

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF LOWELL ("THE CITY")

AND

M.V.E.A. Wastewater Unit I  
(Operators, Maintenance Employees)

EFFECTIVE: July 1, 2021

EXPIRING: June 30, 2024

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Preamble

The parties hereto recognize the special and unique circumstances involving regulation of the Utility by state and federal agencies, the establishment of the Utility as a separate City Department and the concurrent need of labor and management to work cooperatively to perform services at high, cost-effective level so as to warrant the continued existence of the Utility as a public agency.

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 M.V.E.A. Wastewater Unit I, 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. Bargaining unit employees include:

Employees holding permanent appointment under Civil Service Law even though they may be serving under a provisional promotion to a higher position; and

Provisional employees holding provisional appointment under Civil Service Law and temporary employees who, whether provisional or temporary, have been in such status for more than ninety (90) calendar days without interruption in service.

There shall be a probationary period of ninety (90) calendar days for Union membership upon hire. 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 unit covered by this agreement shall consist of all employees at the Lowell Regional Wastewater Utility in the following positions:

- LRWWU/Operator I
- LRWWU/Operator II
- LRWWU/Mechanic I
- LRWWU/Mechanic II
- LRWWU/Mechanic III

Equipment Parts Manager

TV Inspector Operator

and excluding all other employees.

Section 3 - Other Unions or Groups:

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

Section 4 - 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 Executive Director, or his designee or person in higher authority or any extraordinary workload situation as determined by the Executive Director, or his designee (Operations Superintendent, Plant Engineer, or Maintenance Superintendent) 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 Treasurer of the Union along with a list of employees who have had said dues deducted. Such remittance shall be made weekly; provided that the Treasurer of the Union posts bond, as per General Laws, on a form approved by the Commissioner of Corporations and Taxation. This refers entirely to employees who have given authority to said Treasurer to make such deductions. These payroll deductions are under the authority granted by Massachusetts General Laws, Chapter 180, Sections 17A and 17G, as amended.

#### Section 2 - Agency Service Fee as Condition of Employment:

In accordance with Massachusetts General Laws, Chapter 150E, Section 12, as amended, it is agreed by the Employer and the Union that all employees within the bargaining unit are required, as a condition of employment, to pay an agency service fee to the Union. Said agency service fee, proportionately commensurate with the cost of collective bargaining and contract administration, is equal to the amount of union membership dues. Employees within the bargaining unit shall not be required to pay both Union membership dues and the agency service fee. Payment of the agency service fee shall commence on or after ninety (90) following commencement of employment of the date of execution of this agreement, whichever is later. Payroll deduction of the agency service fee shall be made in accordance with the vote of majority of employees within the bargaining unit present and voting at the meeting held after notice as provided in Chapter 150E, Section 12.

The Union shall indemnify the City against any damages or costs incurred in compliance with this section.



Section 3 — Form of Authorization for Payroll Deduction of Union

Dues or Agency Fee:

AUTHORIZATION FOR PAYROLL DEDUCTION

BY:

TO:

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 M.V.E.A. Wastewater Unit I and represents payment of my union dues or agency fee.

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

## **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 under reasonable safe conditions and grieve it later.

## **ARTICLE V**

### **Management Rights of Employer**

The Employer shall not be deemed to be limited in any way by this Agreement in the performance of the regular and customary functions of municipal management, and reserves and retains all powers, authority and prerogatives including, but not limited to: the right to manage the affairs of the City and the Wastewater Utility, and to maintain and improve the efficiency of operation; to determine the methods, means, processes and personnel by which operations are to be conducted; to determine the size of and direct the activities of the working force; to determine the schedule and hours of duty and the assignment of employees to shifts subject to Article X; to assign work, to determine the work tasks, classification and standards of productivity and performance, and to evaluate employees with regard thereto; to hire, promote, assign, and transfer employees; to discipline, suspend, demote and discharge employees for just cause; to undertake experimental programs not inconsistent with statute or ordinance, subject to collective bargaining requirements where applicable; to engage persons outside the bargaining unit to perform bargaining unit to work and otherwise to contract out such work, subject to Article XXVIII, Section 6; and to issue reasonable rules and regulations governing the conduct of each department,

provided that such rules and regulations are not inconsistent with the express provision of this Agreement.

## **ARTICLE VI**

### **Grievance Procedure and Arbitration**

#### Section 1 - Matters Covered:

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

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

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.

The Union reserves the right to represent any bargaining unit employee in any civil service proceeding.

As provided in G.L. c.150E, § 8, as amended, in case of suspension or dismissal of an employee with more than ninety (90) days of uninterrupted service, if such employee elects, grievance arbitration shall be exclusive procedure and accordingly, and employee shall not have recourse to the Civil Service Commission, Retirement Board, and any other administrative procedure precluded by the election of grievance arbitration under said Section 8. Any matter not involving suspension or dismissal

which is subject to the exclusive jurisdiction of the Civil Service Commission or any Retirement Board established by law shall not be a subject of grievance or arbitration hereunder.

Any suspension, dismissal, removal, termination shall be a proper the subject of this grievance or arbitration procedure. Discharge or suspension shall be for just cause.

Section 2 - Written Submission of Grievance:

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

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

Section 3 - Steps in Grievance Procedure:

Grievances shall be processed as follows:

Step 1. The Union Steward, and/or representative, with or without the aggrieved employee, shall take up the grievance or dispute in writing with the employee's immediate supervisor outside of the bargaining unit within 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 five (5) working days.

Step 2. If the grievance has not been settled, it shall be presented in writing to the Utility's Executive Director, within five (5) working days after the supervisor's response is due. The Executive Director shall respond to the Business Agent 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 Executive Director 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/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.

#### Section 4 Arbitration:

The arbitration proceedings shall be conducted by an arbitrator to be selected by the Employer and the Union within (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 as herein provided within seven (7) calendar days of receipt of the list, the Department of Labor Relations shall appoint the arbitrator subject to the rules of the Department.

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

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

Section 5 - Progressive Discipline:

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

## **ARTICLE VII**

### **No Strike Clause**

No employee covered by this agreement shall engage in, induce or encourage any strike, work stoppage, slowdown, or withholding of services. The Union agrees that neither it nor any of its officers or agents will call, institute, authorize, participate in, sanction or ratify any such strike, work stoppage, slowdown or withholding of services.

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

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

In consideration of the performance by the Union if its obligations under the preceding two paragraphs, there shall be no liability on the part of the Union nor of its officers or agents of 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.

The Employer agrees that there will be no lockout during the term of this agreement.

## **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 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**

### **Seniority**

#### Section 1.- Permanent Employees:

(A) 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.

(B) 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 the Wastewater Utility shall determine the seniority of the employee. The Wastewater Utility seniority list shall be posted by the Employer.

#### Section 2- Provisional Employees:

To the extent permitted by Civil Service Law, G.L.ch.31, seniority of any provisional employee shall be determined from the date of assignment to that classification.

Classification means to the position of either operator, maintenance or clerical personnel.

#### Section 3- Vacancy:

When a vacancy exists within a bargaining unit position the Employer shall give preference for such vacancy to qualified

employees within the bargaining unit. Where the qualifications and ability of bargaining unit applicants are relatively equal, seniority as defined in section 2 above shall govern for provisional employees.

Section 4-

The Employer shall be the sole judge of qualifications and ability, provided that such judgement 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 5-

Seniority as defined in Section 1 (B) above shall govern provisional employees in the selection of overtime rotation, by classification as needed for the remainder of the year. Vacation preference and holiday rotation shall continue under the existing Utility practice.

Section 6-

The Employer shall make every reasonable effort to avoid reductions in the workforce. However, if a reduction in force becomes necessary, due to a lack of work or funds or abolition of positions, the most junior provisional employee within a job classification to be reduced shall be laid off, provided that in lieu of layoff such junior provisional employee may bump a less senior provisional employee bumped by an employee in a higher rated classification may in turn bump a less senior provisional employee, if any, or be laid off. For purposes of layoff only, all operators, regardless of grade shall be considered one classification for layoff seniority. The Employer agrees to meet with the Union thirty (30) days prior to any reductions in the work force.

Section 7-

The Employer shall be the sole judge of which job classifications shall be the subject of any reduction in force, layoff, or abolition of positions.

Section 8-

Any provisional employee laid off pursuant to Section 7 above shall be placed on a recall list for a period of two (2) years, and shall be offered recall by seniority to fill a vacancy in the bargaining unit if a position for which he/she is qualified at the time of such recall (as determined by the Executive Director), and for which no senior qualified employees have applied. Employees on the recall list shall also be offered all temporary work opportunities (e.g. to cover for sick or vacation days) in order of their seniority. Recall offers shall be by certified mail, return receipt requested, to the Employee's last known home address, and shall give the Employee three (3) business days after receipt to accept. Offers of temporary assignments may be made by telephone or personal contact if time pressures do not permit written notice. If an employee refuses a recall offer to the same job, or a job comparable to the one he/she held at the time of layoff, his/her name shall be moved to the bottom of the recall list. An Employee may refuse an offer to a temporary assignment, or to a job which is not comparable to the job held at the time of layoff, his/her name shall be moved to the bottom of the recall list. An Employee may refuse an offer to a temporary assignment, or to a job which is not comparable to the job held at the time of layoff, without affecting his/her status on the recall list.

Section 9-

Concerning vacation preference, nothing herein shall limit the authority of the Executive Director or his designee to grant vacations at such time, as in his opinion will cause the least interference with the performance of the regular work of the Utility, or under the provision of Massachusetts General Laws, Chapter 41, Section 111, as amended.

## ARTICLE X

### Hours of Work Week

#### Section 1 - Hours of Work:

A. The regular hours of work each day shall be consecutive. Employees on continuous operations shall continue to have a paid one-half (1/2) hour meal period during their regular work day.

B. There shall be an- "afternoon" or second fifteen (15) minute break on all shifts for all members of this unit. If any employee is not permitted to take his/her "morning" fifteen (15) minute break period prior to the end of his/her shift, such fifteen (15) minute period shall not be considered as overtime work.

C. Personnel that work a regular twelve (12) hour shift shall receive a twenty (20) minute "supper" break during the 12 hour shift.

D. For all employees of this unit wash-up time will be fifteen (15) minutes immediately before the end of shift. All personnel not taking wash-up time will be required to work up until their shifts quitting time. The Press Operator will be allowed twenty-five minutes of wash-up time.

E. Overlap: The incoming Operators will report to work so as to allow enough time for the outgoing Operators to relay all pertinent, necessary and important verbal and/or visual communication. The outgoing Operators will not leave the Utility until all pertinent communication is passed on to the incoming Operators.

#### Section 2 - Maintenance Division Employees

The regular work day for employees in the Maintenance Division shall be eight (8) consecutive hours interrupted by a thirty (30) minute paid meal period. The morning fifteen (15) minute break if outside the plant will be taken on or near the job site. The regular work day for employees in the Maintenance Division shall commence

no earlier than 6:30 a.m. and shall end no later than 3:30 p.m. Monday through Friday, except individuals who work on weekend shifts. The mid-shift meal period shall normally be commenced within the "lunch hour" which begins no earlier than four (4) hours, nor later than five (5) hours, after the employee's shift starting time; provided, however, the needs of the utility may require the meal period to commence outside such normal lunch hour without premium or penalty.

Section 3- Operators:

The regular work week employees in continuous operations, shall consist of four (4) or five (5) regular work days of eight (8) or twelve (12) consecutive hours interrupted by a paid one-half (1/2) hour meal period. The "morning" fifteen (15) minute if outside the plant will be taken on or near the job site. The regular work day for employees in the Operations Division shall commence no earlier than 6:30 a.m. and shall end no later than 5:30p.m., Monday through Friday, except individuals who work on weekend shifts. Other employees shall be on shifts starting not earlier than 7:00 a.m. nor later than 9:00 a.m. The mid-shift meal period shall normally be commenced within the "lunch hour" which begins no earlier than four (4) hours, nor later than five (5) hours, after the employee's shift starting time; provided, however, the needs of the Utility may require the meal period to commence outside such normal lunch hour without premium or penalty.

Section 4- Regular Work Week:

The regular work week shall be forty (40) hours consisting of five (5) consecutive eight (8) hour days, except for continuous operations. A continuous operation is defined as an operation for which there is regularly scheduled employment for twenty-four (24) hours a day, at least five (5) days a week, and may include twelve (12) hour shifts as presently constituted or any other mutually agreed shift schedules which include shifts in excess eight (8) hours.

Section 5- Rest Period:

Any rest periods, "coffee breaks", etc. shall be taken at or near the job site for the day if the job site is away from the plant.

Section 6-

Each employee shall be scheduled to work a shift with regular starting and quitting time. The Employer reserves the right to change the shift starting and quitting times or to establish new shifts, or to transfer or reassign employees temporarily or permanently from one shift to another, provided that prior to implementing any such change, the Employer will meet with the Union and discuss said change, but the decision of the Employer shall be final as to whether or not to implement such change. All employees will be required to punch time clocks.

In the event an employee is targeted for permanent involuntary shift reassignment, he shall have the right to displace the most junior employee in the same position (who is junior to him) on either of the shifts other than the one to which he has been targeted for reassignment. The employee so displaced shall be permanently reassigned and shall have no displacement rights.

**ARTICLE XI**

**OVERTIME**

Section 1-

An employee covered by this agreement who works more than their scheduled eight (8) or twelve (12) hours per day or more than forty (40) hours per week shall be paid overtime at one and one-half (1 1/2) times such employee's regular base rate of pay.

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.

Section 2- Callback:

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

Section 3 - Requiring Reasonable Overtime:

The Employer has the right to mandate overtime during emergencies and to require reasonable overtime in the absence of an emergency. The amount of reasonable overtime will be independently determined by each Division Head for his/her division. Unless an emergency prevents the Employer from doing so, the Employer will first seek qualified volunteers within the position to perform the overtime. If there are insufficient volunteers, overtime will be assigned by reverse seniority to qualified employees within the position. If there are insufficient qualified employees in the lower position, the Employer will seek qualified volunteers in the next higher position. If there are insufficient volunteers, qualified junior employees in such position will be assigned, assigned beginning with the most junior employees.

In the event overtime work, is required to be performed in an Operator position, qualified Operators I and II will be assigned before a qualified Mechanic is assigned. In the event overtime work, is required to be performed in a Mechanic position, qualified Maintenance Mechanics, Maintenance Mechanics II, or Skilled Mechanics will be assigned before a qualified Operator is assigned.

Section 4-

The Employer shall keep records of the overtime work in each division time book. In case of a grievance involving such records they shall be subject to examination by the Shop Steward with the Supervisor.

Section 5-

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

Section 6-

For the purpose of counting forty (40) working hours in any week for computing scheduled overtime, the first three (3) days of sick leave 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 non-scheduled and/or emergency overtime. The above does not relate to regularly scheduled normal vacation time.

Section 7-

If an Operations employee does not accept at least forty-five percent (45%) of offered overtime such employee shall receive a letter of admonition which shall be placed in the employee's file and disciplinary action may follow. Such is necessary because a reasonable amount of overtime is necessary in order to effectively operate the Utility. Section 7 does not apply to maintenance personnel.

Section 8-

Compensatory time by mutual agreement will be available in

lieu of overtime. Maximum number of hours for accumulation purposes will be no more than 40 hours. Comp time will be 1.5 hours for each hour worked. Comp time accumulation and use would be at department head or designee approval. All overtime worked will be marked as overtime worked.

Section 9-

The employer shall have the right to require overtime work during an emergency.

In addition to any regular/overtime pay during a weather emergency in which City Hall is closed, members engaged in weather emergency response shall receive a \$3.00 per hour stipend for hours in which the employee was engaged in weather emergency response.

**ARTICLE XII**

**Union Officers and Stewards**

A written list of Union Officers and Union Stewards for the Lowell Regional Wastewater Utility shall be furnished by the Union the Employer immediately after their election or designation, and the Union shall notify the Employer, in writing of any changes. There shall be only one (1) Steward to represent all departments (operation, maintenance and clerical).

The Union Steward shall be granted reasonable time off during working hours to investigate and settle grievances. A bargaining unit employee who is an authorized elected delegate or alternate may attend meetings of state and national bodies without loss of pay; provided not more than two (2) employees from the City shall attend such meetings without loss of pay. In the case of death of a current bargaining unit employee, two (2) members of the bargaining unit, as designated by the Union President, or his/her designee, shall be allowed to attend the funeral without loss of pay. The above Steward and Employees will receive permission from the Executive Director or his designee for the time off referred to in the previous paragraph. The Executive Director or his designee shall not unreasonably withhold such permission.

## ARTICLE XIII

### 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.

Employees regularly scheduled to work 12 hour shifts on the actual holiday of a Saturday or Sunday will be paid 12 hours of holiday pay at straight time, plus time and one half for all hours worked.

Holiday pay shall be one full days 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.

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

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 or Monday holiday for legal purposes, will be treated as a skeleton day. The skeleton crew will work the day at straight time and will be compensated eight (8) hours holiday pay at straight time. The majority of employees who work Monday through Friday day shifts and are not on twenty-four (24) hour operations for manpower purposes, will have the Friday off

before a holiday or the Monday off after the holiday rather than an extra days pay.

If an employee who is eligible for overtime pay works on a holiday which falls on a regular work day, he shall be paid time and one-half for such day, and one additional days pay at straight time, provided, the City may elect to substitute a compensatory day off at straight time in lieu of such additional days pay. In such event, the day off shall be scheduled at the mutual convenience of the employee and the Employer within sixty (60) days after the holiday.

To be eligible for holiday pay an employee shall have worked on the scheduled work day proceeding the holiday and have worked on the scheduled work day following the holiday unless on authorized leave such as vacation and/or sick leave.

All employees of this bargaining unit will be allowed one (1) floating holiday per calendar year. This floating holiday will be scheduled at the convenience of both the department head or his designee and the employee which in the opinion of the department head or his designee will cause least interference with the performance of the regular work of the employer. The request for the floating holiday must be in writing, with five (5) days advance notice required. Conflict with too many employees requesting the same day off will be determined by who first applies for that day off.

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

## **ARTICLE XIV**

### **Vacations**

#### Section 1-

Every person covered by this Agreement shall be granted a vacation of not less than two (2) weeks, without loss of pay, in each calendar year if he has actually worked for the Employer

for thirty (30) weeks in the aggregate during the twelve (12) months preceding the first day of June in each year.

Employees shall accrue vacation and personal time on January 1<sup>st</sup> of each year.

Section 2-

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

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

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

Fifteen (15) years	Five weeks vacation
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 weeks.

Section 3-

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

Section 4-

The rate of pay which an employee shall receive for vacation shall be the base rate of pay for the grade of position in

which said employee is working on his/her last work day prior to the commencement of his/her vacation.

Section 5-

In accordance with the provisions of General Laws, Chapter 41, Section 111E, as amended, whenever the employment of any eligible employee is terminated during a year by dismissal through no fault of delinquency on his/her part, or by resignation, retirement or death, without his/her having been granted the vacation to which he/she is entitled, he/she, 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.

Section 6-

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

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

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

Employees shall be allowed vacation carryover from year to year in accordance with the following:

<u>Vacation Eligibility</u>	<u>Aggregate Maximum Carryover</u>
2 weeks	5 days
3 weeks	10 days
4 weeks	15 days

5 weeks

15 days

In addition to the above, in the event an employee is prevented from taking his/her scheduled vacation by management decision, such vacation may be carried over, but must be used in the following year to the extent that it exceeds the aggregate maximum carryover.

The Union may submit to the Executive Director for approval a suggested plan for vacation preference. The parties shall meet and discuss the same, but the decision of the Executive Director to accept or reject such plan shall be final.

## **ARTICLE XV**

### **Sick Leave**

#### Section 1 - General:

As provided by Massachusetts General Laws, Chapter 41, Section 111B, as amended, and by the Sick Leave Ordinance of the Code of the City of Lowell, each employee regularly employed, when entitled thereto, shall be granted leave with pay on account of illness or injury, whether or not received in the line of duty, for which he does not receive compensation or other benefits from the Employer, for not more than twelve (12) working days per annum. The number of sick days was changed from fifteen (15) to twelve (12) in consideration of a one-time, .5% increase in base salary for all members. Members will accrue one (1) sick day per month.

New employees shall accrue sick leave at one (1) day per month during their first year of employment. Thereafter, each member of the bargaining unit shall be credited with twelve (12) days of sick leave per year on January 1<sup>st</sup> of each calendar year.

Sick leave shall be cumulative, but not in excess of a maximum of two hundred sixty (260) working 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 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 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 shift differentials, etc.) up to a maximum of \$20,000.00 of an employee's regular basic salary. 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 Massachusetts General Laws, Chapter 14, Section 111I, 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:

The annual sick leave buyback program will be reinstated. Employees who use the aggregate of five sick and personal days during the calendar year may sell back to the City up to five (5) sick days of the remaining seven (7) sick days. The balance not sold back will be accumulated. Notwithstanding the previous sentence for the period January 1, 1995 through June 30, 1995, employees who use the aggregate of five (5) sick days and personal days during that period may sell back to the City up to five (5)

days of their remaining sick days available for said period and any balance not sold back shall be accumulated.

In order to be eligible for the sick leave buyback, employees must have accumulated fifty (50) days sick leave.

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

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

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

## **ARTICLE XVI**

### **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 their sick leave or vacation benefits. However, in the case of the death of a member of the extended family of the employee, three (3) days leave with pay shall be granted to such employee and shall be charged against their sick

leave benefits or personal day.

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 Executive Director is authorized to grant reasonable additional time.

In the case of the death of a brother or sister of employee's husband or wife, one (1) days leave of absence, with pay, shall be allowed if requested, but it shall be charged against his/her or her sick leave benefits.

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

Immediate Family of the employee includes: spouse, mother, father, brother, sister, child, mother-in-law, father-in-law, grandparents, and grandchild. 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 XVII**

### **Personal Leave**

Personal days will be capped at three (3) days per year. All three (3) personal days used will not be charged to sick time. Personal leave may be granted by the Executive Director or his designees for urgent personal or family business which cannot be transacted outside of the employee's regular work schedule. Five (5) days advance notice is required unless a personal emergency prevents such notice from being given. Employees shall be entitled to a scheduled fourth personal day to be used on the day after Thanksgiving, so long as the employees' location and operation are closed. In the event they are not closed, such employees shall be entitled to a floating personal day.

The remaining three (3) personal days shall not be charged to sick leave. Personal leave may not be accumulated nor carried over into the following calendar year.

The first two days of personal leave will count as time worked, the third personal day shall not count as time worked, for the purpose of computing overtime, except in instances of nonscheduled and/or emergency overtime. The Executive Director or his designee shall have the right to inquire as to the general nature of the personal leave request, but shall be mindful of and recognize the personal nature of this type of leave in considering each request.

Employees shall accrue vacation and personal time on January 1<sup>st</sup> of each year.

## **ARTICLE XVIII**

### **Jury Pay**

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

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

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

### **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 care 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 pre-determined 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.

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

The city shall be allowed to offer a Health Maintenance Organization (HMO) in conjunction with, but not to replace, the plan will be offered through the same administrators of the current indemnity plan in place for all City employees. The City will also offer the option of "Blue Care Elect Preferred," more commonly known as a PPO. Unit members will have the option of either plan. Attempts to eliminate the currently offered indemnity plan as one of the options will become a matter for bargaining. Said plan will be at the current 75/25% contribution levels.

## **ARTICLE XX**

### **Military Leave**

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

## **ARTICLE XXI**

### **Uniforms and Protective Clothing**

#### Section 1:

If any employee is required to wear a uniform, protective clothing, or any type of protective device as a condition of employment, such uniform, protective clothing or protective device shall be furnished to the employee by the Employer.

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

Notwithstanding the above provision, the Employer agrees to furnish for employees such protective clothing, gloves, rain gear, etc., as the Employer is presently providing as of the date of this Agreement. No cash clothing allowance shall be paid to the employees.

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

An employee shall be responsible for all materials, equipment and tools that are assigned to his/her custody.

#### Section 2:

Work boots will be paid one hundred percent (100%) by the employer up to \$200.00 for each employee, except clerical employees.

This is effective until the City contracts with a private

company to supply work boots to employees.

Section 3:

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

**ARTICLE XXII**

**Safety Committee Code**

A safety committee composed of two (2) representatives of the Union and two (2) supervisory personnel shall be appointed. Said committee shall appoint its co-chairman and meet regularly to review safety practices. It may draw up a safety code and submit for the approval of the Executive Director, and if approved, both parties to this agreement agree to enforce. The Union and the Employer agree to implement this provision of the Agreement.

**ARTICLE XXIII**

(Left blank for future use)

**ARTICLE XXIV**

**Wages and Pay Classification**

Section 1 - Present Salaries

The basic weekly salaries, and percentage increases, shall be reflected in the City's salary grid.

Section 1A-

The basic weekly salary schedule set forth in Sections 1, 2 and 3 hereof, do not include any longevity entitlement and/or license incentive to which individual employees in the listed positions are entitled, and which amounts would therefore

be added to weekly salaries set forth in said schedule.

It is further noted that the basic weekly salaries in Section 1, do not include the \$100.00 annual license incentive in base pay that was a provision of the prior collective bargaining agreement. Therefore, the salaries shown in Section 1 above should have now added thereto the \$150.00 (pro-rated weekly) license incentive increase to which amount should then be added any longevity entitlement. To this total add the two (2%) percent raise as of July 1, 1995.

The amount of \$10.00 per week per step shall be added to each of the steps for the title of Mechanic I. For example, step 2 will have Twenty (\$20) added to base weekly pay.

The Equipment Parts Manager position shall be placed at the same pay scale as Mechanic III.

#### Section 2 - License Incentive Program

a. The annual license incentive shall be \$250 per grade. The aggregate annual license incentive pay for any person shall not exceed Three Thousand Dollars (\$3,000). Employees shall be eligible for license incentives up to \$3,000, until the Department's license incentive budget is depleted.

The State certification Collection System License is recognized for license incentive purposes at Two Hundred and Fifty Dollars (\$250) per grade.

License incentive shall be added to the base pay before computation of the 3% raise.

b. Maintenance and operations employees will receive two hundred and fifty dollars (\$250.00) for their Commercial Driver's License (CDL). Maintenance and operations employees will receive an additional two hundred and fifty dollars (\$250.00) for each Hoisting License they obtain and maintain. Maintenance and operations employees will receive this incentive for a maximum of four Hoisting Licenses. The eligible Hoisting Licenses are Class 1B, 1C, 2B, 3A.

The aggregate annual license incentive pay for any personal

shall not exceed \$3,000.

c. Maintenance of license level by the employee is a condition for continuing to receive per hereunder at any level for which pay is provided.

d. License incentive pay shall be treated as part of base pay for all purposes.

e. License incentive pay based on additional credentials will be implemented twice a year, in January and July, except that the Grade 4 license incentive will be paid concurrently with the movement from Operator I to Operator II.

f. One Mechanic III position will receive a fourth step increase of \$25.00. This position is an appointed position only and filled at the discretion of the Executive Director and Maintenance Superintendent. The union and its members agree not to grieve the appointment or method of appointment of this position. The City, at its discretion, may at any time, delete this position and the union agrees not to grieve this decision. Additional responsibilities for this position will be delineated in the Mechanic III job description. These added responsibilities will be removed from the job description if the City decides to eliminate this fourth step from this one selected Mechanic III position.

g. All members, except for clerical employees, who maintain the Hazardous Waste Operations and Emergency Response Standard certificate, shall receive a \$250 stipend. Such members shall receive a single payment upon receipt of their certification and upon every January thereafter, so long as they annually maintain such certification. In the event that a member fails to maintain such certification they shall no longer be eligible for the annual stipend.

h. The City is desirous of maintaining an ISO-14,001 designation. There shall be a \$1,000 stipend for maintaining ISO-14,001 designation. This stipend shall be treated as part of base pay for all purposes.

i. Operators and Head Operators shall be paid equal to Grade 1 for Lab. Certification Gr. 1, Grade 2 for Lab. Certification Gr.2 and so on, under the License Incentive Program.

j. Employees will receive license incentives for those licenses required for their job. The City and Union will continue to discuss those licenses not required but reasonably related to a position.<sup>1</sup>

#### Section 3- Longevity

Longevity pay as such shall no longer be paid. Any amounts correctly paid as longevity pay shall be incorporated into an employee's base pay and be used for all calculation, effective July 1, 1995.

Thereafter, all computations of base pay for said employee shall include the longevity amount added hereby.

#### Section 4-

Advancement from step three to step four and from step four to step five shall be at one-year increments.

#### Section 5-

Retro Pay - Retroactive Monies for the two percent (2%) cost of living raise will be calculated on each employee's base pay for fiscal year 1999/2000 and any overtime worked. Retroactive monies for the three percent (3%) cost of living raise will be calculated on each employee's base pay and any overtime worked beginning July 1, 2000 (To allow for time needed to have contracts drawn up, approved, and signed). The license incentive increase and the shift differential increase will also be retroactive. No other items are retroactive.

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<sup>1</sup> MOU: July 1, 2018 - June 30, 2021: effective March 15, 2019.

**ARTICLE XXV**

**Shift Vacancy**

A. When a shift vacancy is to be filled permanently by the lateral transfer of an employee on a different shift, and such fill-in is expected to trigger a series of lateral transfers to different shifts, the Executive Director or designee shall determine appropriate assignments. The remaining vacancies shall be posted as provided below in paragraph B.

B. Permanent Vacancy in Higher (or Lower) Positions

To the extent permitted by civil service, whenever a position covered by this Agreement becomes vacant or is created, and the Employer intends to fill it permanently, such vacancy shall be posted in a conspicuous place at the Lowell Regional Wastewater Utility. The posting shall specify the pay, duties and qualifications and shall remain posted for five (5) working days.

The employer will select the candidate, in its discretion, with the highest ability, qualifications and reliability.

**ARTICLE XXVI**

**Car Allowance**

Any employee covered by this Agreement, who is required to use, and who actually uses his/her own motor vehicle in the performance of his/her duties, and who is authorized to do so by the Department Head or person higher in authority, shall be reimbursed for such use at the per mile rate as established by IRS Regulations (currently \$.29 per mile for 1994). Employees shall be required to verify mileage as required by the Employer.

## **ARTICLE XXVII**

### **Shift Differential**

Employees assigned to work on second shift night differential shall be paid for all hours worked on an assigned shift between 3:00 PM and 7:00 AM; provided employees regularly assigned to 12 hour shifts shall receive shift differential for all such hours worked. A night shift differential shall be ten percent (10%) of base pay.

Shift differential pay is a premium paid to employees who work a full 2nd and 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/her shift differential pay for his/her work on the 2nd or 3rd shift, plus overtime (at time and one half regular base rate) for his/her extra work on the day shift.

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 work on that Saturday shall receive 2nd or 3rd shift differential for their 2nd or 3rd shift work on that Saturday, even though such Saturday is overtime work at time and one half base pay rate. The weekend differential plan adopted in 1993 shall govern maintenance personnel.

If an employee that works the second or third shift is absent from work due to sick or vacation leave and the shift is filled on overtime, the employee that works the shift will be paid shift differential plus overtime.

## ARTICLE XXVIII

### Miscellaneous Provisions

#### Section 1 - Bulletin Board:

Announcements shall be posted in conspicuous places where employees enter or leave the premises. Parties to this Agreement, both of who 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 allowed.

#### 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 as per the Disability Act of 1991, or because of race, creed, color, sex, national origin, handicap status, disability, religion, 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 Union to enter the premises at any time, after prior notice given to the Employer, for individual discussion of working conditions with employees, provided care is exercised by such representative that they do not interfere with the performance of

duties assigned to the employee.

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

Section 5-

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

Section 6-

Nothing in this agreement shall prevent the City from engaging persons outside of the bargaining unit to perform work which could have been performed by employees within the bargaining unit or otherwise from contracting out bargaining unit work so long as such engagement or contracting out does not result in the reduction of the bargaining unit.

Section 7-

If the City should contract out all or a part of the bargaining unit work being performed at the Utility, and such contracting out is expected to result in the subsequent layoff of a permanent employee who performs the function that is contracted out, the City will not be obligated to bargain over the contracting out decision, but will give the Union at least thirty (30) days' notice in advance of such layoff and will engage in the full range of impact bargaining as may be requested by the Union.

Section 8-

The City will try to avoid any layoffs, which may result from contracting out by matching worker skills and qualifications with available, comparable positions in City service, by notifying such employees of available retraining programs and by sponsoring an appropriate job fair.

Section 9-

The Union agrees that the City may issue payroll checks once

every two weeks.

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

Section 10-

The Employer may require, at its expense, a physical examination by the City Physician or other doctor, or an evaluation by a qualified mental health professional.

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

Section 11-

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

Section 12-

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.

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

All employees who operate a city vehicle, who violate the City's Department of Transportation Drug and Alcohol Testing Policy will be placed on paid administrative leave utilizing the employees accrued sick and/or vacation leave benefits until the employee completes the EAP/SAP assessment and subsequently tests negative for his/her return to duty drug and/or alcohol test. An employee who violates the City's Department of Transportation Drug

and Alcohol Testing Policy for a second time, will be suspended for thirty unpaid working dates and must complete the EAP/SAP assessment and subsequently test negative for his/her return to duty drug and/or alcohol test. A third violation of the City's Department of Transportation Drug and Alcohol Testing Policy will result in termination.

Section 13-

The memorandum dated March 23, 1989 (revised April 18, 1989) setting forth qualification criteria for maintenance mechanic, maintenance mechanic II, and skilled mechanic is incorporated by reference.

Section 14-

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

Section 15-

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

Section 16-

The Employer shall pay for all job-related seminars and courses, which are mandatory for an employee to maintain his/her job certification or license, provided said course has the prior written approval of the Executive Director or his designee.

Section 17-

In each fiscal year the amount of five hundred dollars (\$500) in the aggregate shall be available to reimburse for broken eyeglasses for 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 17A-

The Employer will purchase a ride-on lawn mower.

Section 18-

A) Under normal dry weather conditions, sludge processing is to be done with one Operator on site. The Head Operator is responsible for monitoring the Utility and performing the necessary functions.

B) A Grade 6 Operator will fill a Head Operator off shift per week. This off shift will be determined by the uncovered time slot in the Head Operator rotation. Also day shifts when the Head Operator is vacant. This grade 6 Operator will receive Head Operator Step I pay with no further step increases and be an Operator/Assistant Head Operator.

Section 19-

All employees (qualified licensed drivers) may be required to operate a City vehicle for the utility if requested by department head or designee.

Section 20-

The City of Lowell's Sexual Harassment Prevention Policy, Domestic violence in Workforce, Small Necessities Leave Act and Early Intervention Program are all hereby incorporated into this contract.

Section 21-

When a supervisor responds to an emergency situation after regular work hours and the work needs to be completed immediately, a member of the maintenance or operation division, whichever function is required, will be called in on overtime to perform the work. When a supervisor is absent from work and an emergency situation develops that needs to be assessed, another supervisor will respond.

**ARTICLE XXIX**

**Structures/Vaccon Safety**

Section 1-

A minimum of two (2) qualified employees are required to perform structure wetwell maintenance duties, except inspections and during emergencies.

Section 2-

A minimum of two (2) maintenance employees are required to perform vaccon duties during the night hours with a third person required in emergency situations as determined by supervisors or Executive Director.

**ARTICLE XXX**

**Duration**

Section 1-

This Agreement is effective July 1, 2021, and expires June 30, 2024. In the event a successor Agreement has not been signed before this Agreement will automatically continue until thirty (30) days after the factfinder's report and recommendation has issued, but no later than (unless otherwise indicated).

Union agrees to signoff for contract periods up to and including \_\_\_\_\_. If further funds become available or greater wage increases awarded to Fire, Police, Local 1705, then the City and Union agree to open contract for further negotiations.

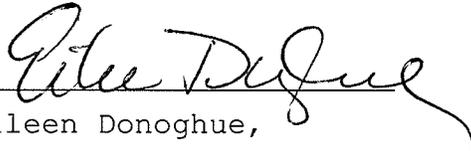
Section 2: Consolidated Contract: This contract faithfully represents the efforts of all previous collected bargaining agreements and any and all subsequently negotiated amendments and memorandums of agreements up to and including the memorandum of agreement executed on October 12, 2021. As such, this contract will be the sole document referred to in future negotiations

between the City and the collected bargaining unit.

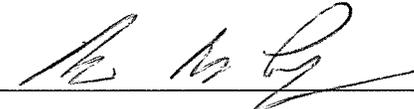
This contract will continue in effect until such time as new contract has been agreed upon.

Dated: March 31, 2022

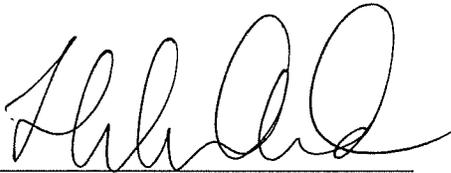
CITY OF LOWELL

  
\_\_\_\_\_  
Eileen Donoghue,  
City Manager

MERRIMACK VALLEY EMPLOYEES  
ASSOCIATION WASTEWATER  
UNIT I

  
\_\_\_\_\_  
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 I**

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

The City of Lowell ("City") and the Merrimack Valley Employees Association, Unit I ("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. 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.
- 5.** As a part of the City's proposed departmental reorganization, several positions in this Union have been modified, which includes job descriptions and wage schedules. This reorganization has been negotiated in good faith with the Union, and the negotiations have been memorialized in a side letter of agreement, dated \_\_\_\_\_, 2024.

**6. Contract Provisions**

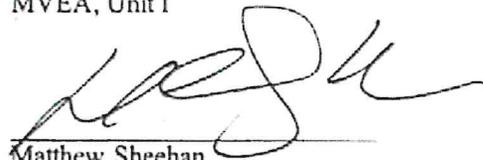
- a. All provisions of this Memorandum of Understanding shall be incorporated into a comprehensive, integrated Collective Bargaining Agreement, which shall contain all provisions of prior contracts and amendments thereto, except as such are changed by this Memorandum of Understanding.
- b. Except as modified herein, all provisions of the present, existing Collective Bargaining Agreement integrated contract remain in full force and effect.
- c. The parties agree to collaborate to update and clean up old and/or outdated language in the Collective Bargaining Agreement.

Witness our hands and seals this 6 day of August, 2024.

CITY OF LOWELL

MVEA, Unit I

  
\_\_\_\_\_  
Thomas A. Golden, Jr.  
City Manager

  
\_\_\_\_\_  
Matthew Sheehan  
President

APPROVED AS TO FORM

  
\_\_\_\_\_  
Corey F. Williams  
City Solicitor

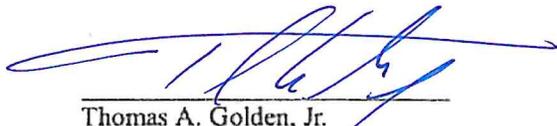
**SIDE LETTER OF AGREEMENT  
BETWEEN  
THE CITY OF LOWELL  
AND  
MERRIMACK VALLEY EMPLOYEES ASSOCIATION, UNIT I**

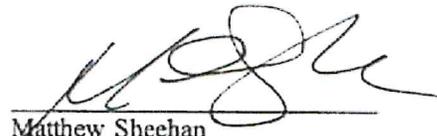
The parties acknowledge that a department reorganization is currently underway. The parties have reviewed and tentatively agreed upon the attached job descriptions and pay scales for the positions of Field Technician, Pretreatment Lab Technician, Head Television Inspection Operator, Collection System Operator, and Maintenance Mechanic. The parties agree that the Union reserves the right to bargain over changes and impacts associated with the reorganization prior to finalization, including the wage schedules, individual placement into the new wage scales and job descriptions. The intent of the parties is to implement the reorganization, place employees into the newly created positions and pay scales, and then apply salary increases for FY25 (retroactive to July 1, 2024), FY26, and FY27 to the wage schedules attached hereto or the final wage schedules agreed upon following any necessary bargaining.

Witness our hands and seals this 6 day of August, 2024.

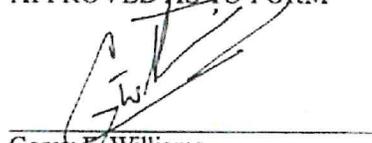
CITY OF LOWELL

MVEA, Unit I

  
\_\_\_\_\_  
Thomas A. Golden, Jr.  
City Manager

  
\_\_\_\_\_  
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 the MVEA Wastewater Unit I covering the period of July 1, 2024 through June 30, 2027.

-----  
In accordance with Massachusetts General Laws, Chapter 150E, §7(b), the Memorandum of Understanding between the City of Lowell and the MVEA Wastewater Unit I, covering the period July 1, 2024 through June 30, 2027 has been executed by the City of Lowell, acting through its City Manager, as the collective bargaining representative, and the MVEA Wastewater Unit I, which Memorandum 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 this Memorandum of Understanding to the MVEA Wastewater Unit I; and

The City Manager requests and recommends approval of the 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 the MVEA Wastewater Unit I covering the period July 1, 2024 through June 30, 2027, and further authorize the expenditure of funds for this Agreement.

In City Council August 27, 2024, Read twice and adopted on roll call vote 8 yeas, 2 absent (C. Chau, M. Rourke) 1 recuse (C. Yem). So Voted./s/Michael Q. Geary, City Clerk

Approved by City Manager Thomas A. Golden, Jr. August 28, 2024.

A true copy  
ATTEST:



Michael Q. Geary  
City Clerk

VotesContractsCollectiveBargainingMVEAI