

AGREEMENT
BETWEEN
IBEW LOCAL 876
AND
CITY OF LOWELL
FOR
DEPARTMENT OF PUBLIC WORKS

11/16/2020 – 06/30/2023

TABLE OF CONTENTS

ARTICLE 1 - RECOGNITION	1
Section 1. Bargaining Unit.....	1
ARTICLE 2 - EMPLOYER RIGHTS	1
Section 1. Employer Rights.....	1
Section 2. No Strike Clause.	2
Section 3. Past Practice.	2
Section 4. Retention of Right.....	2
ARTICLE 3 - UNION SECURITY AND CHECK-OFF	2
ARTICLE 4 - PROBATIONARY PERIOD	3
ARTICLE 5 - GRIEVANCE PROCEDURE.....	3
Section 1. Designation of Chief Steward and Alternate.....	3
Section 2. Grievance Procedure.	4
Section 3. Failure to Follow Time Limits.....	5
Section 4. Extension of Time Limits.	5
Section 5. Election of Remedies.	5
ARTICLE 6 - SENIORITY	5
Section 1. Definition of Seniority.	5
Section 2. Loss of Seniority.....	6
ARTICLE 7 - LAYOFF AND RECALL	6
Section 1. Terms of Layoff and Recall.....	6
Section 2. Notice of Layoff or Recall.	7
Section 3. Time Period for Recall List.	7
ARTICLE 8 - HOURS OF WORK	7
Section 1. Scheduling the Work Week.	7
Section 2. Breaks.	7
Section 3. Shift Premium.....	7
Section 4. On Call Pay.	8
Section 5. No Guarantee of Hours.	8
Section 6. Overtime Definition.....	8
Section 7. Recall to Duty.....	8
Section 8. Compensatory Time.....	8
Section 9. Notification of Absence.....	9
ARTICLE 9 - CAPTIONS	9
ARTICLE 10 - NEW CLASSIFICATIONS	9
ARTICLE 11 - POLICIES	9
Section 1. Resignation.	9
Section 2. Outside Employment.....	10
Section 3. Address Changes.....	10
Section 4. Drug/Alcohol Testing.....	10
Section 5. Leaves of Absence.....	11
Section 6. Required Licenses/Certifications.....	11
Section 7. Travel and Business Expenses.....	11
Section 8. Parking.....	12
Section 9. Personnel File.	12

ARTICLE 12 - SEPARABILITY	12
ARTICLE 13 - PYRAMIDING OF PREMIUM PAY	12
ARTICLE 14 - GENDER	12
ARTICLE 15 - WAIVER	12
ARTICLE 16 - NON-BARGAINING UNIT PERSONNEL.....	13
Section 1. Temporary Personnel.....	13
Section 2. Supervisors.	13
Section 3. Part-Time Personnel.	13
ARTICLE 17 - FAMILY AND MEDICAL LEAVE ACT	13
ARTICLE 18 - SUBCONTRACTING.....	14
ARTICLE 19 - HEALTH, SAFETY, INJURIES AND ACCIDENTS	14
ARTICLE 20 - FRINGE BENEFITS.....	15
Section 1. Health Insurance.	15
Section 2. Dental Insurance.	15
Section 3. Vision Insurance.....	15
Section 4. Life Insurance.....	15
Section 5. Disability Insurance.	16
Section 6. Accidental Death and Dismemberment Insurance.	16
Section 7. Personal Leave.	16
Section 8. Longevity Pay.....	16
Section 9. Section Pension & Retiree Health.	16
Section 10. Vacation.	18
Section 11. Sick Leave.	19
Section 12. Paid Holidays.	20
Section 13. Funeral Leave.	20
Section 14. Jury Duty.....	21
Section 15. Educational Assistance.	21
Section 16. Christmas Holiday Fringe Benefit.....	22
ARTICLE 21 - WAGES	22
Section 1. Wage Rates Following Ratification.....	22
Section 2. Wage Rates Subsequent Years.	23
Section 3. Water Certification.....	23
Section 4. Tool Allowance.....	24
Section 5. Work Boot Reimbursement.	24
Section 6. Clothing.	24
Section 7. Cell Phones/Radios.....	24
ARTICLE 22 - DURATION.....	24

AGREEMENT

This Agreement made and entered into this 16th day of November, 2020, by and between the International Brotherhood of Electrical Workers Local 876, hereinafter called the "Union," and the City of Lowell, hereinafter called the "City" or "Employer."

ARTICLE 1 - RECOGNITION

Section 1. Bargaining Unit.

The City agrees to recognize the Union as the sole collective bargaining agent for all full and regular part-time employees of the Department of Public Works of the City of Lowell in the classifications of Utility/WTP Operator 1-6, Equipment Operator/Maintenance Worker/Sexton, Parks and Streets Supervisor, Utility Supervisor, and WTP Superintendent, excluding the DPW Director, executive employees, statutory supervisors, professional employees, elected officials, police department employees, administrative and clerical employees, irregular employees, temporary employees, confidential employees and all other employees for the purpose of collective bargaining with respect to rates of pay, wages, hours and other conditions of employment.

ARTICLE 2 - EMPLOYER RIGHTS

Section 1. Employer Rights.

The Employer reserves and retains, solely and exclusively, all rights to manage and direct its work force and shall have the sole and exclusive right to manage its operations and activities. Among the rights of management, included only by way of illustration and not by way of limitation, is: the right to hire; the right to determine all matters pertaining to the services to be furnished and the methods, personnel, procedures, means, equipment, and machines required to provide such service; to determine the nature and number of facilities and departments to be operated and their location; to establish classifications of work and the number of personnel required; to direct and control operations; to discontinue, combine, subcontract, or reorganize any part or all of its operations; to adopt, modify, change or alter its budget; and in all respects to carry out the ordinary and customary functions of management. The Employer shall also have the right to: promote, assign, transfer, suspend, discipline, demote, discharge, layoff and recall personnel; to establish, amend, supplement or delete work rules and regulations; to make judgments as to ability and skill of employees; to establish and change work schedules; to provide and assign relief personnel; to schedule overtime, to continue and maintain its operations as in the past, or to modify or eliminate same, provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement. The Employer retains the sole and exclusive right to establish and administer without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement in the best interest of the City and its customers.

Section 2. No Strike Clause.

The parties mutually recognize that the services performed by the employees covered by this Agreement are services important for the public health, safety and welfare. The Union, therefore, agrees that there shall be no interruption of these services for any cause, whatsoever, by the employees it represents nor shall there be any concentrated failure by them to report for duty nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful, and proper performance of the duties of their employment or picket the Employer's premises. The Union further agrees that there shall be no strikes, sit-downs, stay-ins, stoppages of work or any acts that interfere in any manner or to any degree with the services of the Employer. Individual employees or groups of employees who instigate, aid, or engage in a work stoppage, slowdown, or strike may be disciplined up to, and including, discharge at the sole discretion of the Employer, which discipline is subject to the grievance procedure.

Section 3. Past Practice.

This Agreement embodies all the obligations between the parties evolving from the collective bargaining process and supersedes all prior relationships and/or practices.

Section 4. Retention of Right.

The Employer reserves and retains, solely and exclusively, all rights to manage and direct its work forces, except as expressly abridged by the specific provision of this Agreement, including by way of illustration, but not limitation, the determination of policies, operations, assignments, subcontracting, schedules, layoffs, make or amend rules and regulations, hire, promote, demote, transfer, etc. All rights, functions, powers and authority which the Employer has not specifically abridged, delegated, or modified by specific terms of this Agreement are recognized by the Union as being retained by the Employer.

ARTICLE 3 - UNION SECURITY AND CHECK-OFF

The Employer agrees to deduct from any wages or compensation payable to an employee an amount equal to the regular monthly dues uniformly applicable to members of IBEW Local 876 provided the employee signs a payroll deduction authorization permitting the deduction. Said form must be submitted by the Union to the Employer before any deductions are made. Part-time employees who sign payroll deduction authorizations shall pay the same rate as full-time employees. Employees may revoke dues deduction authorization as permitted by law and as agreed to by employees and the Union.

The Union shall provide at least thirty (30) days written notice to the City Manager of the amount of Union dues to be deducted from the wages of the employees

in accordance with this Article. Any change in the amounts determined will also be provided to the Employer at least thirty (30) days prior to its implementation.

The Employer's remittance will be deemed correct if the Union does not give written notice to City Manager within two (2) weeks after a remittance is sent, of its belief, with reasons stated, that the remittance is incorrect.

The Union agrees to indemnify, defend, and hold the Employer harmless against any and all claims, suits, or other forms of liability arising out of its deduction from an employee's pay of Union dues or in reliance on any list, notice, certification, or authorization or requirement furnished under this Article. The Union assumes full responsibility for the disposition so made, once they have been sent to the Union.

ARTICLE 4 - PROBATIONARY PERIOD

All employees shall be considered probationary employees until the employee has successfully completed ninety (90) days of work (provided, however, that if an employee is absent from work during this period due to a layoff or leave of absence of any kind, including personal leave, his/her probationary period may be extended by the Employer for a period equal to the duration of such absence). The Employer may extend the probationary period by ninety (90) working days provided both the employee and the Union are notified.

For those employees who have completed the above provision, they shall not have a new probation period once the Agreement is signed by both parties.

ARTICLE 5 - GRIEVANCE PROCEDURE

Section 1. Designation of Chief Steward and Alternate.

The Employer recognizes the right of the Union to designate a chief steward and an alternate. The alternate steward may exercise the functions of a steward only when the chief steward is absent.

The authority of the chief steward and alternate so designated by the Union shall be limited to and shall not exceed the investigation and presentation of grievances in accordance with the provisions of the grievance procedure.

The Union agrees that the chief steward and the alternate will continue to perform their regularly assigned duties and that their responsibilities as a steward will not be used to avoid these duties. They shall act in a manner that will not disrupt or interfere with any functions of the Employer. In no event shall the steward leave his/her work to investigate grievances.

The Union will furnish the Employer, in writing, the names of its chief steward and alternate steward and whatever changes may occur from time to time in such personnel. This identification shall be made in advance of the Employer's recognition of the authority of such individuals to act under this Agreement.

Section 2. Grievance Procedure.

The term "Grievance" as used in this Agreement is defined as an alleged violation of a specific term or condition of this Agreement. Any grievance filed shall be in writing, signed by the aggrieved employee and refer to the specific provision(s) alleged to have been violated and it shall adequately set forth the facts pertaining to the alleged violation and the remedy desired. All grievances shall be commenced within five (5) working days after the grievance has become known, or should have been known by the employee. Any grievance not conforming to these provisions shall be automatically defined as not constituting a valid grievance. If the Employer or the Union requests that the aggrieved employee be present at any step or steps of the grievance procedure to participate in the discussion, he/she will be required to do so.

Any employee having a grievance shall present it as follows, except that Step 1 may be omitted should the Step 1 supervisor not have the authority to grant the adjustment requested or the Director of Public Works is the employee's direct supervisor.

Step 1: The employee shall submit a written grievance as noted above. A conference between the aggrieved employee and/or steward with the employee's Supervisor shall be held within ten (10) working days of the submission of the grievance. The Supervisor shall give his/her answer within (10) working days of the conference. The Supervisor does not have the authority to modify this Agreement and the Supervisor's response shall not act as a precedent.

Step 2: If not satisfied with the Supervisor's answer it shall be the responsibility of the aggrieved employee to deliver the written grievance to the Director of Public Works or his/her designee within ten (10) working days from the date a Step 1 answer is received or the Step 1 answer was due. If Step 1 is omitted as provided above, the employee shall present the written grievance within five (5) working days of the occurrence giving rise to the grievance as noted above. A conference between the aggrieved employee and/or steward with the Director shall be held within ten (10) working days of the submission of the grievance. The Director shall give his/her answer within ten (10) working days of the conference. The Director does not have the authority to modify this Agreement and the Director's response shall not act as a precedent.

Step 3: If not satisfied with the Director's answer it shall be the responsibility of the aggrieved employee to deliver the written grievance to the City Manager or his/her designee within ten (10) working days from the date a Step 2 answer is received or the Step 2 answer was due. A conference between the aggrieved employee and/or steward with the City Manager shall be held within ten (10) working days of the submission of the grievance. The City Manager shall return his/her written answer within twenty (20) workdays. The decision of the City Manager on any disciplinary matters, excluding any disciplinary suspension of more than five (5) working days up through discharge, only, shall be final.

Step 4: For any grievance matters not including discipline, except suspension of more than five (5) working days and discharge, if the grievance is not settled satisfactorily at Step 3, the Union may request arbitration through the FMCS within twenty (20) working days of the City Manager's response. The cost of the arbitrator shall be borne equally between the Employer and the Union. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall at all times be governed wholly by the terms of this Agreement and the arbitrator shall have no power or authority to amend, alter, or modify this Agreement in any respect. The arbitrator's decision shall be final and binding if issued in conformity with the contract.

Section 3. Failure to Follow Time Limits.

The failure of either party to follow the time limits herein shall result in the following:

- A. If the Employer does not respond to the grievance within the time limitations set forth, the grievance shall be advanced to the next step.
- B. In the event the Union or employee does not follow the time limits required herein, the grievance shall be considered irrevocably withdrawn and denied.

Section 4. Extension of Time Limits.

Days shall refer to Monday through Friday, excluding holidays. Time periods set forth in this grievance procedure shall be strictly adhered to unless extended by mutual written agreement of the parties.

Section 5. Election of Remedies.

When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, including court proceedings, in addition to the grievance procedure provided under this contract, and the employee elects to utilize the statutory remedy, the Union and the affected employee shall not process the complaint through any grievance procedure provided for in this contract and, subsequently, elects to utilize the statutory or administrative remedies, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.

ARTICLE 6 - SENIORITY

Section 1. Definition of Seniority.

Seniority is defined as the length of continuous full-time service with the Employer since the employee's most recent date of hire, excluding unpaid leaves of absence of more than seven (7) consecutive days. Regular part-time employees shall receive full seniority if they are working more than half time, and half seniority if they are working less than half time. If two (2) or more employees are hired on the same date,

seniority ranking shall be determined by alphabetical order of surnames. The application of seniority shall be limited to the preferences and benefits specifically recited in this Agreement. Vacation preference shall be made on the basis of seniority.

Section 2. Loss of Seniority.

An employee shall lose his/her status as an employee and his/her seniority if:

- A. He/she resigns or quits.
- B. He/she retires.
- C. He/she is discharged and not reinstated.
- D. He/she is convicted or pleads guilty or nolo contendere to a felony.
- E. He/she is unable to maintain the certification(s) or license(s) required for performance of the work required by the Employer.
- F. He/she has been on layoff for a period of time equal to his/her seniority at the time of his/her layoff or two (2) years, whichever is lesser.
- G. He/she is absent from work, including the failure to return to work at the expiration of a leave of absence, vacation, or disciplinary layoff, for two (2) consecutive working days without notifying the Employer, except when the failure to notify and work is due to circumstances beyond the control of the employee and accepted at the sole discretion of the Employer which acceptance or rejection shall be reasonable.
- H. If he/she makes an intentionally false statement on his/her employment application or any other Employer document.
- I. If he/she has been on leave of absence, including sick leave, for a period of sixteen (16) months or a period equal to the length of his/her seniority at the time such leave commenced, whichever is less. [Excluding FMLA requirements.]

ARTICLE 7 - LAYOFF AND RECALL

Section 1. Terms of Layoff and Recall.

Seniority shall prevail in the layoff and recalling of employees within the affected classification except that no non-probationary or probationary full-time employees shall be laid off while any seasonal, temporary, irregular or regular part-time employees remain working in the affected classification.

Section 2. Notice of Layoff or Recall.

In the event of a layoff, an employee so laid off shall be given five (5) calendar days' notice of layoff by mail or in person with a copy to the Union. In the event of a recall, five (5) calendar days' notice mailed or delivered to his/her last known address shall be made. If he/she fails to report for work within five (5) calendar days following notification of recall mailed or delivered to his/her last known address or if he/she fails to inform the Employer within two (2) working days following delivery of notification of recall that he/she intends to return to work for the employer, he/she shall lose all seniority rights and right to recall under this Agreement. It is the responsibility of the employee to keep the Employer informed of his/her last known address.

Section 3. Time Period for Recall List.

An employee who is laid off shall have his/her name remain on the recall list for a period of two (2) years or for a period of time equal to his/her seniority at the time of the layoff, whichever is lesser.

ARTICLE 8 - HOURS OF WORK

Section 1. Scheduling the Work Week.

The normal work hours shall be from 7:30 a.m. to 4:00 p.m. Employees shall be scheduled to work at the discretion of the Employer. The work schedule shall be posted five (5) calendar days in advance. All schedules are subject to change based on the needs of the City as determined by the Employer. The Employer shall give no less than five (5) calendar days' notice if any work schedules are changed.

Section 2. Breaks.

Each full-time employee shall normally be allowed one fifteen (15) minute break in the morning and one fifteen (15) minute break in the afternoon at times prescribed by the Director of Public Works or his/her designee. Breaks shall be scheduled as to not interfere with the normal work of the Department. Breaks do not accumulate, if not taken. Employees will be provided time for meals when working a regular full-time day. Meal periods will be for 30 minutes and will not be paid. Employees may leave their work areas during this meal period.

Section 3. Shift Premium.

The City may establish assignments that consist of scheduled work hours outside of the regularly scheduled work hours of 7:30 a.m. to 4 p.m., Monday through Friday. Employees scheduled to perform work outside of the hours 7:30 a.m. to 4 p.m. will receive a \$0.25/hr shift premium for hours worked. Both parties agree that overtime work is not considered scheduled work hours and therefore does not qualify for this \$0.25/hr shift premium.

Section 4. On Call Pay.

Employees who are on call shall be paid two (2) hours of straight time for each scheduled day they are to be on call. Employees shall be paid a minimum of two (2) hours at the rate of time and one-half for work performed while on call. On call pay on Saturdays, Sundays and Holidays shall be three (3) hours pay; for hours worked on Sundays and Holidays, the rate of pay is two (2) times the employee's regular rate of pay.

Section 5. No Guarantee of Hours.

Any definition of an employee's normal work week and work day stated in this Agreement shall not constitute a guarantee by the Employer of any number of hours per work day or per work week.

Section 6. Overtime Definition.

All work performed in excess of eight (8) hours in a day or forty (40) hours in a work week shall constitute overtime work and shall be paid at the rate of time and one-half (1½) of the employee's regular rate of pay. The definition of work shall not include earned sick leave that is taken and paid to the employee. Prior approval of overtime is required by the Employer. No employee shall be required to work more than sixteen (16) consecutive hours except when mutually agreed upon between the employee and his immediate supervisor, or during an emergency as determined by the Director of Public Works. An employee who works sixteen (16) or more consecutive hours shall be allowed a rest period of at least eight (8) hours.

Section 7. Recall to Duty.

In the event an employee is required to report for duty during scheduled time off, but not as an extension of a regularly scheduled shift, he/she shall receive a minimum of two (2) hour's pay at time and one-half. Employees not on call who are called in on a Sunday or Holiday, shall be paid at two (2) times the employee's regular rate of pay.

Section 8. Compensatory Time.

Compensatory time may be authorized by the Employer in lieu of paid overtime. Compensatory time in lieu of overtime shall accumulate at 1½ hours for each hour of overtime worked. Compensatory time off may be taken upon mutual agreement of the employee and the Employer, but must be used before any employee may use any other paid time off. Employees are allowed a one-time payout of up to 40 hours of compensatory time during the fiscal year.

Section 9. Notification of Absence.

An employee who is unable to report to work on time or for all or part of regularly scheduled hours is required to notify the Director or his/her designee of the intended absence. Notice by the employee must occur no later than one (1) hour before the start of the regularly scheduled work period, except in the case of extraordinary circumstances.

A call to a co-worker is not considered acceptable notice of intended absence unless the Director has previously provided notice to employees that such employee has been designated to take such calls.

It is the responsibility of the employee to accurately record absences on the designated official time records.

The Employer and fellow employees depend upon all employees' regular and prompt attendance. If for any reason, excused or unexcused, an employee is repeatedly unavailable for work as scheduled, which includes mandatory overtime, disciplinary action including termination may be taken at the Employer's discretion.

ARTICLE 9 - CAPTIONS

The captions used in each section of this Agreement are for identification purposes only and are not a substantive part of this Agreement.

ARTICLE 10 - NEW CLASSIFICATIONS

Whenever the Employer establishes a new classification within the collective bargaining unit, the Union shall be notified of the rate of pay assigned to the classification. The Union shall have ten (10) calendar days from receipt of such notification to object in writing to the assigned rate. If no objection is filed with the Employer within this period of time, the rate shall be deemed permanent. Should the Union timely object to the rate of pay assigned to a new classification, representatives of the parties shall meet within forty-five (45) calendar days to negotiate any changes which might be required. If the parties are unable to agree on the rate after MERC mediation, the Employer may implement its last best offer.

ARTICLE 11 - POLICIES

Section 1. Resignation.

Should an employee decide to leave employment, a minimum of 21 calendar days' prior notice, in writing, must be given to the City Manager. Failure to provide 21 calendar days' prior notice will result in loss of accrued vacation time, personal time and/or sick leave payout unless waived by the City Manager. Employees providing such notice shall not use or abuse paid leave during the notice period without prior authorization from the City Manager, with such authorization not being unreasonably withheld. The City Manager may, in his or her reasonable discretion, approve a shorter notice period.

Section 2. Outside Employment.

While outside or supplemental employment is discouraged, employees may engage in outside or supplemental employment in accordance with the following limitations. In no case shall outside or supplemental employment conflict with, or impair an employee's responsibilities to the Employer.

Any employee desiring to participate in outside or supplemental employment must obtain permission of the Director of Public Works in writing prior to engaging in outside or supplemental employment. The following guidelines shall be applicable to all employees engaged in outside or supplemental employment.

Employees engaged in outside or supplemental employment shall:

- A. Not use Employer facilities as a source of referral for customers or clients.
- B. Not be engaged in during the employees regularly scheduled working hours.
- C. Not use the name of the Employer as a reference or credential in advertising or soliciting customers or clients.
- D. Not use Employer supplies, facilities, staff or equipment in conjunction with any outside or supplemental employment or private practice.
- E. Maintain a clear separation of outside or supplemental employment from activities performed for the Employer.
- F. Not cause any incompatibility, conflict of interest, or any possible appearance of conflict of interest, or any impairment of the independent and impartial performance of the employee's duties.

The decision of the Director to grant or deny the employee's request should be final and not subject to the grievance procedure. Employer shall not be liable, either directly or indirectly, for any activities performed during outside or supplemental employment.

Section 3. Address Changes.

An employee shall notify the Employer in writing of any change in name, address, or telephone number promptly and, in any event, within ten (10) days after such a change has been made. The Employer shall be entitled to rely upon an employee's last name, address, and telephone number shown on his/her record for all purposes involving his/her employment.

Section 4. Drug/Alcohol Testing.

The Employer reserves the right to require any employee to submit to a search or a blood and/or urinalysis examination for the purpose of detecting the employee's use of

unauthorized prescriptive drugs, illegal drugs, controlled substances, and/or alcohol in the following circumstances:

- A. When the Director or City Manager has a reasonable suspicion that the employee in question is under the influence or otherwise affected by the use of unauthorized prescriptive drugs, illegal drugs, controlled substances, and/or alcohol.
- B. When the Director or City Manager has a reasonable suspicion that the employee in question possesses unauthorized prescriptive drugs, illegal drugs, controlled substance and/or alcohol while on City property.
- C. When the Director or City Manager has a reasonable suspicion that the employee in question has sold or distributed or has attempted to sell or distribute on City property any prescriptive drugs, illegal drugs, controlled substances, and/or alcohol.

The City shall provide written notice of its basis for reasonable suspicion to the Union and the employee by e-mail or other means.

Any bargaining unit member requested to submit to a drug or alcohol test in accordance with this section shall comply and while doing so shall be in paid status. Failure to comply or failing of the test may be cause for discipline, up to and including termination.

All costs for such test shall be borne by the Employer.

This policy is in addition to the testing which is mandated by state/federal laws.

Section 5. Leaves of Absence.

Employees may be granted a personal leave without pay of up to 26 weeks upon prior approval of the City Manager or his/her designee. The request must be in writing and submitted as soon as practicable. The decision of the City Manager shall not be grievable.

Section 6. Required Licenses/Certifications.

The Employer shall pay the costs associated with any Employer-required licenses or certifications.

Section 7. Travel and Business Expenses.

Mileage. Employees who have a class or conference to attend will be required to use a City owned vehicle for travel. If a vehicle is unavailable, employees will be reimbursed mileage, at the IRS mileage reimbursement rate, for travel to and from the class/conference. In order to receive mileage reimbursement, the employee will be required to fill out a mileage reimbursement form supplied by the Employer.

Overnight Travel. In the event of overnight travel, the City shall provide a per diem expense for meals (no alcohol) based upon an allowance of ten dollars (\$10) breakfast, fifteen dollars (\$15) lunch, twenty dollars (\$20) dinner where the employee is out of town during such meals. For conferences or events where employees may experience higher meal costs, the Director may approve additional allowance. The City shall continue the current practice when daytime travel is required.

Section 8. Parking.

The City will provide inside parking when employees are called in during inclement weather, upon approval of Director which will not be unreasonably withheld.

Section 9. Personnel File.

The employer shall provide a copy of any written discipline or complaint to the employee before it is placed in the employee's personnel file. In the event that the employee is required to sign any notice of discipline, said signature only shall constitute a receipt of the discipline, not an admission of guilt. Employees may also review their personnel file.

ARTICLE 12 - SEPARABILITY

If any section of this Agreement should be held invalid by operation of law, or by any tribunal or court of competent jurisdiction, or if compliance with or enforcement of any article should be restrained by such tribunal or court pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event that any section is held invalid or enforcement of or compliance with which has been restrained as set forth above, the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement.

ARTICLE 13 - PYRAMIDING OF PREMIUM PAY

There shall be no duplication or pyramiding of any premium rate set forth in this Agreement.

ARTICLE 14 - GENDER

The masculine pronoun whenever used in this Agreement shall include the feminine pronoun and vice versa, unless the context clearly requires otherwise.

ARTICLE 15 - WAIVER

It is the intent of the parties hereto, that the provision of this Agreement shall supersede all prior agreements or understanding, oral or written, expressed or implied, between such parties and will, henceforward, govern their entire relationship and constitute the sole source of any and all rights or claims which may be asserted hereunder or otherwise.

It is the intent of the parties that this Agreement contains all economic and non-economic terms and conditions of employment applicable to employees covered by this Agreement. Both parties accordingly acknowledge that during the negotiations which resulted in this Agreement, each had unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at that time that they negotiated or signed this Agreement.

ARTICLE 16 - NON-BARGAINING UNIT PERSONNEL

Section 1. Temporary Personnel.

The Employer reserves the right to hire persons to perform bargaining unit work on a temporary basis not to exceed twelve (12) months unless a bargaining unit member is on a leave of absence in which case the temporary employee may fill that vacancy for the duration of the leave. They shall not be covered by the terms of this Agreement. Temporary employees may not be used to reduce regular hours, cause the layoff or the denial of recall from layoff of an employee in the affected classification.

Section 2. Supervisors.

The Director and other City employees may perform bargaining unit work at any time provided that such action does not result in the loss of regular hours, the layoff or the denial of recall from layoff of a regular full-time employee.

Section 3. Part-Time Personnel.

The Employer reserves the right to hire irregular part-time employees to perform bargaining unit work. Irregular part-time employees may not be used to reduce regular hours, cause the layoff or the denial of recall from layoff of an employee in the affected classification. They shall not be covered by the terms of this Agreement.

ARTICLE 17 - FAMILY AND MEDICAL LEAVE ACT

The parties agree that each has the right to exercise its rights under the Family and Medical Leave Act and that any contrary provision contained in this contract is superseded by the Family and Medical Leave Act. A rolling twelve (12) month period preceding any FMLA leave shall be used to determine eligibility.

ARTICLE 18 - SUBCONTRACTING

Notwithstanding any other contrary provision in this Agreement, the Employer reserves the right to subcontract at any time bargaining unit work; to purchase any or all work processes or services when, in the sole determination of the Employer, it does not have the facilities or equipment, or the available personnel, or when it is deemed in the best interest of the Board and/or efficient to have the work performed by others. Prior to subcontracting bargaining unit work, the Employer shall provide thirty (30) calendar days' notice to the Union of intent and rationale for subcontracting, when feasible. Upon request, the Employer or its designated representative shall meet with Union officials to further discuss the proposed subcontracting within the above thirty (30) day period. Subcontracting shall not be used to cause the layoff or reduction of regular hours or denial of recall from layoff for any persons who are employed on the first effective date of this Agreement.

ARTICLE 19 - HEALTH, SAFETY, INJURIES AND ACCIDENTS

Employee health and safety is a matter of serious concern not only for the employee and family, but to all residents of the City. Both the Union and the City will cooperate to eliminate accidents and health hazards. The City and Union will strive to ensure a place of employment which is free from recognized hazards that may cause physical harm to anyone.

The City welcomes suggestions and ideas from employees which would improve employee health and safety, eliminate hazardous conditions and contribute to a more productive work environment for the benefit of employees and the public. Employee failure to promptly report an unsafe working condition and staff found to be negligent or guilty of working in an unsafe manner may be subject to disciplinary action up to and including termination.

An employee injured on the job during working hours shall report the injury to the Director as soon as possible, but not later than the end of the scheduled work day. Such report shall set forth the nature of the injury, the manner of its occurrence, the witnesses, if any, and such other details as may be required by the City and its worker's compensation insurer. The employee shall fill out an accident report furnished by the City and file the report with the Director.

A copy of all injury reports shall be provided to the Union Steward.

Personal protection equipment as determined by the Director of Public Works shall be provided by the Employer.

The City agrees to consult with the Union on necessary security measures.

ARTICLE 20 - FRINGE BENEFITS

Section 1. Health Insurance.

The City shall provide health insurance coverage as reflected in the documents provided to the Union. Health insurance will be subject to its annual reopener at either party's request after February 1 of each year in connection with the receipt of the renewal notices. If either party reopens health insurance, either party may reopen wages.

Regular full-time employees shall be eligible for employer-provided health insurance after completing thirty (30) calendar days of employment. The health insurance plan currently in effect is Priority Health, HMO HSA 1400 Gold. Prior to making any changes to the existing plan, the Employer will meet and confer with the Union as soon as is practicable. If the parties cannot agree on the selection of a different plan after conferring, the Employer reserves the right to select the plan it feels is best and such decision shall not be grievable. The plan available to eligible employees is a Priority Health, HMO HSA 1400 Gold. An explanation of benefits is available at City Hall.

Employees shall share in the premium costs for group health insurance in accordance with MCL 15.561 *et seq.*

Full-time employees may choose between medical insurance or receive a \$400 per month payment for family and \$325 for single or two-person.

Section 2. Dental Insurance.

The City agrees to make available a group dental insurance benefit for full-time employees only. The City will pay 100% of the cost of employee (single) coverage. The City will contribute no less than fifty-five percent (55%) per month toward the required cost for dependent or other coverage and employee will contribute the remaining 45% of such required cost.

Section 3. Vision Insurance.

The City agrees to make available a group vision insurance benefit for full-time employees and eligible dependents. The City will pay the cost of coverage for full-time employees and eligible dependents. The current coverage is through VSP and requires a \$20 co-pay for exams and \$20 for materials.

Section 4. Life Insurance.

Every full-time (33 hr/wk) employee who has been employed for a continuous period of six (6) months shall be entitled to a fully paid term-life insurance policy, which covers the employees only. The dollar value of the Life Insurance Policy through Standard Life and Accident Insurance Company provides a principal sum of \$50,000. Life insurance A and D benefit is subject to reduction at age sixty-five (65) to sixty-five percent (65%) and age seventy (70) to fifty percent (50%).

Section 5. Disability Insurance.

The City agrees to make available short-term and long-term disability coverage for all full-time employees. The City will pay the cost of coverage for full-time employees.

Short-term coverage consists of an elimination period of twenty-nine days after an accident or illness, 60 percent of basic weekly earnings to a maximum of \$1,000 per week for a duration of 180 days.

Long-term coverage consists of an elimination period of 180 days, 60 percent of monthly earnings for a maximum of \$5,000 per month.

Section 6. Accidental Death and Dismemberment Insurance.

The Employer shall maintain the same accidental death and dismemberment insurance in effect at the time of ratification.

Section 7. Personal Leave.

All full-time (33 hr/wk) employees shall receive three (3) personal leave days with pay for use during the year. The pay for a personal leave day used by an employee shall be equal to the employee's straight time regular rate of pay for up to a maximum of eight (8) straight hours the employee was otherwise scheduled to work. The personal leave day must be scheduled in advance between the employee and his/her supervisor (or designated representative). If any personal leave days are not used by an employee during the fiscal year, the unused personal leave day(s) shall be paid to the employee at straight time. New employees will be credited with a pro rata amount of personal days based on their date of hire.

Section 8. Longevity Pay.

Every employee who has been employed for a continuous period of three (3) full years shall be entitled to a longevity payment of \$65.00 for each year over three (3) years of continuous service. Longevity payments shall be issued on the payroll following the employee's anniversary date, provided he or she is employed on the anniversary date. Maximum longevity payment shall be \$650.00.

Section 9. Section Pension & Retiree Health.

A. Pension

Employees hired prior to June 30, 2020 shall be enrolled in the Municipal Employees' Retirement System (MERS). Under Benefit Program B-4, 2.5% of the employee's final average compensation (last 3 years) is multiplied by years and months of credited service. An employee gains vested status (eligible for retirement benefits) with ten (10) years of credited service. Effective January 1, 2021, or as soon thereafter as the defined contribution plan is established for new hires, the benefit multiplier shall

be bridged down to 2.0% with termination FAC. With the F55 rider, an employee reaching 55 years of age may retire at full benefit with 25 years of credited service. Employees hired prior to June 30, 2020 will contribute seven percent (7%) to their defined benefit pension plan through payroll deduction. When the benefit multiplier is reduced to 2.0%, the employees shall contribute five percent (5%) of gross wages through payroll deduction.

Employees hired on or after July 1, 2020 shall be enrolled in a defined contribution plan. The City shall contribute 10% of employee base wage. Employees shall contribute at least 6% of base wage through payroll deduction. All contributions shall vest immediately.

B. Retiree Health

Current employees eligible to retire on or before December 31, 2035. The City will provide retiree health insurance coverage for employees retiring on or before December 31, 2035, along with his or her spouse at the time of retirement, for no more than the first five years of retirement or until said retiree and/or spouse becomes eligible for Medicare, whichever is earlier, provided the retiring employee has achieved one of the following:

- Ten Years of Service by Age 60
- Fifteen Years of Service by Age 55
- Twenty-Five Years of Service by Age 55

When retirees are covered by Medicare, they may purchase supplemental health insurance coverage through the City of Lowell, if they desire.

Employees hired after mutual ratification. Employees hired after mutual ratification of the 2020-2023 Agreement will not receive retiree health care or a contribution into a retiree healthcare savings plan.

Employees hired before mutual ratification, who are not eligible to retire on or before December 31, 2035. The City will establish a retiree healthcare savings plan into which it will contribute 2% of annual base wage per fiscal year for each remaining current employee. Such employees are not eligible for employer-provided retiree health care.

Modification to Retiree Health Benefit Eligibility. Any current employee who would be eligible to receive retiree health benefits as described above may elect, via a one-time opportunity, to voluntarily and irrevocably forfeit retiree health benefits. In this case, the City will extend the retiree health benefit to an employee not otherwise eligible for retiree health benefits. Such voluntary and irrevocable forfeiture of benefits must be memorialized in a writing signed by both employees that is presented to the City no later than December 31, 2021. If no such writing is presented to the City within the specified timeframe, eligibility for retiree health benefits will, in all cases, follow the above provisions of this agreement.

Section 10. Vacation.

- A. Length of Vacation Leave Earned: At hire, employees will receive prorated vacation leave based upon the date of hire, and thereafter, will be granted in accordance with this schedule each July 1. All full-time employees who have served one (1) full year of service will be entitled to one (1) working week (5 days) of vacation leave. All full-time employees who have served two (2) full years of service will be entitled to two (2) working weeks (10 days) of vacation leave per year. All full-time employees who have served seven (7) continuous years of full-time service with the City of Lowell will be entitled to three (3) weeks (15 days) vacation leave per year. All full-time employees who have served twelve (12) continuous years of full-time service with the City of Lowell will be entitled to four (4) weeks (20 days) vacation leave per year. Employees having twenty (20) years or more of service will accrue one (1) additional vacation day per year to a maximum accrual of five (5) weeks (25 days).

<u>Service After</u>	<u>Vacation Days</u>
One year	40 hours (1 week)
Two years	80 hours (2 weeks)
Seven years	120 hours (3 weeks)
Twelve years	160 hours (4 weeks)
Twenty years	168 hours (4 weeks 1 day)
Twenty-One years	176 hours (4 weeks 2 days)
Twenty-Two years	184 hours (4 weeks 3 days)
Twenty-Three years	192 hours (4 weeks 4 days)
Twenty-Four Years	200 hours (5 weeks)

- B. Accumulation of Vacation Leave: Vacation leave may not be accumulated beyond four (4) weeks without prior approval from the City Manager. No employee may choose to refuse to take a vacation and receive his vacation pay in lieu of vacation time off. Earned vacation pay up to four (4) weeks will be paid to any employee leaving the service of the City of Lowell.
- C. Utilization of Vacation Leave: Vacation earned in accordance with the above-stated ordinance shall be utilized in the following manner:
1. Vacation may not be taken for periods less than one (1) full work day, except with approval by the employee's immediate supervisor.
 2. Employees with accumulated vacation exceeding one (1) full work week (5 days) must take at least one (1) vacation annually consisting of five (5) consecutive days.

3. Vacation requests must be submitted at least one (1) full workweek prior to the start of an anticipated vacation. A shorter submission time may be granted by the DPW Director.
4. All vacations are subject to approval by the employee's immediate Supervisor.
5. Unless otherwise agreed by the parties during the hiring process, employees may use vacation time only after completing 90 calendar days of employment.

Section 11. Sick Leave.

- A. Employees Entitled to Sick Leave: All full-time employees shall be entitled to sick leave which can be used for the employee's illness or the illness of a spouse, child (including step-children) or parent (including step-parents).
- B. Accumulation of Sick Leave: All full-time employees will accumulate sick leave at the rate of one (1) day per month.
- C. Maximum Accumulation of Sick Leave: No more than twenty-four (24) days sick leave may be accumulated. The City Council may, at their discretion, grant additional sick leave to an employee. Accrued sick leave shall not be paid to an employee at any time.
- D. Prolonged Absence From Work: Any employee who has been absent from work for more than three (3) consecutive work days or hospitalized due to injury or illness, may not return to work without authorization from a doctor. Evidence of illness for shorter periods may be required by the Department head.
- E. Sick Leave Substitution: Sick leave and vacation may not be substituted for one another. However, at the discretion of the City Manager, any employee who has exhausted his/her sick leave as a result of an injury or illness may be allowed to use accumulated vacation as sick leave.
- F. Illness Verification: The City, in its discretion, may require written proof of illness for employees using sick leave.
- G. Annual Sick Leave Payout: An employee shall be entitled to receive pay at the end of each June for sick leave accumulated for one-half of the remaining sick leave over ninety-six (96) hours.
- H. Sick Leave Payout at Termination: Accrued sick leave will be paid on one-half of hours accumulated, but no greater than ninety-six (96) hours upon termination of employment.

Section 12. Paid Holidays.

- A. Holiday Schedule: All full-time employees of the City of Lowell shall receive their regular compensation for the following legal Holidays or parts thereof or any other day proclaimed as a Holiday by the City Council, during which the public offices of the City are closed:

PAID HOLIDAYS

New Year's Day	Fourth of July	Christmas Eve
President's Day	Labor Day	Christmas Day
Good Friday	Thanksgiving	Floating Holiday
Memorial Day	Day after Thanksgiving	

- B. Compensation for Holiday on Scheduled Day Off: When a Holiday listed above falls on Saturday, the preceding Friday shall be observed as the Legal Holiday, and when the Legal Holiday falls on Sunday, the following Monday shall be observed as the Legal Holiday. Only the day recognized as the Legal Holiday above shall be compensated. An employee who is not scheduled to work on a Holiday will get paid for the Holiday. The employee will take a day off before or after the Holiday without pay to receive their Holiday pay.
- C. Compensation for Work Performed on Holidays: Any full time employee who shall be required to perform or to render services on one of the Holidays listed above shall be paid time and one-half of his/her hourly rate for the time worked.
- D. Holiday Pay: An employee must work the full day before and the full day after a Holiday to be entitled to Holiday pay, unless the employee is on a scheduled vacation, a regular day off, or has an illness documented by a medical provider that prevents the employee from reporting to work.
- E. Easter Sunday: It is the City's intent to close the Water Treatment Plant on Easter Sunday unless operational demands require that the Plant be opened. If the Water Treatment Plant is closed on Easter Sunday, the employee who is regularly assigned to work that day as part of the employee's regular shift shall receive his or her straight time pay for the day.

Section 13. Funeral Leave.

Upon request, an employee will be granted a leave of absence for three (3) normally scheduled working days following the date of death of a member of the employee's immediate family. Immediate family shall be defined as spouse, parent, parent of current spouse, grandparent, child, grandchild, brother or sister. A one (1) day leave will be granted to attend the funeral of a brother-in-law or sister-in-law. The three (3) days provided herein may be other than those immediately following the date of

death, if unusual circumstances exist. An employee granted a leave under this section shall receive an amount equal to what would have been earned by working straight-time hours at the employee's regular rate of pay on the day for which leave is granted.

Funeral Leave shall be granted employees to attend the funeral of a City of Lowell coworker or the coworker's spouse, subject to the operational needs of the Employer as determined by the Employer in its discretion.

Section 14. Jury Duty.

Each employee who receives a jury summons shall immediately notify his/her supervisor. On such days an employee renders jury service, he/she shall receive the difference between the amount received for jury duty and his/her regular wages.

Section 15. Educational Assistance.

The Employer will reimburse any full time employee who is enrolled in up to six (6) adult education or university credits a term, but no more than twelve (12) such credits per year, for the cost of tuition up to a maximum of the average cost per credit hour for upper division courses at GRCC, GVSU, Ferris State University, CMU, WMU, and MSU, provided:

- A. The course is job related and shall be taken from an accredited institution of higher education as approved by the Director in his or her sole discretion.
- B. An application for reimbursement is submitted and approved by the Director of Public Works and the City Manager prior to enrollment.
- C. A grade of "C" (2.0) is attained on adult education or undergraduate work and "B" (3.0) on graduate work.
- D. In the event the employee is receiving the cost of tuition from another source, the employee shall be reimbursed for required textbooks if not subject to reimbursement from another source in accordance with A, B and C above.
- E. An employee receiving any such reimbursement agrees that he or she shall remain employed by the Department of a period of five (5) years after the last date of any reimbursement payment for any course. If the employee leaves the employment with the Department prior to that time, he or she shall repay to the Department 20% of the amount of all reimbursement received at any time under this Section for each year the employee leaves the City's employment before the end of the five year period. An employee shall execute a promissory note for repayment as provided in this Section. Any amounts due and owing to the City due to an employee's failure to remain employed for the five (5) year period may be withheld from the employee's final pay or payout.
- F. Reimbursement shall be waived for unforeseen exigent circumstances.

When evaluating for approval or disapproval employee applications for tuition reimbursement, the City shall apply the following criteria and guidelines in determining whether the application satisfies the requirement of being "job related."

1. Each course must stand by itself. Degree program courses or courses taken to fill requirements toward a degree may or may not relate directly to the employee's job.
2. The course must provide a direct and obvious benefit to the employee for the performance of the employee's required duties with the City.
3. Any employee submitting an application for tuition reimbursement must provide a copy of the course description together with a statement setting forth the manner in which the course is directly related to the employee's job with the City.

Section 16. Christmas Holiday Fringe Benefit.

The Employer has traditionally offered a ham or turkey, or paid for such, for Employees prior to the Christmas holiday. In lieu of direct purchases, the Employer will provide as a fringe benefit on an annual basis prior to the Christmas Holiday, \$25 of Lowell Bucks as offered through the Lowell Chamber of Commerce. If the Chamber stops offering Lowell Bucks, the Employer will provide a gift card of equal value with an establishment capable of meeting the intent of the tradition.

ARTICLE 21 - WAGES

Section 1. Wage Rates Following Ratification.

Effective upon ratification, employees shall be placed on the following pay scale in accordance with their classification and years of service in that classification, effective through June 30, 2021.

	Start	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr
Utility/WTP Operator	\$19.81	\$20.80	\$21.79	\$22.78	\$23.77	\$24.77	\$25.51
Utility/WTP Operator 1	\$20.83	\$21.83	\$22.82	\$23.81	\$24.80	\$25.80	\$26.57
Utility/WTP Operator 2	\$21.87	\$22.86	\$23.85	\$24.84	\$25.83	\$26.83	\$27.63
Utility/WTP Operator 3	\$22.90	\$23.89	\$24.88	\$25.87	\$26.86	\$27.86	\$28.70
Utility/WTP Operator 4	\$23.93	\$24.92	\$25.91	\$26.90	\$27.89	\$28.89	\$29.76
Utility/WTP Operator 5	\$24.96	\$25.95	\$26.94	\$27.93	\$28.92	\$29.92	\$30.82
Utility/WTP Operator 6	\$25.23	\$26.19	\$27.16	\$28.12	\$29.08	\$30.05	\$30.95
Equipment Operator/ Maintenance Worker/ Sexton	\$19.81	\$20.80	\$21.79	\$22.78	\$23.77	\$24.77	\$25.51
Parks/Street Supervisor	\$24.38	\$25.60	\$26.82	\$28.56	\$29.26	\$30.48	\$31.39
Utility Supervisor/WTP Superintendent	\$29.28	\$30.74	\$32.21	\$33.68	\$35.14	\$36.90	\$38.01

An employee who is promoted to a higher classification shall be placed on the step of the pay scale for that classification so as not to result in a decrease in pay for the promoted employee.

An employee who is paid at a rate higher than his/her classification at the time of ratification by the union shall be frozen at their current pay rate. An employee who is employed on the date of ratification shall not have his rate of pay reduced if he is assigned to work in a lower paid classification either on a temporary or permanent basis.

Upon ratification of the 2020-2023 Agreement, the City will issue a one-time signing bonus of \$2,000 to each bargaining unit member, deposited as follows:

1. In the first payroll following mutual ratification, the City will deposit \$1,000 in to a pre-tax 457, Health Savings Account, or Retiree Health Care Savings Account (MERS) at each individual bargaining unit member's election.
2. Within 30 days of mutual ratification, the City will deposit \$1,000 into a pre-tax 457 or Health Savings Account, at each individual bargaining unit member's election.

Section 2. Wage Rates Subsequent Years.

Effective July 1, 2021, employees of all classifications will receive an additional two percent (2%) increase in their hourly wage rates:

	Start	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr
Utility/WTP Operator	\$20.21	\$21.22	\$22.23	\$23.24	\$24.25	\$25.27	\$26.02
Utility/WTP Operator 1	\$21.25	\$22.27	\$23.28	\$24.29	\$25.30	\$26.32	\$27.10
Utility/WTP Operator 2	\$22.31	\$23.32	\$24.33	\$25.34	\$26.35	\$27.37	\$28.18
Utility/WTP Operator 3	\$23.36	\$24.37	\$25.38	\$26.39	\$27.40	\$28.42	\$29.27
Utility/WTP Operator 4	\$24.41	\$25.42	\$26.43	\$27.44	\$28.45	\$29.47	\$30.36
Utility/WTP Operator 5	\$25.46	\$26.47	\$27.48	\$28.49	\$29.50	\$30.52	\$31.44
Utility/WTP Operator 6	\$25.73	\$26.71	\$27.70	\$28.68	\$29.66	\$30.65	\$31.57
Equipment Operator/ Maintenance Worker/ Sexton	\$20.21	\$21.22	\$22.23	\$23.24	\$24.25	\$25.27	\$26.02
Parks/Street Supervisor	\$24.87	\$26.11	\$27.36	\$29.13	\$29.85	\$31.09	\$32.02
Utility Supervisor/WTP Superintendent	\$29.87	\$31.35	\$32.85	\$34.35	\$35.84	\$37.64	\$38.77

Wage rates for the year beginning July 1, 2022 may be reopened at the request of either party made prior to July 1, 2022.

Section 3. Water Certification.

The City will, in its reasonable discretion, approve and pay for certain water certification trainings. The applicable certifications are F-2, F-3, F-4, S-2, S-3, and S-4.

Distinction between Utility/WTP Operator classifications shall be based on the number of water certifications. For example, an employee with three (3) such

certifications is a Utility/WTP Operator 3, while an employee with no such certification is a Utility/WTP Operator.

An employee working in the WTP Superintendent classification shall have acquired an F-2 certification.

An employee working in the Utility Supervisor classification shall have acquired an S-2 certification. And shall not be eligible for any "S" certification premium pay.

Section 4. Tool Allowance.

The parties shall execute a memorandum of understanding that provides that Ralph Brecken shall be permitted to remove all of his personal tools from City property as identified by the parties. The City shall reasonably procure and provide sufficient replacement tools to perform the work. The parties will work together to identify the replacement tools.

Section 5. Work Boot Reimbursement.

The City shall provide two hundred dollars (\$200) per year for approved boots and clothing. Purchase must be approved in advance as to suitability and proper receipts must be provided after purchase.

Section 6. Clothing.

The Employer shall provide 10 tee-shirts per year for each employee in the bargaining unit which shall be worn during working hours, only. Severely worn or damaged shirts will be replaced with supervisory approval. The City agrees to provide employees with appropriate uniforms and cleaning service for the uniforms. The City will consult with the Union on the uniform selection and necessary clothing items. Once the city provided uniforms are available to the workers, the City will no longer be required to provide tee-shirts.

Section 7. Cell Phones/Radios.

The City will issue, at its expense, cell phones or radios to employees whom it determines must be available through such communication.

ARTICLE 22 - DURATION

Unless otherwise specified, all articles of this Agreement shall be in force and effect upon execution by the parties and shall continue through the 30th day of June, 2023. Not later than ninety (90) days prior to the expiration of this contract either party may request that the other commence negotiations and such negotiations shall commence no later than sixty (60) days prior to the expiration of this Agreement. Upon receipt of such notice, the parties shall select mutually agreeable dates and times to negotiate, provided however, that upon mutual consent of the parties, negotiations may commence at an earlier date.

**International Brotherhood of
Electrical Workers LOCAL 876**



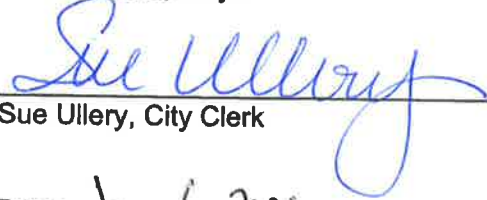
Chad Clark, Business Manager

Date: Dec 30th - 2020

City of Lowell



Mike DeVore, Mayor



Sue Ullery, City Clerk

Date: Jan 6, 2021