

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 853, International Association of Firefighters, AFL-CIO ("UNION"), covering the period of July 1, 2021 through June 30, 2024.

In accordance with Massachusetts General Laws, Chapter 150E, §7(b), the Memorandum of Understanding between the City of Lowell and Local 853 ("UNION"), covering the period July 1, 2021 through June 30, 2024 has been executed by the City of Lowell, acting through its City Manager, as the collective bargaining representative, and Local 853, 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 Local 853; 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 Local 853, International Association of Firefighters, AFL-CIO ("Local 853"), 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.

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF LOWELL AND
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 853**

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

The City of Lowell ("the City") and the International Association of Fire Fighters Local 853 ("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.
- 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. Day Stipend

- a. The City and Union agree to increase the day stipend from eighty dollars (\$80.00) to two-hundred and twenty dollars (\$220.00) for any member in a day-stipend eligible position who commits to the position for one-year.
- b. It is understood between the parties that if a member returns to non-day firefighting duties prior to the end of the member's one year commitment, then the member will reimburse the City for the difference between the committed day stipend and the uncommitted day stipend which is ninety dollars (\$90.00) per week unless the move

falls into one of the below enumerated exceptions. Members may repay the difference in either a lump sum or on a weekly basis for the number of weeks served.

- i. Members who retire, resign, or are terminated are not required to repay the difference between the committed day stipend and the uncommitted day stipend.
 - ii. Members who are moved out of a day stipend eligible position by the Chief are not required to repay the difference between the committed day stipend and the uncommitted day stipend provided the Chief confirms the reason for the transfer in writing and submits the written notice to Human Relations and the City Manager.
 - iii. Members who receive written permission from the Chief to move from a day stipend eligible position to accommodate a family member's medical condition are not required to repay the difference between the committed day stipend and the uncommitted day stipend.
- c. The City and Union agree to increase the day stipend from eighty dollars (\$80.00) to one-hundred and thirty dollars (\$130.00) for any member in a day-stipend eligible position who does not commit to the position for at least one-year.
 - d. The new day stipend will be retroactive to July 1, 2021. If a member commits to a day-stipend eligible position for one year starting at the execution of this agreement, they will be eligible to receive the committed stipend amount (\$220.00) retroactive to July 1. If the member remains uncommitted, they will receive the uncommitted amount retroactive to July 1.

3. Grievance and Arbitration Procedure

- a. The City and Union agree to amend the grievance and arbitration procedure to reflect the following:
 - i. The City and Union agree that the Union will request arbitration resulting from unsettled grievances regarding non-discipline matters with the Department of Labor Relations in lieu of the American Arbitration Association.
 - ii. The City and Union agree that the Union will have the choice to request arbitration resulting from unsettled grievances regarding discipline matters with either the Department of Labor Relations or the American Arbitration Association.

4. 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 _____, 2021.

CITY OF LOWELL

UNION

Eileen Donoghue,
City Manager



APPROVED AS TO FORM

Helen Anderson,
Assistant City Solicitor

