

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

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

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

NOW, THEREFORE, 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 1705 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
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, STATE COUNCIL 93, LOCAL 1705**

**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 1705 ("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. Juneteenth:

- a. The City and Union agree to add June 19th (Juneteenth) to the list of paid holidays.
- b. The City and the Union agree to add the following language: In addition to the enumerated holidays above, this Article will also apply to any legal holidays created by the State's General Court.

3. Dispatcher Shifts:

- a. The City and the Union agree to change the Dispatcher and Detention Attendant shift hours to the following:
 - i. First shift: 0700-1500
 - ii. Second shift: 1500-2300
 - iii. Third shift: 2300-0700

4. Holdover:

- a. The City and Union agree to the following holdover language. If a Department of Public Works' employee stays beyond their normally schedule shift to finish work already started during the normal shift, the employee will be guaranteed a minimum of two hours pay at the overtime rate. However, the employee will be required to work those two hours. An employee must obtain approval from the Commissioner or their designee to stay beyond their normally scheduled shift. A call-back that occurs within the first thirty minutes after an employee's shift will be treated as a holdover.

5. Progressive Discipline:

- a. The City and Union agree to amend the progressive discipline language in Article 6, §2.B so that an oral warning will remain in an employee's file for twelve (12) months.
 - i. Amended language as follows: Level 1 - Oral Warning - 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 twelve (12) months. If no similar infraction occurs within the ensuing twelve (12) months from the date the oral warning was given, it shall be removed from the employee's file.

6. Uniforms:

- a. Section 1. Uniformed Employees. If an employee is required to wear a uniform, protective clothing, or any type of protective device as a condition of employment, such uniform, protective clothing, or protective device shall be furnished to the employee by the Employer. The cost of maintaining the uniform or protective clothing (furnished by the Employer) in proper working condition (including tailoring, dry cleaning and laundering) shall be paid by the Employer with the exception of shirts for Department of Public Works' employees. Department of Public Works' employees will be responsible for cleaning the shirts provided to them by the Employer.

7. 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


Union Representative *AFSCME* *COUNCIL 93*

APPROVED AS TO FORM

EMPLOYEE:


Helen Anderson,
Assistant City Solicitor




