

**AGREEMENT**  
**BETWEEN THE**  
**Service Employees International Union (SEIU)**  
**ON BEHALF OF LOCAL 888**  
**AND THE**  
**CITY OF FITCHBURG**  
**WASTEWATER TREATMENT FACILITIES**

**FISCAL YEARS**

**July 1, 2014 to June 30, 2015**

**July 1, 2015 to June 30, 2016**

**July 1, 2016 to June 30, 2017**

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**ARTICLE 1**  
**RECOGNITION**

The Municipal Employer recognizes the Service Employees International Union Local 888 referred to as the "Union" as the sole and exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for the following appropriate bargaining units of the City of Fitchburg.

**Successor Agreement.** Should the employer decide to enter into a public-private partnership for any or all components of the Wastewater Treatment Facility, the City will demand that the prospective Employer recognize SIEU 888 as the exclusive representative of the employees there employed and to have said employees maintain all seniority and job security and the present or a comparable level of fringe benefits.

**Included:** Senior Sanitary Engineering Aide, Lead Instrument Repairer, Equipment Repairer, Wastewater Operator, Senior Wastewater Operator, Assistant Mechanic, Senior Instrument Repairer, Senior Equipment Repairer, Instrument Repairer - Electrical, Shipper/Receiver & Inventory Control Coordinator, and Chemist.

**Excluded:** Office Manager, Senior Chemist, General Manager, Chief Engineer, Chief Maintenance Engineer, and Plant Superintendents.

**ARTICLE 2**  
**UNION DUES AND AGENCY SERVICE FEE**

**Section I**

The Union dues of employees covered by this Agreement shall be deducted each pay period from the wages of each employee who has signed an authorization form provided by the union and presented to the Treasurer of the City in accordance with the Provisions of Section 17A of Chapter 180 of the General Laws.

The bi-weekly dues check reflecting the deductions from employee's pay roll should be forwarded to the Service Employees International Union, Local 888, 529 Main Street, Suite 222, Charlestown, Massachusetts 02129, Attention; Controller.

The City agrees upon signing Agreement to provide a list of Union employees to the Union and will notify the local Union of changes, if the City is advised of changes.

## **Section 2**

All employees covered by this Agreement shall be required, as a condition of employment to make payment on or after the 30th day following the beginning of such employment or the effective date of this Agreement, whichever is later, of an Agency Service Fee to the Union. Such Agency Service Fee shall be in the amount equal to 90% of the union dues.

At the election of the employee, such agency service fee may be deducted from his/her wages upon presentation to the City of a signed authorization. Said authorization may be cancelled by sixty (60) days written notice to the City. An employee who does not authorize the City to make weekly payroll deductions as provided herein, shall make the Agency Service Fee payment directly to the Union Comptroller.

The City shall deduct and transmit to the Service Employees International Union, Local 888 Committee On Political Educations (COPE) Fund contributions from the wages of those employees who voluntarily authorize such contributions on the COPE Check-off authorization card provided by the Union. The deductions shall occur in whatever amount authorized by the employee and with the frequency specified on the COPE check-off authorization Card.

## **ARTICLE 3**

### **DISCRIMINATION AND COERCION**

There shall be no discrimination by Department Heads of the Municipal Employer against any employee because of his/her activity or membership in a Union. All parties to this Agreement agree that they shall not discriminate against any person because of race, color, sex, or age.

**ARTICLE 4**

**SENIORITY**

It is the understanding of both the City and the Union that applicable Civil Service statutes, rules and regulations take precedence over City or departmental rules and regulations.

The length of service of an employee shall determine the seniority of an employee.

In the event that Civil Service rules do not apply, the employee's length of service within the Wastewater Treatment Facilities shall be used to determine seniority, so long as no other employee's rights under Civil Service are compromised.

The principles of seniority and qualifications shall apply to all cases of promotion within the Bargaining Unit in accordance with Civil Service rules and laws.

Decreases of the work force, job reductions, lay-offs and recall shall be determined on a strict seniority basis within the proper Civil Service classification(s) in accordance with applicable Civil Service statutes, rules and regulations.

**ARTICLE 5**

**CIVIL SERVICE**

The Municipal Employer and the Union shall recognize and adhere to all applicable Federal and State laws and City ordinances, relative to seniority, promotions, transfers, discharges, removals, suspensions and other working conditions which the parties hereto are required to obey. Except as hereinafter set forth, it is not the intent of the parties to broaden the responsibilities of a party.

The Union reserves the right to represent employees, at their request, under any established procedure. Any employee who is a member of a bargaining unit and is not covered by any statute relative to the above matters shall

have recourse to the grievance procedure established by this Agreement.

The employees covered by this Agreement shall retain their Civil Service and all rights accruing to them there under which are now in effect, or may come into effect by subsequent amendment, in accordance with Chapter 31 of the General Laws of Massachusetts, other Civil Service Laws, rules and regulations.

All other benefits and/or rights enjoyed by said employees which are not governed by City Ordinance or State Law which are not in conflict with these Agreements shall remain in full force and effect.

The City agrees to remove all disciplinary memoranda from an employee's Personnel file after three (3) years if there is no recurrence or further disciplinary problems with said employee. This does not include performance evaluations or any other evaluation tool utilized by the department.

## ARTICLE 6

### INJURED EMPLOYEES

Section 1 An employee suffering an injury arising out of and in the course of his/her employment and who is forced to leave the job site because of such injury will be paid to the end of the shift.

#### Section 2

When an accident occurs, an accident report will be filed by the employee as soon as reasonably possible. This form shall be signed, copied, and verified by a witness and contain the actual facts and circumstances surrounding the accident.

## ARTICLE 7

### HOLIDAYS

#### Section 1

The following days shall be considered paid holidays, on the date of observance designated by the Mayor:

**New Year's Day  
Martin Luther King Day  
Presidents Day  
Patriots Day  
Memorial Day  
Fourth of July**

**Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day  
Day after Thanksgiving Day  
Christmas Day**

In addition to the foregoing listed holidays, any day declared by the Mayor or the Governor of the Commonwealth by official proclamation as a holiday shall be considered a paid holiday.

**Section 2**

Holiday pay shall be one day's pay computed at one fifth (1/5) of a week's pay at straight time rate. If a holiday occurs within an employee's vacation period, he/she shall receive an additional day of vacation with pay.

An employee required to work on a Holiday shall receive, in addition to his/her regular Holiday pay, an amount equal to twice his/her regular rate of pay for all hours worked.

**Section 3**

Employees who callout sick on the last scheduled day before or on the scheduled day immediately following the holiday may be required to provide a written doctor's note in order to receive sick time pay.

Example: For a Monday holiday, those employees scheduled to work Monday through Friday the week prior to the holiday may be required to provide a doctor's note in order to receive sick pay for Friday preceding the holiday or for the Tuesday immediately following the holiday. Employees scheduled to work the weekend may be required to provide a doctor's note in order to receive sick pay for the Sunday immediately preceding the holiday or for the Tuesday immediately following the holiday.

**ARTICLE 8**

**VACATIONS**

**Section 1**

Each employee regularly employed by the City shall be granted a vacation of not less than two (2) weeks (ten working days) without loss of pay in each calendar year if employed by the City for thirty (30) weeks in the aggregate during the twelve (12) months preceding the first day of June of each year.

Each full time employee continuously employed by the City shall be granted an annual vacation without loss of pay in accordance with the following:

Five to nine years	Three weeks (15 working days)
Ten to fourteen years	Four weeks (20 working days)
More than fifteen years	Five weeks (25 working days)

**Section 2**

Vacation requests shall be made by April 1 for "summer" vacations, and by September 1 for "winter" vacations, and the City shall have three (3) weeks to respond with a vacation schedule. Requests shall be in writing and shall state alternate choices. The deputy Commissioner shall determine when vacations shall be allowed, but he shall give preference to departmental seniority (i.e., Operations, Maintenance, Laboratory, Clerical) in assigning vacations. Employees shall attempt to resolve conflicts by mutual agreement. Vacation time shall be granted in time units of four (4) hours or more.

Any vacation request made in compliance with the above procedure which is denied, shall be responded to in writing with reasons for the denial.

Insofar as possible, and compatible with the needs of the Facility, all employees who are entitled to two (2) or more weeks of vacation shall be allowed to take two (2) consecutive weeks of vacation between June 1st and August 30th. Any employee may carry forward one (1) week of vacation from calendar year to calendar year. Vacations shall be granted on a calendar year basis, and the determination date for years of service shall be January 1.

Effective January 1, 1993, any employee covered by this agreement may sell back one (1) week of vacation per calendar year, provided the employee has more than two (2) weeks of vacation on January 1 of the calendar year in which he/she wishes to sell back a week. If an individual listed above opts to sell back a week of vacation, the City shall pay said employee the equivalent of one week's pay on the next convenient pay day after said request. Upon payment of said week, one (1) week shall be subtracted from the employee's accrued vacation time. Additionally, once an individual opts to sell back a vacation week, said individual shall not be eligible for another sell back for twelve (12) months following the date of payment.

Effective July 1, 2004, any employee covered by this agreement may elect to sell back (exchange) two (2) weeks Ten (10) days of vacation time per calendar year at his/her current rate of base pay, providing the employee has worked for the City of Fitchburg for five (5) years and has three (3) weeks of vacation time as of January 1, of the calendar year in which he/she wishes to sell back (exchange) aforementioned weeks.

The Deputy Commissioner may, in those cases which he/she deems to be of emergency nature, change an approved vacation, but in such case the City will reimburse the employee for any expenses justifiably incurred in reliance upon the vacation schedule.

ARTICLE 9

SICK LEAVE

All employees, except new employees when entitled thereto, shall be granted sick leave aggregating not more than fifteen (15) days in any year, exclusive of regularly scheduled days off. Sick leave allowance not used in any particular year may accumulate to 334 days for use in any subsequent year.

New employees shall be entitled to 1 1/4 days of sick leave per month to be earned on an aggregate basis from the date of their appointment until January 1 following the date of employment. January 1 following the date of appointment, they shall be credited with the number of days of sick leave they have earned up until such date, and fifteen (15) sick leave days provided to other employees.

All employees except new employees shall be credited with accumulated sick leave as of January 1 of each year. Each employee covered by this Agreement will be credited with accumulated sick leave as of January 1 of each year.

Sick leave shall be granted to all members of the bargaining unit so long as the employee notifies the designated individual in charge of the facility where he/she works.

Whenever a department head reasonably suspects an employee of abusing sick leave he/she shall issue an oral warning to such employee and a notation of such oral warning shall be placed in such employee's file. If a department head reasonably suspects an employee of abusing sick leave and such employee has received an oral warning within the preceding twelve (12) months, then the Department Head shall issue a written warning to such employee stating the grounds for the alleged abuse. The warning shall be placed into the employee's personnel file. Said written warning shall include a statement that abuse of sick leave is suspected and the next leave may be required to be verified by a physician's certificate obtained at the employee's expense.

The employee has the right to respond in writing to any such written warning and such response shall be included and maintained in the employee's personnel file.

A Doctor's certificate, obtained at the expense of the employee may be required by a department head if abuse is suspected and a written warning has been issued in accordance with the procedure set out above. A Doctor's note may also be required from an employee before returning to work any time an employee has reported out sick for five (5) or more consecutive work days. The warning procedure hereinbefore set forth shall not be subject to the grievance and arbitration procedure hereinafter set forth in this contract.

In appropriate situations, where abuse of sick leave is proven, disciplinary action may be taken. The employee shall be entitled to be heard in connection with proposed disciplinary action for abuse of sick leave.

Sick days granted on a normal eight (8) hour work day, or a ten and one-half (10 1/2) hour day will be charged as one day of sick leave. Sick leave granted on a twelve hour day will be charged as one and one half days of sick leave.

Sick leave granted on a twelve hour Sunday shall be charged as two (2) days sick leave.

#### **Personal Days**

Employees who do not use sick leave shall be granted four (4) hours of personal time for each calendar month said employees do not use sick time. Such personal time shall be cumulative to twenty (20) days (one hundred sixty hours). Any employee who does not use sick leave for twelve (12) consecutive months shall be entitled, at the end of the twelfth consecutive month, to either one additional week's pay at the regular rate plus one personal day or the total of his/her accumulated personal time. An employee electing to receive the week's pay shall not accumulate personal time as aforesaid and employees who do not use sick leave for six (6) consecutive calendar months shall be granted one (1) additional bonus personal day. Personal time shall be granted in time units of four (4) hours or more. On a case by case basis "personal time" may be issued in increments of two (2) hours or more as long as the time is at the beginning or end of the shift with the supervisor's approval.

#### **Sick Leave Buy-Back**

Upon an employee's retirement, or death, the City agrees to pay the employee, the employee's spouse, designated beneficiary, next of kin or estate, in that order unless otherwise specified in writing by the said

employee. Aforementioned employee shall be paid for all unused accumulated sick leave at a rate of thirty dollars (\$30.00)

per day, but in no case shall the City's obligation exceed more than Ten Thousand Dollars (\$10,000).

Application must be made within six (6) months of death or retirement of employment to be eligible for the payment.

**Sick Leave Bank**

1. The City agrees to cooperate in the establishment of a Sick Leave Bank effective July 1, 1996. Members eligible and willing to participate shall contribute three (3) days of accumulated sick leave initially. Thereafter, each will contribute an equal number of days until a seventy-five (75) day minimum is achieved. Members shall be eligible to participate in said bank if they have at least three (3) years of continuous employment with the city and thirty-five (35) days of accumulated sick leave at the time of their initial contribution. Only members who have contributed to the Sick leave Bank shall be eligible to receive "sick leave" time from the "Bank". Individuals who wish to participate in the Sick leave Bank must give notice of such intent to the General Manager no later than August 15, 1996 or thirty-five (35) days advance notice thereafter.
2. The Bank shall be administered by a committee of two (2) representatives appointed by the City and two (2) representatives appointed by the Union to serve one (1) year terms. This committee shall consider the eligibility of members who will be able to draw from the bank. The decisions from the Sick Leave Bank Committee are final and binding and not subject to the grievance procedure.
3. The following criteria shall be used by the Sick Leave Bank Committee in determining the eligibility of a member to draw from the Bank and determining the amount of leave time:
  - a. A member must have used up all of his/her accumulated leave.
  - b. A member must submit competent and timely evidence that a request is necessary to benefit the member who suffers uncommon, life threatening or serious and lengthy illness.
  - c. A member's prior utilization of sick leave.
4. Upon compliance with sections 3a & 3b above, and consideration of section 3c, the Sick Leave Bank committee may issue a grant of leave time days from the "bank" of no more than one-hundred (100) days in

each year.

5. The Sick Leave Bank shall maintain a minimum of seventy-five (75) days in reserve. Should the number of days fall below seventy-five (75), the members will be required to contribute additional sick leave days as indicated in Section 1. However, the total number of days held in reserve in the "Bank" shall not exceed three-hundred (300) days.

6. There shall be no use of the Sick Leave Bank for persons receiving Workers' Compensation benefits.

**Family Sick Time**

Up to five (5) days per year of sick leave may be charged against an employee's available Sick Time for the purpose of caring for members of his/her immediate Family related to illness. Immediate Family for purposes of this item shall mean husband, wife and children under the age of eighteen living at home. Use of sick leave under this item shall also preclude an employee from earning bonus personal days and the City may require a Doctor's note to confirm such illness.

**ARTICLE 10**

**EXAMINATION BY A PHYSICIAN DURING DISABILITY**

Any employee claiming benefits under Worker's Compensation shall submit to an examination at the expense of the City by a physician designated by the Municipal Employer as requested during the period of such disability.

**ARTICLE 11**

**JURY PAY**

Any employee who is absent from work because of jury duty shall be paid by the Municipal Employer, the difference between his/her regular straight time rate of pay and the payment received for jury service upon presentation of proper evidence as to jury service and the amount of compensation for such service.

**ARTICLE 12**

**WORKERS' COMPENSATION**

Any employee when disabled by an accident or injury arising from his/her employment, is entitled to file for benefits under Worker's Compensation. Any injury must be reported forthwith to the supervisor. The report of injury shall be completed in triplicate, one copy shall be retained in the employee's Personnel file and two copies forwarded to the Workers' Compensation agent for the City of Fitchburg as soon as possible.

**ARTICLE 13**

**MILITARY LEAVE**

A military leave of absence without compensation shall be granted to any permanent employee called to active duty with the Armed Forces of the United States.

A permanent employee who is a member of a reserve component of the armed forces of the United States shall be granted a leave of absence without loss of pay during his/her annual tour of duty not exceeding seventeen (17) days.

In any event, the employer shall not interfere with the rights granted employees by Title 38 of the United States Code, and without loss of pay shall take into account the payment received while on military duty.

A permanent employee who is a member of the armed forces of the Commonwealth of Massachusetts, and who is called to duty by the Governor for the purpose of repelling an invasion, suppressing an insurrection or civil disorder, or maintaining order, in the case of a public disaster or emergency, shall be granted a leave of absence without loss of pay during the period of such service. He/she shall also be granted a leave of absence without loss of pay during his/her annual tour of duty not exceeding seventeen (17) days with the armed forces of the Commonwealth of Massachusetts.

A permanent employee will not lose his/her seniority benefits if he/she is called to active duty for an extended period of time provided that he/she return to his/her job within one month of his/her honorable discharge or release from active duty and files with the Municipal Employer the certificate of a registered physician that he/she is not physically disabled or incapacitated for his/her position in the municipal service.

**ARTICLE 14**

**SPECIAL LEAVE**

Upon prior written request, employees shall be given time off without loss of pay for the following reasons:

- a. Oral and written examinations required by State or Civil Service for promotion or reclassification within the employee's department.

- b. Physical examination required by the Civil Service pertaining to the employee's department.
- c. Retirement physical examinations.
- d. Appeal hearings required by state or Civil Service in which the employee is an interested party.
- e. Hearings in Industrial Accident cases in which the employee is the injured party or is summoned as a witness therein. Any witness fees received by such employee shall be refunded to the City.
- f. Time off may be given without pay at the discretion and written approval of the Deputy Commissioner.

#### ARTICLE 15

##### EXTREMES OF WEATHER

Recognizing the importance of protecting the health and safety of its employees, the Municipal Employer will take all reasonable measures to provide such protection within the normal framework of the activity in question.

#### ARTICLE 16

##### MANAGEMENT MEETINGS

It being the intent and purpose of the parties hereto to promote harmony between the City, and its employees and to provide procedures for the prompt, peaceful, and equitable adjustment of differences which may arise, the Union shall designate a standing committee of five (5) employees covered by this Agreement, which committee shall meet with Department officials from time to time at the request of either party, for the purpose of discussing matters within or without the scope of this Agreement. The Mayor shall be notified of and shall have the right to attend such meetings.

Such meetings shall be held at a Department office, or at any other place by mutual agreement, at the convenience of both parties, if possible within ten (10) days from the date upon which such request is received. The party requesting the meeting shall submit to the other party and to the Mayor, at the time of the request, an agenda of matters to be discussed.

There shall be no deduction in pay for Union members of said committee while in attendance at such scheduled meetings. The Department Head shall notify all affected supervisors of such scheduled meetings. Failure to do so shall in no way affect the pay of said members of their right to attend such meetings.

## ARTICLE 17

### SAFETY COMMITTEE

The Municipal Employer agrees that it use diligence to avoid hazardous conditions and make every reasonable effort to eliminate any condition which might reasonably result in injury to employees, including but not limited monitoring air quality in the work place to comply with OSHA standards.

The committee shall be composed of three (3) members of the Bargaining Unit and two (2) members of Management. The Committee shall meet monthly to discuss safety matters and for the purpose of making recommendations concerning safe operations. The Safety Committee will set up a formal written orientation program for new Wastewater employees. Management and Union representatives will hold discussions to evaluate the benefits of providing defibrillators at the plants.

Whenever the Wastewater Department purchases new or used equipment, machinery or operational apparatus to be utilized by Operators or Maintenance personnel, its specifications shall be submitted to the Safety Committee and members of the Bargaining Unit for review and non-binding recommendations. The recommendations shall be submitted to the Deputy Commissioner in writing.

Prior to new and used equipment being placed into service, all Operators shall be instructed on its proper function and operation. Maintenance shall receive all necessary as-built drawings and equipment manuals to efficiently and economically maintain all critical machinery and systems.

**ARTICLE 18**

**HEALTH AND LIFE INSURANCE**

The Municipal Employer shall provide health insurance benefits to employees pursuant to the terms of the agreement negotiated by the City and the Public Employee Committee (P.E.C.) pursuant to M.G.L. c.32B, sec.19

- a. \$10,000.00 in life insurance.
- b. Hospitalization insurance, either (Blue Cross / Blue Shield) Blue Chare Elect PPO, Blue Choice, Network Blue of New England, or other similar insurance plans.

**ARTICLE 18A**

**HEALTH AND WELFARE**

- a. If Massachusetts state law mandates tetanus shots or other shots for the employees of Wastewater Treatment Facilities then the employees agree to consent to abide by such law. The City agrees to pay the cost of such shots for such employees. The managers at the Wastewater plants will maintain a file on each employee for inoculation shots. It is up to the employee to supply his/her supervisor with documentation of the procedure performed.
- b. The City agrees to have the drinking water at each of the plants tested annually and posted for drinkability. Should this water not pass the "drink ability" test, the City will provide bottled water.
- c. The City will supply each Wastewater plant with one cell phone to be used during periods of single man coverage and for emergency use only. The phone will be available to the Senior Operator on duty.

**ARTICLE 19**

**BULLETIN BOARDS**

The units shall be allowed the use of a bulletin board in the various employees' recreation areas for the posting of routine notices of unit business. It is agreed that it is improper to post denunciatory or inflammatory written material on such bulletin boards.

**ARTICLE 20**

**SUMMER EMPLOYEES**

Nothing in these agreements shall prevent, restrict, or limit the municipal employer in the continuance of its present practice relative to the hiring and employment of temporary summer employees.

**ARTICLE 21**

**EMPLOYER'S RESPONSIBILITY**

The Municipal Employer agrees to provide all material, equipment, tools and special license fees, required to perform the duties assigned to the employees covered by these agreements. However, this shall not alter current practice, and all items purchased by the City shall remain the property of the city. Management shall provide all training for new employees and current employees for any new processes before said processes are adopted. The Union agrees to cooperate with management when training new employees. Within ninety (90) days of the execution of this agreement, a committee comprised of management and labor will meet to work on Standard Operating Procedures. This Committee does not waive management's rights.

**ARTICLE 22**

**MANAGEMENT POWERS**

Management powers rest solely and exclusively with the Municipal Employer. Nothing in these agreements shall be interpreted as diminishing the right of the Municipal Employer to determine and to prescribe the methods and means by which its operation of the several departments shall be conducted, except as may otherwise be specifically spelled out in these agreements.

**ARTICLE 23**

**REOPENING PROVISIONS**

In the event that any provision of these agreements shall at any time be declared invalid by a court of competent and final jurisdiction, such decision shall not invalidate the entire agreement, it being the express intention of the parties hereto that all other provisions not so declared invalid, shall remain in full force and effect, and such provision or article so declared invalid shall be immediately opened for further negotiations by the parties hereto for the purpose of adjusting the same.

In the event that any mandatory state or federal law shall be enacted after the effective date of this Agreement which materially changes the obligations of either party hereto, the affected party shall have the option to reopen negotiations for the purpose of adjusting the same.

**ARTICLE 24**

## PROMOTIONAL TRAINING PROGRAMS

Upon prior written approval by the Deputy Commissioner, the following may be granted:

- a. Educational reimbursement and no loss of compensation for seminars, meetings, and conventions of the American Chemical Society, the Federal Water Pollution Control Series, and short courses of A.C.S., and the Massachusetts Division of Water Pollution Control, and M.W.P.C.A. quarterly meetings.
- b. All studies and courses directly job related shall be fully reimbursed by the City upon a passing grade.
- c. All other studies and courses approved by the city.
- d. Any operator who attains a Grade 6 operator's license shall receive a two percent (2%) increase in hourly wage rate.

Effective July 1, 1996, employees covered under this collective bargaining agreement, With the exception of those classified as "Senior Wastewater Operators", who possess a Grade VI, Massachusetts Wastewater License shall receive an additional two percent (2%) increase in base wages over and above their wage indicated in the table under ARTICLE 35, Wages. For those qualified employees who obtain this license after July 1, 1996, their 2% increase shall take effect on the date of official notification from the Massachusetts Department of Environmental Protection.

Effective July 1, 2004 Sr. Operator employees covered by this agreement that hold a Grade VII Massachusetts Wastewater License shall receive an additional annual stipend of Five Hundred Dollars (\$500.). For those qualified Sr. Operator employees who obtain these licenses the increase shall take effect on the date of official notification from the Massachusetts Department of Environmental Protection. Hereafter all stipends for this article will be paid in the first pay day in September each year.

This additional increase shall remain in effect only while the license is valid. Any employee accepting this increase who fails to remain in the employ of the City for six (6) months following

the possession of said license shall be liable to the City in the amount equal to the increases in salary paid to the date of separation.

- e. The City agrees to pay to each employee, the cost of annual membership in the M.W.P.C.A.
- f. For employees required by the Commonwealth of Massachusetts to receive a mandatory number of hours of contact training, the city agrees to either conduct in-service training at a city location or to reimburse employees the cost, upon successful completion, of said training.
- g. The employer agrees to reimburse the cost of lodging while attending mandated training sessions if the traveled distance exceeds 100 miles one way. In addition, when traveling to attend mandated training sessions, all mileage and the cost of meals shall be reimbursed when appropriate receipts are submitted.

Mileage will be reimbursed from the treatment plant. Meal reimbursement shall be limited to \$15.00 per person for lunch, \$25.00 per person for dinner when applicable for overnight stays. Meal reimbursement require receipts and no alcohol will be reimbursed.

Car pooling shall be utilized whenever possible when attending training classes off Wastewater premises. The City will make every attempt to supply a vehicle for commuting purposes. If a vehicles is not available, employees may use their own vehicle for car pooling purposes and shall be reimbursed. If, due to personal reasons, an employee must utilize his own car, the employee may not be eligible for mileage reimbursement.

- h. Should an employee be scheduled to work the night shift just prior to attending a mandated training session, he/she shall be exempt from working the last eight (8) hours of that shift. Should an employee be scheduled to work the 6:30 p.m. to 6:30 a.m. shift the day of training class, the employee shall be granted four (4) hours off at the beginning of said shift. Under this condition, the employee shall only receive forty (40) hours pay for the week, rather than the usual forty-two (42) hours.

## ARTICLE 25

### GRIEVANCE PROCEDURE

The Union shall select a Grievance committee and shall notify the Municipal Employer of the members thereof. The Municipal Employer will recognize only those grievance committee members of whom it has received such notification. For the purpose of this Article, working days shall be defined as Monday through Friday. Should an individual employee have a personal grievance involving the interpretation or application of this Agreement, an earnest effort shall be made to adjust such grievance immediately in the following manner:

#### Step 1

By informal conference between the aggrieved employee with or without a union representative and his/her immediate supervisor within five (5) working days of the time the employee should have become aware of the grievance.

#### Step 2

If the alleged grievance is not resolved within two (2) working days after conferring with his/her immediate supervisor, the aggrieved employee shall consult with a member of the Union's grievance committee, who shall reduce the alleged grievance, with a brief statement of the facts, in writing and deliver three (3) copies thereof to the Department Head within three (3) working days of the committee's receipt.

#### Step 3

By conference between the Department Head, the Supervisor, and no more than two (2) representatives of the Union and the aggrieved employee, within three (3) working days of receipt of the written grievance. Within five (5) working days after the conference at Step 3, the Department Head shall give a written decision to the aggrieved party.

#### Step 4

If no written decision is given, or if the written decision is not acceptable to the aggrieved employee, he/she may refer the grievance to Step 5 of the procedure within eight (8) days following the Step 3 conference, to the Mayor for his/her determination.

#### Step 5

Upon receiving the alleged grievance, the Mayor will refer the matter to such person as he/she shall designate for investigation and recommendation. The Mayor or his/her designee shall meet with no more than two (2) representatives of the Union within seven (7) days of the receipt of the grievance. The Mayor shall make his/her determination of the alleged grievance within twenty-one (21) days from the date of its receipt. The time limitations in any part of the preceding steps may be extended by agreement of the parties. The failure of the Union or the employee to process the grievance within the time limits prescribed above at any step of the grievance procedure with the person to whom the grievance should be filed at that step, shall waive the grievance. There shall be no discipline imposed without just cause.

The grievance procedure shall be effective upon execution of this Agreement.

### ARTICLE 26

#### ARBITRATION

If the Mayor's determination does not resolve the grievance, the alleged grievance shall be referred to arbitration by either party to the American Arbitration Association. Notice of the intention of either party to submit the matter to Arbitration must be given to the other party within thirty (30) days from the date of the Mayor's determination of the grievance is due or the grievance shall be waived.

The expense of arbitration shall be shared equally by the parties. The parties agree that the Union shall be represented by the President of the local or his/her designee and a staff or legal representative from the international union, or if no such representative from the international union is available, another member of the bargaining unit designated by the Union President. The Union President must notify the City two (2) business days before the scheduled hearing date, in writing to the General Manager or his/her designee, of this designated individual as *well* as any witnesses the union wishes to offer necessary testimony to the arbitrator so that the City may arrange for any

interruption in the normal operation of the department. The City shall not limit the number of staff representatives or legal representatives available to the Union. In case of emergency, the president may be replaced by his/her designee at any hearings with two (2) hours prior notice to the scheduled beginning of said hearing to the department, in order to provide the department with time to deal with any operational alterations that may be necessary to accommodate such change.

The parties shall attempt to agree on an arbitrator, but if they fail to agree on an arbitrator, an arbitrator shall be chosen in accordance with the procedures of the American Arbitration Association. The Arbitrator shall have no power to modify or amend any of the terms or conditions of this Agreement, nor shall he/she have the power to add or subtract any language from the terms of this Contract. If there is no specific language in the Agreement dealing with matters referred to the Arbitrator, the Arbitrator shall be required to return the matter to the Parties without a decision. The arbitrator shall have no power to make a decision in violation of any of the laws of the Commonwealth of Massachusetts or the United States of America.

The Arbitrator shall have no power to hear, or make any decision concerning, any matter which is subject to the jurisdiction of, or dealt with by the rules and regulations of, or laws pertaining to, the Civil Service Commission of the Commonwealth of Massachusetts. The Arbitrator shall have no power to render a decision concerning any matter subject to the jurisdiction of, or covered by the rules and regulations of, a retirement board as set forth and established by the laws of the Commonwealth of Massachusetts,

The Arbitrator shall be required to render a decision and an award. This decision should fully state the arbitrator's findings of all issues submitted together with his/her reasons there for. The Arbitrator shall render his decision within thirty (30) days from the date of submission of the case to the Arbitrator. The decision of the Arbitrator shall be final and binding upon the parties.

## ARTICLE 27

### UNIT REPRESENTATIVES

A written list of Union Stewards and/or Union Representatives shall be furnished to the Municipal Employer immediately after their designation, and the Union shall notify the Municipal Employer of any changes in such list. There shall be no more than one (1) steward designated to represent each departmental division, i.e. East Plant Operators, West Plant Operators, Maintenance, and Laboratory.

The steward in each respective department, or in his/her absence the, president or his/her designee shall be granted a reasonable amount of time off during working hours to investigate and to settle grievances. The steward, or his/her designee in his/her absence, shall be free to contact the Union President for purposes of information or directions in his/her attempts to settle any dispute that may arise.

## ARTICLE 28

### HOURS OF WORK AND OVERTIME

#### A. Hours of Work and Swaps

1. Operators: Operators will work on a rotating schedule swing shift schedule. The shift schedule as stated below in items 2 and 3 shall serve as a guideline but shall not constitute part of this contract and is not intended to bind the City to using said schedule.  
  
Operators will be allowed two (2) ten-minute work break periods and one twenty (20) minute lunch period during each eight (8) hour work period. Any operator taking a work break or lunch period must do so at his/her work area or arrange to have his/her area covered by another operator during his/her absence. Operators may not leave the Wastewater Facilities during work or lunch breaks. Operators who work the three (3) day, twelve (12) hour shift must work their full compliment of hours in order to receive two (2) additional hours at straight time. Failure to do so be it either through vacation, personal, etc., will result in the employee receiving their forty (40) hours pay only.
2. Maintenance Section: Employees will normally work eight (8) hours per day beginning at 7:00

am and terminating at 3:00 pm Monday through Friday. Maintenance section will be allowed a fifteen (15) minute work break in the morning, and a twenty (20) minute lunch break during each eight (8) hour work period.

3. Laboratory Chemists, Sanitary Engineering Aides: Laboratory Chemists and Sr. Sanitary Engineering Aides will normally work eight (8) hours per day beginning at 7:00 am and terminating at 3:00 pm.

The City may change the regular work schedules of all employees according to changing circumstances at the plants. However, except in emergencies, any proposed change shall be communicated to the Union at least fourteen (14) days prior to implementation. The Union shall have the right to comment on such schedule changes and propose alternatives. However, such right shall not prevent the implementation of the said schedule change without consent of the City.

Swaps: Swaps may be allowed if a written request is made and approved, so long as there is no resulting additional cost to the City.

When the incinerator is receiving sludge, there must be a minimum staffing of sixty (60) –man hours/day of operation or working in that capacity. When the incinerator is not receiving sludge because of a planned shutdown, there will be a staffing minimum one (1) Senior and one (1) Operator on the 6 am to 2 pm and 2 pm to 10 pm shifts. Management may assign additional duties in its discretion. The third shift Chlorine sample will be obtained at 10 pm by the shift operator for analysis by the 10 pm to 6 am shift Senior Operator.

#### **B. Overtime**

1. For all employees, except Operators and Sanitary Aides. Overtime to be paid at one and one half (1-1/2) times the regular rate of pay for all work performed after eight (8) hours, on scheduled days off, or hours worked in excess of forty (40) hours per week. Employees who work on Sundays will be paid double time their regular rate of pay. Any employee will be allowed to leave the plant for up to thirty (30) minutes to obtain food when requested to stay over after shift; for over two (2) hours.

2. For all Operator and Sanitary Aides. Overtime to be paid at one and one-half (1-1/2) times the regular rate of pay for all hours worked in excess of eight (8), on scheduled days off. Double time will be paid when operators work last scheduled day off of a given pay period. Any employee will be allowed to leave the plant for up to 30 (thirty) minutes to obtain food when requested to stay over after shift, for over two (2) hours.
3. Overtime will be distributed first to the employee with the lowest overtime hours, so long as the employee is qualified within the following divisions: Maintenance, Laboratory, Operations. Employees refusing overtime when called shall have the refusal recorded as hours worked for fair distribution purposes. Overtime eligibility shall normally be calculated on a weekly basis whenever possible to provide fair equalization. In addition, the person with the next overtime eligibility at the beginning of a new distribution period shall work no more than two shifts unless by necessity due to the unavailability of other eligible personnel.

Overtime may be required if the voluntary overtime list is exhausted and an emergency situation exists. An emergency shall be defined as a direct hazard or danger to the lives and safety of the employees working at the plant and/or an immediate danger of damage to the plant and equipment used at the plant. An emergency may also include a violation of "discharge regulations" so-called, after the plant in question has achieved compliance on a routine basis.

#### **C. Compensatory Time Off**

Any hourly employee may choose to receive compensatory time off in lieu of receiving monetary compensation for overtime worked. Compensatory time shall be limited to no more than five (5) days per year and any accumulated time must be used prior to December 31<sup>st</sup> each year. The employee must authorize by notation and signature on his/her time card that such overtime is to be placed in the "comp time" account. The City will post compensatory balances along with the monthly time off summaries. Utilization of compensatory time by employees will be treated by the City as any other time off request. An employee choosing compensatory time shall be granted

16 hours of future time off for 8 hours worked at double time and 12 hours future time off for 8 hours worked at time and one half. Compensatory time shall be granted in time units of two (2) hours or more.

## ARTICLE 29

### VACANCIES

A vacancy is an opening caused by promotion, death, retirement, resignation, transfer, discharge, or the creation of a new position.

- a. When a position covered by this Agreement becomes vacant, and if the City decides to fill the vacancy, notice of such vacancy will be posted in a conspicuous place at both East and West plants listing pay, duties, shift, and qualifications. This notice will remain posted for eleven (11) working days prior to the position being awarded. Employees interested shall apply in writing for the position within this period.
- b. If an employee is qualified, as determined by the City, then preference shall be given to the most senior qualified employee from within the Union. The City agrees that it will, where possible, promote from within its present working force.
- c. In cases where the unit does not agree that the Employer has made the correct decision as to the individual's qualifications, the disagreement may be submitted to the Waste Water Treatment Commission for a hearing or as a grievance under the Grievance Procedure established by this Agreement, under Article 25.
- d. The successful applicant shall be given a twelve (12) month provisional appointment to the new position at the applicable rate of pay. If, at any time prior to the end of the provisional period, it is determined that said employee is not qualified to perform the work, he/she shall be returned to the former position and rate of pay, and vacant position shall then be posted as stated above.
- e. Anytime the Lead Instrument Repairer and/or the Senior Equipment Repairer-East positions are vacant for more than one work day, those positions will be filled by the Instrument Repairer-Electrical and by the Equipment Repairer respectively. The Equipment Repairer selection shall be on a seniority basis and only offered to those who have held that job title for at least 2 years. In addition, the pay received by any person filling a temporary vacancy shall

be at the Grade level of the vacancy and at the same step that the individual is currently paid in his/her regular job

title. However, any time off (i.e. vacation, personal, etc.) during said period of coverage will be paid at the individual's regular job title and rate" If, with the permission of the supervisor responsible, an employee performs a job at a higher grade and the employee performs said duties for a minimum of four hours, the employee shall be compensated at the grade of the absent or vacant position and the filling-in employee's current step.

- f. Notwithstanding the above, vacancies and promotions shall not conflict with or violate Civil Service laws and rules and regulations.

### ARTICLE 30

#### REPORTING PAY AND CALL-BACK

- 1 Any employee who reports to work at the regular starting time and who has not been given at least twelve (12) hours advance notice not to report, will receive a minimum of four (4) hours straight time pay. If held to work over four (4) hours, the employees will be paid for actual time worked.
- 2 Any employee retained on duty at the expiration of his/her regularly scheduled shift or any employee who is called to work before his/her regularly scheduled shift, shall be paid one and one-half (1-1/2) times his/her basic rate of pay for his/her overtime hours worked.

If, however, an employee is not given at least eight (8) hours notice to report for work early, the employee shall be paid under the provisions of Paragraph 3. This provision shall not apply however, when an employee is physically present at the Facility prior to his/her scheduled shift and is asked to work due to an emergency condition.

- 3 Any employee recalled to work, by the employer during regularly scheduled time off, other than as provided for above, shall be paid as follows:
- a) Sundays and holidays for employees who work Monday through Friday, and the scheduled last day off for others:

- Two (2) times the basic rate, but in no case less than four (4) hours at two (2) times the basic rate.
- b) Other days:
- One and one-half (1-1/2) times the basic rate, but in no case less than four (4) hours at time and one-half (1-1/2) the basic rate.
4. When an employee is called in, pursuant to paragraph 3, he/she shall be informed of the work expected of him/her during call-in, and he/she shall be released from duty when said duty is completed, unless an emergency situation arises in the opinion of the person in charge. In no case shall an employee be paid for more than one call back during a three hour period unless the subsequent call back is due to an unrelated equipment failure.
5. According to the following guidelines, an employee who is utilizing time off shall be ineligible for overtime, unless the overtime pool for his or her division has been exhausted:
- a. For Sick Leave: an employee is ineligible for the 24 hour period starting at the beginning of each shift called in for or left from.
  - b. For Personal and Compensatory time: an employee is ineligible for the day, as defined in Article 32, taken off.
  - c. For Vacation time: an employee is ineligible from the end of the last scheduled shift prior to the start of his or her vacation time, to the start of his or her next scheduled shift following the end of his or her vacation time.
  - d. Maintenance work week starts on Monday and ends on Friday each week.

### ARTICLE 31

#### WORK PERFORMED BY SUPERVISORS

The City shall not allow any supervisory employee, not within the union's bargaining unit, to perform any bargaining unit work except in the case of an emergency or in the performance of instruction or training of employees, provided

however, supervisory personnel may perform such in cases when management is unable to secure unit personnel or such work after diligent attempts to do so.

## ARTICLE 32

### FUNERAL LEAVE

In the event of death in the immediate family of an employee, he/she shall be entitled to a reasonable period of leave from his/her regularly scheduled duties for the purpose of attending funeral services or arranging burial.

"Immediate Family" shall be construed to mean the parent, spouse, brother, sister, daughter, son, grandparents on either side, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, stepchild, niece, nephew, of an employee, or any one residing within said employee's household.

Up to three (3) days of said leave may be granted without loss of pay. Leave for this purpose shall be in addition to and not charged against, regular sick leave or vacation credits. Unless special conditions exist, said leave shall be restricted to the period beginning with the day of death and ending with the day of the funeral.

In the event of the death of an aunt or uncle of an employee, he/she shall be granted a day off to attend the funeral.

In the event of the death of an employee or a retiree of the department, three (3) members of the department shall be granted leave to attend the funeral.

For the purposes of this Article, a day shall be defined as follows:

**West Plant:**                      Shall be the 24 hour period from 7:00 am to 7:00 am.

**East Plant:**                      Shall be the 24 hour period from 6:00 am to 6:00 am.

ARTICLE 33

LONGEVITY

The City agrees to pay annually, prior to June 30 of each fiscal year, the following amounts of money to each employee for his/her years of service, years of service to be computed at the commencement of the applicable fiscal year:

<u>Years of Service</u>	<u>Annual Payment</u>
5 to 9	\$ 345.00
10 to 14	689.00
15 to 19	1,035.00
20 to 24	1,378.00
25 to 29	1,723.00
30 and over	2,067.00

Longevity payments shall be prorated on a weekly basis for those persons who are retiring.

Any employee whose anniversary date falls after the commencement of the fiscal year in which they should have been eligible to receive longevity for the first time, or an increase thereof if their anniversary date was prior to the commencement of the applicable fiscal year, shall receive the following percentages of the longevity pay or increase thereof, based on the following table:

<u>Anniversary Date</u>	<u>Percentage of Longevity Pay or Increase</u>
July 1 to September 30	75%
October 1 to December 31	50%
January 1 to March 31	25%
April 1 to June 30	0%

## ARTICLE 34

### CLOTHING

Effective upon execution of this Agreement, the City agrees to supply the following to employees for their use, while employed by the City, which materials and clothing shall remain the property of the City, and the City will maintain and clean.

- a. All safety equipment deemed necessary by the City, including rubberized gloves for use by employees.
- b. Lab workers: 10 light weight shirts, 10 light weight pants, one Ike jacket with liner, and one 3/4 length winter coat.
- c. Operators and Maintenance: 10 light weight shirts, 8 light weight pants and 4 heavy weight pants, one Ike jacket with liner, and one 3/4 length coat.
- d. The City will pay a clothing allowance of \$400 to each employee for the purchase of winter parkas, rain gear, rubber boots and approved safety shoes. It will be the responsibility of each employee to maintain these items in serviceable condition. Said clothing allowance will be paid on or about August 1<sup>st</sup> of each year.
- e. Any new hourly employee hired six (6) months or more prior to August 1<sup>st</sup> will receive a full clothing allowance immediately but will not receive the coming August 1<sup>st</sup> regular allowance. Any new hourly employee hired less than six (6) months prior to August 1<sup>st</sup> shall receive a prorated clothing allowance and then receive the full clothing allowance on August 1<sup>st</sup>. As an example, an employee beginning work on June 1<sup>st</sup> would receive two twelfths of the full allowance.
- f. Employees not wearing safety shoes or whose safety shoes are not in serviceable condition shall be given a verbal warning by the Plant Superintendent or Maintenance Engineer that the employee must correct this situation by his/her next regularly scheduled shift. This item shall be subject to progressive discipline.

**ARTICLE 35**

**WAGES AND PERFORMANCE EVALUATION**

**Wage Increases**

Effective July 1, 2014 hourly wage shall be increased 2%.

Effective July 1, 2015 hourly wage shall be increased 1%. Add new step 11 and everyone moves up one step.

Effective January 1, 2017 hourly wage shall be increased 1%.

Effective June 30, 2017 hourly wage shall be increased 1%.

**Matrix Pay Rate Scale Adjustments**

The salary matrix shall be adjusted such that the bottom two steps shall be removed and replaced with two new steps. The previous step three shall be equal to the new step one, the previous step 10 shall become the new step 8 and a new step 9 and 10 shall be added.

Those employees currently employed by the City as of the signing of this MOA, who are in either step 1 or step 2 of the "old" matrix shall have their pay adjusted to step 1 of the "new" matrix. Employees at steps 3-10 in the "old" matrix shall be adjusted two steps back in the "new" matrix. The results of the adjustment shall not result in a loss of hourly wage. As an example an employee currently classified as a step 5 in the "old" matrix shall now be a step 3 in the "new" matrix.

**Step increases for new hires**

Step increases, if earned, will be given every two years on July 1, of the odd numbered calendar years (July 2011, July 2013 etc.) New employees hired on or before June 30 of the even numbered calendar year will be eligible for a step increase the following year.

Example: (Employee hired between July 1, 2011 and June 30, 2012 shall not be eligible for a step increase until July 1, 2013, and then every two years thereafter.)

New employees hired between July 1, of the even numbered calendar year and June 30 of the odd numbered calendar years shall be eligible for their first step increase the following July, which will be an even numbered calendar year. (Example: Employees hired between July 1, 2012 and June 30, 2013 shall not be eligible for a step increase until July 1, 2014. They will then be eligible for a second step the following year

July 1, 2015 in order to be phased in to the step cycle.)

The employer may, with the approval of the Mayor, permit the recruitment of employees at a rate above Step 1 of the job group salary range for the grade concerned but not to exceed Step 5 provided however the employer shall have first determined upon request of the appointing authority that the vacant position cannot be filled at the lowest step. Recruitment of employees under this condition shall remain in effect until the position is filled but for no longer than one year unless renewed in a like manner.

Beginning July 1, 2015, all Local 888 members shall be required to enroll in direct deposit. When the City upgrades the Munis or similar payroll system, the City and the Union will meet to bargain the implementation of an electronic on line or card swipe time management system for all members.

b. **Performance Evaluation Procedures:**

1. Employees must receive the number of "Acceptable" annual performance evaluations at their present step from their supervisors as indicated on the longevity/performance based wage table in section c (below) as "Time Factor Years" in order to receive a pay increase to the next step in the assigned pay grade. Note! Employees at steps one and two are not subject to these promotional/performance evaluation procedures until they reach step three.
2. An "Acceptable performance evaluation requires a minimum total score of 300 points. A performance evaluation form will be used as the criteria for evaluating performance. Said form will be attached to this agreement as "Supplement A".
3. The first of the performance evaluations are due on July 1, 1997 and on July 1 of each year thereafter. In the event the supervisor is late in performing the employee's evaluation, the result shall be retroactive to the said anniversary date. The supervisor's failure to perform an evaluation within six (6) months of the due date shall be interpreted as an "Acceptable" performance evaluation retroactive to said anniversary date.
4. In the event an employee has been out on an extended absence for three (3) months or more, and is

still out when his/her evaluation is due, the due date shall be moved forward by the length of the absence.

5. Supervisors will make every effort to counsel and help correct performance deficiencies as soon as they become known. Each evaluation shall stand as "Acceptable" or "Unacceptable" for one year, unless overturned by the appeal process.
6. An employee may appeal an "Unacceptable" performance evaluation from his/her supervisor directly to the Deputy Commissioner by presenting evidence to the contrary within ten (10) work days of the date the employee is apprised of the "Unacceptable" evaluation. The Deputy Commissioner may overturn the "Unacceptable" evaluation. If not overturned, the employee may file an appeal, with union representation if desired, within ten (10) work days to the Mayor, who will hear the appeal and make a final determination which will not be subject to grievance or arbitration.
7. Employees who are promoted to a job title in a higher pay grade than their current grade shall have their pay adjusted to the new grade plus one step.
8. Employees who are officially demoted to a job title in a lower pay grade, shall have their pay rate adjusted to a step in the new pay grade by applying a one (1) step decrease in their current grade and then "slotting" that value to the closest step in the new pay grade where the value is not higher.

**Longevity/Performance Based Wage Table:**

**See Appendix "B"**

## ARTICLE 36

### EFFECTIVE DATE OF AGREEMENT

The Agreement shall be effective upon execution by the parties for a period, July 1, 2014 up to and including June 30, 2017 and thereafter for a successive one-year period unless one of the parties hereto on or before the 60th day prior to such termination date, or any subsequent termination thereafter, shall notify the party hereto in writing via certified mail of its desire to modify, amend, or terminate the same provided that if modification or amendment is desired, a copy will accompany said notice.

This agreement is subject to the following:

- A. Ratification by both the Mayor and the Union; and.
- B. An appropriation by the City Council of sufficient funds to fund the cost increases.

## ARTICLE 37

### REPLACEMENT OF EYEGLASSES

In the event that an employee's eyeglasses are broken during the normal performance of his/her job duties, the City shall pay for the replacement of said eyeglasses based on the following:

1. The employee must have previously submitted to the City a copy of his/her current eyeglass prescription receipt showing type of lens, type of frame and cost.
2. The employee must also have been wearing a safety retaining elastic provided by the City.
3. The damaged glasses must be presented whenever possible and;
4. The City will pay no more than current replacement cost for frames and lenses.
5. This article does not pay for the cost of any eye examination or contact lenses.
6. The City shall provide an employee with prescription safety glasses once every three (3) years with proof of prescription. The city will replace prescription safety eyeglasses after two (2) years provided an employee shows proof of a change in prescription. Cost of reimbursement not to exceed One Hundred and Eight Five Dollars (\$185.00). Personal information can be redacted on the proof of prescription if an employee has JHIPPA concerns.

## ARTICLE 38

### MATERNITY LEAVE

Upon application of the employee, a maternity leave of absence without pay shall be granted to permanent full-time female employees who have been so employed at least one (1) year before said application, said leave to commence at the time recommended by her doctor and to extend for a period not to exceed three (3) months after the birth of the child. If an employee who has been granted a maternity leave of absence in accordance with this provision shall fail to return to work upon the expiration of such leave of absence, she shall be deemed to have voluntarily terminated her employment.

### ARTICLE 39

#### RECLASSIFICATION

The City agrees to supply to the Union, copies of present job descriptions of the employees covered by this Agreement. If any changes are proposed, the parties shall meet jointly to discuss the additions, deletions, or amendments. Either Party may notify the other that it wishes to discuss this issue after July 1, 2007

### ARTICLE 40

#### SUGGESTIONS

There shall be maintained in each employee's file a record of all suggestions made by such employee. If the Union initiates and helps to work towards significant savings during the life of this Agreement, the Union may submit a proposal to the Mayor for sharing such cost saving. The Mayor will respond in writing. Any final decision of the Mayor shall not be subject to the provisions of ARTICLE 25, GRIEVANCE PROCEDURE, or ARTICLE 26, ARBITRATION.

### ARTICLE 41

#### CALL PROCEDURE

The Current call in procedure as outlined in Article 28, B.,2., with the exception of snow plowing, shall remain in full force and effect during the life of this agreement.

The call-in procedure for snow removal shall be as follows:

At the East Plant:

1. The Assistant Mechanic will be called first. If he/she is unavailable or unreachable,
2. Any other eligible and qualified person from the maintenance department (including the Clerk /Storekeeper,

Shipper/Receiver and Inventory Control Coordinator with a CDL)

3. Any eligible and qualified operator with a CDL. If no one with a CDL license is available, follow steps 2-3 for qualified individuals to plow using the pick-up. The pick-up will be used as means to keeping the roads open and passable. If the snowfall is expected to last, requiring continued plowing, Steps 1-3 shall be repeated until a truck driver can be contacted. Anyone called in for plowing duties will be paid in accordance with Article 30, and may be required to remain for the full four (4) hours call-in to assist in other snow removal duties if conditions warrant.
4. Maintenance personnel will be responsible for clearing driveways, roadways and walkways to buildings and processes. Operations will be responsible for clearing all walkways and areas associated with given process (example: Aeration basin walkway between basins, clarifier walkways, etc.) Call in procedure shall be as described in Article 41. If snow fall warrants a second individual to assist with the clearing of walkways, the Maintenance Engineer, or in his absence, the Plant Superintendent or Chief Engineer, shall be notified for approval prior to the call in.

At the West Plant, the Sr. Equipment Repairer will be called first. If, he/she is unavailable or unreachable, then steps 1-3 for the East Plant shall be followed. If needed, operators will be allowed to utilize the pick-up truck for the purpose of keeping the plant roads open and passable.

#### ARTICLE 42

#### EXAM TIME OFF

An employee actually taking the operators exam shall be granted time off during the eight (8) hours immediately preceding the exam or during testing hours, if scheduled to work.

#### ARTICLE 43

#### CITY HALL PARKING

Officers and negotiators of the union, at their option, shall be eligible to receive parking permit stickers for the City Hall parking areas in order to carry out official union business.

#### ARTICLE 44

## INCINERATOR INCENTIVE PROGRAM

Any employee that works for two (2) hours or more totally within the inside wall of the incinerator shall receive an additional \$100. hardship pay. This payment shall apply for each separate 24 hour period regardless of the number of hours or shifts an employee works during each 24 hour period. \$100. is the maximum hardship pay for any 24 hour period per employee. This benefit shall commence with the signing of this Agreement.

### ARTICLE 45

#### DAILY ACTIVITY REPORT

Hourly employees within one or within all work classification groups, will complete a brief daily activity report, as attached, when so requested by management. Activity Reports are not intended to be used for disciplinary purposes although they may be referred to during an employee's performance evaluation if applicable.

### ARTICLE 46

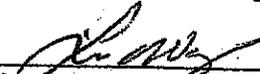
#### PRIOR TIME OFF APPROVAL

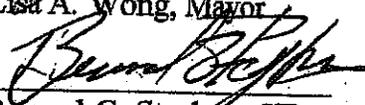
The use of the following benefits shall require prior approval from the designated supervisor or the employee shall be considered absent without permission and thus may be ineligible for compensation and may be subject to appropriate discipline: vacation time, personal time, compensatory time and shift swaps.

In witness thereof the parties hereto, set their hands and seals this

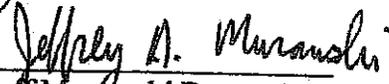
2<sup>nd</sup> day of Dec 2014

**City of Fitchburg**

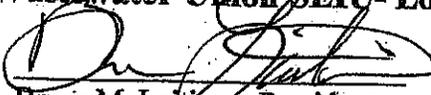
  
\_\_\_\_\_  
Lisa A. Wong, Mayor

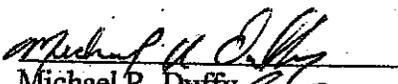
  
\_\_\_\_\_  
Bernard G. Stephens, HR

  
\_\_\_\_\_  
John Barrett, City Solicitor

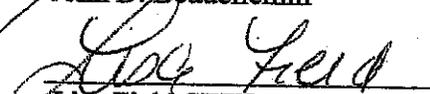
  
\_\_\_\_\_  
Jeff Murawski Deputy WW Commissioner

**Wastewater Union SEIU- Local 888**

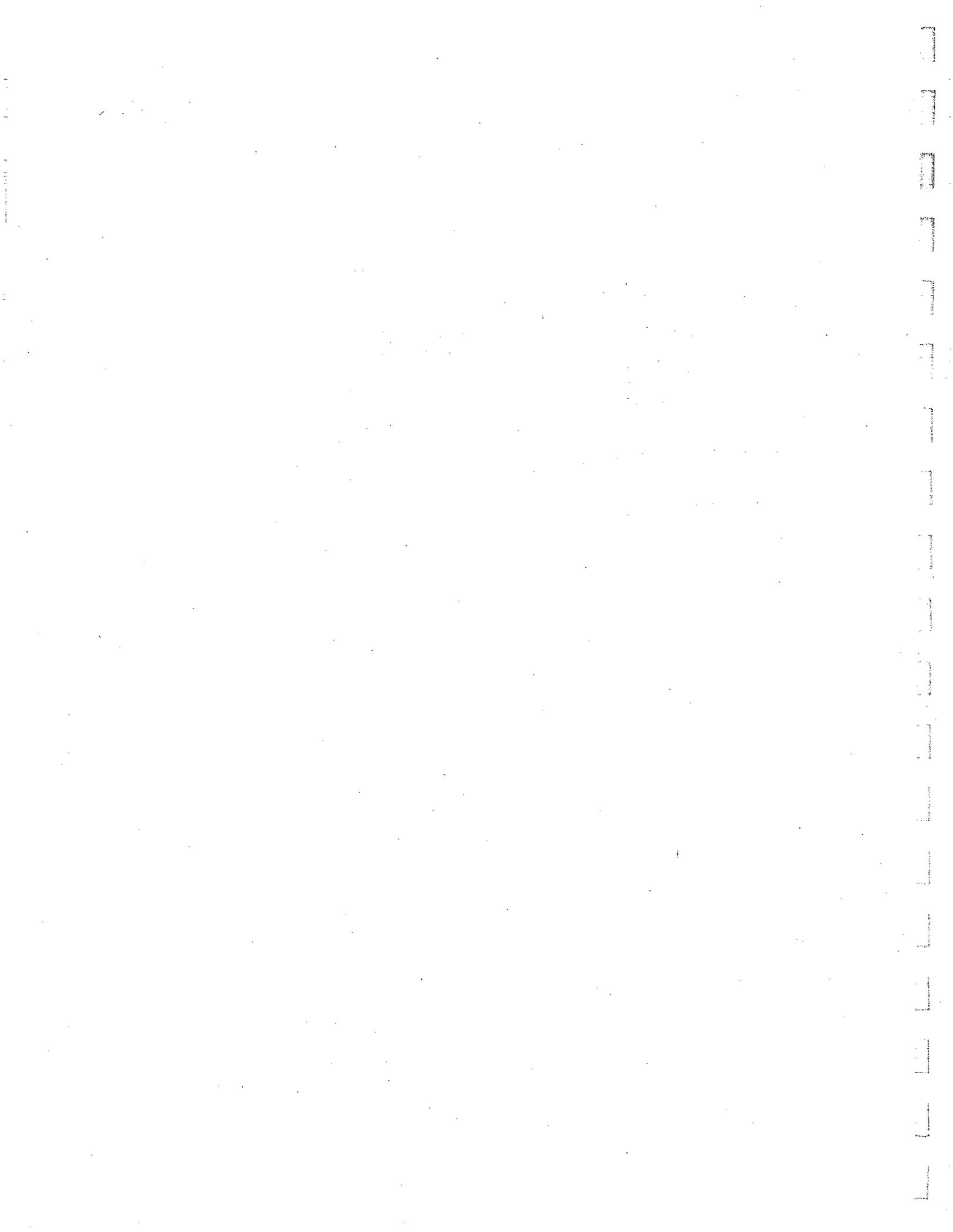
  
\_\_\_\_\_  
Bruce M. Laitinen, President

  
\_\_\_\_\_  
Michael R. Daffy

  
\_\_\_\_\_  
John D. Beauchemin

  
\_\_\_\_\_  
Lisa Field SEIU

  
\_\_\_\_\_  
Daniel Burtz



SUPPLEMENT A

EMPLOYEE PERFORMANCE EVALUATION

NAGE - Wastewater Treatment Facilities Group - Local R1-189

Employee: \_\_\_\_\_ Current Grade/Step: \_\_\_\_\_ Rate: \_\_\_\_\_

Date of Hire: \_\_\_\_\_ Last Evaluation Date: \_\_\_\_\_ Next Step Eligibility Date: \_\_\_\_\_

Evaluation Type: \_\_\_ Probation \_\_\_ Annual Evaluation Period: From \_\_\_\_\_ To \_\_\_\_\_

Note: Check the appropriate point levels which most closely describes the employee's performance. Cross out word(s) that don't apply.

<u>TEAMWORK</u>	<u>POINTS</u>	<u>COMMENTS</u>
1. Lacks spirit of cooperation and work sharing.	___ 10	
2. Difficult to work with. Prefers to work alone.	___ 20	
3. Cooperates well with others and actively participates.	___ 30	

<u>JOB KNOWLEDGE</u>	<u>POINTS</u>	<u>COMMENTS</u>
1. Has difficulty with present work. Needs additional training and/or understanding to adequately perform job.	___ 10	
2. Occasionally has difficulty with work. Should continue to acquire job knowledge and skills to perform job.	___ 20	
3. Possesses adequate understanding and knowledge to carry out assigned tasks.	___ 30	

<u>QUALITY OF WORK</u>	<u>POINTS</u>	<u>COMMENTS</u>
1. Inconsistent and often below expected requirements.	___ 10	
2. Sometimes inconsistent and occasionally below expected requirements.	___ 20	
3. Meets expected requirements.	___ 30	

<u>EFFORT AND INITIATIVE</u>	<u>POINTS</u>	<u>COMMENTS</u>
1. Makes little effort to get work done. Needs constant supervision and follow-up.	___ 10	
2. Sometimes requires extra supervision. May be slower than expected when completing assigned tasks.	___ 20	
3. Requires minimal supervision. Takes on new tasks willingly and completes them in a timely manor.	___ 30	

Employee: \_\_\_\_\_

Date: \_\_\_\_\_

Performance Evaluation (continued)

**PUNCTUALITY AND EFFICIENCY**

**POINTS**

**COMMENTS**

1. Often arrives late and/or is a chronic absentee. Is slow getting started and/or takes excessive breaks. Does not organize tasks well. Output below expectations \_\_\_\_\_ 10
2. Occasionally arrives late and/or absent. Completion of assigned tasks may be slower than expected. \_\_\_\_\_ 20
3. Is punctual and regular in attendance. Organizes tasks efficiently and work output meets expectations. \_\_\_\_\_ 30

**SAFETY**

**POINTS**

**COMMENTS**

1. Careless and unobservant. Unsafe work habits could present a danger to self and others. \_\_\_\_\_ 10
2. Occasionally ignores safety rules and proper procedures. \_\_\_\_\_ 20
3. Is well aware of proper safety procedures, is careful and exhibits good safety practices. \_\_\_\_\_ 30

**TOOLS AND PROPERTY**

**POINTS**

**COMMENTS**

1. Shows lack of respect and misuses tools, equipment and surroundings. \_\_\_\_\_ 10
2. Occasionally shows lack of respect for work place, tools and equipment. \_\_\_\_\_ 20
3. Is conscientious about the condition of tools, equipment and appearance of the work place. \_\_\_\_\_ 30

**ATTITUDE TOWARDS MANAGEMENT**

**POINTS**

**COMMENTS**

1. Usually antagonistic towards authority. Holds management and supervisors in low regard. \_\_\_\_\_ 10
2. Sometimes exhibits low regard for authority. May occasionally be argumentative. \_\_\_\_\_ 20
3. Is willing to openly and respectfully discuss disagreements and issues. \_\_\_\_\_ 30

Employee: \_\_\_\_\_

Date: \_\_\_\_\_

Performance Evaluation (continued)

**RULES AND REGULATIONS**

**POINTS**

**COMMENTS**

- 1. Shows little regard for department rules and regulations. Frequently disagrees with and/or ignores policy. \_\_\_\_\_ 10
- 2. May occasionally deviate from rules and regulations. \_\_\_\_\_ 20
- 3. Adheres to department rules and regulations. \_\_\_\_\_ 30

**CARRYING OUT INSTRUCTIONS**

**POINTS**

**COMMENTS**

- 1. Exhibits deficiency in understanding and completing specific assignments. \_\_\_\_\_ 10
- 2. Occasionally misses objective even though putting forth a sincere effort. \_\_\_\_\_ 20
- 3. Accurately carries out instructions. Does not hesitate to seek clarification from supervisor if there is uncertainty or disagreement. Meets expected level of results. \_\_\_\_\_ 30

\_\_\_\_\_ **TOTAL POINTS SCORED**

**General**

**Comments:** \_\_\_\_\_

**ADVANCEMENT TO NEXT STEP:**    \_\_\_\_\_ **RECOMMENDED**            \_\_\_\_\_ **NOT RECOMMENDED**

**SIGNATURES:**

**EMPLOYEE** \_\_\_\_\_

**DATE** \_\_\_\_\_

**SUPERVISOR** \_\_\_\_\_

**DATE** \_\_\_\_\_

**ACCEPTED BY**  
**DEPARTMENT HEAD** \_\_\_\_\_

**DATE** \_\_\_\_\_

UNION GROUP SEIU 888 WASTEWATER TREATMENT FACILITIES GROUP

FY 2015 7/1/14 2%  
 FY 2016 7/1/15 1%  
 FY 2017 6/30/17 1%

FY 2015 7/1/14 2%  
 FY 2016 7/1/15 1%  
 FY 2017 6/30/17 1%

PERFORMANCE BASED PAY RATE SCALE

GRADES	TITLES	Step Levels										new step XI	
		Years in Step											
		I	II	III	IV	V	VI	VII	VIII	IX	X	XI	
		2	2	2	2	2	2	2	2	2	2	N/A	
	EFFECTIVE												
WW4	Assistant Mechanic	7/1/2014	17.78	18.29	18.82	19.37	19.94	20.54	21.18	21.82	22.47	23.14	23.83
		7/1/2015	17.96	18.47	19.01	19.56	20.14	20.75	21.39	22.04	22.69	23.37	24.07
		1/1/2017	18.14	18.65	19.20	19.76	20.34	20.96	21.60	22.26	22.92	23.60	24.31
		6/30/2017	18.32	18.84	19.39	19.96	20.54	21.17	21.82	22.48	23.15	23.84	24.55
WW6	Wastewater Operator	7/1/2014	18.73	19.30	19.88	20.47	21.08	21.74	22.40	23.10	23.80	24.51	25.25
		7/1/2015	18.92	19.49	20.08	20.67	21.29	21.96	22.62	23.33	24.04	24.76	25.50
		1/1/2017	19.11	19.68	20.28	20.88	21.50	22.18	22.85	23.56	24.28	25.01	25.76
		6/30/2017	19.30	19.88	20.48	21.09	21.72	22.40	23.08	23.80	24.52	25.26	26.02
WW7	Ship/Recv Inventory Control	7/1/2014	19.17	19.76	20.35	20.97	21.60	22.28	22.96	23.68	24.40	25.12	25.87
		7/1/2015	19.36	19.96	20.55	21.18	21.82	22.50	23.19	23.92	24.64	25.37	26.13
		1/1/2017	19.55	20.16	20.76	21.39	22.04	22.73	23.42	24.16	24.89	25.62	26.39
		6/30/2017	19.75	20.36	20.97	21.60	22.26	22.96	23.65	24.40	25.14	25.88	26.65
WW8	Equipment Repairer	7/1/2014	19.81	20.43	21.05	21.70	22.36	23.05	23.76	24.50	25.23	25.99	26.77
		7/1/2015	20.01	20.63	21.26	21.92	22.58	23.28	24.00	24.75	25.48	26.25	27.04
		1/1/2017	20.21	20.84	21.47	22.14	22.81	23.51	24.24	25.00	25.73	26.51	27.31
		6/30/2017	20.41	21.05	21.68	22.36	23.04	23.75	24.48	25.25	25.99	26.78	27.58
WW9	Sr. Sanitary Eng. Aide	7/1/2014	20.02	20.66	21.28	21.94	22.61	23.32	24.04	24.79	25.53	26.30	27.09
		7/1/2015	20.22	20.87	21.49	22.16	22.84	23.55	24.28	25.04	25.79	26.56	27.36
		1/1/2017	20.42	21.08	21.70	22.38	23.07	23.79	24.52	25.29	26.05	26.83	27.63
		6/30/2017	20.62	21.29	21.92	22.60	23.30	24.03	24.77	25.54	26.31	27.10	27.91
WW10	Sr. Wastewater Operator	7/1/2014	21.72	22.40	23.10	23.83	24.58	25.37	26.18	27.02	27.83	28.66	29.52
		7/1/2015	21.94	22.62	23.33	24.07	24.83	25.62	26.44	27.29	28.11	28.95	29.82
		1/1/2017	22.16	22.85	23.56	24.31	25.08	25.88	26.70	27.56	28.39	29.24	30.12
		6/30/2017	22.38	23.08	23.80	24.55	25.33	26.14	26.97	27.84	28.67	29.53	30.42
WW11	null												
	(Sr. Equipment Repairer moved to WW14)												
WW12	Instrument Repairer Electrical	7/1/2014	23.35	24.11	24.88	25.67	26.50	27.36	28.25	29.17	30.05	30.95	31.88
		7/1/2015	23.58	24.36	25.13	25.93	26.77	27.63	28.53	29.46	30.35	31.26	32.20
		1/1/2017	23.82	24.59	25.38	26.19	27.04	27.91	28.82	29.75	30.65	31.57	32.52
		6/30/2017	24.06	24.84	25.63	26.45	27.31	28.19	29.11	30.06	30.96	31.89	32.85
WW13	Chemist	7/1/2014	23.50	24.27	25.03	25.84	26.68	27.54	28.43	29.34	30.23	31.14	32.07
		7/1/2015	23.74	24.51	25.28	26.10	26.95	27.82	28.71	29.63	30.53	31.45	32.39
		1/1/2017	23.98	24.76	25.53	26.36	27.22	28.10	29.00	29.93	30.84	31.76	32.71
		6/30/2017	24.22	25.01	25.79	26.62	27.49	28.38	29.29	30.23	31.15	32.08	33.04
WW14	Lead Instrument Repairer	7/1/2014	25.55	26.41	27.26	28.15	29.08	30.04	31.04	32.08	33.04	34.04	35.06
		7/1/2015	25.81	26.67	27.53	28.43	29.37	30.34	31.35	32.40	33.37	34.38	35.41
		1/1/2017	26.07	26.94	27.81	28.71	29.66	30.64	31.66	32.72	33.70	34.72	35.76
		6/30/2017	26.33	27.21	28.09	29.00	29.96	30.95	31.98	33.05	34.04	35.07	36.12

**DAILY ACTIVITY REPORT**  
**FITCHBURG WASTEWATER DEPARTMENT**

Name \_\_\_\_\_

Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Shift Start Time \_\_\_\_\_ a.m. / p.m.

Time Slot	Plant	What I Worked On Today
0 - 0.5 Hr		
0.5 - 1 Hr		
1 - 1.5 Hr		
1.5 - 2 Hr		
2 - 2.5 Hr		
2.5 - 3 Hr		
3 - 3.5 Hr		
3.5 - 4 Hr		
4 - 4.5 Hr		
4.5 - 5 Hr		
5 - 5.5 Hr		
5.5 - 6 Hr		
6 - 6.5 Hr		
6.5 - 7 Hr		
7 - 7.5 Hr		
7.5 - 8 Hr		
8 - 8.5 Hr		
8.5 - 9 Hr		
9 - 9.5 Hr		
9.5 - 10 Hr		
10 - 10.5 Hr		
10.5 - 11 Hr		
11 - 11.5 Hr		
11.5 - 12 Hr		

# MEMORANDUM OF AGREEMENT

BETWEEN

THE CITY OF FITCHBURG

THE WASTEWATER TREATMENT FACILITY UNION, LOCAL 888 SEIU

 This Memorandum of Agreement ("the Agreement") is entered on this day of 21<sup>st</sup> December November, 2014 between the City of Fitchburg ("City") and the Wastewater Treatment Facility Union Local 888 (SEIU);

WHEREAS, the City and SEIU have been engaging in negotiations over terms for a successor Collective Bargaining Agreement to succeed the Collective Bargaining Agreement between the parties covering the period July 1, 2011 through June 30, 2014;

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties mutually agree that the provisions as outlined below shall be incorporated into a successor Collective Bargaining Agreement covering the period July 1, 2014 to June 30, 2017 and shall replace any language in the previous Agreement where language for such Article or Section is included herein. Said Collective Bargaining Agreement shall remain in force and effect; provided that the wage increase set forth below at Item #1 shall be implemented upon ratification and funding vote of the City Council. All changes shall become effective as of the date of signing of this Agreement, except as otherwise specified.

Specific language changes to the previous Agreement are as follows:

**1. ARTICLE 7: HOLIDAYS, SECTION 3:**

Delete section regarding Senior Sanitary Engineering Aide.

**2. ARTICLE 21: EMPLOYER'S RESPONSIBILITY:**

Add new paragraph that reads: "Management shall provide all training for new employees and current employees for any new processes before said processes are adopted. The Union agrees to cooperate with management when training new employees. Within ninety (90) days of the execution of this agreement, a committee comprised of management and labor will meet to work on Standard Operating Procedures. This Committee does not waive management's rights.

**3. ARTICLE 24: PROMOTIONAL TRAINING PROGRAMS, PARAGRAPH d:**

Change "Grade 5" to "Grade 6".

- 4. ARTICLE 24: PROMOTIONAL TRAINING PROGRAMS:**  
Change second sentence to read: "Meal reimbursement shall be limited to \$15.00 per person for lunch, \$25.00 per person for dinner when applicable for overnight stays." Add the following sentence: "Meal reimbursement require receipts and no alcohol will be reimbursed."
- 5. ARTICLE 28: HOURS OF WORK:**  
Change hours of work for Chemist and Senior Sanitary Engineering Aide to M-F, 7:00 AM to 3:00 PM.
- 6. ARTICLE 28: HOURS OF WORK:**  
Add separate paragraph (#4) to include last paragraph of #3 beginning with "The City may change the regular work schedules..." and re-number the subsequent sections.
- 7. ARTICLE 28: HOURS OF WORK:**  
Eliminate section regarding pager assignment and compensation. The Senior Repairer will be moved to WW14.
- 8. ARTICLE 29: VACANCIES:**  
Modify the sentence starting with "The Equipment Repairer selection shall be on a seniority basis" to read "The Equipment Repairer selection shall be on a seniority basis and only offered to those who have held that job title for at least two years.
- 9. ARTICLE 29: VACANCIES:**  
Add the following paragraph: "If, with the permission of the supervisor responsible, an employee performs a job at a higher grade and the employee performs said duties for a minimum of four hours, the employee shall be compensated at the grade of the absent or vacant position and the filling-in employee's current step."
- 10. ARTICLE 35: WAGES AND PERFORMANCE EVALUATIONS**  
The attached salary grid reflects increases across the board as follows:  
July 1, 2014 by 2%  
July 1, 2015 by 1% (Add new step 11 and everyone moves one step)  
January 1, 2017 by 1%  
June 30, 2017 by 1%
- 11. ARTICLE 35: WAGES AND PERFORMANCE EVALUATION:**

Add the following paragraph: "The employer may, with the approval of the Mayor, permit the recruitment of employees at a rate above Step 1 of the job group salary range for the grade concerned but not to exceed step 5 provided however that the employer shall have first determined upon request of the appointing authority that a vacant position cannot be filled at the lowest step. Recruitment of employees under this condition shall remain in effect until the position is filled but for no longer than one year unless renewed in a like manner."

**12. ARTICLE 35: WAGES AND PERFORMANCE EVALUATION:**

Add the following paragraph: "Beginning July 1, 2015, all Local 888 members shall be required to enroll in direct deposit. When the City upgrades the Munis or similar payroll system, the City and the Union will meet to bargain the implementation of an electronic on-line or card swipe time management system for all members."

**13. ARTICLE 35: WAGES AND PERFORMANCE EVALUATION, SECTION B 7:**

Modify sentence to read: "Employees who are promoted to a job title in a higher pay grade than their current grade shall have their pay adjusted to the new grade plus one step."

**14. ARTICLE 36: EFFECTIVE DATE OF AGREEMENT:**

This Agreement shall be effective upon execution by the for a period July 1, 2014 up to and including June 30, 2017 and thereafter for a successive one-year period unless one of the parties hereto on or before the 60th day prior to such termination date, or any subsequent termination thereafter, shall notify the party hereto in writing via certified mail of its desire to modify, amend, or terminate the same provided that if modification or amendment is desired, a copy will accompany said notice.

**15. ARTICLE 37: REPLACEMENT OF EYEGLASSES:**

Add sentence to last section stating: "Personal information can be redacted on the proof of prescription of an employee has HIPPA concerns."

**Blank**