

COMMONWEALTH OF MASSACHUSETTS

CITY OF LOWELL

In City Council

VOTE

Authorizing the City Council to Ratify and Approve the execution by the City Manager of the Memorandum of Understanding between the City of Lowell and the Association of Traffic Supervisors covering the period of July 1, 2018 through June 30, 2021.

In accordance with Massachusetts General Laws, Chapter 150E, §7(b), the Memorandum of Understanding between the City of Lowell and the Association of Traffic Supervisors covering the period July 1, 2018 through June 30, 2021 has been executed by the City of Lowell, acting through its City Manager, as the collective bargaining representative, and the Lowell Traffic Supervisors Association, which Memorandum covers the items negotiated over the past few months 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 this Memorandum of Understanding to the Association of Traffic Supervisors; and

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

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

That the City Council of the City of Lowell hereby ratifies and approves the execution by the City Manager of the City of Lowell of the Memorandum of Understanding between the City of Lowell and the Association of Traffic Supervisors covering the period July 1, 2018 through June 30, 2021, and further authorize the expenditure of funds for this Agreement.

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

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

The City of Lowell ("the CITY") and the Traffic Supervisors ("the ASSOCIATION"), 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. The hourly rate of pay will be increased to \$15.00 dollars per hour. This change will be retroactive 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 association 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 association 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 association 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. **Picture ID's:** Members will be provided with picture identification. Members will be required to wear these ids while they are at work.

5. **Meetings with LPD:** The Association will meet with the Superintendent of the Lowell Police Department, or his/her designee, twice per year. A third meeting will be convened if both parties agree it is necessary.

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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.

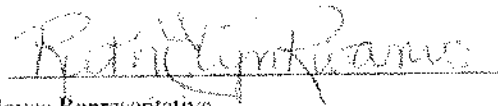
b. Except as modified herein, all provisions of the present existing Collective Bargaining Agreement integrated contract remain in full force and effect.

Witness our hands and seals this _____ day of _____, 2018.

Traffic Supervisors



Eileen Donoghue, City Manager Steve Kondziolka, Employee Representative



Approved as to Form: Ruthelyn Rivanis, Employee Representative



Christine P. O'Connor
City Solicitor