

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 2532, AFSCME Council 93 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 Local 2532, AFSCME Council 93 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 AFSCME Local 2532, which agreement covers the items negotiated over the past few months of which are outlined in the attached "Agreement"; 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 2532 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 2532 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
LOCAL 2532**

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

The City of Lowell ("the CITY") and Local 2532 ("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 Massachusetts Board of Reconciliation as the venue for arbitration.

"A"

3. **Mediation:** The Parties agree to mandatory mediation following filing for arbitration with the Department of Labor Relations
4. **MIS Mandatory Overtime** Revise Article XXXIII Section 1 add italicized: For the purpose of counting the numbers of hours worked in a week for overtime purposes, hours worked shall not consist of vacation, sick leave or other times when the employee does not perform actual work, *unless the employee is called in for mandatory overtime during a previously scheduled vacation.*
5. **Clinical Nurse Managers and Nurse Coordinator** Add Section 6: The work year for all school nurse managers will be one hundred and eighty two (182) days long at current school hours. This will include one hundred and eighty (180) days the students are in session and two (2) days of training for which attendance shall be mandatory. This provides for one (1) day of training before school begins and one (1) day after the end of the school year for required CPR/First Aid training as well as other training determined by the Health Director. The Nurse Coordinators work year will be one hundred and ninety-two (192) days at current school hours, as Nurse Coordinators work one week prior to the return of school nurses, and one week after they have finished. Since the City may be offering CEU and PDP classes pertinent to maintaining certifications, personal days cannot be taken.
6. **Compensatory Time Accumulation** Revise Article XXXI, Section 1D to increase comp time accumulation to a maximum of two weeks. As explained in Section 1C, accumulation of comp time requires department head approval.
7. **Non-discrimination and Inclusion** Article I, amend last sentence to apply equally “regardless of gender identity.” Article III, amend to include gender identity.
8. **Early Closure** The parties agree that discretionary closures or delayed start for inclement weather, early holiday closure or otherwise, are at the sole discretion of the City Manager. Such closures and/or delayed starts shall not constitute grounds for any grievance.
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.

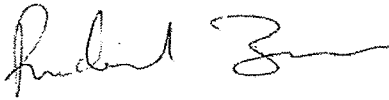
Witness our hands and seals this _____ day of _____, 2018.

Local 2532

Eileen Donoghue, City Manager

Approved as to Form:

Bargaining Committee:



Rachel M. Brown
First Assistant City Solicitor

