

AGREEMENT
BETWEEN
CITY OF LOWELL ("THE CITY")
AND
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 888
("THE UNION")

PREAMBLE

The parties hereto recognize the special and unique circumstances involving regulation of the Utility by state and federal agencies, the establishment of the Utility as a separate City Department and the concurrent need of labor and management to work cooperatively to perform services at a high, cost-effective level so as to warrant the continued existence of the Utility as a public agency.

ARTICLE I

RECOGNITION - PERSONS COVERED BY THIS AGREEMENT

SECTION 1 - GENERAL:

A. The Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing salaries, wages, and other conditions of employment for all employees whose titles are listed in Section 2 of this Article, including permanent employees (defined as employees who have achieved permanent status under civil service law, including employees serving under a provisional promotion to a higher position) and including provisional employees and temporary employees from date of appointment, excluding all other employees.

SECTION

2 - UNIT DEFINITION

The bargaining unit covered by this Agreement shall consist of the following positions in the Wastewater and Water Utilities:

WW Operations Superintendent
WW Chief Engineer
WW Maintenance Superintendent
WW Senior Treatment Chemist
WW Office Manager
Water Plant Manager
Water Operations Superintendent/Safety
Superintendent of Distribution-Water
Superintendent of Maintenance – Water

Engineering Supervisor

SECTION 3 - FEDERAL PROGRAMS

Employees in bargaining unit positions under federal employment programs such as under the former Comprehensive Employment Training Act (C.E.T.A.) are included within the bargaining unit and are considered "employees" within the meaning of this Agreement. As such, said employees are entitled to the same benefits and incur the same obligations as regular employees as may be provided by any such federal law.

SECTION 4 - OTHER UNIONS OR GROUPS

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any group or individual for the purpose of undermining the Union or changing any condition of this Agreement.

ARTICLE II
DEFINITION

SECTION 1 - DEFINITION

Wherever the term "emergency" is used in this Agreement, it shall mean any emergency as determined by the department head or person in higher authority or any extraordinary workload situation as determined by the department head or person in higher authority.

SECTION 2 - UTILITY

Whenever the word "utility" is used herein, it shall mean the water utility and the wastewater utility unless otherwise specifically provided.

SECTION 3 - GRIEVANCE

The Union reserves the right to resort to the grievance procedure if it does not agree to what constitutes an emergency.

ARTICLE III
UNION SECURITY

SECTION 1 - AUTHORIZATION

During the life of this Agreement, and in accordance with the terms of the form of Authorization for payroll deductions of Union Dues or Agency Service Fee, hereinafter set forth, the Employer agrees to deduct Union Membership Dues or Agency Fee levied by the Union from the pay of each Employee who executes, or has executed, such from and remit the aggregate amount to the Treasurer of the Union along

(STRIKE OUT WHICHEVER IS NOT APPLICABLE)

These deductions may be terminated by me giving you sixty (60) days written notice, in advance, or upon termination of my employment.

Employee's Signature

Employee's Address

ARTICLE IV NONDISCRIMINATION

The Employer and the Union agree that neither the Employer nor the Union, nor any representatives thereof, will discriminate in any way against employees covered by this Agreement on account of membership or non-membership in the Union or for adherence to the provisions of this Agreement. Employees shall be expected to work now, grieve later.

ARTICLE V MANAGEMENT RIGHTS OF EMPLOYER

The Employer shall not be deemed to be limited in any way by this Agreement in the performance of the regular and customary functions of municipal management, and reserves and retains all powers, authority and prerogatives including, but not limited to: the right to manage the affairs of the City and the Water and Wastewater Utilities, and to maintain and improve the efficiency of operation; to determine the methods, means, processes and personnel by which operations are to be conducted; to determine the size of and direct the activities of the working force; to determine the schedule and hours of duty and the assignment of employees to shifts subject to Article XI; to assign work, to determine the work tasks, classification and standards of productivity and performance, and to evaluate employees with regard thereto; to hire, promote, assign, and transfer employees; to discipline, suspend, demote and discharge employees for just cause; to undertake experimental programs not inconsistent with statute or ordinance, subject to collective bargaining requirements where applicable; to engage persons outside the bargaining unit to perform bargaining unit work and otherwise to contract out such work, subject to Article XXX, Section 6; and to issue reasonable rules and regulations governing the conduct of each department, provided that such rules and regulations are not inconsistent with the express provisions of this Agreement.

ARTICLE VI
GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 1 - MATTERS COVERED

As provided in Massachusetts General Laws, Chapter 150E, Section 8, the grievance procedure hereinafter set forth shall only be involved in the event of any dispute concerning the interpretation or application of this collective bargaining agreement. No other matters shall be the subject of the grievance procedure.

Where a grievance, as defined in Section 1 hereof, involves suspension, dismissal, removal or termination it shall be processed beginning at the second (2nd) step. If the case reaches arbitration, the arbitrator shall have the power to suggest a resolution of the grievance up to and including restoration to the job with all compensation and privileges that would have been due the employee.

As provided in G.L. c.150E, s.8, in case of suspension or dismissal of an employee with more than ninety (90) days of service, if such employee elects, grievance arbitration shall be the exclusive procedure, and accordingly, an employee shall not have recourse to the Civil Service Commission, Retirement Board, or any other administrative procedure precluded by the election of grievance arbitration under section 8. Any matter not involving suspension or dismissal which is subject to the exclusive jurisdiction of the Civil Service Commission or any Retirement Board established by law shall not be a subject of grievance or arbitration hereunder.

SECTION 2 - WRITTEN SUBMISSION OF GRIEVANCE

Written submissions of grievances covered by the preceding steps shall be in not less than triplicate, on specified forms, a sample of which is hereto annexed marked "A", and shall be signed by the representative of the Union filing the grievance. If a grievance is adjusted at any step of the grievance procedure, the adjustment shall be noted on the grievance form and shall be signed by Employer's representative and the Union representative reaching the adjustment.

At any step of the grievance procedure where no adjustment is reached, the grievance form shall bear a notation that the grievance is unsettled, shall be signed by the Employer's representative and the Union representative then handling the grievance, and shall be referred to the next step in the grievance procedure as provided herein.

SECTION 3 - STEPS IN GRIEVANCE PROCEDURE

Grievances shall be processed as follows:

Step 1. The Union Steward, and/or representative, with or without the aggrieved employee, shall take up the grievance or dispute in writing with the employee's immediate supervisor outside of the bargaining unit within five (5) working days of the date of the grievance or his/her knowledge of its

occurrence. The Supervisor shall attempt to adjust the matter informally and shall respond to the steward within three (3) working days.

Step 2. If the grievance has not been settled, it shall be presented in writing to the Executive Director, within three (3) working days after the supervisor's response is due. The Executive Director shall meet with the Business Agent of the Union to discuss the grievance. The Executive Director shall respond to the Business Agent in writing within three (3) working days.

Step 3. If the grievance still remains unadjusted it may be presented to the City Manager or his/her designee in writing within five (5) working days after the response of the Executive Director is due. The City Manager or his/her designee shall respond to the Union in writing within ten (10) working days after receipt of the grievance.

Step 4. If the grievance is still unsettled, either party may, within fifteen (15) days after the reply of the City Manager is due, by written notice to each other, request arbitration.

The arbitration proceedings shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) days after notice has been given.

If the parties fail to select an arbitrator, the Massachusetts Board of Conciliation and Arbitration shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the Employer and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name, the other party shall then strike one name. The process shall be repeated and the remaining person shall be the arbitrator. If the parties shall fail to select the arbitrator as herein provided within five (5) calendar days of receipt of the list, the American Arbitration Association shall appoint the arbitrator subject to the rules of the Association.

The arbitrator hereunder shall be without power to alter, amend, add to, or detract from the language of this Agreement. The decision of the arbitrator shall be final and binding upon the parties. The arbitrator shall submit in writing his/her finding of fact and decision within thirty (30) days after the conclusion of testimony and argument, or as soon as practicable thereafter. The arbitrator shall have no power to recommend any right or relief for any period of time prior to the effective date of this Agreement.

The expense for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. If either party desires verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator. Except as provided in Section 1, no individual employee or group of employees shall have the right to arbitrate a grievance with the City except with the agreement of the Union. A grievance shall be deemed waived unless it is submitted to arbitration within the time limits provided in this agreement, unless a mutual agreement to extend those limits is reached.

Except in case of an election under Section 8 of G.L. c.150E, no individual employee or group of employees shall have the right to arbitrate a grievance with the Employer except with the agreement of both the Union and the Employer. A grievance shall be deemed waived unless it is submitted to arbitration within the time limits provided in this Agreement.

SECTION 4:- The City agrees that the Union shall have the right to use the Lowell Regional Wastewater Facility provided that prior arrangements for such use are made with the Executive Director and provided further that such use will not interfere with the regular business of the City.

SECTION 5.- Up to three members of the Union's Negotiating Committee shall be granted reasonable leave periods from duty with no loss of pay or benefits for all meetings between the City and the Union that are held for the purpose of negotiating the terms of agreement provided that such meetings do not interfere with the business of the City. Any other requests for leave without loss of pay or benefits for union activities must be granted by the Department head.

ARTICLE VII NO STRIKE CLAUSE

No employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slowdown, or withholding of services. The Union agrees that neither it nor any of its officers or agents will call, institute, authorize, participate in, sanction or ratify any such strike, work stoppage, slowdown or withholding of services.

Should any employee or group of employees covered by this Agreement engage in any strike, work stoppage, slowdown, or withholding of services, the Union shall forthwith disavow any such strike, work stoppage, slowdown, or withholding of services and shall refuse to recognize any picket line established in connection therewith. Furthermore, at the request of the Employer the Union shall take all reasonable means to induce such employee or group of employees to terminate the strike, work stoppage, slowdown or withholding of services and to return to work forthwith.

In consideration of the performance by the Union of its obligations under the preceding two paragraphs, there shall be no liability on the part of the Union nor of its officers or agents for any damages resulting from the unauthorized breach of the agreements contained in this "no-strike" clause by individual members of the Union. Nothing in this section is intended to limit or waive any provision of Mass. General Laws Chapter 150E, regarding the subject matter of this section.

ARTICLE VIII
STABILITY OF AGREEMENT

No agreement, understanding, alteration or variation of the agreements, terms or provisions herein contained shall bind the parties hereto unless made and executed in writing by the parties hereto.

The failure of the Employer or the Union to insist, in any one or more incidents, upon performance of any of the terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Employer or of the Union to future performance of any such term or condition and the obligations of the Union and the Employer to such future performance shall continue in full force and effect.

ARTICLE IX
ADHERENCE TO CIVIL SERVICE

The Union reserves the right to represent any bargaining unit employee in any civil service proceeding.

ARTICLE X
SENIORITY

SECTION 1.- In regard to promotion, transfer, increase or decrease in the working force, and matters covered by civil service law or regulation, seniority of permanent civil service employees shall be determined by the provisions of Mass. General Laws, Chapter 31, section 33, as amended.

SECTION 2.- Except for purposes of promotion, transfer, increase or decrease in the working force, and matters covered by civil service law and regulation, the length of service of any permanent civil service employee in grade (as classified by Civil Service) within the Water and Wastewater Utilities shall determine the seniority of the employee. The Water and Wastewater Utilities seniority list shall be posted by the Employer.

SECTION 3.- An employee's seniority shall start from the day of assignment to that grade.

SECTION 4.- Where the qualifications and ability of the employee are relatively equal, the principle of seniority as defined in Section 2 hereof, shall govern and control in all cases of preference in filling shift vacancy, overtime rotation, holiday rotation, and vacation preference.

SECTION 5.- The Employer shall be the sole judge of qualifications and ability, provided that such judgment shall not be exercised arbitrarily or capriciously. Any dispute hereunder as to whether employer has acted arbitrarily or capriciously, shall be the subject of the grievance and arbitration procedure. The Employer agrees to make available to the Union upon request the names of the top three employees involved in the filling of a position and the name of the employee selected by the Employer for the position.

SECTION 6.- Concerning vacation preference, nothing herein shall limit the authority of the Executive Director as provided in General Laws, Chapter 41, Section 111, as amended.

ARTICLE XI
HOURS OF WORK - WORK WEEK

SECTION 1.- For employees covered by this agreement, except the Office Manager, the regular workweek shall be forty (40) hours. Said employees shall work a regular workday of eight (8) consecutive hours including a meal period not to exceed one (1) hour in length during said tour of eating while on the job. The regular workday for the office manager shall be seven (7) hours interrupted by an unpaid meal period, which shall be one hour.

SECTION 2.- Each employee shall be scheduled to work a shift with regular starting and quitting times. The regular starting time for the day shift shall not be earlier than 6:00 a.m. nor later than 10:00 a.m. The City reserves the right to change the shift starting and quitting times or to establish new shifts, or to transfer or reassign employees temporarily or permanently from one shift to another, provided that prior to implementing any such change, the City will meet with the Union and discuss said change, but the decision of the City shall be final as to whether or not to implement such change.

ARTICLE XII
OVERTIME

SECTION 1.- The City has the right to mandate overtime during emergencies and to require reasonable overtime in the absence of an emergency. The amount of reasonable overtime will be independently determined by the department head. Any overtime per week in excess of twelve (12) hours shall be without compensation in cash or time off.

SECTION 2.- Except as provided in Section 1, an employee covered by this Agreement who works more than eight (8) hours per day or more than forty (40) hours per week shall be paid overtime at one and one-half (1 1/2) times such employee's regular rate of pay.

SECTION 3.- Callback

Except as provided in Section 1, an employee called back to work on the same day after having completed his/her assigned work and left his/her place of employment and before his/her next regular scheduled starting time shall be paid time and one-half for all hours worked on recall with a minimum guaranty of four (4) hours at time and one-half; provided, such guaranty shall not apply when an employee is called in early and works continuously into his/her next scheduled shift starting time, in which case he will receive overtime pay at time and one-half only for the overtime actually worked.

SECTION 4.- Requiring Reasonable Overtime

The City has the right to require overtime during emergencies and to require reasonable overtime in the absence of an emergency. Unless an emergency prevents the City from doing so, the City will first seek qualified volunteers to perform the overtime. If there are insufficient qualified volunteers, overtime will be assigned by reverse seniority to qualified employees. Assigned overtime will be rotated equitably.

SECTION 5.- Compensatory Time Off

If the employee so chooses, in lieu of overtime, compensatory time may be taken. Each hour of compensatory time is worth 1.5 hours. An employee may accrue up to 40 hours and must have management approval, not only for the accrual, but also for the time off.

ARTICLE XIII
UNION OFFICERS AND STEWARDS

A written list of Union Officers and the Union Stewards shall be furnished by the Union to the Employer immediately after their election or designation, and the Union shall notify the Employer, in writing of any changes. This list shall not exceed one (1) Steward from all departments covered by this Agreement.

The Union Steward shall be granted reasonable time off during working hours to investigate and settle grievances, attend meeting of state and national bodies without loss of pay. The Union agrees that no more than one (1) Employee from the City of Lowell shall attend a meeting of state and national bodies without loss of pay. Grievances shall be investigated with a minimum loss of time off the job. In case of death of a current bargaining unit employee, one (1) member of the bargaining unit, as designated by the Union President, or his/her designee.

The above Stewards and Employees shall receive permission from the Executive Director, or his designee, for the time off referred to in the previous two (2) paragraphs. The Executive Director shall not unreasonably withhold such permission.

ARTICLE XIV
MEAL PERIODS

All employees shall be granted a meal period during each work shift. Whenever possible, the meal period shall be scheduled at the middle of the shift. The present system of furnishing meals to employees shall be continued during an emergency.

The Employer shall purchase such a meal whenever it is feasible because of the problem of restaurants not being open at late hours.

Whenever possible, the meal period shall be scheduled at the middle of the shift, except where staggering of meal period is necessary to provide continuity of staff.

ARTICLE XV
HOLIDAYS

The following days shall be considered to be paid holidays:

New Years Day	Independence Day
Martin Luther King's Day	Labor Day
Washington's Birthday	Columbus Day
Patriot's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Christmas Day	

Holiday pay shall be one full days pay at straight time rate. If a holiday occurs on a regular day off of an employee, he shall receive, in addition to his/her regular compensation, the holiday pay as above specified. Holiday pay does not include shift differential.

If a holiday occurs within an employee's vacation period, he shall receive an additional days vacation, with pay.

A holiday off shall be considered as hours worked for purposes of determining overtime during that payroll week in which holiday falls.

Employees working on the actual holiday of Saturday or Sunday will be paid holiday pay a straight time plus time and one half for hour worked. The Friday (for Saturday) or Monday (for Sunday) holiday for legal purposes, will be treated as a skeleton day. The skeleton crew will work the day at straight time and will be compensated eight (8) hours holiday pay at straight time. The majority of employees who work Monday through Friday day shift and are not 24 hour operations for manpower purposes, will have the Friday off before a holiday or the Monday off after the Holiday rather than an extra days pay. If an employee who is eligible for overtime pay works on a holiday that falls on a regular workday, he/she shall be paid time and one-half for such day and one additional day's pay at straight time.

ADP skeleton force time and/or any other days off not covered by this Agreement do not constitute past practice or guarantee for future grant of such time.

If an employee who is eligible for overtime pay works on a holiday which falls on a regular work day, he shall be paid time and one-half for such day, and one additional days pay at straight time, provided, the City may elect to substitute a compensatory day off at straight time in lieu of such additional days pay. In such event, the day off shall be scheduled at the mutual convenience of the employee and the Employer within thirty (30) days after the holiday.

To be eligible for holiday pay, any employee shall have worked on the scheduled workday preceding the holiday and have worked on the scheduled workday following the holiday unless on paid authorized leave. Employees on Worker's Compensation shall be compensated in accordance with Workers' Compensation Act 152 as amended and shall not be eligible for additional days pay.

ARTICLE XVI
VACATIONS

Every person covered by this Agreement shall be granted a vacation of not less than two (2) weeks, without loss of pay, in each calendar year if he has actually worked for the Employer for thirty (30) weeks in the aggregate during the twelve (12) months preceding the first day of June in each year.

Every person covered by this Agreement who has worked for the Employer not less than five (5) years, shall be granted an annual vacation of three (3) weeks, without loss of pay and any such employee who has worked for the Employer for ten (10) years or more, but less than fifteen (15) years, shall be granted an annual vacation of four (4) weeks, without loss of pay.

Any employee covered by this Agreement who has worked for the Employer for fifteen (15) years or more, shall be granted an annual vacation of five (5) weeks without loss of pay.

In addition, the following accrual schedule shall apply:

Fifteen (15) years	Five weeks
Sixteen (16) years	Five weeks plus one (1) day
Seventeen (17) years	Five weeks plus two (2) days
Eighteen (18) years	Five weeks plus three (3) days
Nineteen (19) years	Five weeks plus four (4) days
Twenty (20) years	Six (6) weeks

Vacation shall be granted by the Executive Director at such time as, in his/her opinion, will cause the least interference with the performance of the regular work of the Employer. Annual vacation posting sign up shall be a guide to vacation scheduling by the Employer.

The rate of pay which an employee shall receive for vacation shall be the base rate of pay for the grade of position in which said employee is working on his/her last work day prior to the commencement of his/her vacation.

Employees shall accrue sick, vacation and personal time on January 1st of each year.

In accordance with the provisions of General Laws, Chapter 41, Section 111E, as amended, whenever the employment of any eligible employee is terminated during a year by dismissal through no fault or delinquency on his/her part, or by resignation, retirement or death, without his/her having been granted the vacation to which he is entitled, he, or in the case of his/her death, his/her estate, shall be paid

at the regular rate of compensation payable to him at the termination of his/her employment, an amount in lieu of such vacation, provided that no monetary or other allowance has already been made therefore. If termination is due to death, payments hereunder shall be made in accordance with General Laws, Chapter 41, Section 111-1, as amended, where applicable.

Vacation benefits provided in this Article are hereby extended to include provisional employees covered by this Agreement.

For purposes of computing the number of weeks of vacation eligibility, prior service under the Federal EEA and CETA Programs for the City of Lowell shall be counted in ascertaining aggregate years of service under Massachusetts General Laws, Chapter 41, Section 111G 1/2.

Employees shall be allowed vacation carryover from year to year in accordance with the following:

<u>Vacation Eligibility</u>	<u>Aggregate Maximum Carryover</u>
2 weeks	5 days
3 weeks	10 days
4 weeks	15 days
5 weeks	20 days

ARTICLE XVII SICK LEAVE

SECTION 1.- GENERAL

As provided by Massachusetts General Laws, Chapter 41, Section 111B, as amended, and by the Sick Leave Ordinance of the Code of the City of Lowell, each employee regularly employed, when entitled thereto, shall be granted leave with pay on account of illness or injury, whether or not received in the line of duty, for which he does not receive compensation or other benefits from the Employer, for not more than fifteen (15) working days per annum.

All employees shall accrue sick leave at twelve (12) days per year...Members will accrue one (1) sick day per month.

Sick leave shall be cumulative, but not in excess of a maximum of two hundred thirty (230) working days. Effective November 12, 1989, the maximum accumulation shall be increased to two hundred sixty (260) days, except that the maximum accumulation shall remain at two hundred thirty (230) working days for the purpose of payments under Section 2 of this Article.

Nothing in the preceding paragraphs regarding sick leave benefits shall be deemed to waive any of the provisions of said Sick Leave Ordinance set forth in the Code of the City of Lowell.

The rate of pay which an employee shall receive sick leave shall be at the base rate of pay for the grade of the position in which said employee is working on his/her last working day prior to the commencement of his/her sick leave.

SECTION 2.- Upon Death or Retirement

Upon death or retirement of an employee, the Employer shall pay for unused accumulated sick leave on a 40% ration that is 40% of the basic salary for each day of authorized accumulated sick leave up to a maximum of \$20,000. No such payment shall be made upon termination of employment for any other reasons. Payment made here under concerning a deceased employee shall be made in accordance with Mass. General Law, Chapter 41, Section 111-1, as amended.

SECTION 3.-

The Employer reserves its right to continue sick leave use counseling sessions with individual employees concerning their use of sick leave and the Union shall be given notice thereof and the opportunity to attend. Department Head and Human Relations shall utilize past practice of both individual employee and City at large when analyzing whether an employee has abused their right to sick leave.

SECTION 4.- Family Leave

The Employer and the Union agree to accept and abide by the provisions of the Federal Family Leave Legislation, as amended.

ARTICLE XVIII
FUNERAL LEAVE

As provided by the Sick Leave Ordinance of the City of Lowell, most recently amended, funeral leave shall be granted to employees who are entitled thereto, 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. These three (3) days shall not in any case extend beyond the day of the funeral, except where the funeral is conducted out of the City, in which case the Executive Director is authorized to grant reasonable additional time.

In the case of the death of a brother or sister of an employee's husband or wife, one (1) days leave of absence, with pay, shall be allowed if requested, but it shall be charged against his/her or her sick leave benefits. The leave of absence referred to within shall not apply if such death or funeral occurs while the employee is receiving Worker's Compensation.

Immediate family of the employee includes: spouse, mother, father, brother, sister, child, mother-in-law and father-in-law.

The rate of pay which an employee shall receive for funeral leave shall be the base rate of pay for the grade of the position in which said employee is working on his/her last working day prior to the commencement of his/her funeral leave.

ARTICLE XIX PERSONAL LEAVE

Personal days will be capped at three (3) per year, of which the first three will not be charged against sick leave.. Employees shall accrue sick, vacation and personal time on January 1st of each year.

Employees may carry forward no more than one year's worth of personal leave.

Personal leave may be granted by the Executive Director, or his designee for urgent personal or family business, which cannot be transacted outside of the employee's regular work schedule. Five (5) days advance notice is required unless a personal emergency prevents such notice from being given. Personal leave shall not count as time worked for the purpose of computing overtime and shall not be accumulated.

Employees shall be entitled to a fourth personal day to be used on the day after Thanksgiving, so long as the employees' location and operation are closed. In the event that they are not, such employees shall be entitled to a floating personal day.

ARTICLE XX JURY PAY

The Employer agrees to make up the difference in an employee's wages between a normal week's wage and compensation received for jury duty.

This shall be accomplished in accordance with the present practice of having the employee pay over to the Employer his/her jury pay in full, exclusive of any travel or other allowance and, in turn, the Employer will pay to the employee his/her regular weekly wages.

The rate of pay, which an employee shall receive hereunder while on jury duty, shall be the base rate of pay for the grade of the position in which he is working on his/her last workday prior to the commencement of jury duty.

This Article shall be interpreted consistent with Mass. General Laws, Chapter 234A, but the provisions of this Article shall govern the amount of pay received while on jury duty for more than three (3) days.

ARTICLE XXI HEALTH AND INSURANCE PLAN

The Employer shall provide health and life insurance for employees and dependents according to Mass. General Laws, Chapter 32B, as amended, to the extent that the applicable sections of said chapter

have been duly accepted by the City of Lowell as therein provided, and to the extent that each employee and his/her dependents are otherwise individually eligible therefore. It is agreed that the Employer shall pay seventy-five (75%) percent of the cost of the health insurance plan and the employee shall pay twenty-five (25%) percent of the cost thereof.

The City will offer an HMO, PPO or other managed care for health, dental, and/or other health packages which are more user friendly (routine physicals, eye exams, etc.). This is to be offered in conjunction with current plans. The employee shall have the option of either an indemnity plan or other health insurance plans which are offered. The union agrees not to grieve such offering.

The Union agrees that the City will offer to the Union's membership the option of "Blue Care Elect Preferred," more commonly known as a PPO.

It is further agreed that the Employer shall pay seventy-five (75%) percent of the cost of the basic life insurance plan (\$2,000.00) and the employee shall pay twenty-five (25%) percent of the cost thereof.

It is further agreed that the Employer shall pay seventy-five (75%) percent of the cost of the dental plan in force for all City employees and the employee shall pay twenty-five (25%) of the cost thereof.

Effective July 1, 2004, the Employer and Employee agree to continue ongoing discussion regarding the availability of the HMO, and/or PPO, but not the Master Medical Plan for new hires. This may be agreed upon at a future date through a side letter of agreement.

ARTICLE XXII EQUIPMENT

The Employer agrees to provide all material and equipment required to perform the duties assigned to the Employees covered by this Agreement.

The Employee shall be responsible for all materials and equipment that are assigned to his/her custody.

ARTICLE XXIII MILITARY LEAVE

Military Leave shall be governed by Mass. General Laws Ch. 33, Sections 59 and 59A, as amended.

ARTICLE XXIV WAGES AND PAY CLASSIFICATION

SECTION 1.

All percentage increases to members' base salaries shall be reflected in the City's salary grid.

SECTION 2: There shall be a five (5) step wage schedule for this union. The fourth step will have a differential of 2.5% above step 3. The movement from step 3 to step 4 would be predicated upon “above average” or “outstanding performance” evaluation of an employee. Employees must be at step 3 in order to advance to step 4. It is understood that “above average” and “outstanding performance” evaluations would be sufficient to receive the increase provided.

There shall be an additional 2.5% step five (5) available for performance review of satisfactory or above.

The weekly salary schedules and steps listed in this Section 2, do not include the license grade incentive pay, provided for in this agreement under Article XXX, Section 13, subsection B1, and B2.

SECTION 3:- The City is desirous of obtaining an ISO, 14000 designation. The City will pay \$1,000.00 annually if this department maintains that designation.

SECTION 4: If the lab at the WWTP receives a Grade 2 certification by New England Wastewater Environmental Association (NEWEA) and such certification is maintained for the lab, the Lab Director shall be eligible for \$200 increase in base.

SECTION 5: The Senior Treatment Chemist shall be eligible for incentive pay if she/he obtains certification as a Certified Laboratory Technician and shall be paid equal to Grade 1 for Laboratory Certification Grade 1; Grade 2 for Laboratory Certification Gr. 2; and so on, under the License Incentive pay program.

SECTION 6: the salary for the position of Engineering Supervisor is hereby adjusted to reflect the same pay scale as the WW Operations Superintendent, Chief Engineer, and Maintenance Superintendent.

ARTICLE XXV NIGHT SHIFT DIFFERENTIAL

The provisions of this Article cover all bargaining unit personnel. In the event the Utility establishes a night shift, night shift differential for all employees shall be five percent (5%) of base pay. Night shift differential shall be paid for all hours worked on a regularly assigned shift between 4:00 p.m. and 8:00 a.m.; provided, employees regularly assigned to 12 hour shifts shall receive shift differential for all such hours worked.

Shift differential pay is a premium paid to employees who work a full 2nd or 3rd shift for work actually performed on said shift. Shift differential pay is not part of holiday pay, vacation pay or sick pay.

If an employee who regularly works the 2nd or 3rd shift works his/her full 2nd or 3rd shift on a given day and also works overtime on the day shift on said day, he shall receive his/her shift differential pay for his/her work on the 2nd or 3rd shift, plus overtime (at time and one-half regular base rate) for his/her extra work on the day shift.

If a holiday off falls during the regular work week (e.g. Thursday) and if because of said holiday off, extra work requires 2nd or 3rd shift personnel to work on the following Saturday, then those employees who regularly work a 2nd or 3rd shift during said week and who work on that Saturday shall receive 2nd or 3rd shift differential for their 2nd or 3rd shift work on that Saturday, even though such Saturday is overtime work at time and one-half base pay rate.

ARTICLE XXVI LONGEVITY FREEZE

Notwithstanding any contrary provisions of this Agreement there shall be a freeze, effective July 1, 1988 and for all subsequent fiscal years thereafter, in the amount of longevity payments made to all employees covered by this Agreement. Such freeze means that the amount of longevity payments made to each employee after July 1, 1988 shall be the same amount as paid to said employee during the previous fiscal year. So as not to penalize employees who receive their longevity payments in June of 1988, as compared to those employees who received their payment in December of 1987, the same computation of longevity entitlements shall be used for both categories of employees. Longevity payments for the June 1988 recipients are based on salary amount in effect prior to any raise granted under this Agreement. New employees hired on or after January 1, 1988 shall not be entitled to receive any longevity benefits whatsoever.

Annual longevity payments for those employees whose eligibility anniversary dates fall between July 1st and December 31st shall continue to be made on the second payday of the month of December, and for those employee whose eligibility anniversary dates fall between January 1st and June 30th shall continue to be made on the second payday of the month of June. If an employee retires or terminates employment without fault between payment dates, payment shall be made pro rata for any unpaid longevity due from last service anniversary date to the date of retirement or termination without fault.

Any leave of absence which is granted or approved after the effective date of this Agreement shall not constitute an interruption of service for purpose of computing time in service, which is frozen under this longevity article.

ARTICLE XXVII TRAVEL REIMBURSEMENT/TRAVEL

SECTION 1. -Any Employee who currently is eligible to receive a monthly travel allowance will have seventy-five percent (75%) of this travel allowance rolled into the base pay effective upon contract signing (9/1/97).

SECTION 2. –All employees in this union who is requested to use and who actually does use his/her own motor vehicle in the performance of his/her duties and who is authorized to do so from their department head or person in higher authority, shall be reimbursed for such use at the per mile rate established by IRS regulations. Employees shall submit odometer readings for each day employee’s vehicle is utilized in the performance of his/her duties. It shall be paid monthly.

SECTION 3: All employees (qualified licensed drivers) may be required to operate a City vehicle if requested by department head or designee.

SECTION 4. – The Union agrees that drug and alcohol testing may be done on anyone in this union who is using a city vehicle. The employees in this union agree to follow the Department of Transportation Drug Testing Act.

ARTICLE XXVIII UNIFORMS AND PROTECTIVE CLOTHING

SECTION 1.- If any employee is required to wear a uniform, protective clothing, or any type of protective device as a condition of employment, such uniform, protective clothing or protective device shall be furnished to the employee by the Employer. The cost of maintaining the uniform or protective clothing (furnished by the Employer) in proper working condition (including tailoring, dry cleaning and laundering) shall be paid by the Employer.

SECTION 2 one (1) pair of work boots per year will be paid one hundred percent (100%) by the Employer up to maximum of \$175.00 per person per year.

SECTION 3.- Failure of an employee to wear required protective clothing or safety gear shall be cause for disciplinary action. Supervisors will be responsible for making sure that employees under their supervision and sight comply with this requirement.

SECTION 4.- the Plant Chemist shall receive a clothing allowance of \$300.00 per fiscal year to be paid the first week of December each year.

ARTICLE XXIX EDUCATIONAL BENEFITS

Section 1:-

The parties agree that it shall be a management decision and prerogative relative to attendance by employees at job-related seminars and courses. The Employer shall select what seminars or courses, if any, and what Employees, if any, shall attend. Cost of such seminars and courses shall be paid by the Employer for those selected to attend.

Section 2:-

Employees shall attend all job related, benefits related, or legislatively required training, workshops, conferences etc. sponsored by the City of Lowell and which have been designated as mandatory.

ARTICLE XXX
MISCELLANEOUS PROVISIONS

SECTION 1.- BULLETIN BOARD

Announcements shall be posted in conspicuous places where employees enter or leave the premises. Parties to this Agreement, both of whom may use the Bulletin Boards for notices of routine nature, agree that it would be improper to post denunciatory or inflammatory written material on such bulletin boards. No personal or political notices allowable.

SECTION 2.- Should any provision of this Agreement be found to be in violation of any Federal or State Law, Civil Service Rule, Lowell City Ordinance, or the Code of the City of Lowell, by a Court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

If there is a conflict between matters covered by this Agreement and any municipal personnel ordinance, rules or regulations or certain General Laws specified in Chapter 150E, Section 7, the terms of this Agreement shall prevail.

SECTION 3.- NO DISCRIMINATION

The parties to this Agreement agree that they shall not discriminate against any person because of race, creed, color, sex, or age, and that such persons shall receive the full protection of this Agreement. The Union and the Employer shall each effectuate an affirmative action plan to ensure compliance with this section.

SECTION 4.- ACCESS TO PREMISES

The Employer agrees to permit bargaining representatives to enter the premises at any time, after prior written notice given to the Employer, for individual discussion of working conditions with employees, provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to the Employee.

SECTION 5.-

In the event a permanent Employee, physically capable, reports to his/her place of work at his/her regularly scheduled time and is sent home for lack of work, he shall be paid for a full day at the rate to which he would be entitled for his shift.

SECTION 6. -

In the event the City decides to contract out all bargaining unit work at the Utility, with all such work to be performed by employees of a private contractor and not by City employees, the City shall not be required to bargain over that decision. However, the City shall require the private contractor to consider all qualified bargaining unit employees to fill its staffing needs and, at the Union's request, to engage in other aspects of impact bargaining.

If the city shall contract out a part of the bargaining unit work being performed at the Utility, and such contracting out is expected to result in the subsequent layoff of a permanent employee who performs the function that is contracted out, the City will not be obligated to bargain over the contracting out decision, but will give the Union at least thirty (30) days notice in advance of such layoff and will engage in the full range of impact bargaining as may be requested by the Union.

The City will try to avoid any layoffs which may result from contracting out, by matching worker skills and qualifications with available, comparable positions in City service, by notifying such workers of available retraining programs, and by sponsoring an appropriate job fair.

SECTION 7.-

The Union agrees that the City may issue payroll checks once every two weeks. All members shall receive their paychecks by direct deposit.

SECTION 8.-

The Employer may require, at its expense, a physical examination by the City Physician or other doctor, or an evaluation by a qualified mental health professional. The employees agree to submit to such an examination if the Employer gives the employee forty-eight (48) hours notice of said examination and evaluation.

SECTION 9.-

The parties have agreed with respect to the implementation of a procedure for the institution of disciplinary proceedings and reports by supervisors and foremen.

SECTION 10.-

, in each fiscal year the amount of two hundred dollars (\$200.00) per incident shall be available to reimburse for broken eyeglasses or hearing aids, lost contact lenses, (but not damaged or lost clothing, watches, jewelry, etc.) to the extent not reimbursed by insurance, which are broken or damaged in the course of employment. There shall be reimbursement for only one incident per person per year.=

SECTION 11.-

The City retains the right to hire above the minimum step for any position. An employee in the same position with equivalent or superior experience and qualifications, but working in a lower step than the new hire, will be brought up to the same step.

SECTION 12.-

On promotion, an employee will be paid at next higher rate that produces an increase not less than ten dollars (\$10) per week.

SECTION 13.- INCENTIVE PROGRAMS

A. Annual Sick Leave Buyback

Effective for Fiscal Year 2001, at the employee's option, he/she may sell back to the City up to five days per year of sick leave, provided he/she has used no more than five (5) days in the previous year (sick or personal) and has increased his/her accumulation by at least five days. Effective July 1, 2000, for employees to be eligible for the sick leave buy-back, he/she must have accumulated thirty (30) days sick leave. Effective July 1, 2002, in order to be eligible for the sick leave buy-back, he/she must have accumulated forty (40) days sick leave. Effective July 1, 2003, in order to be eligible for the sick leave buy-back, he/she must have accumulated fifty (50) days sick leave. Payment shall be in July of the following fiscal year.

New members to SEIU shall no longer be eligible for a buy back of a percentage of their accumulated sick leave. Moreover, new members of SEIU shall no longer be eligible for a yearly buy back of 5 sick days per year. This provision shall not, however, apply to existing employees of another bargaining unit or ordinance employee, who were otherwise eligible for sick leave buy back prior to joining SEIU.

Current members agree to freeze their sick leave amounts as of January 1, 2014. Pursuant to the "freeze", members shall be eligible to buy back 10 days, in addition to the current 5 day buy back allowance. To be eligible a member must have 75 sick days. The buy back of 10 additional days will be capped at \$20,000.00. Once the cap is reached, the member will no longer be entitled to the additional 10 day buy back, nor will the member be entitled to any further sick leave buy back upon retirement or death. This provision shall not prevent the member from continuing to accumulate sick leave.

B. License Grade Incentive Pay

1. The City will pay an annual license incentive for Grades 1 through 7 of the Wastewater Operator's license, as follows:

Grade 1	\$ 250.
Grade 2	\$ 500.
Grade 3	\$ 750.
Grade 4	\$1000.
Grade 5	\$1250.

Grade 6	\$1500.
Grade 7	\$1750.

2. Maintenance of license level is a condition for continuing to receive incentive pay hereunder at any level for which pay is provided.

3. License Incentive Pay shall be treated as part of base pay for all purposes.

4. The City will pay an annual license incentive to the Wastewater Chief Engineer who hold a P.E. rating, (that is a Registered Professional Engineer in the Commonwealth of Massachusetts), which is maintained during his/her employment with the City will receive a license incentive equivalent to a Grade 7.

5. The City will pay an annual license incentive to the Water Operations Superintendent/Safety per the following schedule for the required licenses:

Grade 1 \$350.

Grade 2 \$750.

Grade 3 \$1250.

Grade 4 \$1950.

The positions of Superintendent of Distribution-Water, and Superintendent of Maintenance-Water, are included in the above (B6) license incentive program.

6. The aggregate annual license incentive pay for any person shall not exceed two thousand three hundred (\$2,300.00) dollars.

7. Any personnel covered by this bargaining unit who has an EIT Certificate (Engineer in Training) will receive a Stipend of \$600.00 per year.

8. Superintendent of Maintenance – WWTP eligible for \$320 incentive for maintaining valid CDL and \$320 incentive for maintaining valid Hoisting License.

9. Water Superintendent of Maintenance and Water Superintendent of Distribution eligible for \$320 incentive for maintaining valid CDL.

SECTION 14: The following have been incorporated into the contract: Sexual Harassment Prevention Policy, Domestic Violence in Workplace Policy, Small Necessities Act, and Early Intervention Program.

SECTION 15: The City will reimburse employees the cost of renewing their Commercial Driver's License for employees who are required to maintain such in the regular course of their job duties for the City.

SECTION 16: Operations Superintendent at Wastewater Utility will be provided with a cell phone by the City. The phone will be used for city business purposes only.

SECTION 17: Employees who have had a break in service from the City, upon their return to employment and after having completed one year of employment, shall be credited with their prior service within the City for vacation purposes only.

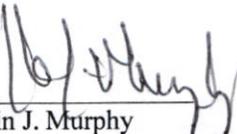
ARTICLE XXXI
TERMINATION AND RENEWAL

Except as may be otherwise specifically provided in this Agreement, this Agreement shall remain in full force and effect until _____ and shall then and thereafter renew itself from year to year unless either party thereto gives written notice to the other party, not less than sixty (60) days prior to the first three (3) year expiration date, or prior to the expiration of any year period thereafter as a desire to change, amend the term and conditions of, or to terminate this Agreement.

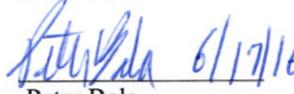
Consolidated Contract: This contract faithfully represents the efforts of all previous collected bargaining agreements and any and all subsequently negotiated amendments and memorandums of agreements. As such, this contract will be the sole document referred to in future negotiations between the City and the collected bargaining unit.

This agreement dated and executed on June 30, 2016.

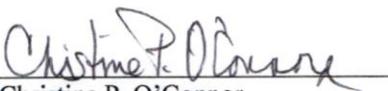
City of Lowell

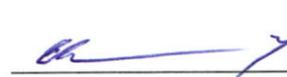

Kevin J. Murphy
City Manager

Service Employees
International Union
Local 888

 6/17/16
Peter Bala
Bargaining Representative

Approved as to Form:


Christine P. O'Connor
City Solicitor

 6/17/16
AARON FOX

BARGAINING COMMITTEE

**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

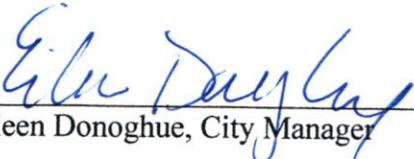
Add Wastewater Collections License and Water Distribution License at \$250 per grade
Increase EIT Certification to \$1,000

6. Contract Provisions

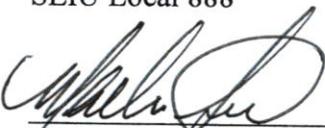
a. All provisions of this Memorandum of Understanding shall be incorporated into a comprehensive integrated Collective Bargaining Agreement, which shall contain all provisions of prior contracts and amendments thereto, except as such are changed by this Memorandum of Understanding.

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 16th day of October, 2018.

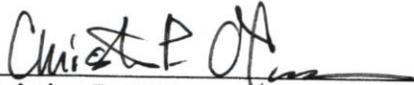


Eileen Donoghue, City Manager

SEIU Local 888


Madeline Soto, Representative

Approved as to Form:



Christine P. O'Connor
City Solicitor

Bargaining Committee:



Aaron Fox
9/27/18

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.

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".

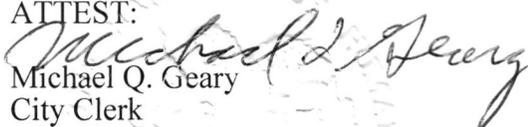
BE IT VOTED BY THE CITY COUNCIL OF THE CITY OF LOWELL, as follows:

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.

In City Council October 16, 2018, Read twice and adopted on roll call vote 8 yeas, 1 absent (C. Leahy). So Voted./s/Angela Gitschier, Asst. City Clerk

Approved by City Manager Eileen M. Donoghue October 17, 2018.

A true copy
ATTEST:


Michael Q. Geary
City Clerk

V:collectivebargainingwaterwastwaterseiu888

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF LOWELL AND
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 888**

**RE: COLLECTIVE BARGAINING AGREEMENT
FOR JULY 1, 2021 – JUNE 30, 2024**

The City of Lowell (“the City”) and the Service Employees International Union, Local 888 (“the Union”), hereby agree to the following terms and conditions of this Memorandum of Understanding:

1. Salary:

- a. Year 1 (July 1, 2021 – June 30, 2022)
 - i. There shall be a 2.5% increase in salary for all employees in the Union, effective on the first day (July 1, 2021) for the fiscal year July 1, 2021 to June 30, 2022. Employees in the Union shall receive retroactive pay back to July 1, 2021.
- b. Year 2 (July 1, 2022 – June 30, 2023)
 - i. There shall be a 2.5% increase in salary for all employees in the union effective on the first day (July 1, 2022) for the fiscal year July 1, 2022 to June 30, 2023.
- c. Year 3 (July 1, 2023 – June 30, 2024)
 - i. There shall be a 2.5% increase in salary for all employees in the union effective on the first day (July 1, 2023) for the fiscal year July 1, 2023 to June 30, 2024.

2. Juneteenth:

- a. The City and Union agree to add June 19th (Juneteenth) to the list of paid holidays.
- b. The City and Union agree to add the following language to Holiday Article: In addition to the enumerated holidays above, this Article will also apply to any legal holidays created by the State’s General Court.

3. Step Changes:

- a. For the SEIU positions not listed in part b., the City will introduce two new steps on July 1, 2022. Step 6 will be 2.5% more than Step 5 and Step 7 will be 2.5% more than Step 6. The movement from Step 5 to Step 6 and Step 6 to Step 7 would be predicated upon an “above average” or “outstanding performance” evaluation of an employee. Employees must be on Step 5 in order to advance to Step 6 and on Step 6 to advance to Step 7. [Salary grids PG1, PG2, PG3, PG4 (Water), and PG7.]

- b. For the positions of Wastewater Office Manager and Wastewater Laboratory Director (Chemist), the City will eliminate Step 1 of the current salary scale and add an additional 2.5% step to the end of the scale moving the current employees on Step 5 to the new Step 5 effective on July 1, 2022. The merit based step advance will still apply for employees seeking to move from Step 4 to Step 5. [Salary grids PG5 (Chemist) and PG6 (Office Manager).]

4. **Incentive Program:**

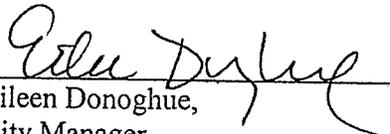
- a. The City and Union agree to increase the incentive cap to \$3,000.
- b. The City and Union agree to exempt Grade 7 of the Wastewater Operator's License and Grade 4 of the required Water licenses from the incentive cap. If an employee has more than one exempted license the license with the highest incentive will be exempted from the cap.

5. **Contract Provisions**

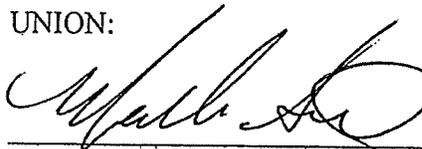
- a. All provisions of this Memorandum of Understanding shall be incorporated into a comprehensive integrated Collective Bargaining Agreement, which shall contain all provisions of prior contracts and amendments thereto, except as such are changed by this Memorandum of Understanding.
- b. Except as modified herein, all provisions of the present existing Collective Bargaining Agreement integrated contract remain in full force and effect.

Witness our hands and seals this 12 day of OCTOBER, 2021.

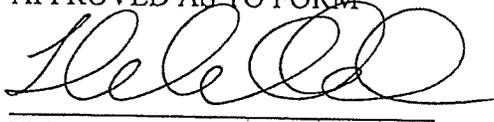
CITY OF LOWELL


Eileen Donoghue,
City Manager

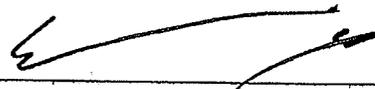
UNION:


Union Representative

APPROVED AS TO FORM


Helen Anderson,
Assistant City Solicitor

EMPLOYEE:




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, 2021 through June 30, 2024.

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, 2021 through June 30, 2024 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, 2021 through June 30, 2024, the terms of which are outlined in the attached "Memorandum of Understanding", and further authorize the expenditure of funds for this Agreement.

In City Council October 5, 2021, Read twice and adopted on roll call vote 9 yeas. So Voted./s/Michael Q. Geary, City Clerk

Approved by City Manager Eileen M. Donoghue October 6, 2021.

A true copy

ATTEST:



Michael Q. Geary

City Clerk

VotesContractsCollectiveBargainingWaterWastewaterSEIU888

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF LOWELL AND
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 888**

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

The City of Lowell ("City") and the Service Employees International Union, Local 888 ("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.

In the event that another bargaining unit receives a wage increase greater than the 4-3-2% for the years 2024-2027, the Union shall be allowed to reopen negotiations for the years 2024-2027. In no event shall any reopened negotiations result in an increase greater than the increase that caused negotiations to be reopened.

- 2. Arbitration:** Substitute the American Arbitration Association for the Department of Labor Relations as the venue for arbitration.
- 3. Flex Time:** 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.
- 4. Add new section to Article XXX, Miscellaneous Provisions:**

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 significantly 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.

5. Regarding the Union's CBA, the City and Union agree to collaborate to: (1) format and clean up old and/or outdated language; (2) include salary grids as an Appendix; (3) include the performance evaluation form as an Appendix; and (4) include the Sexual Harassment Prevention Policy, Domestic Violence in the Workplace Policy, Small Necessities Act, and Early Intervention Program as an Appendix.

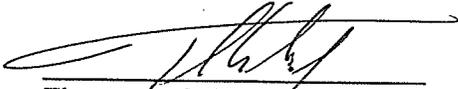
6. Contract Provisions

- 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.

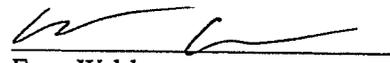
Witness our hands and seals this _____ day of _____, 2024.

CITY OF LOWELL

SEIU, LOCAL 888

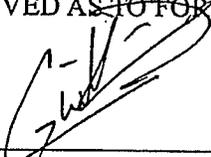


Thomas A. Golden, Jr.
City Manager

5/21/24


Evan Walsh
President

APPROVED AS TO FORM



Corey F. Williams
City Solicitor

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, 2024 through June 30, 2027.

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, 2024 through June 30, 2027 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, 2024 through June 30, 2027, the terms of which are outlined in the attached "Memorandum of Understanding", and further authorize the expenditure of funds for this Agreement.

In City Council June 25, 2024, Read twice and adopted on roll call vote 11 yeas. So Voted./s/Angela Gitschier, Assistant City Clerk

Approved by City Manager Thomas A. Golden, Jr. June 26, 2024.

A true copy

ATTEST:



Angela Gitschier
Assistant City Clerk

Votes Contracts Collective Bargaining Water Wastewater SEIU 888