

AGREEMENT
BETWEEN
CITY OF LOWELL
("THE CITY")

TRAFFIC SUPERVISORS
("THE ASSOCIATION")

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Preamble

This Agreement entered into by the City of Lowell, a municipal corporation in the County of Middlesex, Commonwealth of Massachusetts, hereinafter referred to as the "City" or the "Employer" and Lowell Traffic Supervisors Association, hereinafter referred to as the "Association" has as its purpose the promotion of harmonious relations between the Employer and the Association, 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 Association as the sole and exclusive bargaining agent for the purposes of establishing salaries, wages, and other conditions of employment for all non-professional employees within the bargaining unit, hereinafter more fully defined.

B. Except as herein otherwise defined, whether the term "employee" is used within this Agreement, it shall mean traffic supervisors, as hereinafter described. Probationary employees are excluded from the term "employee" hereunder, but provisional employees of more than six (6) months are included in the term "employee" hereunder.

Section 2 - Unit Definition

The bargaining units, covered by this Agreement, shall consist of the following: Traffic Supervisors of the City of Lowell.

The Traffic Supervisors were recognized as a bargaining unit by the City Manager of the City of Lowell by his letter dated December 6, 1993.

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 Association or changing any condition of this Agreement.

Section 4 - Provisional and Temporary Employees

Notwithstanding the other provisions of this Article I to the contrary with respect to provisional employees and temporary employees, it is agreed that as to provisional employees who are appointed on or after this date, and for provisional employees appointed within six (6) months prior to this date and for temporary employees appointed after this date, that the salary for said provisional positions and temporary positions shall be the equivalent of the minimum step for such positions and that said new provisional employees and new temporary employees be included in the term 'employee' as defined in this Agreement as of the date of provisional appointment or temporary appointment.

ARTICLE II
Association Security

It is the expressed intention of the Association not to collect either dues and/or agency fees at this time. The Association does reserve the right to collect dues and/or agency fees at a later time if the need arises in accordance with Mass. G.L. Chapter 180, Sections 17A and 17G, as amended, and provided proper authorization forms are executed by the employees covered by this Agreement.

ARTICLE III
Nondiscrimination

The Employer and the Association agree that neither the Employer nor the Association, nor any representatives thereof, will discriminate in any way against employees covered by this Agreement on account of membership or non-membership in the Association or for adherence to the provisions of this Agreement.

Employees shall be expected to work now, grieve later.

ARTICLE IV
Management Rights of Employer

Excepting in case of conflict with the terms of this Agreement, the City reserves unto itself the regular and customary functions of municipal management and reserves and retains all powers, authority and prerogatives including, but not limited to, the right to manage the affairs of the City, to maintain and improve the efficiency of the operation; to determine the methods, means, processes and personnel by which operations are to be conducted, to determine the size of and direct the activities of the working force, to assign work, to determine the work tasks, classification and standards of productivity and performance, and to evaluate employees with regard thereto: to hire, promote, discipline, suspend and discharge employees, and to issue reasonable rules and regulations governing the conduct of each department, providing that such rules and regulations are not inconsistent with the express provisions of this Agreement.

The Employer shall not be deemed to be limited in any way by this Agreement in the performance of the regular and customary functions of municipal management, and reserves and retains all powers, authority and prerogatives including, without limitation, the exclusive right of the City Manager and/or the Department Head to issue reasonable rules and regulations governing the conduct of each department provided that such rules and regulations are not inconsistent with the express provisions of this Agreement.

ARTICLE V
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, grieve 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 employee.

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

As provided in G.L. c.150E, s.8, as amended, in case of suspension or dismissal of an employee with more than 180 days of service, if such employee elects, grievance arbitration shall be exclusive procedure and, Civil Service Commission, Retirement Board, and any other administrative procedure precluded by the election of grievance arbitration under said section 8. Any matter not involving suspension or dismissal which is subject to the exclusive jurisdiction of the Civil Service Commission or any retirement board established by law shall not be a subject of grievance or arbitration hereunder.

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

1) a grievance, as defined in Section 1 hereof, involves suspension, dismissal, removal or termination; and

2) the particular employee has elected the arbitration hereunder as the method of grievance resolution, that such grievance procedure culminating in final and binding arbitration shall be the exclusive

procedure for resolving such grievance. An employee shall not therefore, have recourse to both the grievance procedure herein and to the Civil Service Commission procedure under General Laws, Chapter 31, Sections 43 and 46.

Section 2 - Written Submission of Grievance

Written submissions of grievances covered by the preceding steps shall be in not less than triplicate, on forms, a sample of which is hereto annexed and marked "A", and shall be signed by the representative of the Association 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 Association 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 Association 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 Association 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 three (3) 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 Association Representative within one (1) working day.

Step 2. If the grievance has not been settled, it shall be presented in writing to the Department Head, within three (3) working days after the supervisor's response is due. The Department Head shall respond to the steward in writing within three (3) working days.

Step 3. If the grievance still remains unadjusted it may be presented to the City Manager or his/her designee in writing within five (5) working days after the response of the Department Head is due.

Step 4. If the grievance is still unsettled, either party may within fifteen (15) days after the reply of the City Manager is due, by written notice to the other, request arbitration.

Step 5. 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 Association. A grievance shall be deemed waived unless it is submitted to arbitration within the time limits provided in this agreement, unless a mutual agreement to extend those limits is reached.

Step 6. The Parties agree to mandatory mediation following filing for arbitration with the Department of Labor Relations.

Section 4 - Arbitration

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

If the parties fail to select an arbitrator, the Department of Labor Relations shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the Employer and the Association shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name, the other party shall then strike one name.

The process shall be repeated and the remaining person shall be the arbitrator. If the parties shall fail to select the arbitrator as herein provided within five (5) calendar days of receipt of the list, the Department of Labor Relations shall appoint the arbitrator subject to the rules of the Department.

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

The expense for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Association. 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.

Termination:

In the event that the City elects to terminate any employee covered under this agreement, the employees shall be entitled, upon his request in writing, to a hearing before the City Manager. The decision of the City Manager shall be final with no further rights of appeal, and notification thereof shall be made in writing to the City Manager and other parties concerned within ten (10) days following such hearing.

ARTICLE VI 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 Association 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 Association 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 Association 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 Association of its obligations under the preceding two paragraphs, there shall be no liability on the part of the Association nor of its officers or agents for any damages resulting from the unauthorized breach of the agreements contained in this "no-strike" clause by individual members of the Association. 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 VII
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 Association to insist, in any one or more incidents, upon performance of any of the terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Employer or of the Association to future performance of any such term or condition and the obligations of the Association and the Employer to such future performance shall continue in full force and effect.

ARTICLE VIII
Hours of Work - Work Week

Section 1 - Hours of Work

The regular hours of work each day shall be consistent with school scheduling so that the safety of the children going to and from school shall be protected.

Section 2 - Work Week

The work week shall be consistent with the school schedule. In the event that it is necessary for the School Department to operate a summer school program which produces the need for Traffic Supervisors, the City shall send a notice to all Traffic Supervisors soliciting volunteers first. In the event that there is an insufficient number of volunteers, assignments will be based on least senior Supervisor within classification. Employees assigned, who decline appointment, shall

forfeit unemployment benefits as determined by the Division of Employment and Security.

Section 3 - Special Events

The Lowell Traffic Supervisors Association will have the opportunity to provide traffic supervision at Special Events, such as the Lowell Folk Festival, Winterfest or other similar City events.

ARTICLE IX
Association Officers and Stewards

A written list of Association Officers and the Association Representative shall be furnished by the Association to the Employer immediately after their election or designation, and the Association shall notify the Employer, in writing of any changes. This list shall not exceed one (1) Representative (Steward) from the unit covered by this Agreement.

ARTICLE X
Health and Insurance Plan

It is understood and agreed that the employees covered by this agreement (Traffic Supervisors), being part-time casual employees, are not covered by the health, dental and insurance plans of the City of Lowell.

ARTICLE XI
Equipment

The Employer agrees to provide all material and equipment required to perform the duties assigned to the employees covered by this Agreement. The Employee shall be responsible for all materials and equipment that are assigned to his/her custody.

Members will be provided with picture identification. Members will be required to wear these ids while they are at work.

ARTICLE XII
Wages and Pay Classification

Section 1

All increases to employees' base salary shall be reflected in the City's salary grid.

Section 2

The basic weekly salary, including the increase provided for in section 1 above is set forth in the City's salary grid.

Section 3

The basic weekly salary shall be paid to employees of this unit only during the 42 weeks each year consistent with the school year.

ARTICLE XIII
Uniforms and Protective Clothing

Section 1

If an employee is required to wear a uniform, protective clothing, or any type of protective device as a condition of employment, such uniform, protective clothing, or protective device as presently furnished shall continue to be furnished to the employee by the Employer. The cost of maintaining the uniform or protective clothing (furnished by the Employer) in proper working condition (including tailoring, dry cleaning and laundering) shall be paid by the Employee. During this agreement the Employer shall pay for and provide new jackets to existing employees.

Section 2

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

ARTICLE XIV
Miscellaneous Provisions

Section 1 - Bulletin Board

Announcements shall be posted in conspicuous places where employees enter or leave the premises. Parties to this Agreement, both of whom may use the Bulletin Boards for notices of routine nature, agree that it would be improper to post denunciatory or inflammatory written material on such bulletin boards. No personal or political notices allowable.

Section 2

Should any provision of this Agreement be found to be in violation of any Federal or State Law, Civil Service Rule, Lowell City Ordinance, or the Code of the City of Lowell, by a Court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

If there is a conflict between matters covered by this Agreement and any municipal personnel ordinance, rules or regulations or certain General Laws specified in Chapter 150E, Section 7, the terms of this Agreement shall prevail.

Section 3 - No Discrimination

The parties to this Agreement agree that they shall not discriminate against any person because of race, creed, color, sex or age, and that such persons shall receive the full protection of this Agreement. The Association 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 Association to enter the premises at any time, after prior written notice given to the Employer, for individual discussion of working conditions with employees, provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to the employees.

Section 5

Nothing in this Agreement shall prevent the City of Lowell from engaging persons outside the bargaining unit to perform work which could be performed by employees within the bargaining unit or otherwise from contracting out bargaining unit work.

Section 6

The Employer may require, at its expenses 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.

Section 7

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

Section 8

Employees unable to report to work due to illness or injury shall report by telephone to the Lowell Police Department front desk, one and one-half hour prior to their usual starting time on the day of their intended absence. This time requirement shall allow the City to hire a substitute Traffic Supervisor.

Section 9

In the event an employee is absent from duty, the City shall attempt to hire a substitute to work their assigned location.

Section 10

The Union agrees to attend all mandatory training and/or meetings as required by the City. Employees shall be compensated on a per diem basis for their time in attending.

Section 11

The Union agrees to receive their payroll checks every two weeks, conditioned on all other Unions similarly agreeing to bi-weekly payroll or a similar provision.

Section 12

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

Section 13

The parties agree that there shall be additional duties as assigned (including, but not limited to enforcing the dumpster ordinance, sidewalk snow shoveling compliance, trash, parking on the sidewalk, and leash laws). The Association will meet with the Superintendent of the Lowell Police Department, or his/her designee, twice per year. A third meeting will be convened if both parties agree it is necessary.

Section 14

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

Section 15

Members will be provided with City email addresses.

ARTICLE XV

Conclusion

Section 1 - Effective Date

The signing of this Agreement by the authorized representatives of the Association and the Employer shall constitute the effective date of this Agreement. However, where applicable and permissible, this Agreement is retroactive to July 1, 1993.

Section 2 - Termination

Either party may terminate this Agreement, provided such termination is transmitted through the Registered U.S. Mails to the responsible signatories to the Agreement. In no case may a termination notice be sent less than thirty (30) days prior to the termination date herein agreed.

Section 3 - Renewal

Should either party to this Agreement fail to send a Notice of Termination as described in Section 2, this Agreement will be considered to have been automatically renewed for another one (1) calendar year.

Section 4 - Changes

Should either party to this Agreement wish to inaugurate collective bargaining discussions over changes they may wish to introduce into this Agreement, it is agreed that notice of the substance of the changes and the language with which such desired changes are to be expressed, shall be mailed to the authorized parties signatory to this Agreement prior to the thirty (30) days before termination date of this Agreement. The parties receiving such notice of desired changes shall forthwith seek establishment of a meeting for purposes of discussion and amicable accommodation for the desired changes.

Section 5

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

Section 6 - 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. 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.

This contract executed on the date shown below.

Dated: 3-31-28


Eileen Donoghue, City Manager


President and Representative
Lowell Traffic Supervisors Association

APPROVED AS TO FORM:


Helen Anderson
Assistant City Solicitor

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF LOWELL AND
TRAFFIC SUPERVISORS ASSOCIATION**

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

The City of Lowell (“City”) and the Traffic Supervisors Association (“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. Bereavement

- a. Add a new section to Article XIV:

Upon completion of one (1) year of employment, employees shall be eligible to receive three (3) days of bereavement pay for the loss of an immediate family member. “Immediate family member” shall include: spouse, mother, father, grandparent or step-parent of employee or spouse, brother, sister, child, mother-in-law, father-in-law, and grandchild.

The rate of pay which an employee shall receive for bereavement leave shall be the base rate of pay for the grade of the position in which said employee is working on their last working day prior to the commencement of their bereavement leave.

3. Contract Provisions

- a. All provisions of this Memorandum of Understanding shall be incorporated into a comprehensive, integrated Collective Bargaining Agreement, which shall contain all

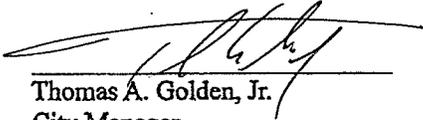
provisions of prior contracts and amendments thereto, except as such are changed by this Memorandum of Understanding.

- b. Except as modified herein, all provisions of the present, existing Collective Bargaining Agreement integrated contract remain in full force and effect.

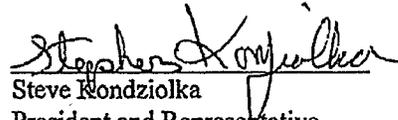
Witness our hands and seals this _____ day of _____, 2024.

CITY OF LOWELL

TRAFFIC SUPERVISORS ASSOCIATION

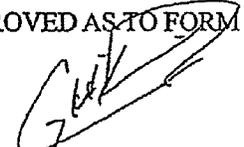


Thomas A. Golden, Jr.
City Manager



Steve Kondziolka
President and Representative

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 Traffic Supervisors Association 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 Traffic Supervisors Association covering the period July 1, 2024 through June 30, 2027 has been reached by the City of Lowell, acting through its City Manager, as the collective bargaining representative, and the Lowell Traffic Supervisors Association, which Memorandum covers the items negotiated over the past few months of which are outlined in the attached agreement; 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 Traffic Supervisors Association; and

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

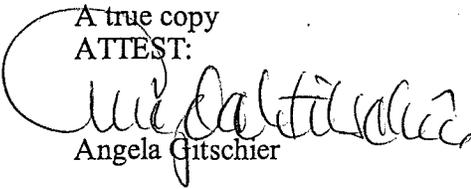
BE IT VOTED BY THE CITY COUNCIL OF THE CITY OF LOWELL, as follows:

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 Traffic Supervisors Association covering the period July 1, 2024 through June 30, 2027, and further authorize the expenditure of funds for this Agreement.

In City Council June 25, 2024, Read twice and adopted on roll call vote 11 yeas. So Voted./s/Angela Gitschier, Assistant City Clerk

Approved by City Manager Thomas A. Golden, Jr. June 26, 2024.

A true copy
ATTEST:


Angela Gitschier

Assistant City Clerk

VoteContractsCollectiveBargainingTrafficSupervisors Traffic