

MEMORANDUM OF AGREEMENT

BETWEEN

CITY OF LOWELL

AND

MERRIMACK VALLEY EMPLOYEES' ASSOCIATION  
WASTEWATER UNIT II

Updated: 03/03/2022

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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 the Merrimack Valley Employees' Association, Unit II, hereinafter referred to, at times, as the "Union" and or the "Unit," 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:

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing salaries, wages, and other conditions of employment for all employees whose titles are listed in Section 2 of this Article, including permanent employees (defined as employees who have achieved permanent status under civil service law, including employees serving under a provisional promotion to a higher position) and including provisional employees and temporary employees from date of appointment, excluding all other employees.

There shall be a probationary period of 90 calendar days for

Union membership, for new hires. Promotions from within shall be given a sixty 60 day probationary period. During the probationary period, promoted employees shall have the opportunity to return to previous position. Positions filled as a result of a promotion from within shall be considered temporary until the sixty (60) day promotion probationary period is over.

Section 2 - Unit Definition:

The bargaining unit covered by this Agreement shall consist of all employees at the Lowell Regional Wastewater Utility in the following positions:

LRWWU/ Head Operators  
LRWWU/ Head Operator/Assistant Operations Superintendent  
LRWWU/ Pretreatment Coordinator  
LRWWU/Engineering Technician  
LRWWU/Maintenance Supervisor  
LRWWU/ Instrumentation Electrician  
LRWWU/ Senior Laboratory Technician  
Head Clerk  
Operator/Assistant Head Operator  
Computer Maintenance Management Systems Administrator  
Collection Systems Supervisor  
Electrician I

It is understood that Maintenance Division employees may be assigned to perform regular job duties at the Water Utility, in the event that an emergency is declared by the Executive Director.

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 Executive Director, or person in higher authority or any extraordinary workload situation as determined by the Executive Director, Operations Superintendent, Maintenance Superintendent, Chief Engineer 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) days 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 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 Merrimack Valley Employees' Association, and represents payment of my union dues or agency fee.

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

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 XI; 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 XXXI, Section 10; 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, s.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 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.

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.

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

Section 4 - 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.

#### **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**

##### Adherence to Civil Service

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

**ARTICLE X**

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 grade.

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 holiday rotation. Vacation preference and holiday rotation shall continue under the existing Utility practice, which may be subject to change.

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 in a lower rated job classification. Any 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.

The employer agrees to meet with the Union thirty (30) days prior to any reductions in the workforce.

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, 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 XI**

Hours of Work - Work Week<sup>1</sup>

Section 1 -

A. The "afternoon" or second fifteen (15) minute break is eliminated 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

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<sup>1</sup> 2021 - Corrected section numbers. The first two sections were both Section 1. All Sections increased by one (e.g. Section 2 became Section 3).

prior to the end of his/her shift, such fifteen (15) minute period shall not be considered as overtime work.

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

C. For all employees of this unit personal clean up time will be fifteen (15) minutes immediately before the end of shift. Personal clean up time will be for taking clean up time only. All personnel not taking a personal clean up time will be required to work up until their shifts quitting time.

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

## Section 2 -

Maintenance Division Employees (Maintenance Supervisor, Electrician, Instrumentation Technician, Head Collection System Operator). The regular work week for employees, except those in continuous operations, shall consist of five (5) regular work days of eight (8) consecutive hours interrupted by a paid one-half (1/2) hour meal period. 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. 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 Department may require the meal period to commence outside such normal lunch hour without premium or penalty.

Section 3- Engineering Division (Pretreatment Coordinator; Engineering Technician) and Laboratory Personnel: Senior Laboratory Technician.

The regular work week shall be forty (40) hours. Each work week consists of (5) regular work days of eight (8) hours interrupted by a paid meal period which shall be one-half (1/2) hour and one fifteen (15) minute morning coffee break.

Section 4 - Operations Division (Head Operators):

The regular work week for continuous operations shall be forty (40) hours consisting of four (4) or five (5) consecutive eight (8) or twelve (12) consecutive hours interrupted by a paid one half (1/2) hour meal period. 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 of eight (8) hours. Employees in the Operations Division shall be entitled to one (15) fifteen minute "morning" coffee break.

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. If the employee is not permitted to take his/her 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.

Section 6 -

Each employee shall be scheduled to work a shift with regular starting and quitting times. 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 be given one (1) weeks notice in advance and 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.

Section 7 -

With the approval of the Executive Director or his/her designee, Senior Lab Technicians or other lab staff, who normally work a schedule which includes Saturday and/or Sunday, will be allowed to swap or change days off so as to allow both employees to have weekend time off, provided that no such arrangements shall result in overtime or absence on weekend lab coverage.

**ARTICLE XII**

Overtime

Section 1.

An employee covered by this Agreement who works more than their scheduled eight (8) or twelve (12) hour 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 City 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 City from doing so, the City will first seek qualified volunteers to perform the overtime. If there are insufficient qualified volunteers, overtime will be assigned by reverse seniority to qualified employees. Assigned overtime will be rotated equitably within job classifications.

Section 4.

Compensatory time by mutual agreement will be available in lieu

of overtime. Maximum number of hours for accumulation purposes will be no more than forty (40) hours. Comp time will be 1.5 hours for each hour worked. Comp time accumulation and use would be at the department head's or designee's approval. All overtime refused will be charged as overtime worked.

Section 5.

In addition to any regular overtime pay during a weather emergency, unit members shall receive three dollars (\$3.00) per hour stipend for all hours worked. This will only apply to members actually engaged in weather emergency efforts.

**ARTICLE XIII**

Union Officers and Stewards

A written list of Union Officers and 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 for all departments covered by this Agreement.

The Union Steward shall be granted reasonable time off during working hours to investigate and settle grievances, attend meetings of state and national bodies without loss of pay. Grievances shall be investigated with a minimum loss of time off the job. In case of death of a current bargaining unit employee, one (1) member of the bargaining unit, as designated by the Union President, or his/her designee. The above Steward and Employees will receive permission from the Executive Director, Operations Superintendent, Maintenance Superintendent or Plant Engineer, for the time off referred to in the previous two (2) paragraphs. The Executive Director shall not unreasonably withhold such permission.

**ARTICLE XIV**

Meal Periods

All employees shall be granted a meal period, paid one-half (1/2) hour 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. Whenever possible, the meal period shall be scheduled at the middle of the shift, except where staggering of meal period is necessary to provide continuity of staff, or to fill other needs of the Department.

**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 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. 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.

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 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.

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

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 preceding the holiday and have worked on the scheduled work day following the holiday unless on authorized leave such as vacation and/or sick leave.

Notwithstanding any other provision in this Holiday article, except in the case of emergency situations, the laboratory at the Wastewater Treatment Utility will be closed on the following holidays:

New Year's Day

Thanksgiving Day

Independence Day

Christmas Day

Operations personnel will perform the required tests. If they are unable to perform the required tests, lab personnel will be called in subject to the contract language overtime guarantee. Lab holidays subject to the above are: New Years day, Independence Day, Thanksgiving Day and Christmas Day.

## **ARTICLE XVI**

### 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 sick, 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) years or more, shall be granted an annual vacation of five (5) weeks without loss of pay.

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

follows:

|                      |                                |
|----------------------|--------------------------------|
| Fifteen (15) years   | Five weeks vacation            |
| Sixteen (16) years   | Five weeks plus one (1) day    |
| Seventeen (17) years | Five weeks plus two (2) days   |
| Eighteen (18) years  | Five weeks plus three (3) days |
| Nineteen (19) years  | Five 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 therefor. If termination is due to death, payments hereunder

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

Vacation 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.

Section 6.- Vacation Carryover:

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. When a management decision to reschedule an employee to work during a vacation forces such employee to lose a deposit or a non-refundable reservation, the Executive Director, in his/her discretion, may approve a make whole payment up to 1/2 the cost of the reservation, but not to exceed the sum of three hundred and twenty-five (\$325.00) dollars.

Section 7 -

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 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. Members will accrue one (1) sick day per month.

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.

Half day no charge days are eliminated.

Employees shall accrue sick, vacation and personal time on

January 1<sup>st</sup> of each year.

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 differential, etc.) up to a maximum of \$20,000.00 of an employees 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 111-I.

Section 3.-

The Employer reserves its right to continue sick leave use counseling sessions with individual employees concerning their use of sick leave and the Union shall be given notice thereof and the opportunity to attend. Industry standards for the amount of sick leave use shall be a factor considered in such sessions. A copy of the counseling memorandum shall be forwarded to the Union representative.

Section 4 - Family Leave:

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

Section 5 - Sick Leave Buy Back Program:

Employees who use the aggregate of five (5) 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. In order to be eligible for the sick leave buyback, employees must have accumulated fifty (50) days 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.

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

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

#### **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, three (3) days leave with pay shall be granted to such employee and shall be charged against his/her sick leave benefits or a 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 XIX**

##### Personal Leave

Personal days will be capped at three (3) days per year. All three 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 that event, such employees shall be entitled to a floating personal day.

Personal leave shall not count as time worked for the purpose of computing overtime, except in instances of nonscheduled and/or emergency overtime, and shall not be accumulated. 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 sick, vacation and personal time on January 1<sup>st</sup> of each year. Personal leave may not be accumulated nor carried over into the following year.

**ARTICLE XX**

Jury Pay

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

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

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

Health and Insurance Plan

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

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

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

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

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 XXII**

### Equipment

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

The Employee shall be responsible for all materials and equipment

that are assigned to his/her custody.

**ARTICLE XXIII**

Military Leave

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

**ARTICLE XXIV**

Safety Committee Code

A safety committee composed of two (2) representatives total of this Unit and Unit IIP of the Merrimack Valley Employees' Association, 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.

The Safety Committee Chairperson shall receive an annual stipend of Five Hundred Dollars.

**ARTICLE XXV**

Wages and Pay Classification

Section 1 - Present Salaries

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

Section 1A:

The basic weekly salary schedule set forth in Sections 1 and 2 hereof, include any longevity entitlement and/or license incentive to which individual employees in the listed positions are entitled, and

which amounts have therefore already been added to weekly salaries set forth in said schedule.

Section 2 -

The Head Operator/Assistant Operations Superintendent position is an appointed position only, subject to be filled as per past practice since 1987. The Head Operator/Assistant Operations Superintendent position is to be filled at the discretion of the Executive Director and Operations Superintendent. The Union and its members agree not to grieve the appointment or method of appointment of this position. The Head Operator/Assistant Operation Superintendent will be assigned primarily to the day shift.

Plant Electrician - The Plant Electrician is also in responsible charge during the absence of the Maintenance Superintendent and Maintenance Supervisor.

Section 3 - License Incentive Program:

a. The aggregate annual license incentive pay for any person shall not exceed three thousand dollars (\$3,000). The State Certification Collection System License is recognized for \$250 per grade. Employees shall be eligible for license incentives up to \$3,000, until the Department's license incentive budget is depleted.

b. For license incentive purposes, a master electrician license is equal to an operator grade 7, and a journeyman electrician license is equal to a grade 5.

c. The Maintenance Supervisor, Head Collection System Operator, Head Operators, Electricians, and Instrumentation Technicians will receive two hundred and fifty dollars (\$250.00) for their Commercial Driver's License (CDL). The Maintenance Supervisor, Head Collection System Operator, Head Operators, Electricians, and Instrumentation Technicians will receive an additional two hundred and fifty dollars (\$250.00) for each Hoisting License they obtain and maintain.

Maintenance employees will receive this incentive for a maximum of four Hoisting Licenses. The eligible Hoisting Licenses are Class 1B, 1C, 2B, 3A.

d. Senior Laboratory Technician, Pretreatment Coordinator, and Engineering Technician, who hold an Associates Degree shall be paid equal to Grade 4 or if they hold a Bachelors Degree shall be paid equal to Grade 7 or if they hold a Graduate Degree shall be paid equal to Grade 10. This incentive will only be given for degrees in Environmental Science, Chemistry, Biology, or Engineering. If any of the above positions have an Operators license, it shall be added to degree grades subject to maximum under subparagraph a. hereof. No employee will exceed the incentive cap of \$3,000. In addition, any personnel covered by this bargaining unit who has an EIT Certificate (Engineer in Training) will receive a stipend of six hundred dollars (\$600.00).

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

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

g. License incentive pay based on additional credentials will be implemented twice a year, in January and July.

h. 40 hours of Hazardous Material, Hazardous Waste or Emergency Response Certification shall be paid equal to Grade 1 under the License Incentive pay program.

H1. Emergency Response Certification shall be paid equal to Grade 1 under the License Incentive Pay Program.

i. Certified Laboratory Technician, 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 pay program.

j. 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.

k. 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>2</sup>

Section 4: Longevity:

Any amounts of longevity applicable to any employee have been incorporated into such employees base pay, and accordingly, all computations of base pay for such employees shall include the longevity amount already added.

Section 5:

All steps will be at one (1) year increments.

Section 6:

In the instance when it is necessary for any employee of this bargaining unit to act on behalf of the Superintendent due to the absence of the Superintendent for more than four (4) consecutive weeks, the employee shall be compensated at the Superintendent's regular rate.

Section 7:

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

Section 8:

The City is desirous of maintaining its ISO-14001 designation.

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<sup>2</sup> MOU: July 1, 2018 - June 30, 2021: effective March 15, 2019.

The City will continue to pay on an annual basis, an additional one thousand dollars (\$1,000.00) to each member of Unit II if the department maintains that designation. This stipend shall be treated as base pay for all purposes, retroactive to the beginning of the contract period.

**ARTICLE XXVI**

Night Shift Differential

Night shift differential shall be paid for all hours worked on a shift between 3:00 p.m. and 7:00 a.m.; provided, employees regularly assigned to 12-hour shifts shall receive shift differential for all such hours worked.

Shift differential shall be ten percent (10%) of the 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 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 shall include laboratory personnel and

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 rate.

**ARTICLE XXVII**

Longevity Elimination

Longevity pay as such shall no longer be paid.

**ARTICLE XXVIII**

Car Allowance

Any employee covered by this Agreement, who is requested 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. 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.

**ARTICLE XXIX**

Uniforms and Protective Clothing

Section 1:

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

The cost of maintaining the uniform or protective clothing (furnished by Employer) in proper working condition (including

tailoring, dry cleaning and laundering) shall be paid by the Employer.

Section 2.-

Work boots will be paid one hundred percent (100%) by the employer up to Two Hundred Dollars (\$200.00) except for clerical workers. This is effective until the City contracts with a private company to supply workboots 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 XXX**

Educational Benefits

Section 1.-

The parties agree that it shall be a management decision and prerogative relative to attendance by employees at job-related seminars and courses. The Employer shall select what seminars or courses, if any, and what employees, if any shall attend.

Cost of such seminars and courses shall be paid by the Employer for those selected to attend. Courses or seminars, where employee reimbursement is requested, at least a passing grade is required for reimbursement.

**ARTICLE XXXI**

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 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 Unit II 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:

The Union agrees that the City may issue payroll checks once every two weeks. If the City decides to issue payroll checks every other week, this Unit agrees to such change and waives any right to grieve the implementation of such.

Section 7:

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 give the employee forty-eight (48) hours notice of said examination and evaluation. A joint labor-management committee of the parties will meet to discuss effective utilization of the City's Employee Assistance Plan, programs, and techniques for preventing and coping with alcohol or drug abuse/wellness and fitness programs.

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

Section 8. - Eyeglass Fund

In each fiscal year the amount of five hundred dollars (\$500.00) in the aggregate shall be available to reimburse for broken eyeglasses or hearing aids, etc., (but not damaged or lost clothing, watches, jewelry, etc.) to the extent not reimbursed by insurance, which are broken or damaged in the course of employment.

Section 9:

The City retains the right to hire above the minimum step for any position. An employee in the same position with equivalent or superior experience and qualifications, but working in a lower step than the new hire, will be brought up to the same step.

Section 10:

A. 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. B. 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 11:

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

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

violation of the City's Department of Transportation Drug and Alcohol Testing Policy will result in termination.

Section 12:

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

Section 13:

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.

**ARTICLE XXXII**

Termination and Renewal

Except as may be otherwise specifically provided in this Agreement, this Agreement shall remain in full force and effect until and shall then and thereafter renew itself from year to year unless either party thereto gives written notice to the other party, not less than sixty (60) days prior to the first three (3) year expiration date, or prior to the expiration of any year period thereafter as a desire to change, amend the term and conditions of, or to terminate this Agreement.

Union agrees to signoff for contract periods up to an 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.

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

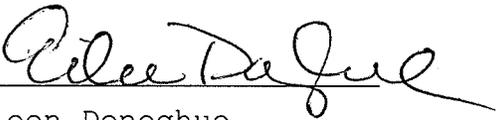
to in future negotiations between the City and the collected bargaining unit.

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

Dated: March 31, 2022

CITY OF LOWELL

MERRIMACK VALLEY EMPLOYEES  
ASSOCIATION WASTEWATER  
UNIT II



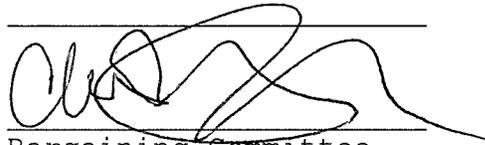
Eileen Donoghue,  
City Manager



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 II**

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

The City of Lowell (“City”) and the Merrimack Valley Employees Association, Unit II (“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.

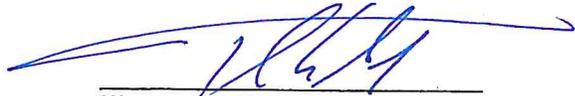
At all times, the City will remain open to consultation with the Union regarding job description changes for bargaining unit members.

- 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. Flex Time/Scheduling:** The City and Union agree to implement a six (6) month trial concerning flex time schedules. The Union shall submit proposed flex time schedules, the approval of which shall be subject to the discretion of the City Manager, or their designee. Nothing in this provision shall be interpreted to extend the current length of breaks during the workday. At the conclusion of the six (6) month trial, the City and Union agree to discuss making the flex time schedule permanent. Any approval of a permanent, flex time schedule shall be at the discretion of the City Manager, or their designee.

6. **Safety Program:** Amend Article XXV, §3(j) as follows: All members 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.
7. **Funeral Leave:** Amend Article XVIII, paragraph 2 as follows: In the case of the death of a member of the immediate family of the employee, as that term is hereinafter defined, three (3) days leave with pay shall be granted to such employee and shall not be charged against his/her sick leave or vacation benefits. In the case of the death of a member of the extended family of the employee, one (1) day leave with pay shall be granted to such employee and shall not be charged against sick leave or vacation benefits. An additional two (2) days leave with pay shall be granted to such employee and shall be charged against his/her sick leave or vacation benefits. Extended family of the employee includes aunt, uncle, niece, and nephew.
8. **Uniforms and Protective Clothing:** Amend Article XXIX, §1 as follows: If any employee is required to wear a uniform, protective clothing, or any type of protective device as a condition of employment, said employee may elect to receive a clothing stipend of three hundred dollars (\$300) per year to furnish their own uniform, protective clothing, or any type of protective device. If the employee elects to receive the stipend, the stipend shall be in lieu of, not in addition to, any uniform, protective clothing, or any type of protective device that can be furnished to the employee by the Employer. Standards for an employee's uniform, protective clothing, or any type of protective device shall be set by the Executive Director, or their designee. This stipend shall be effective January 1, 2025.
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.
  - c. The parties agree to collaborate to update and clean up old and/or outdated language in the Collective Bargaining Agreement.

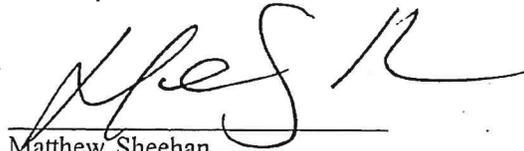
Witness our hands and seals this 3 day of July, 2024.

CITY OF LOWELL



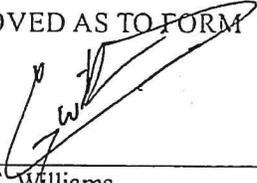
Thomas A. Golden, Jr.  
City Manager

MVEA, Unit II



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 II covering the period of July 1, 2024 through June 30, 2027.

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In accordance with Massachusetts General Laws, Chapter 150E, §7(b), the Memorandum of Understanding between the City of Lowell and the MVEA Wastewater Unit II, 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 II, 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 II; 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 II covering the period July 1, 2024 through June 30, 2027, and further authorize the expenditure of funds for this Agreement.

In City Council July 23, 2024, Read twice and adopted on roll call vote 10 yeas. So Voted./s/Michael Q. Geary, City Clerk

Approved by City Manager Thomas A. Golden, Jr. July 24, 2024.

A true copy

ATTEST:



Michael Q. Geary  
City Clerk