

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, 2018 through June 30, 2021.

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, 2018 through June 30, 2021 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, 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
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.**

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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.

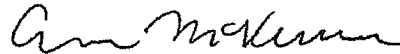
13. Contract Provisions

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

