

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 I covering the period of July 1, 2018 through June 30, 2021.

In accordance with Massachusetts General Laws, Chapter 150E, §7(b), the Memorandum of Understanding between the City of Lowell and the MVEA Wastewater Unit I, covering the period July 1, 2018 through June 30, 2021 has been executed by the City of Lowell, acting through its City Manager, as the collective bargaining representative, and the MVEA Wastewater Unit I, 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 I; 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 I covering the period July 1, 2018 through June 30, 2021, and further authorize the expenditure of funds for this Agreement.

"A"

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF LOWELL AND
MVEA I**

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

The City of Lowell ("the CITY") and MVEA I ("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.

3. **Mediation:** The Parties agree to mandatory mediation following filing for arbitration with the Department of Labor Relations
4. **Discretionary Closure:** Add to contract: 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.
5. **Article I, (Recognition – Person Covered by this Agreement) Section 1B:** 2ND paragraph, change one hundred and twenty (120) to ninety (90) days.
6. **Article III, (Union Security) Section 2:** Change one hundred twenty (120) days to ninety (90) days.
7. **Article VI, (Grievance Procedure and Arbitration) Section 1:** Change one hundred twenty (120) days to ninety (90) days; **Section 5.** Define Section as Progressive Discipline
8. **Article XI (Overtime):** In addition to regular/overtime pay during a weather emergency in which City Hall is closed, members engaged in weather emergency response shall receive a \$3.00 per hour stipend for hours in which the employee was engaged in weather emergency response.
9. **Article XV, (Sick Days) Section 5:** change “fiscal year” to “calendar year” ”; also change ten (10) days to seven (7) days
10. **Article XVI, (Funeral Leave):** Add Aunt, Uncle, Niece and Nephew to this section, but leave taken for those relatives will be charged against sick leave benefits or a personal day
11. **Article XXI, (Uniforms and Protective Clothing) Section 2:** Increase the \$175.00 to \$200.
12. **Article XXIV, (Wages and Pay Classification) Section 2a:** Increase State Certification Collection System License to \$250.00 per grade.
13. **Article XXIV, Section 2:** Employees will receive license incentives for those licenses required for their job. Will continue to discuss those licenses not required but reasonably related to position

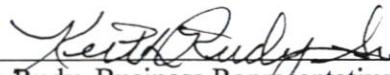
14. Contract Provisions

- 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 _____, 2019.

MVEA I

Eileen Donoghue, City Manager



Keith Rudy, Business Representative

Approved as to Form:

Bargaining Committee:

Christine P. O'Connor
City Solicitor

