

AGREEMENT  
BETWEEN  
CITY OF LOWELL ("THE CITY")

AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES, AFL-CIO  
STATE COUNCIL 93, LOCAL 1705A ("THE UNION")

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 1705A, 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.

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**ARTICLE I - Recognition of Persons Covered by this Agreement**

Section 1 - General:

A. The Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing salaries, wages, and other conditions of employment for all Nurses 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<sup>1</sup> days without interruption in service, excluding all managerial employees, contractual employees, casual, seasonal and temporary employees and all other City employees. New employees hired to bargaining unit, and 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.

Section 2 - Other Unions or Groups:

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<sup>1</sup> Added with FY04 MOU

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any group or individual for the purpose of undermining the Union or changing any condition of this Agreement.

## **ARTICLE II - Emergency Defined**

### Section 1 - Definition:

Wherever the term "emergency" is used in this Agreement, it shall mean any emergency as determined by the Department Head or person in higher authority or any extraordinary workload situation, or any situation which endangers the health and safety of the public or property, as determined by the Department Head or person in higher authority.

### Section 2 - Grievance:

The Union reserves the right to resort to the grievance procedure if it does not agree to what constitutes an emergency. 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 III - Union Security**

### Section 1 - Authorization:

During the life of this Agreement, and in accordance with the terms of the form of Authorization for payroll deductions of Union Dues or Agency Service Fee, hereinafter set forth, the Employer agrees to deduct Union Membership Dues or Agency Fee levied by the Union from the pay of each Employee who executes, or has executed, such 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 General Laws, on a form approved by the Commissioner of Corporations and Taxation. This refers entirely to employees who have given authority to said Treasurer to make such deductions. These payroll deductions are under the authority granted by Massachusetts General Laws, Chapter 180, Sections 17A and 17G, as amended.

Section 2 - Agency Service Fee as Condition of Employment:

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

Section 3 - Form of Authorization for Payroll Deduction of Union Dues or Agency Fee: See following page

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

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

Employee's Address:

#### **ARTICLE IV - Nondiscrimination**

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

#### **ARTICLE V - Management Rights of Employer**

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

The failure of the City or the Union to enforce any provision of this contract in the past shall not affect its right to enforce a contractual provision at any time in the future.<sup>2</sup>

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<sup>2</sup> Language added per MOU (July 1, 2010 – June 30, 2012). Signed on 26 June 2012. Ratified by the Lowell City Council on June 26 2012. Copy on file in the Human Relations Office, City Hall, Lowell, MA.

Whenever possible, the parties shall endeavor to notify each other of their intent to utilize this provision fourteen days prior to invoking this provision. Failure to do so, however, shall not result in a waiver of rights under this provision.<sup>3</sup>

## **ARTICLE VI - Grievance Procedure and Arbitration**

### Section 1 - Matters Covered:

As provided in Massachusetts General Laws, Chapter 150E, Section 8, the grievance procedure hereinafter set forth shall only be involved in the event of any dispute concerning the interpretation or application of this collective bargaining agreement. No other matters shall be the subject of the grievance procedure.

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

### Section 2 - Suspension and Dismissal:

(a) As provided in G.L. c.150E, s.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 section 8. Any matter not involving suspension or dismissal which is subject to the exclusive jurisdiction of the Civil Service Commission or any Retirement Board established by law shall not be a subject of grievance or arbitration hereunder.

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<sup>3</sup> Language added MOU (July 1, 2010 – June 30, 2012). Signed on 26 June 2012. Ratified by the Lowell City Council on June 26 2012. Copy on file in the Human Relations Office, City Hall, Lowell, MA.

(b) 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:

STEP ONE (1) - 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 six (6) months. If no similar infraction occurs within the ensuing six (6) months from the date the oral warning was given, it shall be removed from the employee's file.

STEP TWO (2) - 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.

STEP THREE (3) - 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.

STEP ONE (1) and STEP TWO (2) disciplinary actions are grievable through the grievance procedure. If the employee's civil service status so permits, STEP THREE (3) disciplinary 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 steps shall be in not less than triplicate, on specified forms, and shall be signed by the representative of the Union filing the grievance. If a grievance is adjusted at any step of the grievance procedure, the adjustment shall be noted on the grievance form and shall be signed by Employer's representative and the Union representative reaching the adjustment.

At any step of the grievance procedure where no adjustment is reached, the grievance form shall bear a notation that the grievance is unsettled, shall be signed by the Employer's representative and the

Union representative then handling the grievance, and shall be referred to the next step in the grievance procedure as provided herein.

Section 4 - Steps in Grievance Procedure<sup>4</sup>:

Grievances shall be processed as follows:

STEP ONE (1). The Union Steward, and/or representative, with or without the aggrieved employee, shall take up the grievance or dispute in writing with the employee's immediate supervisor outside of the bargaining unit within five (5) working days of the date of the grievance or his/her knowledge of the occurrence which led to the grievance. The employee's supervisor shall attempt to adjust the matter informally and shall respond to the steward within 5 working days.

STEP TWO (2). If the grievance has not been settled, it shall be presented in writing to the Department Head, within ten (10) working days after the supervisor's response is due. The Department Head shall respond to the Steward in writing within ten (10) working days.

STEP THREE (3). If the grievance still remains unadjusted, the Union may present the grievance to the City Manager, or his/her designee, within 15 days of the date after which the response of the Department Head is due. The City Manager or his/her designee shall respond to the Union in writing within fifteen (15) working days after the grievance is presented to the City Manager. Within said fifteen (15) working days, the City Manager, or his/her designee, shall hold a conference review with Union representatives and the grievant.

STEP FOUR (4). If the grievance is still unsettled, either party may within fifteen (15) days after the reply of the City Manager is due, by written notice to each other, request conciliation with the Board of Conciliation and Arbitration.

STEP FIVE (5). If the grievance is still unsettled, after conciliation, either party may, within fifteen (15) 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.

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 Massachusetts Board of Conciliation and Arbitration 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 American Arbitration Association shall appoint the arbitrator subject to the rules of the Association.

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

The expense for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. If either party desires verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

Section 6 - Compliance:

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<sup>4</sup> The steps in the Grievance procedure were amended per MOU (July 1, 2010 – June 30, 2012). Signed on 26 June 2012. Ratified by the Lowell City Council on June 26 2012. Copy on file in the Human Relations Office, City Hall,

It is the intention of the Employer and the Union to review and refine the grievance and arbitration procedure prior to the next contract. In the interim existing procedures shall be complied with by the Employer and the Union.

#### **ARTICLE VII - No Strike Clause**

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

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

In consideration of the performance by the Union of its obligations under the preceding two paragraphs, there shall be no liability on the part of the Union nor of its officers or agents for any damages resulting from the unauthorized breach of the agreements contained in this "no-strike" clause by individual members of the Union. Nothing in this section is intended to limit or waive any provision of Mass. General Laws Chapter 150E, regarding the subject matter of this section.

#### **ARTICLE VIII - Stability of Agreement**

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 XXIX (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 contract. By mutual agreement, both parties may agree from time to time to amend this contract. 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.

When the Union President and/or steward(s) is 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 IX - Adherence to Civil Service**

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

#### **ARTICLE X - Seniority**

Section 1- In regard to promotion, transfer, increase or decrease in the working force, and matters covered by civil service law or regulation, seniority of permanent civil service employees shall be determined by the provisions of Mass. General Laws, Chapter 31, section 15D, as amended.

Section 2- Except for purposes of promotion, transfer, increase or decrease in the working force, and matters covered by civil service law and regulation, the length of service of any permanent civil service employee in grade (as classified by Civil Service) within a department (or division when relating to the Public Works Department) shall determine the seniority of the employee. Departmental seniority lists shall be posted by the Employer in each department or division.

Section 3- An employee's seniority shall start from the day of assignment to that grade.

Section 4- Where the qualifications and ability of the employee are relatively equal, the principle of seniority as defined in Section 2 above shall govern and control in all cases of preference in filling shift vacancy, overtime rotation, holiday rotation, and vacation preference.

Section 5- The Employer shall be the sole judge of qualifications and ability, provided that such judgment shall not be exercised arbitrarily or capriciously. Any dispute hereunder as to whether employer has acted arbitrarily or capriciously, shall be the subject of the grievance and arbitration procedure.

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

Section 6 - 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 will be provided to all applicants who applied for position.

Section 7 - Concerning vacation preference, nothing herein shall limit the authority of the department head as provided in General Laws, Chapter 41, Section 111, as amended.

Section 8 - 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 lessor 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.

Recall rights - (a) The recall rights of permanent civil service employees are established under civil service law. (b) All bargaining unit employees 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 employee shall maintain accumulated benefits and seniority as if there had been no broken service.

#### **ARTICLE XI - Hours of Work - Work Week**

Section 1: 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 changed unless mutually agreed on between the Union and the Employer.

Section 2: Language giving the work schedules for nurses or any other group supersedes any conflicting general provision. The work year for all school nurses will be one hundred and eighty two (182) days long at current school hours<sup>5</sup>. This will include one hundred and eighty (180) days the students are in session and two (2) days of training for which attendance shall be mandatory<sup>6</sup>. This provides for one (1) day of training before school begins and one (1) day after the end of the school year for required CPR/First Aid training as well as other training determined by the Health Director<sup>7</sup>. Since the City will be offering CEU and PDP classes pertinent to maintaining certifications, personal days cannot be taken. Clinic nurses will be included in pertinent training on a rotating basis in order to keep the clinic open.

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<sup>5</sup> "seven hour work days" replaced by "current school hours" per FY05-07 MOU.

<sup>6</sup> "for which attendance shall be mandatory" added per FY08-10 MOU signed March, 2008.

The work week for school nurses does not include vacation days.

With respect to the Nurses, the Employer and the Union agree that in order to continue to provide proper health service, some degree of flexibility in the hours of work and work week is essential but basically, the work week schedule shall be governed by the following principles whenever possible:

(1) The present hours of work and work schedule shall continue in effect;

(2) That the Employer reserves the right to change the hours of work and work schedule subject to paragraph (3) hereof;

(3) That prior to implementing any change in the hours of work and/or work schedule, that the Employer shall meet with the Union and discuss said change, but the decision of the Employer shall be final as to whether or not to implement such change;

(4) That during the school year, when schools are closed, due to school days off or school vacation, shall not be considered annual vacation time for those Public Health Nurses who are assigned to school duty.

(5) That, except as conflicts with the present work schedule, the regular work week shall consist of five (5) consecutive work days, Monday through Friday, inclusive, for said employees in this Unit.

Section 3: Part-time employees who work twenty (20) or more hours per week shall be entitled to pro-rated benefits under this Agreement.

Section 4: If the City requires supplemental coverage at the clinic during school vacations, volunteers will be sought. If there are insufficient volunteers, the least senior school nurse on a rotating basis will be required to supplement coverage at the clinic during school vacations<sup>8</sup>. School nurses will be paid at their regular hourly rate while working at the clinic. The regular hourly rate is determined by the contract (Annual salary divided by 182 days divided by seven (7) hours).

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<sup>7</sup> The 2002-2003 work year ended at the completion of the last day the students were in session.

<sup>8</sup> "including Christmas vacation week" was deleted per FY04 MOA signed May 2004.

Section 6<sup>9</sup>: School Nurses shall not be assigned to cover more than two (2) schools each day if their total number of students seen exceeds one thousand (1,000) students.

#### **ARTICLE XII - Overtime**

- A. Nurses shall be paid at the rate of time and one-half (1 1/2) for work in excess of thirty-five (35) hours in one work week.
- B. Any employee called back to work on the same day after having completed his/her assigned work and left his/her place of employment and before his/her next regular scheduled starting time shall be paid time and one-half for all hours worked on recall with a minimum guarantee of four (4) hours pay at time and one-half; provided, if the employee is called within two (2) hours of his normal shift starting time and works continuously into his shift, the four (4) hour guarantee shall not apply.
- C. 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 X, Section 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.
- D. The Employer shall keep records in each division time book of the overtime work. In case of a grievance involving such records they shall be subject to examination by the Union Representative or the shop steward with the foreman of the division involved.
- E. Overtime work shall be voluntary, except for emergencies. There shall be no discrimination against any employee who declines to work overtime.
- F. For the purpose of a regular rotation of overtime opportunities, but for such purpose only, overtime work refused shall be considered as overtime actually worked.

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<sup>9</sup> Section 6 and contract language added per FY04 MOA signed May 2004

- G. For purposes of counting thirty-five (35) hours in any week for computing overtime, sick leave absences and vacation day 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 or five (5) vacation days in one (1) calendar year. The above does not relate to a regularly scheduled normal vacation time.
- H. Coverage for clinics<sup>10</sup> will be on a voluntary basis. If there are not enough volunteers, the least senior nurse(s) will be assigned.
- I. When the City modifies the work schedules of City of Lowell employees for inclement weather, emergency or any other purpose, Clinic Nurses required to work, when others have their schedules modified, shall be paid at the overtime rate for all hours worked during this modified work period.

### **ARTICLE XIII - Union Officers and Stewards**

A written list of Union Officers and the Union Stewards shall be furnished by the Union to the Employer immediately after their election or designation, and the Union shall notify the Employer, in writing of any changes. This list shall not exceed one (1) Steward from each division. 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 bargaining unit employee 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) members of the bargaining unit, as designated by the Union President, or his/her designee, shall be allowed to attend the funeral without loss of pay.

The above 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.

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<sup>10</sup> Language removed: "immunization, diabetic, lead and flu" per FY04 MOU signed May 2004.

When the Union President and or steward(s) is 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 XIV - Meal Periods**

School nurses are expected to work school hours with a paid twenty-minute lunch on site.

**ARTICLE XV -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 XVI - Cleanup Time**

Employees shall be granted fifteen (15) 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 XVII - Holidays**

Section 1: The following days shall be considered to be paid holidays:

- |                          |                  |
|--------------------------|------------------|
| New Years Day            | Independence Day |
| Martin Luther King's Day | Labor Day        |
| Washington's Birthday    | Columbus Day     |
| Patriot's Day            | Veteran's Day    |
| Memorial Day             | Thanksgiving Day |
| Christmas Day            |                  |

School nurses do not receive additional holiday pay for Independence Day<sup>11</sup>. The day after Thanksgiving shall be used as a scheduled fourth personal day for Public Health Nurses only.<sup>12</sup>

Section 2: 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.

Section 3: If a holiday occurs within an employee's vacation period, he/she shall receive an additional day's vacation, with pay.

Section 4: An employee required to work on a holiday shall receive, in addition to his/her holiday pay, time and one-half (1 1/2) for all hours worked.

Section 5: A holiday off shall be considered as hours worked for purposes of determining overtime during that payroll week in which holiday falls.

Section 6: Employees working on the actual holiday of Saturday or Sunday will be paid holiday pay at straight time plus time and one half for hours worked<sup>13</sup>. 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 work day, he/she shall be paid time and one-half for such day and one additional days pay at straight time.

Section 7: 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

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<sup>11</sup> Language added: "school nurses do not receive additional holiday pay for Independence Day" per MOU Fy08-10 signed March 2008.

<sup>12</sup> Language added per MOU (July 1, 2012-June 30, 2015). Signed on April 2, 2013. Ratified by City Council on April 3, 2013.

<sup>13</sup> Provision was added to be effective on July 1, 2000.

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 day's 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 guarantee for the future grant of such time.

**ARTICLE XVIII - Vacations**

Section 1: All clinic based nurses, in addition to their maximum accrued vacation of five (5) weeks as defined in Article XVIII, will receive the days between Christmas Eve and New Year's Day off, inclusive with pay.

Section 2: Nurses assigned to the schools who work the 182 day schedule shall not be entitled to vacation except as referenced in Article XI.

Section 3.- Clinic based nurses 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. 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) week of vacation entitlement.<sup>14</sup>

Section 4<sup>15</sup>.- Clinic based nurses covered by this Agreement who have 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. Clinic based nurses covered by this Agreement who have worked for the Employer for fifteen (15) years or more, shall be granted an annual vacation of five (5) weeks without loss of pay.

The following schedule shall be added to the vacation provision<sup>16</sup>:

15 years of service	5 weeks vacation
16 years	5 weeks plus 1 day

<sup>14</sup> Language grants one week vacation when not eligible for minimum as per FY04 MOA signed May 2004.

<sup>15</sup> Section 4 language amended from 17 years to 15 years for eligibility of 4 weeks vacation after 15 years service.

<sup>16</sup> Vacation schedule added per FY04 MOA signed May 2004.

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 5.- 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 five (5) days<sup>17</sup> in advance, to the Department Head. Employees shall be allowed to take single days and one-half (1/2) day increments<sup>18</sup> of vacation leave subject to the approval of the Department Head.

Section 6.- 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 7.- In accordance with the provisions of General Laws, Chapter 41, Section 111E, as amended, whenever the employment of any eligible employee is terminated during a year by dismissal through no fault or delinquency on his/her part, or by resignation, retirement or death, without his/her having been granted the vacation to which he is entitled, he, or in the case of his/her death, his/her estate, shall be paid at the regular rate of compensation payable to him/her at the termination of his/her employment, an amount in lieu of such vacation, provided that no monetary or other allowance has already been made therefor. If termination is due to death, payments hereunder shall be made in accordance with General Laws, Chapter 41, Section 111-1, as amended, where applicable.

Vacation 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

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<sup>17</sup> Language amended from “forty-eight hours” to “five days” per FY08-10 MOU signed March 2008.

<sup>18</sup> Language added for half-day increments for vacation time per FY04 MOA signed May 2004.

15th). Employees with twenty (20) years' service or more, shall be granted at least two (2) weeks' vacation during said summer period.

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<sup>19</sup> (4) weeks' vacation may carry over three (3) weeks' vacation into the next calendar year. Employees with vacation entitlement of five (5) weeks' vacation may carry over up to four (4) weeks into the next calendar year<sup>20</sup>. In no event shall an employee be allowed more than four (4) weeks cumulative vacation carryover.

Employees shall accrue sick, vacation, and personal time on January 1<sup>st</sup> of each year.<sup>21</sup>

## **ARTICLE XIX - Sick Leave**

### Section 1.- General:

As provided by Massachusetts General Laws, Chapter 41, Section 111B, as amended, and by the Sick Leave Ordinance of the Code of the City of Lowell, each employee regularly employed, when entitled thereto, shall be granted leave with pay on account of illness or injury, whether or not received in the line of duty, for which he does not receive compensation or other benefits from the Employer.

All employees and all new hires shall accrue sick leave at the rate of 12 days per year from the beginning of a year.<sup>22</sup>

Sick leave may be accumulated from year to year. The sick leave maximum for purpose of use only shall be three hundred (300) days<sup>23</sup>. For the purpose of payment of unused sick leave under Section 2, the maximum shall remain two hundred sixty (260) days.

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<sup>19</sup> Language amended to allow 3 weeks carry-over at only 4 weeks (vs 5) per FY04 MOA signed May 2004.

<sup>20</sup> Language added per FY04 MOU signed May 2004.

<sup>21</sup> Language added per MOU (July 1, 2010 – June 30, 2012). Signed on 26 June 2012. Ratified by the Lowell City Council on June 26 2012. Copy on file in the Human Relations Office, City Hall, Lowell, MA.

<sup>22</sup> Effective January 1, 2014. Language changed per MOU 2012-2015. Signed on April 2, 2013; Ratified April 3, 2013.

<sup>23</sup> Sick leave maximum for use was increased from 260 days to 300 days effective Jan 1, 2004.

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.

Employees shall accrue sick, vacation, and personal time on January 1<sup>st</sup> of each year.<sup>24</sup> During the first year of employment, during the first 90 days no sick time is accrued. After the 90 day probationary period, members accrue one sick day per month for their first year of employment. Following their first year anniversary, members continue to accrue one sick day per month until January 1st, at which time they receive the twelve sick days for the year.

Section 2.- Upon Death or Retirement<sup>25</sup>:

Upon death 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 Mass. General Laws, Chapter 41, Section 111-I, as amended.

Section 3: Sick Leave Buyback<sup>26</sup>: At the employee's option, after he/she has accumulated seventy-five (75) sick days, they may sell back to the City up to five days per year, provided they have used no more than five (5) days in the previous year and have increased his/her accumulation by at least five days. Such payment shall occur on the third week of January (first year shall be paid January 2001.)

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<sup>24</sup> Language added per MOU (July 1, 2010 – June 30, 2012). Signed on 26 June 2012. Ratified by the Lowell City Council on June 26 2012. Copy on file in the Human Relations Office, City Hall, Lowell, MA.

<sup>25</sup> Effective on July 1, 1988, contract allows payout of 1 day for 3 days accrued sick leave at death or retirement.

<sup>26</sup> Sick leave incentive added to contract to be effective in calendar year 2000.

New members to Local 1705A shall no longer be eligible for a buy back of a percentage of their accumulated sick leave.<sup>27</sup> Moreover, new members to Local 1705A shall no longer be eligible for a yearly buy back of 5 sick days per year.

Current members agree to freeze their sick leave amounts as of January 1, 2014. Pursuant to the "freeze", members shall be eligible to buy back 10 days, in addition to the current 5 day buy back allowance. To be eligible a member must have 75 sick days. The buy back of 10 additional days will be capped at \$20,000.00. Once the cap is reached, the member will no longer be entitled to the additional 10 day buy back, nor will the member be entitled to any further sick leave buy back upon retirement or death. This provision shall not prevent the member from continuing to accumulate sick leave.<sup>28</sup>

#### **ARTICLE XX - Funeral Leave**

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

In the case of the death of a member of the immediate family of the employee, as that term is hereinafter defined, five (5) days leave with pay shall be granted to such employee, three of which shall not be shall be charged to sick time.<sup>29</sup> These five (5) days shall not in any case extend beyond the day of the funeral, except where the funeral is conducted out of the City, in which case the Department Head is authorized to grant reasonable additional time.

In the case of the death of a brother or sister of an employee's husband or wife, one (1) days leave of absence, with pay, shall be allowed if requested, and it shall not be charged against his/her or her sick

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<sup>27</sup> Effective date of ratification by City Council, April 3, 2013

<sup>28</sup> Language added per MOU (July 1, 2012-June 30, 2015). Signed on April 2, 2013. Ratified by City Council on April 3, 2013.

<sup>29</sup> Language added per MOU (July 1, 2012-June 30, 2015). Signed on April 2, 2013. Ratified by City Council on April 3, 2013.

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

Immediate family<sup>30</sup>, of the employee includes: spouse, mother, father, step-parent, brother, sister, child, mother-in-law, father-in-law, grandchild, and grandparents.

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.

The parties agree that in the case of the death of a member of the immediate family of the employee where the funeral is conducted outside of the City, the parties agree to increase funeral leave by one (1) extra day.<sup>31</sup>

#### **ARTICLE XXI - Personal Leave**

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 three (3) personal leave days may be granted each calendar year except as provided in Article VII "Holidays" on January 1<sup>st</sup><sup>32</sup>. Commencing July 1, 2000, the first three (3) personal leave days shall be without loss of pay<sup>33</sup>. Personal leave shall not be accumulated and may be taken during the school year.

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.

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<sup>30</sup> "Stepparent" and "grandchild" added to definition of "immediate family" per FY04 MOA signed 2004.

<sup>31</sup> Language added per MOU (July 1, 2010 – June 30, 2012). Signed on 26 June 2012. Ratified by the Lowell City Council on June 26 2012. Copy on file in the Human Relations Office, City Hall, Lowell, MA.

<sup>32</sup> Language added per MOU (July 1, 2012-June 30, 2015). Signed on April 2, 2013. Ratified by City Council on April 3, 2013. Language deleted: The fourth and fifth days shall be charged against sick leave.

Public Health Nurses will be allowed one floating day off (personal day), not charged to sick leave, which shall be used the day after Thanksgiving.<sup>34</sup>

Conflict with too many employees requesting the same day off, will be determined by lottery.

Personal leave<sup>35</sup> 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.<sup>36</sup> During the first year of employment, during the first 90 days no personal days are accrued. After the 90 day probationary period, members receive a prorated number of personal days based on their date of hire, until January 1st, at which time they receive three personal days.

#### **ARTICLE XXII - 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 in accordance with the present practice of having the employee pay over to the Employer his/her jury pay in full, exclusive of any travel or other allowance and, in turn, the Employer will pay to the employee his/her regular weekly wages.

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

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

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<sup>33</sup> Three days personal leave without loss of pay was granted as of July 1, 2000.

<sup>34</sup> MOU July 1, 2012- June 30. ). Signed on April 2, 2013. Ratified by City Council on April 3, 2013.

<sup>35</sup> One-half day increments added per FY04 MOA signed 2004.

<sup>36</sup> Language added per MOU (July 1, 2010 – June 30, 2012). Signed on 26 June 2012. Ratified by the Lowell City Council on June 26 2012. Copy on file in the Human Relations Office, City Hall, Lowell, MA.

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 XXIII - Health and Insurance Plan**

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

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

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 force for all employees. Said plans will be offered through the same administrators of the managed care plans in place for all city employees. 1705A members will have the option of the PPO or HMO plans. Said plans will be offered at the current 75%/25% contribution levels.<sup>37</sup>

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. 1705A members will have the option of either plan. Attempts to eliminate the currently offered indemnity plan

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<sup>37</sup> Language added per FY08-10 MOA signed March 2008. Master Medical health plan eliminated from available health plans as of July 1, 2011 per Coalition Agreement signed April 2011.

as one of the options will become a matter for bargaining. Said plan will be offered at the current 75%/25% contribution levels.

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 XXIV - Uniforms and Protective Clothing**

Section 1: 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.

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.

Section 2: Eyeglasses broken on the job, shall be reimbursed at a maximum of two hundred (\$200.00) dollars not to exceed one pair per member within any twenty-four month period<sup>38</sup>, which will be paid within thirty (30) days.

Section 3: The Employer has accepted the provisions of Mass. General Laws, Chapter 40, Section 6K, as amended, relative to the purchase of uniforms for nurses.

Notwithstanding the above provision, the Employer agrees to furnish for employees such protective clothing, smocks, etc., as the Employer is presently providing as of the date of this Agreement.

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.

#### **ARTICLE XXV - Duties**

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.

#### **ARTICLE XXVI - Job Classification and Job Assignment**

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

#### **ARTICLE XXVII - Wages and Pay Classification**

##### Section 1: Wages

The basic compensation of all employees covered by this agreement shall be provided by the City's salary grid, a copy of which is attached. The grid is accurate only up to the date of printing, as the information contained within is subject to change.

##### Section 2: General:

The above basic weekly compensation increase provided in Section 1, unless otherwise specified, shall apply to all positions and classifications and all pay steps of all employees within the bargaining units covered by the Agreement.

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.

##### Section 3: Longevity:

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<sup>38</sup> Language added FY08-10 MOU signed March 2008.

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

Section 4: 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.

Job classification study and new step proposals will continue to be negotiated.

Section 5: Nurses: School nurses will be paid at their regular hourly rate while working at the clinic. The regular hourly rate is determined by the contract (Annual salary divided by 182 days divided by seven (7) hours). Such coverage will be on a voluntary basis, with the least senior school nurse(s) assigned in the event there are not sufficient volunteers.

If it becomes necessary to hire substitute nurses to cover all nursing functions, the pay rate will not exceed the third step of the pay grade for BSN Nurse-42 week hourly rate.<sup>39</sup>

Section 6: It is agreed and understood that once the funding terminates for grant funded and temporary positions that all contractual obligations terminate.

Section 7: There shall be an incentive to nurses to continue their education. City and Nurses agree that the Master Degree may be either a Master's In Nursing or as Master's in Education specializing in School Nursing (such as offered by Cambridge College).

#### Section 8 Economic Re-opener

In the event that during the term on this Agreement, an employee of the City of Lowell receives a newly negotiated salary increase by way of an adjustment to the base wage or receives any economic incentive program outside of the collective bargaining process, the parties agree to reopen those provisions of this Agreement pertaining to salary to further bargain.<sup>40</sup>

### **ARTICLE XXVIII - Job Posting - Job Bidding**

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<sup>39</sup> First Amendment Agreement executed 2003 and deleting words "school nurse".

<sup>40</sup> New section 8 added per FY04 MOA signed May 2004.

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.

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.

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

All school nursing positions will first be posted internally. The posting shall include the qualifications, background and experience level required for the position. If there are qualified internal candidates, the senior most qualified candidate will be awarded the position. If management determines that no internal candidate(s) has (have) the necessary qualifications, then the position will be posted externally.

#### **ARTICLE XXIX - 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.

The parties agree that travel reimbursement for all seminars, courses, and licenses required for members' positions shall be reimbursed for such use at a per mile rate as established by IRS regulations.<sup>41</sup>

#### **ARTICLE XXX - Longevity Elimination<sup>42</sup>**

Longevity, as such, shall no longer be paid to any employee. (See Article XXIX, section 1(E) regarding longevity being converted into base pay).

#### **ARTICLE XXXI - Miscellaneous Provisions**

##### Section 1 - Bulletin Board:

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

##### Section 2 -

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

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

##### Section 3 - No Discrimination:

The parties to this Agreement agree that they shall not discriminate against any person 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.

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<sup>41</sup> Language added per MOU (July 1, 2010 – June 30, 2012). Signed on 26 June 2012. Ratified by the Lowell City Council on June 26 2012. Copy on file in the Human Relations Office, City Hall, Lowell, MA.

Section 4 - 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 5 -

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 6 -

Nothing in this Agreement shall prevent the City from engaging persons outside of the bargaining unit to perform work which could have been performed by employees within the bargaining unit or otherwise from contracting out bargaining unit work so long as such engagement or contracting out does not result in the reduction of the bargaining unit.<sup>43</sup>

The City shall provide the Union, with a thirty (30) day notice of its intent to contract out work presently performed by bargaining unit members except how it relates to substitute coverage for the special education classrooms, group of students serviced as special education, and one-on-one nurses that service special education students. Upon notice, the parties agree to meet and discuss alternatives to contracting out work presently performed by bargaining unit members<sup>44</sup>.

Section 7 - The Employer agrees to continue the method for the distribution of paychecks as at present, in order that the employees shall receive their checks as quickly as possible on payday The

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<sup>42</sup> Longevity pay rolled into base effective 1994.

<sup>43</sup> Language rewritten effective June 30, 1990

<sup>44</sup> Language added per FY04 MOU signed May 2004.

Union agrees to receive their payroll checks every two weeks, conditioned on all other Unions agreeing to bi-weekly payroll or a similar provision effective January 1, 2013, or thereafter.<sup>45</sup>

Section 8 - 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 9 - 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 10 - The Employer and the Union agree that employees shall be afforded the mandated benefits and protection provided for in Chapter 258 of the Massachusetts General Laws on the subject of tort liability.

Section 11 - The Employer agrees to pay eligible employees who sustain injuries arising out of and in the course of their employment, workmen's' compensation benefits in accordance with the provisions of the Workers' Compensation Act (Mass. General Laws, Chapter 152, as amended).

Section 12 - 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 with the Manager's approval.

Section 13 - An employee who is laterally transferred keeps his old rate.

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<sup>45</sup> Language added per MOU (July 1, 2012-June 30, 2015). Signed on April 2, 2013. Ratified by City Council on April 3, 2013.

Section 14 - 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 15 - 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 XXXIII) and shall retain their sick leave accumulation.

Section 16 - 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 17 - If the Employer should decide to hire a management consultant to review job classifications and salary structures within the City, the Union agrees to meet with interviewers, as needed, during working hours. Union shall be provided with a copy of the consultant's report as it pertains to bargaining unit positions or employees.

Section 18 - The City will not use volunteer forces unless the Union has had a chance to review and approve. 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.

Layoff notices - whenever the City decides to lay off permanent or provisional bargaining unit employees, the City will provide the Union with two (2) weeks written notice of said lay off with concurrent notice to the employee.

Section 19 - The City and the Union have agreed to the following City Policies. Unit members shall be held to the City policies and no other department policies of the same topic:

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

Section 20 - The Union agrees to Drug and Alcohol testing for reasonable suspicion. Such policy shall be negotiated prior to implementation.

Section 21 - Flexible Spending Account<sup>46</sup>

The City of Lowell will put in place an IRS Section 125 Flexible Spending Account Program and provide training on the Program for all bargaining unit members. Local 1705A representative shall sit on a Committee to implement program. The Committee shall be formed upon ratification of this Agreement.

Section 22 - Temporary Substitutes<sup>47</sup>

A temporary substitute nurse will be hired if a clinic or school nurse will be out on leave for a period of one month or more.

Section 23 - CORI Fingerprinting<sup>48</sup>

Pursuant to New Criminal Background Check Requirements for Schools in Massachusetts, School Nurses shall be required to be fingerprinted. The City agrees to a one-time reimbursement to cover such out of pocket expenses associated with this new requirement for the Public Health Nurses assigned to schools requiring finger printing. School Nurses will submit payment amounts prior to the reimbursement.

### **ARTICLE XXXII – Professional Days**

Education benefits for Health Department nurses shall be a maximum of \$1,200 annually<sup>49</sup>. Approval from department head and City Manager is required prior to registering for all courses. Employee must receive a passing grade of “C” or better in order to receive remuneration. This benefit shall be retroactive to 7/1/10.

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<sup>46</sup> Flexible Spending provisions added per FY04 MOU signed May 2004.

<sup>47</sup> Temporary Substitutes added per FY08-10 MOA signed March 2008.

<sup>48</sup> Side Letter Agreement, signed November 4, 2014.

<sup>49</sup> Education reimbursement provisions added in July 1, 1995 at \$600 annually and later increased to \$900 annually. Reimbursement increased, again, to \$1,200 per MOU (July 1, 2010 – June 30, 2012). This benefit is retroactive to 7/1/10

1705A Nurses are to be DESE certified within one (1) year from date of hire, extenuating medical and life circumstances shall be taken into consideration.<sup>50</sup>

Professional time off with pay to attend job related seminars and other training opportunities shall include nurses.

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.

Nurses shall be granted and encouraged reasonable time off for Professional Development. Nurses shall be allowed two (2) days off<sup>51</sup> with pay annually to attend professional or educational meetings with prior approval from the Department Head. Nurses shall not be unreasonably denied said time off. Time off will be given on a first come first serve basis.<sup>52</sup>

The City and Union agree to establish a committee which will meet to discuss ongoing issues pertaining to education. Two union members will meet with two management personnel as needed.

The parties agree to meet and incorporate existing language from the 1705 Agreement into a fully integrated 1705A agreement which pertains only to City of Lowell nurses (school and clinic).

### **Article XXXIII - Professional Stipends**

#### Section 1 - Stipends<sup>53</sup>

All reimbursements shall be paid within thirty (30) days when proper documentation has been submitted. All documentation for reimbursement must be submitted to the City within sixty (60) days of the course or exam.

As of January 1, 2014, members of Local 1705A shall receive a \$400.00 stipend for professional development and a \$450.00 stipend for miscellaneous costs.<sup>54</sup> New hire nurses will be

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<sup>50</sup> Side Letter Agreement, signed June 4, 2014.

<sup>51</sup> One day professional day granted in FY04; Increased to 2 days per FY08-10 MOU signed March 2008.

<sup>52</sup> Language added per FY04 MOA.

<sup>53</sup> These stipends shall cover Registered Nurse License, Individual Malpractice Insurance for Registered Nurses, Department of Education Re-Certification, Seminars, Continued Education Units (CEU) and Professional Development Points (PPD) with a maximum reimbursement not to exceed \$150 per year (see FY 08-10 negotiations), previously covered in a "reimbursement" section.

<sup>54</sup> Language added per MOU (July 1, 2012-June 30, 2015). Signed on April 2, 2013. Ratified by City Council on April 3, 2013.

paid these stipends after completion of 90 consecutive days of employment. This will be prorated to the date of hire.<sup>55</sup>

National Exams and National Certifications required by the Department of Education<sup>56</sup>. As of January 1, 2014, members of Local 1705A shall receive a \$1,500.00 stipend for National Certification. Only 1705A Nurses who are employed as school nurses will be eligible for the stipend.<sup>57</sup>

#### Section 2 - Medical Tests or Immunizations

The parties agree that the City shall reimburse employees for any medical tests or immunizations required for employment, provided that such tests or immunizations are neither covered nor provided by the City or by the employee's health insurance.<sup>58</sup>

### **ARTICLE XXXIV – Direct Deposit**

The Union agrees that effective upon the date of signing/ratification of contract all members shall receive their paychecks by direct deposit.<sup>59</sup>

### **ARTICLE XXXV - Duration**

#### Section 1 -

This agreement is effective \_\_\_\_\_ and expires \_\_\_\_\_. City and Union agree to open contract for further negotiations. City and Union agree to begin negotiations six (6) months before end of contract term. This contract will continue in effect until such time as a new contract has been agreed upon

#### Section 2 - Integrated Contract

This contract faithfully represents the efforts of all previous collective bargaining agreements and subsequently negotiated memorandums of understanding. As such, this contract will be the sole document referred to in future negotiations between the City and the collective bargaining unit.

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<sup>55</sup> Side Letter Agreement, signed June 4, 2014.

<sup>56</sup> Added per FY04 MOA signed May 2004.

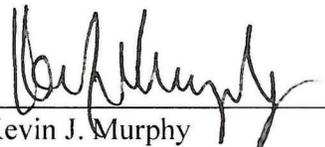
<sup>57</sup> Language added per MOU (July 1, 2012-June 30, 2015). Signed on April 2, 2013. Ratified by City Council on April 3, 2013.

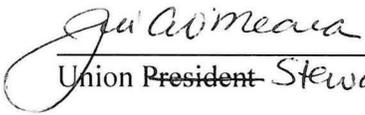
<sup>58</sup> Section added per MOU (July 1, 2010 – June 30, 2012). Signed on 26 June 2012. Ratified by the Lowell City Council on June 26 2012. Copy on file in the Human Relations Office, City Hall, Lowell, MA.

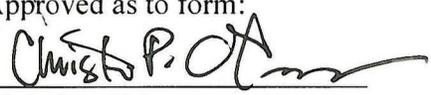
<sup>59</sup> Article added per MOU (July 1, 20110 – June 30, 2012). Signed on 26 June 2012. Ratified by the Lowell City Council on June 26 2012. Copy on file in the Human Relations Office, City Hall, Lowell, MA.

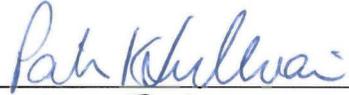
Witness our hands and seals this 30<sup>th</sup> day of June, 2016.

Local 1705A

  
\_\_\_\_\_  
Kevin J. Murphy  
City Manager

  
\_\_\_\_\_  
Union ~~President~~ Steward

Approved as to form:  
  
\_\_\_\_\_  
Christine O'Connor  
City Solicitor

  
\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
Bargaining Committee



**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF LOWELL AND  
LOCAL 1705A**

**RE: COLLECTIVE BARGAINING AGREEMENT  
FOR JULY 1, 2018 – JUNE 30, 2021**

The City of Lowell ("the CITY") and Local 1705A ("the UNION"), hereby agree to the following terms and conditions of this Memorandum of Understanding:

**1. Salary:**

- a. Year 1 (July 1, 2018 – June 30, 2019)
  - i. There shall be a 2% increase in salary for all employees in the Union, effective on the first day (July 1, 2018) for the fiscal year July 1, 2018 to June 30, 2019. Employees in the union shall receive retroactive pay back to July 1, 2018.
  
- b. Year 2 (July 1, 2019 – June 30, 2020)
  - i. There shall be a 1% increase in salary for all employees in the union effective on the first day (July 1, 2019) for the fiscal year July 1, 2019 to June 30, 2020.
  - ii. There shall be a 1% increase in salary for all employees in the union effective on the midpoint (January 1, 2020) for the fiscal year July 1, 2019 to June 30, 2020.
  
- c. Year 3 (July 1, 2020 – June 30, 2021)
  - i. There shall be a 1% increase in salary for all employees in the union effective on the first day (July 1, 2020) for the fiscal year July 1, 2020 to June 30, 2021.
  - ii. There shall be a 1% increase on the last day of the fiscal year, June 30, 2021.

- 2. Arbitration:** Substitute the Department of Labor Relations for the Massachusetts Board of Conciliation and American Arbitration Association as the venue for arbitration.



3. **Mediation:** The Parties agree to eliminate Step 4 and institute mandatory mediation following filing for arbitration with the Department of Labor Relations.
4. **Professional Development** Travel expenses incurred through prior approved professional development shall be included in the professional development stipend.
5. **Professional Day on Weekends** The City shall provide compensatory time for professional development training that can only be scheduled on a Saturday or Sunday. The maximum amount of compensatory time that an employee will be able to accrue for such an event is 7 hours. In order to accommodate substitute nurse coverage, usage of the comp day must be requested five days in advance, and approval of such will be contingent on substitute nurse coverage.
6. **Salary Study** In the event the City conducts a salary study for City employees, 1705A members' positions will be included in such a salary study.
7. **City Hall Schedule** Public Health nurses will adhere to the City Hall schedule. The terms of this schedule were set forth in a Memorandum of Understanding, signed by other employee unions on March 29, 2017. The Union agrees to adhere to the terms set therein.
8. **CEU's:** When reasonably practicable, the Health Department will make best efforts to provide CEU's on school early release days.
9. **School Coverage** Add to Article XI, Section 6: This provision shall not prevent a school nurse from being assigned to more than two schools whose combined student populations exceed one thousand (1,000) students, as long as the assigned nurse is not physically seeing more than 1,000 students.
10. **Early School Closure** Article XI, Section 2, add that if a school building closes, the nurse or nurses assigned to that school will be reassigned to another school for the day.
11. **Discretionary Closure** Add to contract: 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.
12. **Wage Grid** The wage grid will be restructured such that the bottom step is eliminated and one step will be added to the top of the grid. This new top step will contain the same



percentage differential that currently appears between other steps in the grid. This wage grid will go into effect on the first day of the second year of the agreement, 7/1/19.

**13. Contract Provisions**

a. All provisions of this Memorandum of Understanding shall be incorporated into a comprehensive integrated Collective Bargaining Agreement, which shall contain all provisions of prior contracts and amendments thereto, except as such are changed by this Memorandum of Understanding.

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

Witness our hands and seals this 6 day of November, 2018.

Local 1705A

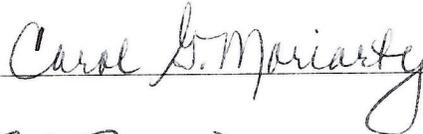
  
\_\_\_\_\_  
Eileen Donoghue, City Manager

  
\_\_\_\_\_

Approved as to Form:

Bargaining Committee:

  
\_\_\_\_\_  
Christine P. O'Connor  
City Solicitor

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

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

**RE: COLLECTIVE BARGAINING AGREEMENT  
FOR JULY 1, 2021 – JUNE 30, 2024**

The City of Lowell (“the City”) and the American Federation of State, County, and Municipal Employees, State Council 93, Local 1705A (“the Union”), hereby agree to the following terms and conditions of this Memorandum of Understanding:

**1. Salary:**

- a. Year 1 (July 1, 2021 – June 30, 2022)
  - i. There shall be a 2.5% increase in salary for all employees in the Union, effective on the first day (July 1, 2021) for the fiscal year July 1, 2021 to June 30, 2022. Employees in the Union shall receive retroactive pay back to July 1, 2021. The 2.5% increase will be effective on the existing salary grid.
- b. Year 2 (July 1, 2022 – June 30, 2023)
  - i. There shall be a 2.5% increase in salary for all employees in the union effective on the first day (July 1, 2022) for the fiscal year July 1, 2022 to June 30, 2023.
- c. Year 3 (July 1, 2023 – June 30, 2024)
  - i. There shall be a 2.5% increase in salary for all employees in the union effective on the first day (July 1, 2023) for the fiscal year July 1, 2023 to June 30, 2024.

**2. Juneteenth:**

- a. The City and Union agree to add June 19th (Juneteenth) to the list of paid holidays.

**3. Wage Adjustment**

- a. There shall be an increase in salary as reflected in the below grids for School Nurses and Clinical Nurses.
- b. The new wage grid will be effective on the first day of the pay period following approval of this Memorandum of Understanding by all parties.
- c. The City and Union agree that members will be adjusted to the new grid as follows:

- i. Members whose years of service exceeds the top step of the current wage grid will jump to the new step consistent with their years of service (i.e. an employee with 15 years of service will jump from Step 7 to Step 15). An employee with fewer than 7 years of service will move onto the new grid in their current step (i.e. an employee with 1 year of service currently on Step 6 will move to Step 6 on the new grid).
- d. The City and Union agree that employees will step annually on the first day of the fiscal year (July 1). Employees hired in the first half of the fiscal year are eligible to step although they have not worked a full year. Employees hired in the second half of the fiscal year will not be eligible to step until they have worked at least a full year. The new step process will replace the existing step process outlined in Article XXIX, Section 4.
- e. The City and Union agree to remove Article XXVII, Section 8: Economic Re-Opener.

**4. Education Benefit**

- a. The City and Union agree to replace Article XXVIII, Section 7 with the following language:
  - i. Section 7: The incentive for nurses to continue their education is reflected in the salary grids for Public Health Nurses. The City and Union agree that the Master Degree may be a Master's in Nursing, Master's in Education specializing in School Nursing, a Master of Public Health, or a Master Degree in a related subject, upon approval from the Department Head. A change in status from a BSN to a MSN is not considered a promotion.
- b. The City and Union agree to amend the education benefit as follows:
  - i. The education benefits for Public Health Nurses shall be a maximum of \$1,200 annually with a cap of \$4,800 per employee. Approval from department head and City Manager is required prior to registering for all courses. Employee must receive a passing grade of "C" or better in order to receive remuneration. A member who resigns or is terminated from their position with the City within two-years of receiving this education benefit will reimburse the City for 50% of the education benefit received by the member.
  - ii. The amended language will be moved from Article XXXII to Article XXXIII, Section 3.

**5. CEU/Uniform Stipend:**

- a. As of January 1, 2022, members of Local 1705A shall receive a \$420.00 stipend for professional development and a \$472.50 stipend for miscellaneous costs.

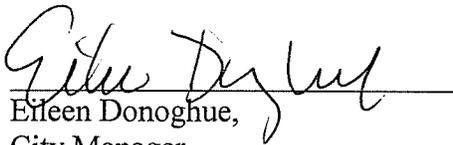
**6. Contract Provisions**

- a. All provisions of this Memorandum of Understanding shall be incorporated into a comprehensive integrated Collective Bargaining Agreement, which shall contain all provisions of prior contracts and amendments thereto, except as such are changed by this Memorandum of Understanding.
  
- b. Except as modified herein, all provisions of the present existing Collective Bargaining Agreement integrated contract remain in full force and effect.

Witness our hands and seals this 12 day of OCTOBER, 2021.

CITY OF LOWELL

UNION:

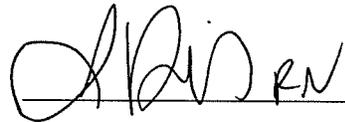
  
Eileen Donoghue,  
City Manager

 A. S. ME 93  
Union Representative

APPROVED AS TO FORM

EMPLOYEE:

  
Helen Anderson,  
Assistant City Solicitor

  
Roberto McNeil RN  
  
Carol G. Marcarty

**Attachment A**

<b>SCHOOL NURSE GRID</b>				
<b>Step</b>	<b>NURSE</b>	<b>NURSE + 15</b>	<b>NURSE MS</b>	<b>NURSE MS + 15</b>
1	54,757	56,399	58,091	59,833
2	56,673	58,373	60,124	61,927
3	58,657	60,416	62,229	64,095
4	60,710	62,531	64,407	66,338
5	62,835	64,720	66,661	68,660
6	65,034	66,985	68,994	71,063
7	67,310	69,329	71,409	73,550
8	69,666	71,755	73,908	76,125
9	72,104	74,267	76,495	78,789
10	74,628	76,866	79,172	81,547
11	77,240	79,557	81,943	84,401
12	79,943	82,341	84,811	87,355
13	82,741	85,223	87,779	90,412
14	85,637	88,206	90,852	93,577
15	88,634	91,293	94,032	96,852

<b>CLINIC NURSE GRID</b>		
<b>Step</b>	<b>CLINIC NURSE BS</b>	<b>CLINIC NURSE MS</b>
1	65,028.60	68,280.03
2	66,654.32	69,987.03
3	68,320.67	71,736.71
4	70,028.69	73,530.12
5	72,479.69	76,103.68
6	75,016.48	78,767.31
7	77,642.06	81,524.16
8	81,135.95	85,192.75
9	84,787.07	89,026.42
10	88,602.49	93,032.61
11	93,032.61	97,684.24
12	97,684.24	102,568.46

**SIDE LETTER OF AGREEMENT BETWEEN  
THE CITY OF LOWELL AND  
AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES, STATE COUNCIL 93, LOCAL 1705A**

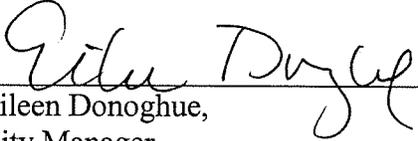
The City of Lowell ("the City") and the American Federation of State, County, and Municipal Employees, State Council 93, Local 1705A ("the Union"), hereby agree to the following terms and conditions of this Side Letter of Agreement:

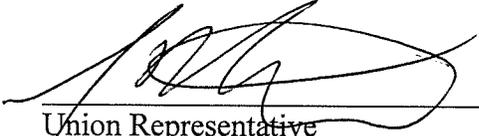
The Union agrees to waive the 30 day notice as set forth in Article XXXI, Section 6 relative to the hiring of agency nursing staff for this academic year (2021-2022). This waiver is not precedent setting.

Witness our hands and seals this 12 day of October, 2021.

CITY OF LOWELL

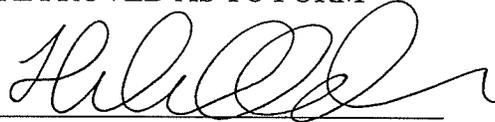
UNION:

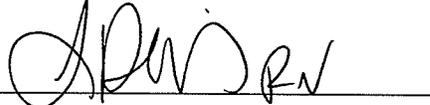
  
\_\_\_\_\_  
Eileen Donoghue,  
City Manager

  
\_\_\_\_\_  
Union Representative

APPROVED AS TO FORM

EMPLOYEE:

  
\_\_\_\_\_  
Helen Anderson,  
Assistant City Solicitor

  
\_\_\_\_\_  
ADW RN

  
\_\_\_\_\_  
Robert McNeil RN

  
\_\_\_\_\_  
Carol G. Moriarty

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 1705A, AFSCME Council 93 AFL-CIO covering the period July 1, 2021 through June 30, 2024.

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In accordance with Massachusetts General Laws, Chapter 150E, Section 7(b), a Memorandum of Agreement between the City of Lowell and Local 1705A, AFSCME Council 93 AFL-CIO covering the period July 1, 2021 through June 30, 2024 has been reached by the City of Lowell, acting through its City Manager, as the collective bargaining representative, and AFSCME Local 1705A, which agreement covers the items negotiated over the past few months with UNION; and

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

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

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

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

That the City Council of the City of Lowell hereby ratifies and approves the execution by the City Manager of the City of Lowell of the Memorandum of Understanding between the City of Lowell and AFSCME Local 1705A covering the period July 1, 2021 through June 30, 2024, 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 October 5, 2021, Read twice and adopted on roll call vote 9 yeas. So Voted./s/Michael Q. Geary, City Clerk

Approved by City Manager Eileen M. Donoghue October 6, 2021.

A true copy

ATTEST:



Michael Q. Geary  
City Clerk

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

**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 1705A ("Union"), hereby agree to the following terms and conditions of this Memorandum of Understanding:

**1. Salary**

- a. Year 1 (July 1, 2024 – June 30, 2025)
  - i. There shall be a 4% increase in salary for all employees in the Union, effective on the first day (July 1, 2024) of the fiscal year to June 30, 2025.
- b. Year 2 (July 1, 2025 – June 30, 2026)
  - i. There shall be a 3% increase in salary for all employees in the Union, effective on the first day (July 1, 2025) of the fiscal year to June 30, 2026.
- c. Year 3 (July 1, 2026 – June 30, 2027)
  - i. There shall be a 2% increase in salary for all employees in the Union, effective on the first day (July 1, 2026) of the fiscal year to June 30, 2027.

**2. Professional Stipends:** The second paragraph of Article XXXIII, §1 shall be amended as follows: "As of January 1, 2025, members of Local 1705A shall receive a stipend of \$900 to cover professional development and miscellaneous costs. New hire nurses will be paid this stipend after completion of 90 consecutive days of employment. This will be prorated to the date of hire. Travel expense incurred through prior approved professional development shall be included in the stipend."

**3. Arbitration:** Article VI, §6 shall be deleted, and Article VI, § 4 and 5 shall be amended as follows:

**Section 4 – Steps in the Grievance Procedure**

"Grievances shall be processed as follows:

STEP ONE (1). The Union Steward, and/or representative, with or without the aggrieved employee, shall take up the grievance or dispute in writing with the employee's immediate supervisor outside of the bargaining unit within five (5) working days of the date of the grievance or their knowledge of the occurrence which led to the grievance. The employee's supervisor shall attempt to adjust the matter informally and shall respond to the Steward within five (5) working days.

STEP TWO (2). If the grievance has not been settled, it shall be presented in writing to the Department Head within ten (10) working days after the supervisor's response is due. The Department Head shall respond to the Steward in writing within ten (10) working days.

STEP THREE (3). If the grievance still remains unsettled, the Union may present the grievance to the City Manager, or their designee, within fifteen (15) days of the date after which the response of the Department Head is due. The City Manager, or their designee, shall

respond to the Union in writing within fifteen (15) working days after the grievance is presented to the City Manager. Within said fifteen (15) working days, the City Manager, or their designee, shall hold a conference review with the Union representatives and the grievant.

STEP FOUR (4). If the grievance is still unsettled, either party may, within fifteen (15) 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 FIVE (5). The Parties may agree to mediation following filing for arbitration with the appropriate agency.”

### **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 American Arbitration Association 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 fail to select the arbitrator as herein provided within five (5) calendar days of receipt of the list, the American Arbitration Association shall appoint the arbitrator subject to the rules of the Association.

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 their 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.”

#### **4. Miscellaneous:** Add a new section to Article XXXI 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.”

5. **Personal Leave:** The fourth paragraph of Article XXI shall be amended as follows: "Conflict with too many employees requesting the same day off will be determined on the basis of first come, first serve."
6. **Sick Leave:** The last paragraph of Article XIX, §1 shall be amended as follows: "Employees shall accrue sick, vacation, and personal time on January 1<sup>st</sup> of each year. During the first year of employment, during the first ninety (90) days no sick time is accrued. After the ninety (90) day probationary period, members shall receive six (6) sick days, and then shall accrue one sick day per month for their first year of employment; provided, however, no member shall receive more than twelve (12) sick days during their first year of employment. Following their first year anniversary, members continue to accrue one sick day per month until January 1<sup>st</sup>, at which time they receive the twelve sick days for the year."
7. **Funeral Leave:** The second and fourth paragraphs of Article XX shall be amended as follows:

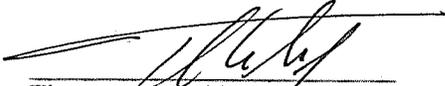
"In the case of the death of a member of the immediate family of the employee, as that term is hereinafter defined, five (5) days leave with pay shall be granted to such employee. These five (5) days shall not in any case extend beyond the day of the funeral, except where the funeral is conducted out of the City, in which case the Department Head is authorized to grant reasonable additional time."

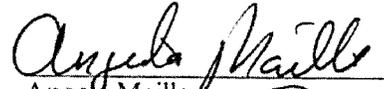
"Immediate family of the employee includes: spouse, mother, father, step-parent, brother, sister, child, mother-in-law, father-in-law, grandchild, grandparents, step-siblings, step-children, and step-grandparents."
8. **Contract Provisions**
  - a. All provisions of this Memorandum of Understanding shall 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 \_\_\_\_\_ day of \_\_\_\_\_, 2024.

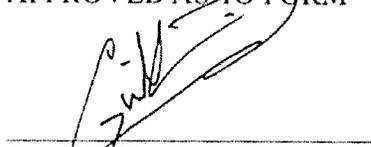
CITY OF LOWELL

LOCAL 1705A

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

  
\_\_\_\_\_  
Angela Maille  
President 

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

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

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

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

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

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

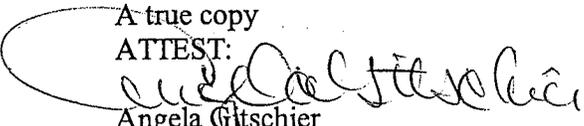
That the City Council of the City of Lowell hereby ratifies and approves the execution by the City Manager of the City of Lowell of the Memorandum of Understanding between the City of Lowell and AFSCME Local 1705A covering the period July 1, 2024 through June 30, 2027, the terms of which are outlined in the attached "Memorandum of Understanding", and further authorize the expenditure of funds for this Agreement.

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

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

A true copy

ATTEST:

  
Angela Gitschier

Assistant City Clerk

VotesContractsCollectiveBargainingLocal1705A