

**MEMORANDUM OF AGREEMENT BETWEEN  
CITY OF LOWELL ("THE CITY") AND  
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, AFL-CIO  
STATE COUNCIL 93, LOCAL 1705 ("THE UNION")**

EFFECTIVE: JULY 1, 2021

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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 Local 1705, State Council 93, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union" has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work, and other conditions of employment on behalf of bargaining unit members hereinafter referred to as "Unit Member" or "Employee".

## **ARTICLE 1**

### **RECOGNITION- PERSONS COVERED BY THIS AGREEMENT**

#### **Section 1.     General**

##### **A.     Recognition**

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 Unit Members whose titles are listed in Appendix A, 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 who have been in such status for more than ninety (90) calendar days without interruption in service, excluding all managerial employees, contractual employees, casual, seasonal and temporary employees and all other City employees. New employees who have served the required ninety (90) calendar day period shall be required to pay union dues or agency service fee.

##### **B.     Federal Programs**

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

All C.E.T.A. personnel who subsequently become, or have already become permanent employees of the City of Lowell, shall have their service with C.E.T.A. counted for vacation and sick leave accumulation purposes.

**Section 2. 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 2**

**EMERGENCY DEFINED**

**Section 1. Definition**

Wherever the term "emergency" is used in this Agreement, it shall mean any emergency as determined by the Department Head or person in higher authority or any extraordinary workload situation, or any situation which endangers the health and safety of the public or property, as determined by the Department Head or person in higher authority. For Emergency Snow Storms & Inclement Weather, please see Article 29A.

**Section 2. Grievance**

The Union reserves the right to resort to the grievance procedure if it does not agree to what constitutes an emergency. In an emergency situation, employee must respond to direction to perform services, provided the personal health and safety of the employee is not put in jeopardy by such performance.

**ARTICLE 3**

**UNION SECURITY**

**Section 1. Authorization**

During the life of this Agreement and in accordance with 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 Unit member who executes, or has executed, such from and remit the aggregate amount to the Treasurer of the Union along with a list of employees who have had said dues deducted. Such remittance shall be made monthly; provided that the Treasurer of the Union posts

bond, as per M.G.L., 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 M.G.L. c. 180, §§17A and 17G, as amended.

**Section 2. Agency Service Fee as Condition of Employment**

In accordance with M.G.L. c. 150E, §12, as amended, it is agreed by the Employer and the Union that all Unit members are required, as a condition of employment, to pay an agency service fee to the Union. Said agency service fee, proportionately commensurate with the cost of collective bargaining and contract administration, is equal to the amount of union membership dues. Employees within the bargaining unit shall not be required to pay both Union membership dues and the agency service fee.

Payment of the agency service fee shall commence on or after the thirtieth (30<sup>th</sup>) day following commencement of employment of the day 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 M.G.L. c. 150E, §12. The Union shall indemnify the City Against any damages or costs incurred in compliance with this section.

**Section 3. Form of Authorization for Payroll Deduction of Union Dues or Agency Fee**

AUTHORIZATION FOR PAYROLL DEDUCTION

BY: \_\_\_\_\_  
Last Name                      First Name                      Middle Name

TO: \_\_\_\_\_  
Employer    Department

Effective \_\_\_\_\_, I hereby request and authorize you to deduct from my earnings each, the amount of \$ \_\_\_\_\_. This amount shall be paid to the Treasurer of the Local Union 1705 and represents payment of my union dues. These deductions may be terminated by me giving you a sixty (60) days written notice, in advance, or upon termination of my employment.

Employee's Signature: \_\_\_\_\_

Employee's Address: \_\_\_\_\_  
\_\_\_\_\_

**ARTICLE 4**  
**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.

**ARTICLE 5**  
**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 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 11; 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 work and otherwise to contract out such work, subject to Article 34, §3; 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 provisions of this Agreement.

**ARTICLE 6**  
**GRIEVANCE PROCEDURE AND ARBITRATION**

**Section 1.**      **Matters Covered**

As provided in M.G.L. c. 150E, §8, the grievance procedure hereinafter set forth shall only be involved in the event of any dispute concerning the interpretation or application of this collective bargaining agreement. No other matters shall be the subject of the grievance procedure.

Where a grievance, as defined herein §1 involves suspension, dismissal, removal or termination it shall be processed beginning at the second (2nd) step, Article 6, §4. 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.

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. This provision does not affect the existing personal leave accrual provision, Article 21, Section 4.

**Section 2. Suspension and Dismissal**

**A. General**

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

**B. Progressive Discipline Program**

In an effort to provide more uniform attendance and equal and impartial enforcement by management, the following progressive discipline program shall remain in force for employees covered by this agreement:

**Level 1 - Oral Warning** - For the first infraction an oral warning shall be given with the steward present. It shall be reduced to writing and placed in the employee's file for twelve (12) months. If no similar infraction occurs within the ensuing twelve (12) months from the date the oral warning was given, it shall be removed from the employee's file.

**Level 2 - Written Warning** - If a similar infraction occurs during the above-mentioned six (6) month period, the employee who received the oral

warning shall receive a written warning with the steward present. If no similar infraction occurs within the ensuing twelve (12) months from the date of the written warning both the oral and written warnings shall be removed from the employee's file.

**Level 3 - Other Discipline** - If a similar infraction occurs within the above-mentioned twelve (12) month period, such infraction may lead to discipline which involves suspension or ultimate discharge.

Level 1 and 2 are grievable through the grievance procedure. If the employee's civil service status so permits, Level 3 actions are appealable through the civil service procedure or the employee may elect to process a suspension or discharge through the grievance procedure.

**Section 3.      Written Submission of Grievance**

Written submissions of grievances covered by the preceding Levels shall be 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 as set forth in Article 6, §4 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 4.      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 and present it to the Division Head or in absence of Division Head, Assistant Department Head within five (5) working days of the date of the grievance or his/her knowledge of its occurrence. The Supervisor shall attempt to adjust the matter informally and shall respond to the steward within one (1) working day.

- Step 2* If the grievance has not been settled, it shall be presented in writing to the Department Head, within five (5) working days after the Supervisor's response is due. The Department Head shall respond to the Union Steward and/or representative in writing within five (5) working days.
- Step 3* If the grievance still remains unadjusted it may be presented to the City Manager or his/her designee in writing within five (5) working days after the response of the Department Head is due. The City Manager or his/her designee shall respond to the Union in writing within thirty (30) working days after the grievance is presented to the City Manager. Within said thirty (30) working days, the City Manager, or his 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) 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 ("State Agency").
- Step 5* If the grievance is still unsettled, after conciliation, either party may, within thirty (30) days after the conciliation, by written notice to each other, request arbitration. Except in a case of suspension or dismissal, 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.
- Step 6* The parties agree to mandatory mediation following filing for arbitration with the Department of Labor Relations.

**Section 5. Arbitration**

The Arbitration proceedings shall be conducted by an arbitrator to be selected by the

Employer and the Union within seven (7) days after notice has been given.

If the parties fail to select an arbitrator, the State Agency shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the Employer and the Union shall have the right to strike two (2) names from the panel.

The party requesting arbitration shall strike the first name, the other party shall then strike one name. The process shall be repeated and the remaining person shall be the arbitrator. If the parties shall fail to select the arbitrator as herein provided within five (5) calendar days of receipt of the list, the Department of Labor 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.

## **ARTICLE 7**

### **NO STRIKE CLAUSE**

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

Should any employee or group of employees covered by this Agreement engage in any strike, work stoppage, slowdown, or withholding of services, the Union shall forthwith disavow any such strike, work stoppage, slowdown, or withholding of services and shall refuse to recognize any picket line established in connection therewith. Furthermore, at the request of the Employer the Union shall take all reasonable means to induce such employee or group of employees to

terminate the strike, work stoppage, slowdown or withholding of services and to return to work forthwith.

In consideration of the performance by the Union of its obligations under the preceding two paragraphs, there shall be no liability on the part of the Union or of its officers or agents for any damages resulting from the unauthorized breach of the agreements contained in this "no-strike" clause by individual members of the Union. Nothing in this section is intended to limit or waive any provision of M.G.L. c.150E, regarding the subject matter of this section.

## **ARTICLE 8**

### **STABILITY OF AGREEMENT**

The Union and the City agree that each has had the opportunity to bargain for any provision that it wished in this contract and each expressly waives the right to reopen the contract for any further demands or proposals except as specifically stated in Article 29 (Wages). Each agrees that this contract constitutes a complete agreement on all matters and that if other proposals have been made or considered, they have been withdrawn in consideration of this Agreement. By mutual agreement, both parties may agree from time to time to amend this Agreement. It shall be in written form and signed by both parties.

The failure of the Employer or the Union to insist, in any one or more incidents, upon performance of any of the terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Employer or of the Union to future performance of any such term or condition and the obligations of the Union and the Employer to such future performance shall continue in full force and effect.

## **ARTICLE 9**

### **ADHERENCE TO CIVIL SERVICE**

The Employer and the Union recognize and adhere to all State Labor Laws and to Civil Service Laws and Rules and Regulations, relative to seniority, promotions, transfers, discharges, removals and suspensions, duties and appointments, etc.

## **ARTICLE 10**

### **SENIORITY**

#### **Section 1. Permanent Civil Service Employees**

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 M.G.L. c.31, §15D, as amended.

#### **Section 2. Permanent Civil Service Employees; Department or DPW Division**

Except for purposes of promotion, transfer, increase or decrease in the working force, and matters covered by civil service law and regulation, the length of service of any permanent civil service employee in grade (as classified by Civil Service) within a department (or division when relating to the Public Works Department) shall determine the seniority of the employee. Departmental seniority lists shall be posted by the Employer in each department or division.

#### **Section 3. No Civil Service Seniority List**

When Civil Service seniority is not applicable, an employee's seniority shall be determined as length of the continuous time in the bargaining unit.

#### **Section 4. Principle of Seniority**

Where the qualifications and ability of the employee are relatively equal, the principle of seniority as defined in Article 10, §2 above shall govern and control in all cases of preference in filling shift vacancy, overtime rotation, holiday rotation, and vacation preference.

#### **Section 5. Employer Judge of Qualifications and Ability**

The Employer shall be the sole judge of qualifications and ability, provided that such judgment shall not be exercised arbitrarily or capriciously. Any dispute hereunder as to whether employer has acted arbitrarily or capriciously shall be the subject of the grievance and arbitration procedure.

The Employer agrees to make available to the Union upon request the names of the top three employees involved in the filling of a position and the name of the employee selected by the Employer for the position.

#### **Section 6. No Departmental Senior Qualified Individual**

For promotion purposes, if no senior qualified individual exists in a department, procedure for filling the position shall be as follows: 1) post in-house; 2) civil service listings 3) fill position based on EEO, affirmative action and civil service rules and regulations. Notification of job award

to all applicants who applied for position.

**Section 7.      **Vacation Preference****

Concerning vacation preference, nothing herein shall limit the authority of the department head as provided in M.G.L. c.41, §111, as amended.

**Section 8.      **Returning Employees****

Regardless of any Collective Bargaining Agreement provision to the contrary, members who leave the service of the City for a period of 90 days or less, and return to the service of the City, will retain and/or restore, as the case may be, all his/her seniority as acquired prior to his/her separation of employment.

**ARTICLE 10A**

**LAYOFF, RECALL, & RELATED PROCEDURES**

**Section 1.      **Layoff Procedure****

Provisional employees shall be last hired, first laid off. This procedure shall apply per department. Example: if employee "A" has ten (10) years of provisional employment within Treasurer's office and employee "B" has two (2) years of provisional service, employee "B" has more provisional service than employees in other departments and holds the same classification, employee "B" can bump those employees with less service. This is dependent upon qualification of employee. Qualifications are based on job, attendance, ability to do job, skills, ability to work in other department, and with Manager's approval. Manager's decision shall not be arbitrary nor capricious but show sound reasoning.

If employee "B" can perform work of a lesser classification, he/she shall have the option to bump those provisional employees in a lesser classification who have less service.

Seniority date for permanent employees in labor service shall be hiring date or permanent appointment based on requisition number i.e. lowest score on civil service exams shall be laid off first. If scores are tied, a lottery will determine order of lay off.

**Section 2.      **Layoff Notices****

Whenever the City decides to lay off permanent or provisional employees, the City will provide the Union with two (2) weeks written notice of said lay off with concurrent notice to the Unit Member.

**Section 3.      **Recall Rights****

- (a). The recall rights of permanent civil service employees are established under civil service law.
- (b). Unit members laid off in FY2010 shall be afforded recall rights up to three (3) years and shall not be removed from the recall list for refusing a position of a lesser grade from which they were laid off.
- (c). All Unit Members who are laid off shall have recall rights in order of seniority, not to exceed two (2) years. Recall rights may terminate if an employee fails to report to work when scheduled for a recall or refuses a full time offer. Upon return to work the Unit Member shall maintain accumulated benefits and seniority as if there had been no broken service.

**Section 4. Retirement During FY10**

An employee who retires for superannuation during FY2010 shall be paid at the time of his/her retirement a base wage increase of three (3%) percent retroactive to July 1, 2009.

**Section 5. Recall Lists and Posting Job Bidding**

All FY2010 vacant bargaining unit positions will be posted within the bargaining unit and mailed to laid-off employees. These laid-off employees will be deemed in-house for purposes of consideration of employment and maintain all grievance rights in accordance with Article 30 (Job Posting & Bidding).

Notwithstanding the preceding language, the City retains its management prerogatives in such matters but agrees to meet with and discuss such matters including the feasibility to backfill FY2010 bargaining unit budgeted positions.

**ARTICLE 11**

**HOURS OF WORK – WORK WEEK**

**Section 1. General**

Except for employees on continuous operations, the regular work week shall be five (5) consecutive days, Monday through Friday.

Except for clerical employees and non-custodial library personnel, the regular workweek consists of five (5) eight (8) hour days. Clerical employees and non-custodial library personnel have a regular work week that is five (5) seven (7) hour days with the following exceptions:

- (a) The positions of 1<sup>st</sup> and 2<sup>nd</sup> Assistant Parking Clerk have a regular work week of

thirty-seven and one-half (37.5) hours per week. Pursuant to a March 2007 agreement, in the Treasurer's Office will have a temporary regular work week of thirty-seven and one-half (37.5) hours per week. The City Manager will analyze the temporary schedule to determine if it should become permanent.

- (b) The position of Head Clerk in the Police Traffic Division has a regular work week of forty (40) hours per week.
- (c) The position of Principal Clerk in the Police Internal Investigation and Training Center has a regular work week of forty (40) hours per week.
- (d) The position of Assistant Payroll Supervisor in Auditing has a regular work week of forty (40) hours per week.

The employer shall have the right to schedule work shifts and schedules.

Each employee shall be scheduled to work a shift with regular starting and quitting times.

Except for emergency situations and as herein otherwise provided, work shift and schedules shall not be changes unless mutually agreed on between the Union and the Employer.

## **Section 2. Non-Clerical of DPW, Parks & Cemetery Departments**

All non-clerical employees of the Public Works, Parks and Cemetery Departments and its divisions, are required to work five consecutive eight working hour days which shall include a thirty (30) minute duty free lunch within the area and two ten (10) minute breaks at the work site scheduled at the middle of each one-half shift. Employees working through lunch only on approval from immediate supervisor.<sup>1</sup>

## **Section 3. Continuous Operations**

### **A. General**

Employees engaged in continuous operations are defined as being any employees or group of employees engaged in an operation for which there is regularly scheduled employment for twenty-four (24) hours a day, seven (7) days a week. The work week for employees engaged in continuous operations shall consist of five (5) consecutive eight (8) working hour days.

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<sup>1</sup> As per side letter agreement signed 5/23/11, the City will utilize a contractor to perform certain landscaping duties for the cemetery division. In particular, the contractor will perform grass cutting, trimming and general lawn pick up services and other such duties at the Westlawn, Westlawn 2 and Edson cemeteries in preparation for Memorial Day and Flag Day. It is agreed that an equal amount of money for the cost of these services, but not to exceed ten thousand dollars (\$10,000) shall be allocated to DPW staff to be utilized on an overtime basis at all remaining, city-owned cemeteries. Distribution of overtime amongst 1705 DPW employees shall be administered and overseen by the Union in a fashion similar to the shotgun agreement.

**B. LPD Dispatchers & Detention Attendants**

The Police Dispatchers and Detention Attendants will work a four-day on, two day off schedule. Each will be four (4) straight eight-hour days followed by two days off. The average workweek with a 4/2 schedule is 37.2 hours. The current pay scale (6/30/99) will be considered the base wages. Dispatchers shall receive a one-time increase of .25% added to the members' base pay as a result of AVL implementation.

Dispatchers and Detention Attendants will be allowed to exchange time or so called "swap" with pay, for a day in which he/she is able to secure another employee to work in his/her place from any shift. Said swap to be for an unusual occurrence, or for some purpose not in the normal course of events. This leave will be granted, provided:

1. Such swaps or exchanges are made only after prior approval of the Communications Supervisor or Department head designee, which shall not be unreasonably withheld.
2. Such substitutions occurs with fourteen (14) days and does not impose an additional cost on the City with regard to payment of salaries and wages in the form of overtime or otherwise, and
3. The employee in charge of the shift in which the substitution takes place be notified one day prior to its becoming effective, except in the case of an emergency, the notification may be made on a shorter term.

Shift hours for the Dispatchers and Detention Attendants are as follows:

	<b>Start</b>	<b>End</b>
<b>1<sup>st</sup> Shift:</b>	7 a.m. (0700)	3 p.m. (1500)
<b>2<sup>nd</sup> Shift:</b>	3 p.m. (1500)	11 p.m. (2300)
<b>3<sup>rd</sup> Shift:</b>	11 p.m. (2300)	7 a.m. (0700)

**Section 4. Shifts for Water Utility Operators**

On and after the date of signing this Agreement, the City reserves the right to change the regular starting and quitting times for Water Utility Operators on each eight (8) hour shift within a range of one (1) hour:

	<b>Start</b>	<b>End</b>
<b>1<sup>st</sup> Shift:</b>	7 a.m. to 8 a.m.	3 p.m. to 4 p.m.
<b>2<sup>nd</sup> Shift:</b>	3 p.m. to 4 p.m.	11 p.m. to 12 a.m.
<b>3<sup>rd</sup> Shift:</b>	11 p.m. to 12 a.m.	7 a.m. to 8 a.m.

Thirty (30) days advanced notice of any change will be provided to the affected employees and concurrently to the Union. Once a change is made hereunder, there shall be no such subsequent change for at least twelve (12) months (except sooner by mutual agreement).

**Section 5. Library**

The regular workweek for all library staff personnel shall be thirty-five (35) hours per week, including one (1) night per week and every fourth Saturday; year-round. The regular day hours shall be 9:00a.m. to 5:00p.m. or 9:30a.m. to 5:30p.m., including a one hour unpaid meal period. The regular night hours shall be 1:00 p.m. to 9:00 p.m. with a one-hour unpaid meal period. Understanding the Library personnel are scheduled to work evenings and Saturday hours, the "day" schedule (in terms of start & stop times) shall be consistent day shift by seniority. The City may implement the 9 to 5 Saturday shift with a one hour unpaid meal break.

**Section 6. Traffic Sign Maintenance, Parking Meter Repair, Messengers (Custodial)**

The normal hours of work for all employees in this unit shall be eight (8) hours in a day and forty (40) hours in a week. Employees shall not be required to work in excess of said hours, except for snow storms and other situations which are an emergency or cause a hazard to health or safety or the City in the opinion of the City Manager and/or department head.

Parking Meter Repairmen and Sign Maintenance Men:

The normal hours of work are 7:00 a.m. to 3:30 p.m., with a thirty (30) minute lunch break off the clock. Such employees shall normally work five (5) consecutive days, Monday through Friday.

In lieu of a continuance of the sign in/sign out procedure for all unit employees (male and female) in the Messenger's Department, said employees shall submit a signed weekly time schedule showing the time and hours worked, to the Building Manager on a form provided by the Building Manager. This system is comparable to what is submitted by the Parking Area Cashiers.

**Section 7. Work Day Excluding Clerical and Non-Custodial Library Personnel**

Except for clerical personnel and non-custodial library personnel, the normal work day shall consist of eight (8) consecutive working hours except for lunch break interruptions within a twenty-four (24) hour period. Except as otherwise provided herein, each employee shall be scheduled to work a shift with regular starting and quitting times. The Employer shall have the right to schedule work shifts and schedules. Except for emergency situations and as herein otherwise provided, work shifts and schedules shall not be changes, unless mutually agreed between the Union and the Employer.

**Section 8. Part-Time Employees**

Part-time employees who work twenty (20) or more hours per week shall be entitled to pro-rated benefits under this Agreement.

**Section 9. City Hall Early Closing for Holiday or Inclement Weather**

The City shall close the Library early for a holiday or inclement weather, if City Hall is closed early for a holiday or inclement weather. See Article 21 for personal leave accrual.

**Section 10. Non-Essential Employee Use of Time During Parking or Emergency**

Non-essential employees shall be allowed to use authorized accrued vacation or personal time during a parking ban or declared state of emergency.

**ARTICLE 12**

**OVERTIME**

**Section 1. General Provision**

An employee covered by this Agreement shall be paid overtime at the rate of one and one-half (1.5) for work in excess of eight (8) hours in one (1) day and forty (40) hours in one (1) week, with the exception of the personnel covered by Sections 2, 3 or 4.

**Section 2. Non-Custodial Library & Clerical Positions**

Non-custodial Library employees and clerical employees shall be paid at the rate of time and one-half (1.5) for work in excess of thirty-five (35) hours in one work week.

**Section 3. 1st and 2<sup>nd</sup> Assistant Parking Clerk Positions & Temporary Treasurer**

**Hours**

The 1<sup>st</sup> and 2<sup>nd</sup> Assistant Parking Clerk positions shall be paid at the rate of time and one-half (1.5) for work in excess of thirty-seven and one half (37.5) hours in one work week. While the temporary hours remain in effect, those affected employees shall also be paid at the rate of

time and one-half (1.5) for work in excess of thirty-seven and one half (37.5) hours in one work week.

**Section 4. LPD Dispatchers and Detention Attendants**

Although the irregular work schedule for Dispatchers and Detention Attendants is not a straight forty hours, employees will continue to be paid overtime (within the confines of the Agreement) after they have worked a complete schedule, Sunday through Saturday at the rate of time and one-half (1.5). It is understood that during some work periods employees will work five days during the time frame and sometimes four days.

**A. 4 Hour Increments**

If the overtime rotation has been exhausted and no volunteer exists, the Employer in order to provide appropriate coverage may offer overtime shifts in four (4) hour increments.

**Section 5. Work Call Backs and Holdover**

Any employee called back to work shall be paid time and one-half for all hours worked on recall with a minimum guaranty of four (4) hours pay at time and one-half.

If a Department of Public Works' employee stays beyond their normally schedule shift to finish work already started during the normal shift, the employee will be guaranteed a minimum of two hours pay at the overtime rate. However, the employee will be required to work those two hours. An employee must obtain approval from the Commissioner or their designee to stay beyond their normally scheduled shift. A call-back that occurs within the first thirty minutes after an employee's shift will be treated as a holdover.

**Section 6. Overtime Equality and Impartially Distributed**

Overtime shall be equally and impartially distributed on a rotating basis among personnel in each area who ordinarily perform such related work in the normal course of their work week according to the seniority of the employee, as defined in Article 10, §2. When, in case of emergencies, it is necessary to call in personnel from areas other than the area which normally performs such related work shall be released from their duties first when the work load lessens.

For the sole purpose of determining the rotation of overtime opportunities to employees, overtime work refused shall be deemed overtime actually worked. However, an employee's regular scheduled hours shall not count as "work refused." In such cases, the employee shall maintain his/her overtime rotation status.

**Section 7. Overtime Lists Posting**

The Employer shall in each Department post in a conspicuous place a list of eligible employees for overtime, hours of overtime worked by each employee and the date the overtime work was performed. The Employer shall ensure that the list is kept to date.

**Section 8. Overtime, Voluntary, Emergencies, Police Dispatchers and Detention Attendants**

Overtime work shall be voluntary, except for emergencies. There shall be no discrimination against any employee who declines to work overtime. In the event that a Police Dispatcher, or Detention Attendant, is required to work on an involuntary basis during an emergency, that employee shall be compensated on a double (2.0) time basis for all hours worked during that declared emergency.

**Section 9. Computing Hours for Overtime Purposes**

For purposes of counting forty (40) hours in any week for computing overtime, sick leave absences shall count as time worked, provided that such absences are not the day prior to or the day after a holiday and do not exceed five (5) sick days in one (1) calendar year. For purposes of counting forty (40) hours in any week for computing overtime, individual vacation days, including half day increments in accordance with Art. 18, Sec. 3, shall also count as time worked and shall not be limited to five (5) vacation days in one (1) calendar year.

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

**Section 10. Holiday Overtime Pay Water Department**

The past practice of holiday overtime for Water Department employees will be reduced to minimum coverage. This means the same coverage that is scheduled on weekends shall be the same manning coverage for the following holidays: Christmas, Thanksgiving, New Year's, Independence Day (July 4<sup>th</sup>) and Labor Day.

**Section 11. Shot Gun Drivers - Snow & Inclement Weather**

The past practice of "shot-gun" drivers will continue for snow plowing only except as referenced in Article 29A.

**ARTICLE 13**

**UNION OFFICERS AND STEWARDS**

A written list of Union Officers and the Union Stewards shall be furnished by the Union

to the Employer immediately after their election or designation, and the Union shall notify the Employer, in writing of any changes. This list shall not exceed one (1) Steward from each division, and in no event more than twelve (12) from all departments covered by this Agreement. The Union Steward shall be granted reasonable time off during working hours to investigate and settle grievances, attend meeting of state and national bodies without loss of pay. A Unit Member who is an authorized elected delegate or alternate may attend meetings of the State and National bodies without loss of pay; provided not more than three (3) employees from the City shall attend such meetings without loss of pay.

In case of death of a current bargaining unit employee, two (2) Unit Members as designated by the Union President, or his/her designee, shall be allowed to attend the funeral without loss of pay.

The above Stewards and Employees shall receive permission from the Department Head for the time off referred to in the previous two (2) paragraphs. The Department Head shall not unreasonably withhold such permission.

When the Union President and/or steward(s) are on Union business within the confines of the contract, the Division Head shall be notified of the employee's whereabouts. In the absence of the Division Head, the Department Head shall be notified of the employee's whereabouts.

## **ARTICLE 14**

### **MEAL PERIODS**

Except as specifically provided otherwise in this Agreement, the City shall grant a meal period of one hour's duration during each work shift. Whenever possible, the meal period shall be scheduled at the middle of the shift, except where staggering a meal period is required to provide continuity of staff.

The Department head at his/her discretion may request employees to take a meal period en route to a job site or while performing job duty. Employee may end work day after the completion of eight (8) continuous hours of work or seven (7) or seven and one-half (7.5) hours depending of hours of work for clerical employees if Department Head approves and schedule allows.

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

The Employer shall purchase such a meal whenever it is feasible because of the problem

of restaurants not being open at late hours during snow emergencies.

**ARTICLE 15**  
**REST PERIODS**

All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half (1/2) shift. The rest period shall be scheduled at the middle of each one-half (1/2) shift whenever this is feasible.

Employees who for any reason work beyond their regular quitting time into the next full shift shall receive a meal break before they start to work on such next shift. In addition, they shall be granted the regular rest periods that occur during the shift.

**ARTICLE 16**  
**CLEANUP TIME**

Employees shall be granted eight (8) minutes personal cleanup period prior to the end of each work shift. Work schedules shall be arranged so employees may take advantage of this provision. The Employer shall make the required facilities available.

**ARTICLE 17**  
**HOLIDAYS**

**Section 1.     **Holidays****

The following days shall be considered to be paid holidays:

New Year's Day	Memorial Day	Indigenous Peoples' Day
Martin Luther King, Jr. Day	Juneteenth	Veterans Day
Presidents Day	Independence Day	Thanksgiving
Patriots Day	Labor Day	Christmas

In addition to the enumerated holidays above, this Article will also apply to any legal holidays created by the State's General Court.

**Section 2.     **Holiday Pay****

Holiday pay shall be one full day's pay at straight time rate. If a holiday occurs on a regular day off of an employee, he/she shall receive, in addition to his/her regular compensation, the holiday pay as above specified. Holiday pay does not include shift differential.

If a holiday occurs within an employee's vacation period, he/she shall receive an additional day's vacation, with pay.

**Section 3. Working on a Holiday**

An employee required to work on a holiday shall receive, in addition to his/her holiday pay, time and one-half (1.5) for all hours worked.

Employees in continuous operation position shall be paid time and half (1.5) for all hours actually worked on a day when the City is observing a holiday.

**Section 4. Saturday or Sunday Holidays, Skeleton Days**

Employees working on the actual holiday of Saturday or Sunday will be paid holiday pay at straight time plus time and one half (1.5) for hours worked. The Friday (for Saturday) or Monday (for Sunday) holiday for legal purposes, will be treated as a skeleton day. The skeleton crew will work the day at straight time and will be compensated eight (8) hours holiday pay at straight time. The majority of employees who work Monday through Friday day shift and are not 24-hour operations for manpower purposes, will have the Friday off before a holiday or the Monday off after the Holiday rather than an extra days pay. If an employee who is eligible for overtime pay works on a holiday which falls on a regular workday, he/she shall be paid time and one-half (1.5) for such day and one additional day's pay at straight time.

**Section 5. Eligibility for Holiday Pay**

To be eligible for holiday pay, any employee shall have worked on the scheduled workday preceding the holiday and have worked on the scheduled workday following the holiday unless on paid authorized leave. Employees on Worker's Compensation shall be compensated in accordance with Worker's Compensation Act 152, as amended, and shall not be eligible for additional days' pay.

Skeleton force time and/or any other days off or time off as may be granted by the City Manager do not constitute past policy or guaranty for the future grant of such time.

**ARTICLE 18**

**VACATIONS**

**Section 1. General**

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.

If an employee does not meet the thirty (30) week threshold of actual work due to injury compensation pursuant to M.G.L.c.152, said employee shall accrue vacation on a pro-rated basis for weeks actually worked.

Further, for the purpose of determining vacation, an employee may be allowed to count up to one (1) year of M.G.L. c. 152 disability leave based on a single injury towards the employee's length of continuous active service.

**Section 2. Length of Service and Vacation Weeks**

Every person covered by this Agreement who has worked for the Employer not less than five (5) years, but less than ten (10) years, shall be granted an annual vacation of three (3) weeks, without loss of pay and any such employee who has worked for the Employer for ten (10) years or more, 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. In addition, the following schedule is hereby added:

15 years of service	5 weeks vacation
16 years	5 weeks plus 1 day
17 years	5 weeks plus 2 days
18 years	5 weeks plus 3 days
19 years	5 weeks plus 4 days
20 years	6 weeks

**Section 3. Vacation Sign Ups and 112 Day Increments**

Every office and department shall have a sign up period for vacations. Vacations will be allotted on the basis of seniority. The policy by department shall be consistent. Vacation shall be granted by the Department Head at such time as in his/her opinion will cause the least interference with the performance of the regular work of the employer. Requests over and above the sign up period shall be forty-eight hours in advance, to the Department Head. Employees may take vacation time in half day (1/2) day increments with the approval of the Department Head. The Department Head will not unreasonably deny such requests.

**Section 4. Rate of Pay**

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.      **Vacation- M.G.L., c. 41, §111E; Summer Schedules, Carry Over****

**A.      **M.G.L., c.41, §111E****

In accordance with M.G.L., c.41, §111E, whenever the employment of any eligible employee is terminated during a year by dismissal through no fault or delinquency on his/her part, or by resignation, retirement or death, without his/her having been granted the vacation to which he is entitled, he, or in the case of his/her death, his/her estate, shall be paid at the regular rate of compensation payable to him/her at the termination of his/her employment, an amount in lieu of such vacation, provided that no monetary or other allowance has already been made therefore. If termination is due to death, payments hereunder shall be made in accordance with M.G.L., c.41, §111-1, where applicable.

**B.      **Vacation Schedules-Summer****

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

**C.      **Vacation Carry Over****

Employees with vacation entitlement of three (3) weeks per year, may carry over two (2) weeks vacation into the next calendar year. Employees with vacation entitlement of four (4) or five (5) weeks vacation entitlement, may carry over four (4) weeks vacation into the next calendar year.

**Section 6.      **New Hire Less Than 30 Weeks****

A newly hired employee who does not reach the thirty (30) weeks in the aggregate during the twelve (12) months preceding the first day of June shall receive one (1) weeks of vacation entitlement.

**Section 7.      **Vacation Entitlement- Break in Service****

Notwithstanding any other provision of this Agreement, for the purpose of determining vacation entitlement for an employee with a break in service, after one year of actual service, the employee shall be credited with all prior City service.

## ARTICLE 19

### SICK LEAVE

#### Section 1.      **General**

As provided by M.G.L., c.41, §111B, 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.

Newly hired employees shall accumulate one and one quarter (1.25) days per month for each full month worked during their first year of employment. Thereafter, each member of the bargaining unit shall be credited with fifteen (15) days of sick leave per year on his/her anniversary date. Employees shall accrue sick, vacation and personal time on January 1<sup>st</sup> of each year.

Sick leave may be accumulated from year to year. The sick leave maximum for purpose of use only shall be three hundred (300) days. For the purpose of payment of unused sick leave under Article 19, Section 2, the maximum shall be two hundred sixty (260) days.

Nothing in the preceding paragraphs regarding sick leave benefits shall be deemed to waive any of the provisions of said Sick Leave Ordinance set forth in the Code of the City of Lowell. The rate of pay which an employee shall receive sick leave shall be at the base rate of pay for the grade of the position in which said employee is working on his/her last working day prior to the commencement of his/her sick leave. Sick leave may be used in one (1) hour increments.

The parties recognize the value of counseling employees when there is a problem with suspected sick leave abuse.

The parties shall continue to meet to discuss the inclusion of a mutually agreed to voluntary Sick Leave Bank (terms agreed to in principle March 2006). Both parties shall retain all rights concerning this issue

#### Section 2.      **Death or Retirement**

Except for just cause, employees upon death, involuntary layoff or retirement of an employee, the Employer shall pay for unused accumulated sick leave on a one (1) for three (3) ratio, i.e., one day's regular basic salary (without shift differentials, etc.) for each three (3) days of authorized accumulated unused sick leave. 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 M.G.L., c.41, §111-I.

**Section 3. Sick Leave Buy-Back**

At the employee's option, after she/he has accumulated seventy-five (75) sick days, they may sell back to the City up to five days per year, provided they have used, excluding Personal Days, no more than five (5) days in the previous year and have increased his/her accumulation by at least three (3) days. Such payment shall occur on the third week of January.

New members shall no longer be eligible for a buy back of a percentage of their accumulated sick leave. Moreover, new members shall no longer be eligible for a yearly buy back of five (5) sick days per year.<sup>2</sup>

Current members shall have the option to freeze their sick leave amounts as of January 1, 2015. Pursuant to the "freeze," members shall be eligible to buy back 10 days, in addition to the current 5 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.<sup>3</sup>

**ARTICLE 20**

**BEREAVEMENT LEAVE**

As provided by the Sick Leave Ordinance of the City of Lowell, 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 an aunt, uncle, nephew, niece, brother or sister or an employee's husband or wife, one (1) days leave of absence, with pay, shall be allowed if requested, and it shall not be charged against his/her 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.

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<sup>2</sup> Effective upon execution of 2012-2015 MOU, 6/10/14

<sup>3</sup> Effective upon execution of 2012-2015 MOU, 6/10/14

Immediate family of the employee includes: spouse, mother, father, brother, sister, child, mother-in-law, father-in-law, grandparents and step-parents of employee and spouse, and grandchild.

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 21**

### **PERSONAL LEAVE**

#### **Section 1.      **General****

Personal leave may be requested for urgent family or personal business that cannot be conducted outside of an employee's regular work schedule. Up to five (5) personal leave days may be granted each fiscal year. The first three (3) personal leave days shall be without loss of pay. The fourth and fifth days shall be charged against sick leave. Personal leave shall not be accumulated. Personal leave may be used in one-half (1/2) day increments with the approval of the Department Head. The Department Head shall not unreasonably deny such requests. Employees shall accrue sick, vacation and personal time on January 1<sup>st</sup> of each year.

#### **Section 2.      **Request for Personal Leave****

Employees requesting a personal leave day shall request such day in writing at least five (5) days in advance, unless an emergency situation prevents such advance notice from being given. Employees requesting personal leave at least five (5) days in advance of requested day shall not be required to give reason for personal day, otherwise the request shall state the reason for the leave with sufficient particularity so as to enable the department head to determine whether the request is in accordance with the contract, without unduly invading the employee's privacy.

#### **Section 3.      **Personal Day After Thanksgiving****

Members shall be entitled to a scheduled fourth (4<sup>th</sup>) personal day to be used on the day after Thanksgiving so long as the employees' location and operation are closed. In the event that they are not, such employees shall be entitled to a floating personal day. Continuous operations are exempt.

#### **Section 4.      **Essential Personnel- Emergency, Inclement Weather****

Essential personnel will be allowed to accrue personal leave (hour for hour) when non-

essential personnel of the bargaining unit are released due to an emergency, inclement weather or any other early release authorized by the employer. This applies to only employees who have performed actual work on these days.

## **ARTICLE 22**

### **JURY AND COURT 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 by having the employee pay over to the Employer his/her jury pay in full, exclusive of any travel or other allowance and, in turn, the Employer will pay to the employee his/her regular weekly wages.

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

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

An employee who is subpoenaed by a public agency to court relative to City business during work hours shall be paid for such time.

Employees not actually impaneled on a jury and who are dismissed for the day, must report back to work within a reasonable period of time following dismissal in order to be eligible to receive the day's pay.

## **ARTICLE 23**

### **HEALTH AND INSURANCE PLAN**

The Employer shall provide health and life insurance for employees and dependents according to M.G.L., c.32B, to the extent that the applicable sections of said chapter have been duly accepted by the City of Lowell and to the extent that each employee and his/her dependents are otherwise individually eligible therefore. It is agreed that the Employer shall pay seventy-five (75%) percent of the cost of the managed care health insurance plan in force for all City employees, and the employee shall pay twenty-five (25%) percent of the cost thereof.

The health insurance plan shall contain a benefit management provision and predetermined substance abuse and a cafeteria plan feature.

The City shall be allowed to offer a Health Maintenance Organization in conjunction with, but not to replace, the managed care plan currently in force for all employees. Said plan will be offered through the same administrators of the current indemnity plan in place for all city employees. Union 1705 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 offered at the current 75%/25% contribution levels.

The City shall offer a Health Maintenance Organization (HMO) plan and Preferred Provider Option (PPO) plan in conjunction with the managed care plan currently in effect for all employees, as soon as practical.

Said plans will be offered through the same administrators of the current indemnity plan in place for all city employees. Prior to open enrollment, the city shall provide a one (1) hour duty free explanation seminar for all bargaining unit members. This seminar shall include representatives from the insurance provider.

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

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

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

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

## **ARTICLE 23A**

### **FLEXIBLE SPENDING ACCOUNT**

The City of Lowell will implement an IRS Section 125 Flexible Spending Account (FSA) Plan. The Plan will allow for pre-tax payroll deductions for unreimbursed medical expenses and child/dependent care expenses in accordance with Section 125 of the Internal Revenue Code.

## ARTICLE 24

### UNIFORMS AND PROTECTIVE CLOTHING

#### **Section 1. Uniformed Employees**

If an employee is required to wear a uniform, protective clothing, or any type of protective device as a condition of employment, such uniform, protective clothing, or protective device shall be furnished to the employee by the Employer. The cost of maintaining the uniform or protective clothing (furnished by the Employer) in proper working condition (including tailoring, dry cleaning and laundering) shall be paid by the Employer with the exception of shirts for Department of Public Works' employees. Department of Public Works' employees will be responsible for cleaning the shirts provided to them by the Employer.

#### **Section 2. Uniforms & Protecting Clothing on the Job**

Work clothes and protective clothing and protective equipment furnished by the Employer, as well as work boots paid for by the Employer, shall be worn by Employees while on the job.

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

##### **A. Labor Service**

For all labor service employees (Public Works, Water, Cemetery, Parks) and mechanics employees, the Employer shall furnish, maintain and clean coveralls in the winter months and two (2) work shirts (summer weight) and two (2) work trousers in the summer months.

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

The Employee shall be responsible for all materials and equipment that are assigned to his/her custody.

##### **B. Meter Attendants**

The City shall provide Meter Attendants with four (4) uniform pants, four (4) uniform shirts (summer, winter or combination) annually, and two (2) jackets (one spring and one winter) as needed. Maintenance of such uniforms shall be the responsibility of the employee.

The failure of an employee to wear required uniforms or safety gear shall subject the employee to disciplinary action. Regarding uniforms, no discipline shall be implemented unless and until management has clearly specified that wearing a uniform is required.

**C. Detention Attendants**

Detention Attendants shall be issued the following *Initial Clothing Allowance*:

- 5 Short Sleeve Blue Shirts
- 5 Long Sleeve Blue Shirts
- 5 Tan (Khaki) Pants
- 2 Pair non-skid rubber sole safety shoes (Black) Subsequently, during the month of July, Detention Attendants shall be provided a *Supplemental Clothing Allocation* which shall consist of the following:
  - 2 Short Sleeve Blue Shirts
  - 2 Long Sleeve Blue Shirts
  - 2 Tan (Khaki) Pants
  - Pair non-skid rubber sole safety shoes (Black)

New employees hired into a Detention Attendant position shall be advanced an Initial Clothing Allocation at the time of hire and shall be issued a Supplemental Clothing Allowance during the month of July, provided they have been employed in excess of six months on July 151

**Section 3. Safety Footwear**

The Employer agrees to budget funds and to pay for one hundred (100%) percent of the cost of purchase of safety work boots (but not more than \$200.00 per year per employee) for the labor service employees and chauffeurs in the Department of Public Works and Parks, Recreation and Cemetery Department, Meter Attendants, Sign Painters and custodians. The Department Head shall maintain a uniform system for the implementation of this provision. The current reimbursement shall continue until a "boot truck" is established to provide footwear for all covered employees. The Occupational Health Specialist will provide the type of footwear required per classification. The City and the Union shall discuss "safety footwear" requirements prior to implementation. The Meter Attendants shall be issued safety footwear guidelines.

**Section 5. Eyeglasses**

Eyeglasses broken on the job shall be reimbursed at a maximum of two hundred (\$250.00) dollars, which will be paid within thirty (30) days. Employees may only obtain a replacement pair of glasses in the same prescription as the damaged pair.

**Section 6. \$5,000 Budget Eyeglasses, Damaged Hearing Aids, etc.**

The City of Lowell shall include in its budget, an amount of \$5,000.00 to cover broken

eyeglasses, damaged hearing aids, etc. which are broken or damaged arising out of an in the course of employment for Unit Members.

## **ARTICLE 25**

### **DUTIES**

#### **Section 1.     General**

Employees covered by this Agreement shall have their duties conform to Civil Service standards as set forth in the Municlass Manual or any amendment thereto.

#### **Section 2.     Painter, Traffic Maintenance Duties**

Performs skilled work in the application of paint, varnish, stain, enamel, or lacquer, on interior or exterior surfaces. Prepares surfaces for painting by washing, sanding, smoothing, removing old paint, filling cracks, for painting by putty, plaster, or other fillers. Use brushes, roller or spray guns, and performs other related work as required.

Performs skilled labor duties in the construction and periodic maintenance of traffic signs and other aids to traffic repairs or replaces signs damaged by accidents, operates painting machines for painting traffic lines on highways, crosswalks and curb markings; erects supports for attaching signs; places portable traffic signs when needed and collects them; erects barriers for parades or other events, and operates related motor equipment; and to perform other related work as required.

Notwithstanding any other provision of this Agreement, the Union and the Employer agree that the stationary fireman and laborers in the Civic Center shall perform custodian duties, if so required by Employer.

#### **Section 3.     Library Assistants**

All library assistants are subject to various departmental assignments as determined by the Librarian. Job descriptions for the position of Library Assistant shall be posted by the librarian.

#### **Section 4.     Tradesman/Maintenance Craftsman**

An employee assigned the rating of Maintenance Craftsman in addition to their regular rating(s) will be authorized to work out of classification on another trade and supervise a laborer(s) and laborer(s)/Craftsman Helper if the trade person normally assigned that particular duty is not available to perform the work. If two tradesmen working within their classification are working at the same location and another project within their classification is in need to be started, one of the tradesmen will leave the site in order to have two crews working. A maintenance

craftsman or craftsman helper will be assigned to work the first crew.

**Section 5. Custodians and Working Foreman Custodian/Groundskeepers**

An employee assigned this rating will be allowed to perform light painting duties provided that no painters are deleted. Light painting would be equivalent to an area the size of an elevator. Painting would be performed within the custodians' respective area.

**Section 6. Water Meter Readers**

An employee assigned this rating will perform the duties of the Head Meter Reader during his/her absence with no additional compensation.

**Section 7. Seasonal Laborers**

The City may, at its discretion, assign up to two (2) seasonal laborers to projects involving cleaning the downtown area, as well as any other tasks typically assigned to seasonal employees.

Seasonal laborers so assigned by the City will have as their assigned work schedule Tuesday through Saturday inclusive, or Sunday through Thursday inclusive. Hours will be 7:00 am to 3:00 pm.

The two posted weekend schedules will be open to all 1705. The two posted weekend schedules will include a 2% weekend differential.

In the event that no 1705 employee applies for a weekend schedule, the City and Union agree that the City may seek other options for addressing the needs of the downtown, including but not limited to utilizing volunteers.

**ARTICLE 26**

**SAFETY COMMITTEE CODE**

**Section 1. General**

A safety committee composed of a steward from each department/division which has a hazardous condition (i.e. Parks, Cemetery, Water, Building, Street, DPW) and two (2) supervisory personnel shall be appointed. Said Committee shall appoint its co-chairman (one steward and one supervisor) and meet regularly to review safety practices. It may draw up a safety code, with the approval of the Commissioner of Public Works, which both parties to this agreement agree to enforce. The Union and the Employer agree to implement this provision of the Agreement. Clerical stewards may be included on committee if pertinent.

**Section 2. Call Button City Hall**

The City shall provide a safety “call button” for custodians working alone on weekends in City Hall. The device will be similar to the one used in the Water Department.

## **ARTICLE 27**

### **TEMPERATURE**

Except for emergencies, a non-essential employee who works outdoors shall not be required to work when the temperature is in excess of 90 degrees Fahrenheit or below 10 degrees Fahrenheit. If the employee elects not to work, the employee shall be allowed to use authorized accrued vacation or personal time to offset that loss of compensation.

## **ARTICLE 28**

### **JOB CLASSIFICATION- JOB ASSIGNMENT**

An employee shall not be assigned to work at a position for which he does not hold a rating under Civil Service.

An employee who holds a multiple rating from Civil Service shall be paid at the rate of pay for the grade of the position in which he/she is performing service during each pay period. When an employee who holds a multiple rating under Civil Service is performing, pursuant to an assignment, the duties of a position in either a grade higher or lower than the grade of the position in which he/she performs regular service, but for which he/she holds a rating, he/she shall be compensated at the rate of pay for the grade of the position in which he/she performs this assigned service.

## **ARTICLE 29**

### **WAGES AND PAY CLASSIFICATION**

#### **Section 1. Wages & Wage Schedule**

Members’ base salaries shall be reflected in the City’s salary grid, a copy of which is attached hereto. The grid is accurate only up to the date of printing, as the information contained within is subject to change.

Except as may be specifically provided otherwise in this Agreement, the rate of pay which an employee shall be entitled to receive for any period of absence not actually worked shall be the base rate of pay for the grade of the position in which said employee was working on his last

working day prior to such absence.<sup>4</sup>

**Section 2. Laborer/Craftsman Helper- Laborer & Stockroom Clerks**

The laborer/craftsman helper title has been established with a new job description. Training will be provided for these activities. For those employees, including Stockroom Clerks, performing these additional duties, an added stipend of \$1.00 per hour will be given. New position will be posted and jobs will be offered on a rotating basis. If employee refuses to work, rotation will count as time worked. If there are no volunteers for this, jobs will be filled in reverse seniority. Laborer & Stockroom Clerks when performing work duties with a Tradesman or Craftsman will also receive the added stipend of \$1.00 an hour.

**Section 3. Flexible Work Schedule<sup>5</sup>**

**A. Clerical**

Clerical employees shall be required to work a flexible work schedule either 8:00 a.m. - 4:00 p.m. and/or 9:00a.m. - 5:00p.m., Monday through Friday. Said employees shall work various Saturdays, twice per month during the months of October 1st through May 30th, inclusive, for compensatory time in the ration of one hour worked for one and one-half hours of compensatory time. Compensatory hours earned must be used within a two-week period of earning said time. The City will have the flexibility to cross train all clerical employees within and between departments.

**B. Other**

All "non-clerical" employees represented by Local 1705 working within the Department of Public Works, the Parks, Recreation and Cemetery Department and the Water Department are eligible to have "flexibility" added to their job descriptions. Such work shall include a variety of unskilled laboring duties of which the following are some examples: shoveling snow, raking, painting, loading and unloading materials, digging holes and other excavations, cleaning litter and debris from streets, and other similar duties.

"Flexibility" shall be defined as performing work on a short-term temporary basis, not to exceed thirty (30) calendar days, in any Department and/or Division within the Department of Public Works.

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<sup>4</sup> The job description for the Position of MEO Grade 3/Animal Control Assistant within the Police Department was modified as shown in MOU dated 9/16/14.

<sup>5</sup> Revised as per MOU 2012-2015, and DLR Report and Recommendation PS-13-2922

The Employer will not discriminate in any way against an employee who does not sign up for the "flexibility" designation.

Any employee included within a job title included in item #1 who signs up for "flexibility" shall be paid a two (2%) percent differential added to his/her base wage.

New unit hires included above in item #1 will be subject to "flexibility" as of the execution of this Agreement.

An employee assigned to perform work outside their Department or Division under "flexibility" must be capable of performing the assigned work as determined by the Commissioner of Public Works, provided that adequate training will be available for those determined to be incapable of performing the duties.

The designation of "flexibility" is not intended to circumvent other provisions of this Agreement, including but not limited to Lay Off, Overtime and Promotions.

#### **Section 4. Police Dispatchers**

##### **A. Emergency Medical Dispatching**

Effective November 1, 1995, Police Department Dispatchers, in exchange for performing the expanded job requirements as required by the State and Superintendent of Police for Emergency Medical Dispatching, shall receive an additional \$1.00 per hour to their base rate.

##### **B. Fire and Police Dispatching**

The positions of Dispatcher and Lead Dispatcher in the Police Department will be compensated an additional: \$2.00 per hour effective June 30, 1997; .25 cents per hour effective July 1, 1997; and .25 cents per hour effective July 1, 1998. This increase is to compensate for any and all duties and/or worked performed associated with the implementation of fire dispatching onto the Police Department Dispatchers and Lead Dispatchers. It is further agreed, that the Union and Employer will continue to meet to discuss training, shift assignments and work schedules as it pertains to these positions.

#### **Section 5. Water Department**

##### **A. Flexibility**

Water Department personnel as referenced as follows: Working Foreman WSMM, WSMM, WSMM/MEO Gr.3, Filter Operator, Water Skilled Mechanic, Water Maintenance Mechanic and Operator in Training/Laborer in exchange for the flexibility of using these craftsman in all capacities, shall receive an additional thirty-six dollars (\$36) per week in their

base pay.

**B. Standby Pay- Water Utility Distribution System**

Employees of the Water Utility Distribution System in the standby program shall rotate weekly. Standby duty shall be for the full sixteen (16) hours not worked on any workday and twenty-four (24) hours on Saturday and Sunday or any other non-work day. An employee on standby duty will carry a beeper and must be within a five (5) mile radius of the City during all standby hours.

The City shall pay a stipend of \$150 per week of standby duty, plus time and one half for hours actually worked on a callout during standby hours. The minimum callout guarantee for a standby callout shall be two (2) hours notwithstanding any contrary provision of this Agreement.

The standby pay of \$150 per week shall be pro-rated if employee refused to work or be on standby for the whole week. Employee on beeper can take home the service truck for the week employee is on call, provided that the employee lives in the City of Lowell or a contiguous Town for current employees.

**C. Operators-in-Training**

All operators in training shall hold a dual rating of operator in training/laborer and be compensated with a \$1.00 per hour stipend when working at a different classification assisting the water system maintenance men. This work shall supplement not substitute for water system maintenance men, be offered on a rotating basis to operators in training, and be called in to work overtime only after all employees working as the water system maintenance are called.

**D. Water Utility Certification Compensation**

Employees at the Lowell Regional Water Utility who are employed in either the water distribution or water treatment sections who have received certification (Full license) from the Commonwealth of MA, shall receive, in addition to any other compensation to which they may be entitled, the following weekly increases which shall be incorporated into the base pay:

Grade I	\$6.73 (\$350 per year)
Grade II	\$13.46 (\$700 per year)
Grade III	\$20.19 (\$1050 per year)
Grade IV	\$26.92 (\$1400 per year)

Continued maintenance of said certification by said employees shall be required in order to be entitled to continue to receive said Certification Compensation.

**Section 6. Special Heavy Equipment Premium**

Special Heavy Equipment Premium means that when an employee, classified as MEO 3, operates any of the following listed pieces of special heavy equipment that said employees will be paid a premium of \$.50 per hour for operating said special heavy equipment. All union employees who are MEO 3 operators and who receive the \$.50 per hour premium shall have that premium incorporated into their base pay.

In the event there are no MEO 3's available (the MEO 3 pool has been exhausted) an MEO 1, who has the required license and endorsements to operate the above-mentioned heavy equipment, may perform such duties and shall receive the \$.50 per hour premium for all hours worked in the MEO 3 classification.

The special heavy equipment shall consist of: Gradall; Graders; Bulldozers, Backhoes; Heavy Rollers; Sewer Cleaning Crane Machine; Front End Loaders; Walter Sno Fighters; Oshkosh: Hoist Truck; Sno-go; Sky-worker; and also Street Sweeper.

**Section 7. Gas Attendant - DPW**

Employees holding position of gas attendant in the Department of Public Works shall be paid a premium over regular rate of pay of five (5%) percent for each day actually worked. Said premium shall not be paid for any day not actually worked (e.g. sick leave, vacation leave, holiday, etc.).

**Section 8. 10% Differential for Certain Positions**

A minimum of 10% differential above the maximum step rate of pay of the supervised employees shall be maintained for: Lead Dispatchers, Working Foreman Motor Equipment Repairman, Supervisor of Detention Attendants, Working Foreman Mason, Working Foreman Roofer, Working Foreman Carpenter, Working Foreman Painter/Glazier, Working Foreman Water Systems Maintenance Man, Working Foremen Plumbers and HVAC. Such differential shall be built into the base salary and shall not include travel and longevity of either the supervisor or supervisee.

**Section 9. Motor Equipment Repairman - SCBA Repair & Maintenance**

The position of Motor Equipment Repairman in the Fire Department will be compensated an additional (\$1.00) per hour for actual hours worked performing repair and maintenance to the Self Contained Breathing Apparatus.

**Section 10. Library Employees**

A Saturday differential of .35 per hour for Saturday hours worked shall be added to base rate.

**Section 11. Certified Pool Operators**

The City shall pay Certified Pool Operators in the Parks Department a \$200.00 stipend per person annually by December 1st. The Employee shall be required to maintain his/her certification as required.

**Section 12. Step Raises**

Term of beginning step will be one (1) year, all other steps will be the first pay week of the month following an employee's six (6) month anniversary. Employees will receive step adjustment retroactive back to anniversary date.

**Section 13. Promoted Employee & Rate of Pay**

An Employee who is promoted to a position paying a higher salary will be paid the rate of the higher position which is next above the rate of his job immediately prior to promotion. When an employee is promoted, that employee shall be entitled to go to maximum step at the promotional level as recommended by the Department head and with the Manager's approval.

**Section 14. Lateral Transfer**

An employee who is laterally transferred keeps his old rate.

**Section 15. New Provisional Employees**

All new provisional employees shall start at least at the minimum step. The City has the right to hire employees above the minimum rate for the position, but below the maximum rate. In such case the employee may advance to the next higher rate within the time frame otherwise provided for regular advancements above the regular hiring rate.

**Section 16. Grant Funded & Temporary Positions**

It is agreed and understood that once the funding terminates for grant funded and temporary positions that all contractual obligations terminate.

**Section 17. Hydraulic Lift Stipend**

There shall be a hydraulic lift stipend of \$200.00 annually for DPW/Water employees who possess certification. Department Head approval required. Employees shall receive compensation within thirty (30) days of notification of such certification.

**Section 18. Direct Deposit and Bi-Weekly Payroll**

All members shall receive their paychecks by direct deposit.<sup>6</sup> No 1705 employees will experience a reduction of their hours as a result of implementing and utilizing a paperless payroll system. Members will receive their payroll checks every two weeks.<sup>7</sup>

**ARTICLE 29A**  
**WAGES AND PAY CLASSIFICATION FOR EMERGENCY SNOW STORMS &**  
**INCLEMENT WEATHER**

**Section 1.**      **General**

The City of Lowell will utilize all Unit Members that are qualified to perform necessary duties during a weather emergency, prior to calling in contractors. The intent of the parties is to expand the current pool of employees licensed to operate City equipment, and to expand snow emergency removal operations.

**Section 2.**      **Training**

The City of Lowell will offer training, on a semi-annual basis, to assist Unit Members in preparing for written and practical testing for obtaining all Commercial Driving and Hoisting Licenses required to operate City vehicles. This training shall be provided at no cost to the employee, and the training shall be conducted during regular work hours.

**Section 3.**      **\$3 Stipend**

In addition to their regular/overtime pay during a weather emergency, all bargaining unit members shall receive a \$3.00 stipend for all hours worked.

**Section 4.**      **Shotgun Worker**

During a snow emergency, drivers shall be provided with a "shotgun worker" when requested, with the approval of the department head, and shall maintain their snow emergency stipend as defined above when performing work with a "shotgun worker". The department head will not unreasonably deny this request; the Union has the right to grieve. In addition, drivers shall be afforded reasonable paid rest periods during snow emergencies and prior to resuming their normal work hours.

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<sup>6</sup> MOU 12-15: Effective 30 days after ratification. The Union is allowed a ten (10) day period to assist their members in implementing direct deposit.

<sup>7</sup> MOU 12-15: In consideration of paperless payroll and bi-weekly checks, a maximum step added to salary grid. There shall be no movement coinciding with the creation of a new step until July 1, 2015. The second step can be utilized in 6 months

**Section 5. Call in List**

The Union shall maintain the Call In List and guarantee that overtime is distributed fair and equitably for all bargaining unit members who sign-up to work during a snow emergency. The Union President or his /her designee shall perform call-ins after Step 3 below is completed. The order of call-in shall be as follows:

1. All bargaining unit DPW Street Division personnel by rotating seniority.
2. MEO's in DPW by rotating seniority.
3. MEO's outside of DPW by rotating seniority.
4. CDL within DPW by rotating seniority.
5. All other bargaining unit members on call-in list by rotating seniority.

In the event of an error during call-in, the Union may make adjustments to ensure the call-ins are fair and equitable. Call-ins during snow emergencies shall not be subject to the parties' grievance procedure, providing the union made the error.

**Section 6. Sanding**

Bargaining unit members shall provide primary coverage for all sanding operations within the City, including parking garages within the City. During a snow emergency, when snow emergency operations are at full capacity, sanding at parking garages may be performed by an outside contractor, at the discretion of the City. At no time shall sanding be performed by an outside contractor when city vehicles and bargaining unit members are available to perform such work.

**ARTICLE 30**

**JOB POSTING -JOB BIDDING**

**Section 1. General**

To the extent permitted by Civil Service, whenever a permanent position covered by this Agreement becomes vacant, such vacancy shall be posted in a conspicuous place listing the pay, duties and qualifications. This notice of vacancy shall remain posted for five (5) working days. Employees interested shall apply, in writing, within the five (5) day period. All employees who apply shall be granted an interview. In filling a permanent vacancy, normally within a reasonable time, where there is no Civil Service List, and all other relevant factors are relatively equal, the job will be awarded to one of the top three on the list by seniority and qualifications. The Employer

shall make every attempt to promote from within.<sup>8</sup>

**Section 2. Employer Judge of Qualifications; Grievance- Arbitrarily or Capriciously**

The Employer will be the sole judge of qualifications, ability, reliability, the need to fill vacancy and all other relevant factors, provided that such judgment shall not be exercised arbitrarily or capriciously. Any dispute arising out of the selection or non-selection of any employee as to whether the Employer acted arbitrarily or capriciously under this Article, shall be subject to the grievance and arbitration procedure of this Agreement.

**Section 3. Promotional Interview - Union Representative**

When an employee is being interviewed for promotional positions he/she may request a union representative to be present during the interview.

**Section 4. Letter to Applicants**

A letter shall be sent to each applicant for a vacancy or promotional opportunity regarding selection.

**Section 5. Job Posting- Unit Members Laid Off in FY2010**

With respect to Job Postings and those bargaining unit members who were laid off in FY2010, please refer to Article 10A regarding vacant bargaining unit positions.

**Section 6. Bidding – Required Licenses**

When the City posts Bargaining Unit positions, preference shall be given to in-house candidates with all the required licenses for the respected Classification/Job Title in possession of the applicant, at the time of bidding on said position.

In the event there are no in-house applicants with all the required licenses, the City will consider bidders from outside the Bargaining Unit with all the required licenses in their possession at the time of application.

In the event there are no such applicants with all the required licenses (#1 and #2) for the posted position, the City may offer the position to an in-house Bargaining Unit employee, with the understanding that they shall have six (6) months to obtain all the required licenses. If the employee

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<sup>8</sup> Side letter agreement signed 6/30/15: “establish a bidding process which will allow for the current employees to bid once a year in August on the different shifts for the position of Filter Operator located in the Water Department has been agreed to between the EMPLOYER and the UNION, effective July 1, 2015.”

does not obtain the required licenses then they will revert to former position held prior to promotion.

In the event there are no in-house applicants for an open position, an outside candidate may also be considered who may not possess all the required licenses. In such an event, the selected outside candidate will have six (6) months to obtain all the required licenses. In the event they fail to meet this requirement their employment with the City of Lowell shall be terminated.

The parties agree that while an in-house employee is on a six-month probationary period, their position with the City, if filled, shall be temporary during the six month period.

### **ARTICLE 31**

#### **CAR ALLOWANCE**

Any employee covered by this Agreement, who is required to use, and who actually uses his/her own motor vehicle in the performance of his/her duties, and who is authorized to do so by the Department Head or person higher in authority, shall be reimbursed for such use at a per mile rate as established by IRS regulations.

Employees who currently are paid a flat monthly allowance shall be henceforth paid at the above per mile rate; except that one-half (1/2) of their current travel allowance shall become part of their base pay and with the further exception the total travel allowance for nurses shall become part of base pay.

Effective October 1, 1995, employees who previously had one-half of their current travel allowance of \$90 dollars per month incorporated into their base pay, shall receive the other one-half travel allowance (\$45) in their base pay. The City will no longer reimburse said employees who are required to use, actually use and are authorized to do so by their department head, the per mileage expense of doing so in the performance of their work assignments. The inclusion of the remaining one-half travel into base shall be for any present and/or future claim(s) of travel allowance expense by said employee(s).

### **ARTICLE 32**

#### **SHIFT DIFFERENTIAL**

Employees who are regularly scheduled to work a second shift (commencing at 3:00p.m. or after, but not before 11:00 p.m.) or a third shift (commencing at 11:00 p.m. or after, but before

4:00 a.m.) shall be paid night shift differential at 5% of the straight time hourly rate.

Library employees and City Hall Custodians who are regularly scheduled to work part of the above listed night shift hours shall receive night shift differential just for the night hours actually worked.

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

If an Employee who regularly works the 2nd or 3rd shift works his full day, he shall receive his shift differential pay for his work on the 2nd and 3rd shift plus overtime at time and one-half regular base rate for his 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 on that Saturday, shall receive 2nd and 3rd shift differential for their 2nd and 3rd shift work on that Saturday, even though such Saturday is overtime work at time and one-half regular base pay rate.

### **ARTICLE 33**

#### **LONGEVITY ELIMINATION**

Effective July 1, 1994, longevity, as such, shall no longer be paid to any employee and any amounts correctly paid as longevity pay shall be incorporated into an employee's base pay and be used for all calculations as to all longevity entitlements after said date.

### **ARTICLE 34**

#### **MISCELLANEOUS PROVISIONS**

##### **Section 1.     **No Discrimination****

The parties to this Agreement agree that they shall not discriminate against any person because of race, creed, color, sex or age, and that such persons shall receive the full protection of this Agreement. The Union and the Employer shall each effectuate an affirmative action plan to ensure compliance with this section.

##### **Section 2.     **Access to Premises****

The Employer agrees to permit representatives of the American Federation of State, County and Municipal Employees, AFL-CIO, and/or State Council #93, and/or Local 1705, 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 3. Volunteers, Thirty Day Notice to Contract Out Work Presently Performed**

**A. Volunteers**

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.

The City will not use volunteer forces unless the Union has had a chance to review and approve. (appropriate language to be negotiated).

**B. Thirty Day Notice to Contract Out Work Presently Performed**

The City shall provide the Union, except for instances that are of an emergency nature, with a thirty (30) day notice of its intent to contract out work presently performed by bargaining unit members. Upon notice, the parties agree to meet and discuss alternatives to contracting out work presently performed by bargaining unit members.

**Section 4. Pay Check Distribution**

The Employer agrees to continue the method for the distribution of pay checks as at present, in order that the employees shall receive their checks as quickly as possible on pay day.

**Section 5. Medical Examinations**

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 if the Employer gives the employee forty-eight (48) hours' notice of said examination or evaluation.

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

**Section 7. Certified or General Foreman and Unit Work**

Certified or General Foreman shall not perform unit work, but this provision is not intended to prohibit said foremen from operating vehicles or equipment.

**Section 8. M.G.L., c. 258 Massachusetts Tort Claim Act**

The Employer and the Union agree that employees shall be afforded the mandated benefits and protection provided for in M.G.L.,c.258 on the subject of tort liability.

**Section 9. M.G.L., c.152 Workers' Compensation**

The Employer agrees to pay eligible employees who sustain injuries arising out of and in the course of their employment, workers' compensation benefits in accordance with the provisions of the Workers' Compensation Act, M.G.L. c. 152.

**Section 10. Creditable Service in Continuous Service**

Employees who move from one bargaining unit to another bargaining unit within the City, or from the School Department to the City, or from a City bargaining unit to a confidential or managerial position, without a break in continuous service, shall be credited with all such service for the purpose of vacation and longevity payments (subject to the permanent longevity freeze specified in Article 33) and shall retain their sick leave accumulation.

**Section 11. Voluntarily Separation -Approved Leave of Absence**

An employee who voluntarily quits and is rehired with a service break, however small, loses and does not recapture seniority (subject to applicable civil service laws).

Any leave of absence which has been granted and approved in accordance with applicable Civil Service law and rules and regulations shall not constitute an interruption of service for purpose of computing in service this longevity article.

**Section 12. Management Consultants**

If the Employer should decide to hire a management consultant to review job classifications and salary structures within the City, the Union, after receiving proper notification of two (2) weeks, agrees to meet with interviewers, as needed, during working hours. Union shall be provided with a copy of the consultant's report as it pertains to bargaining unit positions or employees.

**Section 13. Labor Management Committee**

A Labor Management Committee shall be established consisting of three (3) representatives of the Union and representatives of the City. The Committee shall meet at least

every other month to discuss matters of mutual concern. Subject to ongoing negotiations, the parties agree to discuss the use of Bi-weekly payroll and direct deposit.

**Section 14. Department of Transportation**

**A. DOT Physical Costs to City**

When an employee is required by the City to participate in a Department of Transportation (DOT) physical for purposes of the issuance/renewal of licenses, the City will assume all cost associated with said physical.

**B. DOT Testing Policies; Discipline**

All Unit Members employees who drive city vehicles whether or not they possess a Commercial Driver's License, shall follow and comply with the drug and alcohol testing policies and procedures now in place which comply with the Department of Transportation (DOT) regulations for all CDL license carriers whether or not they have a CDL. The discipline for violations of said policy shall be as follows:

1. *First Offense:* Written warning; mandatory contact with the City's Employee Assistance Program within seven calendar days and adherence to prescribe treatment program if recommended by EAP professional. Failure to contact the EAP within the time frame designated will result in further disciplinary measures. Written warning shall be given with the steward present. It shall remain for eighteen (18) months in the employees file. If there is no further offense within the ensuing eighteen (18) months from the date of the written warning was given, it shall be removed from the employee's file.
2. *Second Offense:* Three day suspension; mandatory contact with the City's Employee Assistance Program within seven calendar days and adherence to prescribed treatment program if recommended by EAP professional. Failure to contact the EAP within the time frame designated will result in further disciplinary measures.
3. *Third Offense:* Termination. The Union agrees to Drug and Alcohol testing for reasonable suspicion. Such policy shall be negotiated prior to implementation. Such negotiations shall commence by September 1, 2000 and shall be conducted in a timely manner.

**Section 15. City Policies; No Departmental Policies on Same Topic**

The City and the Union have agreed to the following City policies. Unit members shall be held to the City policies and no other departmental policies of the same topic:

- Sexual Harassment
- Domestic Violence In the Workplace
- Small Necessities Leave Act
- Early Intervention Program
- Family and Medical Leave Act

**Section 16. Lack of Work- Permanent Employee**

In the event a permanent 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/she shall be paid for eight (8) hours at the rate to which he would be entitled for his shift.

**Section 17.**

In the event that the City is unable to provide a vehicle to Parking Enforcement Officers due to extreme weather conditions, employees will, in such circumstances, utilize their own vehicle.

**ARTICLE 35**

**BULLETIN BOARD, UNION LISTS AND DOCUMENT RECEIPT & RETENTION**

**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 are allowed.

**Section 2. Unit Vacancies, New Hires and Quarterly Lists**

During each calendar quarter the City shall provide the Union with a current list of bargaining unit vacancies and new hires in bargaining unit positions.

**Section 3. Documentation Receipt**

Whenever a Unit Member is required to submit written documentation to the Employer, according to the terms of this Agreement, the individual receiving said documentation shall sign and date the submitted documentation and provide him or her with a copy of the signed documentation as proof of receipt.

**Section 4.      Union Documentation**

The Union President shall be provided a courtesy copy of all correspondence regarding disciplinary matters of Unit Members.

**ARTICLE 36**

**TRAINING**

**Section 1.      CDL Licenses**

Employer agrees to provide training to those Employees that elect to participate in classes to obtain CDL License. The training will be at Employer's expense. If Employee is not successful in passing CDL testing, the Employer will assign employee to an existing position not requiring COL license. (This clause pertains only to employees on who have been working for the City as of June 30, 1993). The City agrees all fees related to CDL licenses and endorsements shall be reimbursed, provided the Employee is willing to use said license for City purpose within his/her classification or during emergencies.

**Section 2.      License Reimbursement**

Excluding a regular motor vehicle driver's license, the City agrees to reimburse employees the cost to renew any license or endorsements that are required for their current position with the City of Lowell. The City will not reimburse employees the cost to replace a lost or stolen license. Employee's seeking reimbursement shall submit a request for reimbursement to their supervisor accompanied with a copy of their renewed license and proof of payment

**Section 3.      Library Training & Seminars**

With the approval of the Department Head, Library employees will be allowed professional time off with pay to attend job related seminars and other training opportunities. Such opportunities will be rotated equitably.

**Section 4.      Course Reimbursement**

The City shall reimburse for courses taken which pertain to job. Employee must receive a passing grade of "C" or better. The allowance shall not exceed three hundred (\$500.00) dollars per year. Approval from Department Head and City Manager is required prior to registering for all courses in this Article.

**Section 5.      Required Training**

Employees shall attend all job related, benefits related, or legislatively required training,

workshops, conferences, etc. sponsored by the City of Lowell and which have been designated as mandatory.

**Section 6. Mandatory Courses Payments by City**

The Employer shall pay for all job related courses, which are mandatory for an employee to maintain his/her job certification or license, provided said course has the prior written approval of the City Manager. Payment as required under this Section includes payment for books and materials.

**ARTICLE 37**

**DURATION**

This agreement is effective \_\_\_\_\_. This contract will continue in effect until such time as new contract has been agreed upon.

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.

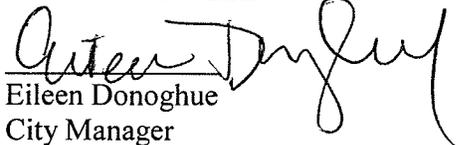
If there is a conflict between matters covered by this Agreement and any municipal personnel ordinance, rules or regulations or certain General Laws specified in M.G.L.c.150E, §7, the terms of this Agreement shall prevail.

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.

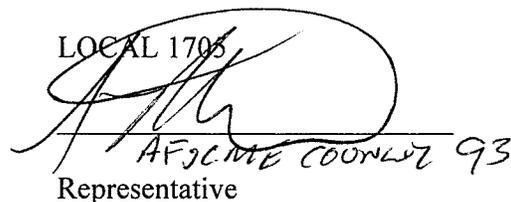
No party waives his or her rights pursuant to agreements fully executed but erroneously omitted from this contract as a result of integration.

Dated: March 31, 2022

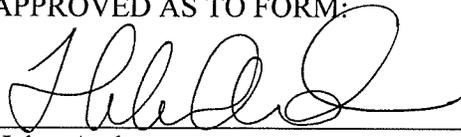
CITY OF LOWELL

  
Eileen Donoghue  
City Manager

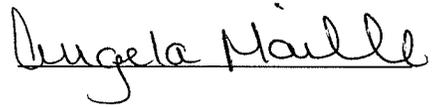
LOCAL 1705

  
AFSCME COUNCIL 93  
Representative

APPROVED AS TO FORM:



Helen Anderson  
Assistant City Solicitor



Bargaining Committee

**APPENDIX A**

<b>DEPARTMENT</b>	<b>UNIT</b>	<b>TITLE</b>
DPD	INSPECTIONAL SERVICES	HEAD CLERK
DPD	INSPECTIONAL SERVICES	PRINCIPAL CLERK
DPD	MANAGER DIV OF PLANNING & DEV	ACCOUNT MANAGER
DPD	MANAGER DIV OF PLANNING & DEV	SECRETARY HOUSING
DPW	CEMETERY	HEAD CLERK
DPW	CEMETERY	SPECIAL LABORER MEO3 WRKFORMAN
DPW	CEMETERY	WF CEMETERY MANAGER
DPW	DPW - CLERICAL OFFICE	PRINCIPAL CLERK
DPW	DPW-LANDS & BUILDINGS	BLDG CUSTODIAN/GROUNDSKEEPER
DPW	DPW-LANDS & BUILDINGS	BRICKMASON/CRAFTSMAN NO TRAVEL
DPW	DPW-LANDS & BUILDINGS	BUILDING CUSTODIAN
DPW	DPW-LANDS & BUILDINGS	CARPENTER/CRAFTSMAN NO TRAVEL
DPW	DPW-LANDS & BUILDINGS	HVAC TECH/CRAFTSPSN
DPW	DPW-LANDS & BUILDINGS	HVAC TECH/CRAFTSPSN WRKINFRMAN
DPW	DPW-LANDS & BUILDINGS	MEO3 SPECIALIST/LABORER
DPW	DPW-LANDS & BUILDINGS	PLUMBER IRRIGATION SP
DPW	DPW-LANDS & BUILDINGS	PLUMBER IRRIGATION SP
DPW	DPW-LANDS & BUILDINGS	PLUMBER IRRIGATION SPCLS/FRMAN
DPW	DPW-LANDS & BUILDINGS	SENIOR BUILDING CUSTODIAN
DPW	DPW-LANDS & BUILDINGS	WF CARPENTER CRAFTSMN NO TRVEL
DPW	DPW-LANDS & BUILDINGS	WF CHEMICAL APPLCTR GRFTI/W/TR
DPW	DPW-LANDS & BUILDINGS	WF MASON/CRAFTSMAN NO TRAVEL
DPW	DPW-LANDS &	WF ROOFER/CRAFTSMAN NO

	BUILDINGS	TRAVEL
DPW	DPW-STREETS DEPT	MEO3 LABORER
DPW	DPW-STREETS DEPT	MEO3 SPECIAL LABORER WORKFORCE
DPW	DPW-STREETS DEPT	MEO3 SPECIALIST/LABORER
DPW	DPW-STREETS DEPT	MOTOR EQUIPMENT REPAIRMAN
DPW	DPW-STREETS DEPT	MOTOR EQUIPMENT REPAIRMN/WRKFRM
DPW	DPW-STREETS DEPT	MTR EQUIP REPRM/MEO 3
DPW	DPW-STREETS DEPT	MTR EQUIP REPRRS MEO3/WELDER
DPW	DPW-STREETS DEPT	SPECIAL LABORER MEO3 WRKFORMAN
DPW	DPW-STREETS DEPT	WF DPW MAINTENANCE PERSON
DPW	PARKS DEPT	CHIEF MAINTENANCE CRAFTSMAN
DPW	PARKS DEPT	DOWNTOWN MNGR MEO III CRAFTSMN
DPW	PARKS DEPT	GROUNDSKEEPER MM MEO1 LABORER
DPW	PARKS DEPT	LABORER WORK FOREMAN
DPW	PARKS DEPT	MAINTENANCE MAN
DPW	PARKS DEPT	MEO1 LABORER
DPW	PARKS DEPT	MEO3 LABORER
DPW	PARKS DEPT	MEO3 SPECIAL LABORER WORKFORCE
DPW	PARKS DEPT	PARK MAINTMAN CRAFTS/MEO3
DPW	PARKS DEPT	PARKS MAINTENANCE MAN MEO1
DPW	PARKS DEPT	SPECIAL LABORER MEO3 WRKFORMAN
DPW	PARKS DEPT	STADIUM MNGR CRAFTSMN/MEO3/LAB
DPW	PARKS DEPT	STOREKEEPER/MEO1
DPW	PARKS DEPT	WELDER CRAFTSMAN W/O TRAVEL
DPW	PARKS DEPT	WORKFOREMAN LAB MEO1-NO TRAVEL
FINANCE	TREASURER	HEAD CLERK
FINANCE	TREASURER	HEAD CLERK 37.5
FINANCE	TREASURER	SENIOR ACCOUNTANT
HHS	COUNCIL ON AGING	BUILDING CUSTODIAN
HHS	COUNCIL ON AGING	COA CHEF
HHS	COUNCIL ON AGING	CUSTODIAN

HHS	COUNCIL ON AGING	MEALS ON WHEELS DRIVER
HHS	COUNCIL ON AGING	SECRETARY/RECEPTIONIST COA
HHS	COUNCIL ON AGING	UTILITY BUS DRIVER
HHS	HEALTH DEPT	HEAD CLERK
HHS	RECREATION DEPT	JUNIOR CLERK
HHS	VETERANS	HEAD CLERK
LEGAL	ELECTION	ELECTION CLERK
LEGISLATIVE	CITY CLERK	HEAD CLERK
PARKING	CITY PARKING GARAGES	PARKING ENFORMENT OFFICER
POLICE	NON-UNIFORM	CUSTODIAN
POLICE	NON-UNIFORM	DETENTION ATTENDANT
POLICE	NON-UNIFORM	DISPATCHER
POLICE	NON-UNIFORM	FISCAL COORDINATOR ASSISTANT
POLICE	NON-UNIFORM	HEAD CLERK
POLICE	NON-UNIFORM	LEAD DISPATCHER
POLICE	NON-UNIFORM	MEO3 LABORER/ANIMAL CONTROL
POLICE	NON-UNIFORM	MOTOR EQUIPMENT REPAIRMAN
POLICE	NON-UNIFORM	PRINCIPAL CLERK
POLICE	NON-UNIFORM	SENIOR DETENTION ATTENDANT
POLICE	NON-UNIFORM	SIGN PAINTER
POLICE	NON-UNIFORM	SUPERVISOR OF DETENTION ATTNDS
PUBLIC SAFETY	FIRE NON- UNIFORMED	HEAD CLERK 37.5
PUBLIC SAFETY	FIRE NON- UNIFORMED	MOTOR EQUIPMENT REPAIRMAN
PUBLIC SAFETY	TRAFFIC	HEAD CLERK
PUBLIC SAFETY	TRAFFIC	WF MTR REPAIRMAN/MAINTENANCE
WATER	WATER UTILITY	FILTER OPERATOR
WATER	WATER UTILITY	HEAD CLERK
WATER	WATER UTILITY	SKILLED MECHANIC
WATER	WATER UTILITY	WATER MAINTENANCE MAN MEO3
WATER	WATER UTILITY	WATER SYSTEM MAINTENANCE MAN

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF LOWELL AND  
AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES, STATE COUNCIL 93, LOCAL 1705**

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

The City of Lowell ("City") and the American Federation of State, County, and Municipal Employees, State Council 93, Local 1705 ("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.
- d. The Year 1 4% increase in salary for all employees in the Union shall be retroactive to July 1, 2024.

**2. Overtime:** Add a new section to Article 12 that shall read as follows: If an employee works for twenty-four (24) consecutive hours, and then reports to work at their regularly scheduled start time without a break in service, that employee shall continue to be paid at a rate of one and one-half (1.5) until the conclusion of their shift.

**3. Arbitration:** The American Arbitration Association shall be substituted for the Department of Labor Relations as the venue for arbitration. Article 6, §4, Step 1, 2, and 3 shall not be amended. Step 4 shall be stricken in its entirety. Steps 5 and 6 shall be amended as follows:

Step 5: If the grievance is still unsettled, either party may, within thirty (30) days after the conference review, by written notice to each other, request arbitration with the American Arbitration Association. Except in a case of suspension or dismissal, 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.

Step 6: The parties may agree to mediation following filing for arbitration with the American Arbitration Association.

**4. Sick Leave:** Upon an employee's use of two (2) consecutive days of sick leave, said employee's Department Head may request a doctor's note sustaining the claim of sick leave.

5. **Bereavement Leave:** Bereavement leave in the case of a death of a member of the immediate family of the employee shall be increased to five (5) days leave with pay. Bereavement leave in the case of the death of an aunt, uncle, nephew, niece, or brother or sister of an employee's husband or wife shall be increased to three (3) days leave with pay, if requested.
6. **Uniforms and Protective Clothing:** The boot allowance provided for in Article 24, §3 shall increase to \$300.00 per year per employee.
7. **Miscellaneous:** Add a new section to Article 34 that shall read as follows:

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" shall be defined as changes that do not alter the core duties, qualifications, or working conditions of the position.

The City shall notify 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.

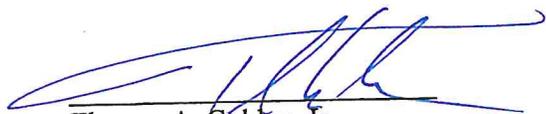
At all times, the City will remain open to consultation with the Union regarding job description changes for bargaining unit members.

8. **Shift Differential:** The shift differential provided for in Article 32 shall increase to 6%.
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. The City and Union agree to collaborate to correct typographical errors, edit old and/or outdated language, and make minor, non-material changes to the contract language as needed.
  - c. 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 30<sup>th</sup> day of August, 2024.

CITY OF LOWELL

LOCAL 1705



Thomas A. Golden, Jr.  
City Manager



Angela Maille  
President

2-9-24

APPROVED AS TO FORM



Corey 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 Local 1705, AFSCME Council 93 AFL-CIO covering the period July 1, 2024 through June 30, 2027.

-----  
In accordance with Massachusetts General Laws, Chapter 150E, Section 7(b), a Memorandum of Understanding between the City of Lowell and Local 1705, AFSCME Council 93 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 AFSCME Local 1705, which agreement covers the items negotiated over the past few months with the Union; and

That funds necessary to cover the cost of this agreement are requested herewith; and

It is necessary that the City Council approve the expenditure of the funds pursuant to the AFSCME Local 1705 Memorandum of Understanding; and

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

NOW, THEREFORE, 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 AFSCME Local 1705 covering the period July 1, 2024 through June 30, 2027, the terms of which are outlined in the attached "Memorandum of Understanding", and further authorize the expenditure of funds for this Agreement.

In City Council August 27, 2024, Read twice and adopted on roll call vote 7 yeas, 2 absent (C. Chau, M. Rourke), 2 recuse (C. Mercier, C. Yem). So Voted./s/Michael Q. Geary, City Clerk

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

A true copy  
ATTEST:



Michael Q. Geary  
City Clerk

VotesContractsCollectiveBargaining1705