

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 MVEA Wastewater Unit II covering the period of July 1, 2024 through June 30, 2027.

In accordance with Massachusetts General Laws, Chapter 150E, §7(b), the Memorandum of Understanding between the City of Lowell and the MVEA Wastewater Unit II, covering the period July 1, 2024 through June 30, 2027 has been executed by the City of Lowell, acting through its City Manager, as the collective bargaining representative, and the MVEA Wastewater Unit II, 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 MVEA Wastewater Unit II; 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 MVEA Wastewater Unit II covering the period July 1, 2024 through June 30, 2027, and further authorize the expenditure of funds for this Agreement.

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF LOWELL AND
MERRIMACK VALLEY EMPLOYEES ASSOCIATION: UNIT II**

**RE: COLLECTIVE BARGAINING AGREEMENT
FOR JULY 1, 2024 – JUNE 30, 2027**

The City of Lowell (“City”) and the Merrimack Valley Employees Association, Unit II (“Union”) hereby agree to the following terms and conditions of this Memorandum of Understanding:

1. Salary

- a. Year 1 (July 1, 2024 – June 30, 2025)
 - i. There shall be a 4% increase in salary for all employees in the Union, effective on the first day (July 1, 2024) of the fiscal year to June 30, 2025.
- b. Year 2 (July 1, 2025 – June 30, 2026)
 - i. There shall be a 3% increase in salary for all employees in the Union, effective on the first day (July 1, 2025) of the fiscal year to June 30, 2026.
- c. Year 3 (July 1, 2026 – June 30, 2027)
 - i. There shall be a 2% increase in salary for all employees in the Union, effective on the first day (July 1, 2026) of the fiscal year to June 30, 2027.

2. Arbitration: The American Arbitration Association shall be the sole venue for arbitration.

3. Miscellaneous: It shall not be a prohibited practice under M.G.L. c.150E for the City to make minor, non-material changes to bargaining unit member job descriptions. “Minor, non-material” is defined as changes that do not alter the core duties, qualifications, or working conditions of the position.

The City will inform the Union president, or their designee, of any minor, non-material changes to a job description in a timely manner. This notification will include details of the planned changes. Upon request by the Union, the City will provide the rationale for any language change.

At all times, the City will remain open to consultation with the Union regarding job description changes for bargaining unit members.

4. Wages: There shall be one (1) new step added to the existing salary grid. Said step shall not go into effect until July 1, 2026.

5. Flex Time/Scheduling: The City and Union agree to implement a six (6) month trial concerning flex time schedules. The Union shall submit proposed flex time schedules, the approval of which shall be subject to the discretion of the City Manager, or their designee. Nothing in this provision shall be interpreted to extend the current length of breaks during the workday. At the conclusion of the six (6) month trial, the City and Union agree to discuss making the flex time schedule permanent. Any approval of a permanent, flex time schedule shall be at the discretion of the City Manager, or their designee.

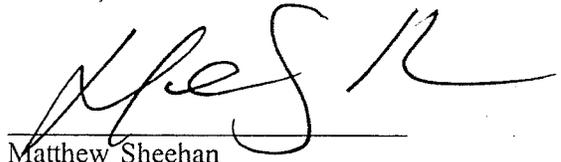
6. **Safety Program:** Amend Article XXV, §3(j) as follows: All members who maintain the Hazardous Waste Operations and Emergency Response Standard certificate shall receive a \$250 stipend. Such members shall receive a single payment upon receipt of their certification and upon every January thereafter, so long as they annually maintain such certification. In the event that a member fails to maintain such certification they shall no longer be eligible for the annual stipend.
7. **Funeral Leave:** Amend Article XVIII, paragraph 2 as follows: In the case of the death of a member of the immediate family of the employee, as that term is hereinafter defined, three (3) days leave with pay shall be granted to such employee and shall not be charged against his/her sick leave or vacation benefits. In the case of the death of a member of the extended family of the employee, one (1) day leave with pay shall be granted to such employee and shall not be charged against sick leave or vacation benefits. An additional two (2) days leave with pay shall be granted to such employee and shall be charged against his/her sick leave or vacation benefits. Extended family of the employee includes aunt, uncle, niece, and nephew.
8. **Uniforms and Protective Clothing:** Amend Article XXIX, §1 as follows: If any employee is required to wear a uniform, protective clothing, or any type of protective device as a condition of employment, said employee may elect to receive a clothing stipend of three hundred dollars (\$300) per year to furnish their own uniform, protective clothing, or any type of protective device. If the employee elects to receive the stipend, the stipend shall be in lieu of, not in addition to, any uniform, protective clothing, or any type of protective device that can be furnished to the employee by the Employer. Standards for an employee's uniform, protective clothing, or any type of protective device shall be set by the Executive Director, or their designee. This stipend shall be effective January 1, 2025.
9. **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.
 - c. The parties agree to collaborate to update and clean up old and/or outdated language in the Collective Bargaining Agreement.

Witness our hands and seals this 3 day of July, 2024.

CITY OF LOWELL

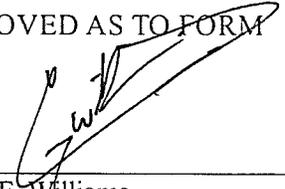
MVEA, Unit II

Thomas A. Golden, Jr.
City Manager



Matthew Sheehan
President

APPROVED AS TO FORM



Corey F. Williams
City Solicitor



Thomas A. Golden, Jr.
City Manager

Shawn Machado
Assistant City Manager

July 23, 2024

Mayor Daniel Rourke
And
Members of the City Council

Re: 2024 – 2027 Collective Bargaining Agreements

Dear Mayor Rourke and Members of the City Council:

Included on the agenda this week are a number of amendments to existing collective bargaining agreements between the City and two (2) out of the remaining four (4) unions that the City had not yet reached tentative agreements with. I'm pleased to report that these two (2) have been ratified by the respective union memberships. In total, the City has successfully completed contract negotiations with thirteen (13) of the fifteen (15) union groups.

Throughout the course of negotiations, it was determined that this COLA increase over the next three years represents a balance between fiscal responsibility and a sincere appreciation for the commendable service our employees give to the City and its residents. It is also a fair representation of the challenging increase in costs our employees face throughout their daily lives.

The other amendments to existing Collective Bargaining Agreements are intended to streamline operations across City Departments, make our City government run more efficiently, and foster continued labor harmony with our City's many unions. I am proud of the progress that has been made during my tenure as City Manager and look forward to working with our City's unions during the next three years to make our City a better place to live, work, and visit.

Sincerely,

Thomas A. Golden, Jr.
City Manager