

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 MVEA Unit "D" covering the period July 1, 2018 through June 30, 2021.

In accordance with Massachusetts General Laws, Chapter 150E, Section 7(b), a Memorandum of Understanding between the City of Lowell and MVEA Unit "D" covering the period July 1, 2018 through June 30, 2021 has been reached by the City of Lowell, acting through its City Manager, as the collective bargaining representative, and MVEA Unit "D", 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 MVEA Unit "D" Memorandum of Understanding; and

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

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 MVEA Unit "D" covering the period July 1, 2018 through June 30, 2021, the terms of which are outlined in the attached "Memorandum of Understanding", and further authorize the expenditure of funds for this Agreement.

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF LOWELL AND
MVEA UNIT D**

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

The City of Lowell ("the CITY") and MVEA Unit D ("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 American Arbitration Association and/or Massachusetts Board of Reconciliation as the venue for arbitration.

3. **Mediation**: The Parties agree to mandatory mediation following filing for arbitration with the Department of Labor Relations
4. **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.
5. **Article XXV, Section 15** Add “Assistant Assessors” to list of employees reimbursed for safety work boots. Add, “Inspectors and assessors shall wear City issued shirts and/or jackets with the City seal while out on the road and on site for inspections and assessments.” These shall be paid for by the City.
6. **Article III, (Union Security)** Section 1: Add, Payment of the agency service fee shall commence after ninety (90) days following commencement of employment.
7. **Article VI, (Grievance Procedures and Arbitration)** Section 1: (3rd paragraph), Change 180 days to ninety (90) calendar days.
8. **Article XI, Section 2, (Hours of Work)** 9th paragraph, add: Where practicable, the City agrees to meet with Union 30 days prior to posting any changes in the hourly and or weekly work shifts. Nothing in this provision shall diminish the City’s management rights to change hours of work. This shall not change the terms of the City Hall hours agreement signed March 29, 2017.
9. **Article XVI, (Vacations)** Add title “Section 1” and add Employees shall accrue sick, vacation, and personal time on Jan.1st of each year.
10. **ARTICLE XVII, (Sick Leave)** Section 1 Add, Employees shall accrue sick, vacation and personal time on January 1st of each year.
11. **Article XVIII (Funeral Leave)** Add Aunt, Uncle, Niece and Nephew, provided that use of funeral leave for these relatives will be charged to sick or personal leave.
12. **Military Leave** Add to contract: Military leave shall be governed by M.G.L. c. 33, Section 59, as amended.
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 24 day of October, 2018.

MVEA Unit D

Eileen Donoghue, City Manager

Keith Rudy 10-24-18

Keith Rudy, Business Representative

Approved as to Form:

Bargaining Committee:

Christine P. O'Connor
City Solicitor

[Signature]

[Signature]

[Signature]