



MEMORANDUM OF AGREEMENT
Between the
CITY OF FITCHBURG, MA
And the
MASSACHUSETTS LABORERS' DISTRICT COUNCIL
LOCAL 39
February 24, 2018



The City of Fitchburg (the "**City**") and the Massachusetts Laborers' District Council, Local 39, (the "**Union**"), collectively referred to as the "**Parties**," have concluded negotiations over changes to the terms for the successor Collective Bargaining Agreement between the Parties covering the period of fiscal years July 1, 2017 through June 30, 2020 and agree to extend their 2015 – 2017 Collective Bargaining Agreement ("CBA") from July 1, 2017 through June 30, 2020, in all respects, except as modified by this Memorandum of Agreement. All changes shall become effective as of the date specified or effective as of the date of this Agreement should no date be specified. The Parties agree to the following modifications:

1. COLLECTIVE BARGAINING AGREEMENT DOCUMENT

The current CBA document shall be reformatted, replacing Roman numerals with Arabic numbers and all grammatical errors shall be corrected. Current Article numbers shall be adjusted to allow for the addition of new Articles set forth in this MOA. Upon the signing of this MOA, a preliminary revised document shall be submitted to the Union for review and approval prior to signing.

2. ARTICLE 8, VACATION, p. 10

- a. *Eliminate* all paragraphs in current CBA related to vacation accrual and usage.
- b. *Replace* with new vacation and accrual matrix which appears as an Appendix to this Memorandum of Agreement.

3. ARTICLE 9, SICK LEAVE, p. 11

- a. *Eliminate* the following from current CBA: "No unit member shall be allowed to book out for less than two (2) hours of personal time."
- b. *Replace* with the following: "No unit member shall be allowed to book out for less than two (2) hours of personal or sick time."
- c. *Add* the following: "Employees covered by this Agreement shall have the option of utilizing sick or personal leave when calling in sick."

4. ARTICLE 12, WORKER'S COMPENSATION, p. 16

- a. *Eliminate* all language related to Worker's Compensation in the current CBA.
- b. *Replace* with the following:

"The City agrees to fully comply with all local, state and federal Worker's Compensation laws. At the option and request of the employee, the City will calculate, process and include the difference between the Worker's Compensation amount and the employee's regular base bi-weekly pay in accordance with the City's bi-weekly payroll processes and policies. The equivalent amount of time shall be deducted from the employee's accrued vacation, personal or sick time. If the employee elects to use sick time to offset the Worker's Compensation amount, s/he will not accrue personal time. If the City or the Department of Industrial Accidents recognizes liability, an employee shall not lose seniority, vacation, sick leave accrual or other benefits while on Worker's Compensation, however, in no event should vacation, sick or personal leave or other benefits accrue after the second year of absence."

5. (NEW) ARTICLE 13, FAMILY MEDICAL LEAVE ACT (FMLA)

The City agrees to fully comply with all local, state and federal laws related to the Family Medical Leave Act (FMLA) of 1993, as amended.

6. ARTICLE 14, MILITARY LEAVE, p. 16

The City agrees to fully comply with all local, state and federal laws related to the Uniformed Services Employment and Reemployment Rights Act (USERRA) of 1994, as amended.

7. ARTICLE 17, SAFETY COMMITTEE/PROFESSIONAL STANDARDS AND SAFETY STIPEND, p. 19

Section 17.1, Safety Committee

The Parties agree to resume the activities of the established Safety Committee as follows:

1. Meetings will be held quarterly, with minutes of meeting to be recorded and submitted to the Commissioner of the Department of Public Works (DPW) within two (2) weeks of meeting date.
2. The DPW Commissioner shall serve as the Co-Chairperson of the Safety Committee. A second Co-Chairperson shall be selected and appointed by the Union.
3. The agenda for such meeting shall be determined and set by the DPW Commissioner.
4. All action items to be completed must be done within a prescribed amount of time to be determined by the recommendations of the Committee and acceptance by the City.
5. The actions and activities of the Safety Committee will adhere to the guidelines and requirements set forth by Massachusetts Interlocal Insurance Association (MIIA).

Section 17.2, Professional Standards and Safety Stipend

The Parties agree to implement a Professional and Safety Standards stipend, in the amount of \$1,000 per applicable employee covered by this Agreement, provided compliance with all provisions related to such stipend. The period of eligibility shall become effective for the contract year beginning July 1, 2018 and shall be paid on an annual basis each contract year thereafter, so long as all provisions are complied with and completed. No stipend shall be paid by individual item.

A. The provisions are as follows:

1. All Local 39 employees will be required to obtain an OSHA 10 certification within six (6) months of the effective date of this Agreement.
2. The City reserves the right to install GPS in all appropriate and applicable City vehicles utilized by members covered by this Agreement.
3. The City shall implement random drug and alcohol testing for all non-Department of Transportation (DOT)/Federal Motor Carrier Safety Administration (FMCSA) employees covered by this Agreement.
4. Employees will maintain their cell phone and use it consistent with the policies set forth by the City, Safety Committee and new Article ##, Cell Phone Usage Policy.
5. Employees holding Commercial Driver's Licenses (CDL's) shall comply with all Department of Transportation (DOT)/Federal Motor Carrier Safety Administration (FMCSA) and City rules, regulations and policies. The DOT policy rules and regulations shall be distributed to all CDL holders, current and future, and will require a signed acknowledgment of said policy.

- B.** Payments of said stipend shall be made collectively, in a quarter to be chosen by the Union and a week within such quarter to be chosen by the City. Such payments shall be made separate from the regular bi-weekly payroll process and shall coincide with a schedule already established by the City for payment of non-payroll week stipends and/or incentives. Said quarter, once selected by the Union, shall remain constant for all subsequent, annual payments. The payment of said stipend shall be subject to retirement accrual.

8. NEW ARTICLE 18, GLOBAL POSITIONING SYSTEM (GPS)

The Parties agree to the installation and implementation of GPS in all appropriate and applicable vehicles utilized by employees covered by this Agreement. The City reserves the right to determine the date of such installation and implementation, however, said installation shall be no earlier than July 1, 2018. Such implementation shall begin only after installation has taken place in all applicable City/DPW vehicles.

The following are the specifics of the GPS policy, as it relates to employees and the City:

A. Purpose

1. To track employees where there is a legitimate business reason for doing so, such as to manage a fleet of vehicles efficiently or to allocate service personnel to meet the varying needs of a specific geographic region;
2. Provide data for planning and verifying routes (i.e., snow plowing, street sweeping, etc.);
3. Track vehicle/equipment location to increase efficiency for plowing, paving, etc.;
4. Check vehicle speed, starts and stops;
5. Complaint resolution (damage to cars, property).

B. Discipline

It is understood that disciplinary actions against and excessive monitoring of employees is not the primary purposes of the GPS equipment but GPS information may be used to discipline employees.

Supervisors will be monitoring GPS information on an ongoing basis and that information may be used for disciplinary purposes consistent with this article. Once the GPS information is recorded and stored electronically, the City of Fitchburg/Department of Public Works agrees that it shall not systematically or without prompting review or audit previously recorded GPS information available through the system for disciplinary purposes.

Any minor infraction, such as "idling", "off-route" and "unauthorized use" that in any part is verified by the use of GPS will not count as a first offense for the purposes of progressive discipline until the employee has received at least one (1) warning. Such infraction will result in counseling of the employee by management. Repeat offenders for minor infractions will be subject to progressive discipline. In contrast, significant or major infractions may result in discipline for the first offense.

C. Information

The Parties agree that information obtained by GPS will generally be used for guidance and instructional purposes. It is agreed that the information contained in and derived from and GPS reports shall not be disclosed to any third party, except in a disciplinary proceeding or as required by law or contract, or as may be necessary to defend an employee for any alleged misconduct.

D. Evaluation

The Parties agree to meet on an ongoing basis to discuss the implementation and use of the GPS system. The Union agrees that the City has fulfilled any bargaining obligation it may have had regarding the implementation of GPS.

9. ARTICLE 19, HEALTH and WELFARE, p. 21

The Parties have agreed to revise items related to this Article as follows:

Eliminate the following language in the current CBA:

- A. The Municipal Employer shall provide health and life insurance benefits to employees pursuant to the terms of the Agreement negotiated by the City and the Public Employee Committee (PEC) pursuant to M.G.L. c 32B, §19, as follows:

MOA, CITY OF FITCHBURG, MA & MLDC/LOCAL 39, Article 19, Health and Welfare, continued:

- \$10,000 in Life Insurance.
- Medical/Hospitalization Insurance: The City currently offers Master Health, Fallon Health Select and Fallon Direct Programs. The City agrees to offer these current plans or other similar insurance plans.

B. The City currently offers the following programs and voluntary benefits available through payroll deduction and with the employee responsible for all premium payments:

- Additional Life Insurance
- Dental Insurance
- Accidental Death and Dismemberment Insurance
- Deferred Annuities
- U.S. Savings Bonds
- Credit Union

The Employer agrees to establish an Insurance Committee pursuant to M.G.L. c. 32B, §3. This City wide advisory committee shall meet from time to time as necessary to review additions or changes in coverage and plans.

Replace with the following:

Pursuant to M.G.L. 32B, §19 and the terms of the Agreement negotiated between the City and the Public Employee Committee (PEC), as amended, the City shall provide employees with the following:

- A.**
- 1.** Medical Insurance, either Blue Cross/Blue Shield with options of Blue Care Elect, Blue Choice, HMO Blue or another similar insurance plan.
 - Premiums costs shall be paid by the City at either seventy percent (70%) or seventy-five percent (75%) and thirty percent (30%) or twenty-five percent (25%) to be paid by the employee, dependent upon which plan the employee selects.
 - 2.** Life Insurance in the amount of fifteen thousand dollars (\$15,000).
 - Premium costs of which shall be paid at seventy-five percent (75%) paid by the City and twenty-five percent (25%) paid by the employee. The employee has the option of purchasing additional life insurance and shall pay one hundred percent (100%) of all premium costs.
- B.** The City currently offers the following programs and *voluntary benefits available through payroll deduction. Premium costs for such benefits shall be paid by the employee at one hundred percent (100%).
- Accidental Insurance
 - Additional Life Insurance
 - Cancer Insurance
 - Critical Illness Insurance
 - Dental Insurance
 - Deferred Annuities
 - Medical Bridge Insurance
 - Short Term Disability Insurance

*Insurance Benefits currently provided by Colonial Life; Deferred Annuities currently provided by VOYA.

10. ARTICLE 31, OVERTIME, p. 30

a. **Eliminate** the following Paragraphs five (5) and six (6) in current CBA:

5. Overtime shall be impartially distributed among personnel in each division who ordinarily perform such work in the normal course of their work week. When, in the case of emergency, it is necessary to call in personnel from areas other than the area in which the employee normally performs such work, these employees shall be released from their duties first when the workload lessens.

MOA, CITY OF FITCHBURG, MA & MLDC/LOCAL 39, Article 31, Overtime, continued:

6. Overtime shall be distributed on a seniority basis by classification in each division where overtime is required except in the Wastewater/Sewer Division. Starting with Working Foreman General Foreman and progressing in the following order to: Special Motor Equipment Operator, Heavy/Special Motor Equipment Operator, Light Motor Equipment Operator for all work associated with snow and ice removal and/or maintenance, Civic Days activities and Community Cleanup Days.

In the Wastewater/Sewer Division, overtime shall be distributed on a seniority basis, starting with Sewer Collections, Sewer Operators, followed by Collection Systems Operators. All other overtime shall be distributed by seniority utilizing best management practices to assign tasks by skill and qualification level required to efficiently and successfully complete the work required.

b. **Replace** paragraphs 5, 6 and 7 with the following:

1. Overtime shall be assigned first to the Division which is primarily responsible for and ordinarily performs such work in the regular and normal course of its work week.
2. Snow and ice overtime shall be distributed among DPW Divisions as follows:
 - Group One: Highway/Streets
 - Group Two: Cemetery, Parks, Wastewater and Water
3. Overtime shall be distributed based upon grade, seniority and appropriate qualifications, in the following order:
 - General Foreman
 - Working Foreman
 - Special Motor Equipment Operator
 - Heavy/Special Motor Equipment Operator
 - Light Motor Equipment Operator
4. Nothing herein shall require the City to task or assign overtime hours to unqualified individuals nor shall any overlap between the duties and responsibilities provided by MLDC/Local 39 and any other Union membership be permitted.

11. ARTICLE 35, BEREAVEMENT, p. 35

The Parties agree to amend the definition of "immediate family" to include son-in-law and daughter-in-law.

12. ARTICLE 36, DRESS CODE/CLOTHING ALLOWANCE STIPEND, p. 36

The Parties have agreed to process clothing allowance payments to eligible employees covered by this Agreement in a payment separate from the regular bi-weekly payroll process.

a. **ELIMINATE** the following sentence from paragraph three (3) in the current CBA:

"This amount shall be paid to each employee no later than September 30, each fiscal year."

b. **REPLACE** with the following:

"Payments of said stipend shall be made collectively, in a quarter to be chosen by the Union and a week within such quarter to be chosen by the City. Such payments shall be made separate from the regular bi-weekly payroll process and shall coincide with a schedule already established by the City for payment of non-payroll week stipends and/or incentives. Said quarter, once selected by the Union, shall remain constant for all subsequent, annual payments. The payment of said stipend shall continue to be subject to retirement accrual."

13. ARTICLE 37, WAGES AND LONGEVITY, p. 37

The Parties have agreed to the following:

Section 37.1 Wages

ELIMINATE all language in current CBA related to wages.

MOA, CITY OF FITCHBURG, MA & MLDC/LOCAL 39, Article 37, Wages and Longevity, continued:

REPLACE with the following:

1. a. A 1% wage increase shall become effective July 1, 2017.
- b. A 1% wage increase shall become effective July 1, 2018.
- c. A 2% wage increase shall become effective July 1, 2019.

Steps 1 and 2 shall be eliminated from the Wage Matrix and a new Step 10 shall be added. The steps have been renumbered in the Wage Matrix, eliminating Steps 1 and 2, so that the former Step 3 shall become the new Step 1, the former Step 4 shall become the new Step 2 and so forth. All employees' current steps shall be renumbered accordingly. Employees shall receive step increases as scheduled in the current wage matrix. The new wage matrix and new rates of all members shall appear as an Appendix to this MOA. Wages will be retroactive to July 1, 2017, unless specifically provided for.

2. All employees covered by this Agreement are required to be enrolled in direct deposit.
3. The City shall upgrade and implement an electronic online time management system, with MUNIS or a similar payroll/timekeeping system. Such system will track and manage all hours worked, vacation, personal and sick time.
4. The City has provided job descriptions, which appear as Appendices to this MOA, for the new positions of General Foreman in the following Divisions:
 - Cemetery
 - Parks
 - Streets/Highway
 - Wastewater
 - Water
5. The Parties have agreed, as of January 23, 2018, to remove the Heavy Motor Equipment Repairman/Emergency Vehicle Technician (HMER/EVT) position from the MLDC/Local 39 Union. This position shall be transferred to the Firefighters/IAFF 3128 bargaining unit.
6. The position of Laborer has been reinstated on the wage matrix, to allow for any potential disciplinary demotion of a member in the Light Motor Equipment Operator (LMEO) position.

Section 37.2 Longevity

The Parties agree to continue to pay current employees on an annual basis, prior to June 30th of each year as indicated by the longevity schedule contained in the current CBA. Such employees shall be grandfathered for said payments and shall continue to receive longevity payments as per the payment schedule previously established within the existing CBA. The Parties further agree that longevity shall not be paid to employees hired on or the effective date of this Agreement. All other items in said Article shall remain as stated.

Section 37.3 Shift Differential

The Parties have agreed to a single shift differential of \$0.75 per hour. As such:

ELIMINATE the following from the current CBA:

- "Any employee who works between the hours of 3:00 PM and 11:00 PM on any day shall be paid a twenty-five cent (\$0.25) per hour (night) shift differential."
- "Any employee who works between the hours of 11:00 PM and 7:00 AM on any day shall be paid a thirty-five cent (\$0.35) per hour (night) shift differential."

REPLACE with the following:

- "Any employee who works between the hours of 3:00 PM and 7:00 AM shall be paid a seventy-five cent (\$0.75) per hour shift differential."

Section 37.4 Working out of Classification

The Parties agree to an increase of a working out of classification stipend from ten dollars (\$10) per day to fifteen dollars (\$15) per day. As such, the following changes shall be made to the current CBA language:

a. **ELIMINATE** all language in the current CBA related to Working out of Classification.

b. **REPLACE** with the following:

1. Effective with the date of this Agreement, an employee, working as a Working Foreman from a lower grade classification, shall be paid additional compensation of fifteen dollars (\$15) per day for working "out of class". This additional compensation shall apply only to an employee working as a Working Foreman or higher classification.

2. A "crew" shall consist of one or more employees working under the supervision and direction of another employee. Said leader shall be "out of class" pay. Such pay will not be applied retroactively and shall take effect as per the date of this Agreement.

Section 37.5 Promotions

The Parties have agreed that the wage rate of a promotion shall not be less than the employee's base rate plus the daily working out class stipend.

14. ARTICLE 39, EFFECTIVE DATE OF AGREEMENT, p. 41

a. **ELIMINATE** dates, July 1, 2014 – June 30, 2017 in current CBA and **REPLACE** with July 1, 2017 – June 30, 2020.

15. ARTICLE 40, EDUCATIONAL BENEFITS, p. 42

a. **ELIMINATE** the following language related to Educational Benefits in current CBA:

"The City agrees to pay for tuition and books for such job related courses taken by employees covered by this Agreement which are approved by the Division Manager in advance. All such requests shall be made in writing prior to consideration by the Division Manager."

b. **REPLACE** with the following:

"The City recognizes the importance of educational development and professional growth of its employees. As such, the City agrees to pay and/or reimburse employees for the cost of registration fees, tuition and books for educational courses and/or training. Payment and/or reimbursement for such training and/or courses must adhere to the following guidelines:

- All courses must be relevant to the employee's current position within the department and/or division.
- Employees must submit a written request to their department and/or division head prior to enrolling in any course and/or training. Approval must be obtained by said department and/or division head prior to the attendance at such training and/or educational course.
- Approval for training and attendance shall be granted by said department and/or division head based upon the needs of the department and/or division. The approval and selection for attendance at such training of one employee member over another shall be determined at the discretion of the department and/or division head.
- Employees are required to sign an Employee Fee Agreement related to reimbursement of training costs regarding uncompleted training, unsatisfactory or non-passing grade, or separation from employer within two (2) years. Employees must sign such Agreement before approval shall be granted. This form appears as an Appendix to this MOA.

16. ARTICLE 44, LICENSES, p. 43

- a. **ELIMINATE** the section titled "Job Title Changes" from this Article, as the requirements are specified in the License Requirements Matrix.
- b. **ELIMINATE** the "Water Distribution Licenses" section of this article, as they appear on the new License Stipend Matrix, attached as an Appendix to this MOA.
- c. **ELIMINATE** current "Exhibit C, License Stipends," and **REPLACE** with new License Stipend Matrix.
- d. The effective date of all provisions contained in the new License Stipend Matrix shall be retroactive to July 1, 2017, unless specifically provided for.
- e. **ADD** "Fitchburg City Code, Ch. 3, Article 1, §3-3, subject to approval by the State Forester, such appointment shall be for a term of three (3) years" to Paragraph related to Tree Warden Position.

17. License Requirements by Division

The Parties have agreed to revise the existing license requirement grid as follows:

1. Add Laborer to license requirement grid.
2. All General Foreman positions shall be modified to reflect a CDL (B) license as required, with a CDL (A) to be listed as desirable.
3. The General Foreman position in the Water Division only shall list 2A and 4E licenses as desirable and not required.

18. ARTICLE 45, EMERGENCY PAGING SYSTEM, p. 47

The Parties have agreed to revise the existing Emergency Paging system article. The revised article appears as an appendix to this document.

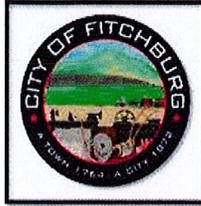
19. NEW ARTICLE 46, TELEPHONE USAGE POLICY/CELL PHONE POLICY

The Parties agree to the creation and implementation of a written cell phone policy, with which all employees covered by this Agreement must comply. All current member employees, as well as future member employees, will be required to sign the acknowledgment and receipt of said policy, which appears as an Appendix to this MOA.

***APPENDICES:**

- A.** Vacation Matrix
- B.** Education/Training Conditional Waiver
- C.** License Requirements by Position and Division
- D.** License Stipend Matrix
- E.** Cell Phone Policy
- F.** City of Fitchburg Telephone Usage Policy
- G.** Emergency Paging System
- H.** Wage Matrix
- I.** Performance Evaluation (this was not revised and is not attached; it shall remain as in the current CBA)

*These appendices may be numbered and/or lettered differently in the final CBA, no content will be changed, except as noted above.



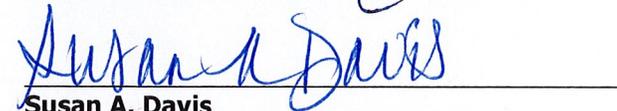
This **Memorandum of Agreement** is subject to ratification by the Union membership and approval by the City of Fitchburg, MA, City Council. The ratified Agreement shall be subject to funding in accordance with M.G.L. c. 150E.

In witness whereof, the Parties hereto set their hands and seals on this **8th** day of **March, 2018**.

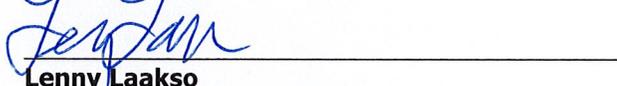
City of Fitchburg:



Mayor Stephen L. DiNatale



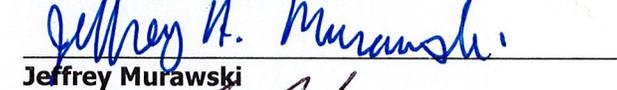
Susan A. Davis
Director of Human Resources



Lenny Laakso
Commissioner of Public Works



John Deline
DPW/Deputy Commissioner/Division of Water Supply



Jeffrey Murawski
DPW/Deputy Commissioner of Wastewater



Vincent P. Pusateri II, Esquire
City Solicitor

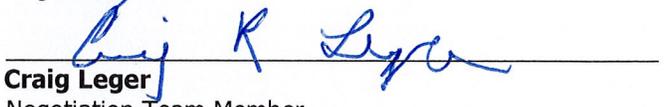
Massachusetts Laborers' District Council/Local 39:



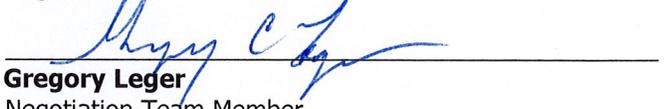
Daniel Roy
President



David Keese
Negotiation Team Member



Craig Leger
Negotiation Team Member



Gregory Leger
Negotiation Team Member



David Leger
Business Agent



Joseph Saletnik
Field Representative

