

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 Lowell Organization of City Engineers covering the period July 1, 2018 through June 30, 2021.

In accordance with Massachusetts General Laws, Chapter 150E, Section 7(b), a Memorandum of Understanding between the City of Lowell and Lowell Organization of City Engineers 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 Lowell Organization of City Engineers, 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 Lowell Organization of City Engineers 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 Lowell Organization of City Engineers 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
CITY ENGINEERS**

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

The City of Lowell ("the CITY") and the City Engineers ("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 American Arbitration Association and/or Massachusetts Board of Reconciliation as the venue for arbitration.

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3. **Mediation:** The Parties agree to mandatory mediation following filing for arbitration with the Department of Labor Relations

4. **Emergency Weather Stipend:** In the event a member is called into a supervisory position due to snow or other weather emergency, the member shall receive a \$5 per hour stipend for supervisory spotting work. This hourly stipend shall only apply to hours spent in a supervisory spotting work capacity.

5. **Contract Provisions**

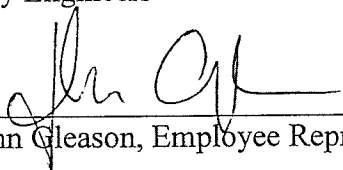
a. All provisions of this Memorandum of Understanding shall be incorporated into a comprehensive integrated Collective Bargaining Agreement, which shall contain all provisions of prior contracts and amendments thereto, except as such are changed by this Memorandum of Understanding.

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.

Eileen Donoghue, City Manager

City Engineers

 9/19/18

John Gleason, Employee Representative

Approved as to Form:

Bargaining Committee:

Christine P. O'Connor
City Solicitor

