

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 SEIU Local 888, Chapter 159 Water and Wastewater covering the period July 1, 2018 through June 30, 2021.

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In accordance with Massachusetts General Laws, Chapter 150E, Section 7(b), a Memorandum of Understanding between the City of Lowell and SEIU Local 888, Chapter 159 Water and Wastewater 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 SEIU Local 888, Chapter 159 Water and Wastewater, which agreement 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 the SEIU Local 888, Chapter 159 Water and Wastewater 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 SEIU Local 888, Chapter 159 Water and Wastewater 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  
SEIU LOCAL 888  
RE: COLLECTIVE BARGAINING AGREEMENT  
FOR JULY 1, 2018 – JUNE 30, 2021**

The City of Lowell ("the CITY") and SEIU Local 888 ("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. Grievance Procedure:** Article VI, Section 3, revise "Massachusetts Board of Conciliation and Arbitration" to "Department of Labor Relations" and change "American Arbitration Association" to "Department of Labor Relations".

Add to Step 4: The Parties agree to mandatory mediation following filing for arbitration with the DLR

2. **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.

3. **ARTICLE XVIII – Funeral Leave**

In the case of the death of **aunt, uncle**, brother or sister of an employee's husband or wife, one (1) day leave of absence, with pay, shall be allowed if requested, but it shall be charged against his/her sick leave benefits.

4. **ARTICLE III – Union Security**

Add new section 4

**Orientation** - When the Employer hires new employees who are members of the bargaining unit one-half hour shall be allotted to the Union to meet with such employees. The Employer shall notify the Union Stewards upon the hiring of a new employee.

**Dues Deduction** - During the term of this Agreement, the Employer shall deduct from the employee's pay an amount set by the union for union dues, agency fees, COPE contributions from each member of the union who voluntarily executes an authorization form and upon request, any additional dues amounts specified by the Union and authorized by the employee.

When filed with the employer, the authorization form will be honored in accordance with its terms, Deductions will be promptly transmitted to the Union by electronic transfer (ACH). Along with the ACH payment, an employee payroll roster will be submitted within two business days via electronic means utilizing a CSV or Excel format, including any employee in a bargaining unit that is not having dues deducted.

This electronic employee payroll roster must include, employee id numbers, legal name, bargaining unit, deduction amount, deduction type, base pay amount (excluding overtime, shift differentials, bonuses, and longevity), pay ending date and check date.

**Employee Rosters** - Upon signing of this agreement, and monthly thereafter, the Employer shall supply to the Union a list of all employees covered by this agreement. The list shall include the employees legal name, home address, phone number, personal email, employee ID number, date of hire, annual salary, bargaining unit, department, job

title, work site, work email address and work phone number. Each month the Employer shall also electronically transmit a list of all new hires, any terminated, or transferred employees during the month.

**5. Article XXX – Miscellaneous Provisions**

Section 13, Incentive Programs: Increase the license incentive cap to \$2,800

Add Wastewater Collections License and Water Distribution License at \$250 per grade  
Increase EIT Certification to \$1,000

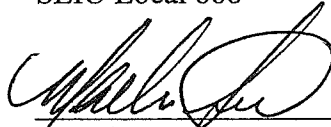
**6. Contract Provisions**

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.

SEIU Local 888




\_\_\_\_\_  
Madeline Soto, Representative

\_\_\_\_\_  
Eileen Donoghue, City Manager

Approved as to Form:

Bargaining Committee:

  
\_\_\_\_\_  
Aaron Fox

9/27/18

\_\_\_\_\_  
Christine P. O'Connor  
City Solicitor