

MEMORANDUM OF AGREEMENT
Between the
CITY OF FITCHBURG, MA
And the
Service Employees International Union
Local 888/Wastewater Treatment Facility
May 30, 2018



The City of Fitchburg (the "**City**") and the Service Employees International Union, Local 888, Inspectors, (the "**Union**"), collectively referred to as the "**Parties**", have concluded negotiations over changes to the terms for the successor Collective Bargaining Agreement ("**CBA**") between the Parties covering the period of fiscal years July 1, 2017 through June 30, 2020. Further, the Parties agree to extend their 2015 – 2017 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 of the signing of this Agreement, except as specifically provided for herein. The Parties agree to the following modifications:

1. Collective Bargaining Agreement Document

The following changes shall be made to the Collective Bargaining Agreement document:

- a. Correction any and all grammatical and typographical errors;
- b. Reformat document;
- c. Replace all Roman numerals with Arabic numbers;
- d. Change dates for Fiscal Years July 1, 2017 – June 30, 2020;
- e. A preliminary revised document shall be submitted to the Union for review and approval prior to signing.

2. Article 2/Agency Service Fee, p. 6

- a. Change address for SEIU Comptroller from 52 Roland Street, Suite 101, Charlestown, MA 02129 to 25 Braintree Hill Office Park, Suite 306, Braintree, MA 02184.

3. Article 3/Discrimination and Coercion, p. 6

- a. **Eliminate:** All parties to this Agreement agree that they shall not discriminate against any person because of race, color, sex or age.
- b. **Replace** with: The Parties agree that they shall not discriminate against any person because of gender, race, color, national origin, ancestry, religion, age, disability, genetics, military status, sexual orientation or gender identity and/or expression.

4. Article 5, Civil Service, p. 7

Allow City to eliminate Civil Service from hiring process for all new employees. Those employees currently within their probationary period shall be included with new employees. Any current employees with Civil Service status shall retain said status.

5. Article 6/Injured Employees, p. 8

- a. Section 2, sentence 1, **Add: ...as reasonably possible**, "but not later than forty-eight (48) hours after the time of such accident and/or injury."
- b. Insert Article above Article 12, Worker's Compensation, located on page 15.

6. Article 8, Vacation, p. 10

- a. **Eliminate** Section 1 and **replace** with new vacation matrix. (See attached)
- b. **Replace** with following language:

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As summer and winter holidays and end of calendar year vacations are highly sought after vacation periods, the Union acknowledges the importance and necessity of the City's ability to ensure and maintain proper staffing levels in order to comply with state and federal regulations and the NPDES Permit performance requirements.

As such, bargaining unit members and the City shall comply with the following vacation request policy and procedure:

Vacation Period

Memorial Day – Labor Day
Thanksgiving Day – New Year's Eve

Vacation Request Submission

On or before May 1st
On or before November 1st

1. All vacation requests must be submitted in writing.
2. Preference for requests received on or before May 1st or November 1st, respectively, shall be given by departmental seniority (i.e.: Operations, Maintenance Subdivision A, Maintenance Subdivision B and Laboratory).
3. Vacation requests received after May 1st and November 1st, respectively, shall be given a good faith effort for accommodation, however, granting of said requests shall be at the discretion of management, as Facility work and scheduling may permit.
4. Vacation requests received after May 1st and November 1st, respectively, shall not be given seniority based preference.
5. Employees shall attempt to resolve scheduling conflicts by mutual agreement.
6. Vacation requests must be at a minimum of four (4) hours or more.

The Deputy Commissioner shall have sole discretion and approval authority in granting vacation requests.

- c. ***Eliminate*** paragraphs 4 through 6.
- d. ***Replace*** with: An employee who has been employed with the City for five (5) or more consecutive years shall be allowed, in each calendar year, to exchange up to two (2) week's (10 days) of pay at his/her current base rate, for up to ten (10) accrued vacation days, provided the employee has three (3) weeks of vacation as of January 1st of the calendar year in which s/he wishes to exchange the aforementioned weeks. Employees employed for less than five (5) years shall be allowed, in each calendar year, to exchange up to one (1) week's pay (5 work days) for up to five (5) accrued vacation days.

7. Article 9, Sick Leave, p. 12

a. Sick Leave Bank, section 3, add the following:

- The Sick Bank is available to those employees who have completely exhausted all accrued sick, personal and vacation leave and who are not receiving Workers' Compensation and/or Disability benefits.
- Employee members who donate to the sick bank shall not forfeit the accrual of personal time, as specified in the Personal Days section of this Article.

8. NEW Article 10, Family Medical Leave Act (FMLA)

- a. ***Add:*** "The City shall comply and cooperate with all local, state and federal laws related to the Family Medical Leave Act (FMLA), as amended."
- b. Renumber CBA Articles.

9. NEW Article 11, Parental Leave Act

- a. ***Add*** the following:

The Parental Leave Act expands the current maternity leave law, pursuant to M.G.L. c. 149, §105D. This gender neutral law provides up to eight (8) weeks of unpaid leave for the purpose of giving birth or for the placement of a child under the age of eighteen (18) or age twenty-three (23) if the child is mentally or physically disabled, for adoption. Both men and women are entitled to Parental Leave, provided the following:

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- Such Leave shall apply to employees, classified as full time and benefited only and who have completed at least three (3) months of her/his required probationary period.
 - Such Leave shall be unpaid, unless the employee chooses to use accrued personal, sick or vacation leave.
 - Said employee must provide a two (2) week notice of departure seeking such Parental Leave and the employee's intention to return or as soon as is practicable if a delay is due to reasons beyond the employee's control.
 - Should two (2) employees of the City give birth to or adopt the same child, the two (2) employees are entitled to an aggregate of with (8) weeks' leave.
 - Parental Leave shall run concurrently with the Family Medical Leave Act (FMLA).
 - The City shall comply with all local, state and federal laws related to the Parental Leave Act.
- b. Renumber CBA Articles.

10. Article 12, Worker's Compensation, p. 15

- a. **Eliminate:** "Any injury must be reported forthwith to the supervisor."
- b. **Replace** with: "All injuries must be immediately reported to the employee's supervisor. A written report of such injury must be submitted to the City's Worker's Compensation agent as soon as practicable, however, no later than forty-eight (48) hours from such injury."
- c. **Add:**
- The City agrees to fully cooperate and comply with all local, state and federal laws related to Worker's Compensation, as amended. At the option of the employee, the City will calculate, process and include the difference between the Worker's Compensation amount and the employee's regular base 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 chooses to use sick time to offset the Worker's Compensation amount, s/he will not accrue personal time during such period.
 - If the City or the Department of Industrial Accidents recognizes liability, an employee shall not lose seniority, vacation or sick leave accrual or other benefits while on Workers Compensation, provided the same is due and payable. However, in no event should sick leave, personal or vacation leave or other benefits accrue after the first year of absence. The employee shall not lose seniority, however, s/he will not accrue seniority beyond the inception date of the Worker's Compensation period if the absence is longer than one (1) year.

11. NEW Article, Modified/Light Duty Policy

Add new policy for modified/light duty. (See attached)

12. Article 14, Military Leave, p. 16

- a. **Eliminate** language in current CBA and replace with: "The City agrees to fully comply and cooperate with all local, state and federal laws related to Military Leave."

13. Article 17, Safety Committee, p. 18

- a. **Replace** "monthly" Safety Committee meetings to "quarterly, unless mutually agreed upon by the Parties or if an emergency situation arises which necessitates a meeting of the Safety Committee."

14. Article 18, Health and Life Insurance, p. 19

- a. Change name of Article to Health and Welfare.
- b. Change life insurance amount from \$10,000 to \$15,000.
- c. **Add:** 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%). Current insurance products include accidental, cancer, critical illness, dental, life, maternity disability, medical bridge, short and long term disability. Providers and voluntary product offerings are subject to change.
- d. **Eliminate** Article 18A and create separate section for items contained therein.
- e. **Eliminate** paragraph (a) related to tetanus and other inoculations.

15. Article 20, Summer Employees, p. 20

- a. **Rename** Article "Temporary, Co-op and Seasonal Employees.
- b. **Change** "temporary summer employees" to Temporary employees in sentence 1.
- c. **Insert** the following:

The City and Union mutually agree that the purpose and intent of hiring temporary employees is to supplement the workforce on a temporary basis and to promote potential entry level positions and opportunities to trained and qualified students.

Nothing in this Agreement shall prevent, restrict or limit the Municipal Employer in the continuance of its present practices relative to the hiring and employment of Temporary Seasonal employees, provided such work shall first be offered to employees laid off during the previous year on the same terms and conditions.

All seasonal employees shall be given a "start" date and an "end" date, with a period of employment less than twenty (20) weeks. All overtime, scheduled, emergency or otherwise shall be first offered to permanent properly licensed and qualified employees in each division prior to offering it to Temporary Seasonal employees. The Union shall be notified of the names of all individuals hired by the City as Temporary Seasonal employees and the start and end date of each seasonal employee's terms in writing.

16. Article 24, Promotional Training Programs, p. 21

- a. Change name of Article to "Education and Promotional Training."
- b. **Eliminate** paragraphs (a) through (c).
- c. **Add** new paragraph: 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, training, licensure and/or certification. 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 (see attached)** 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.
 - A grade of B- or better must be received in courses with letter grades; a "pass" must be received in courses which grade with a pass/fail grading structure. The employee must provide written documentation and/or transcripts reflecting same.
 - To receive reimbursement by the City of any approved, associated costs related to educational courses, the employee shall submit written documentation, receipts, etc. reflective of such costs.
- d. **Add:** Employees desiring to enroll in relevant training courses, as offered by New England Interstate Water Pollution Control Commission (NEIWPC), Massachusetts Water Pollution Control Association (MWPCA) or coursework deemed by management to be comparable to same shall submit a written request to take such courses prior to the course date (s). The City shall register and pay the costs associated with such courses prior to attendance at said course (s).
- e. **Eliminate** current paragraph (f) and **replace** with:

For employees required by the Commonwealth of Massachusetts to participate in a mandatory number of hours of contact training, the City agrees to conduct in-service training at a City location or to pay registration costs and

MOA, CITY OF FITCHBURG, MA & SEIU, LOCAL 888, WWTF, cont'd:

reasonable material costs for such relevant courses. The City shall register the employee and will pay associated costs for such coursework, as offered by New England Interstate Water Pollution Control Commission (NEIWPC), Massachusetts Water Pollution Control Association (MWPCA) or coursework deemed by management to be comparable to same shall submit a written request to take such courses prior to the course date (s).

f. *Add* new subsection, **Licensure/Certification Stipends:**

- Members who maintain a Plumbing or Hydraulic license shall receive an annual stipend of \$300, only if license is required for the position.
 - Members who maintain an electrical journeyman's license shall receive an annual stipend of \$300.
 - Members who work at least one hour within a day in a confined space using safety equipment shall receive a hazardous duty stipend of \$100 a day that day's work. For this purpose, safety equipment shall be considered extraction hoists, safety lines, full body harness, area purging ventilation equipment, supplied air headgear, and four gas detection equipment.
- g. Effective July 1, 2017, any operator who attains a Grade 4 Operator's license shall receive a 1% increase in his/her hourly wage rate.
- This type of wage increase shall apply to any member employee who currently holds such licensure or who is actively pursuing (and obtains at a later date, beyond the ratification date) obtaining such licensure on or before the date of ratification of this Agreement.
- h. Any operator who attains a Grade 6 or Grade 7 operator's license shall receive a 2% increase in his/her hourly wage rate. Any member employee holding a valid Grade 6 or Grade 7 Operator's license at time of ratification, and is currently receiving such 2% wage rate increase shall continue to receive such wage rate increase.
- i. ***Add*** the following:
To properly align Operations staff licensure requirements of 257 CMR 2.00, Certification of Operators of Wastewater Treatment Facilities, and the Senior Wastewater Operator position shall change as follows:
- Within one (1) year of the date this agreement is ratified, all eligible Senior Wastewater Operators shall have attained their Grade 7 Operator's License. Senior Wastewater Operators that are not eligible to apply for their Grade 7 Operator's License within 1-year of the date this agreement is ratified, shall have attained their Grade 7 within 1 year of their eligibility to apply for their Grade 7 Operator's License.
 - The job description of the Senior Wastewater Operator position shall be revised to reflect the changes listed above. (See attached)
- j. ***Eliminate*** \$500 annual stipend for Sr. Operators.

17. Article 25, Grievance Procedure, p. 23

- a. ***Replace*** Steps 1 – Step 5 with the following:

Section 25.1 DEFINITION OF A GRIEVANCE

Any matter on which there is a dispute, including the application or interpretation of this Collective Bargaining Agreement, the employee shall have ten (10) working days from the date of the alleged violation of from the date that the employee had reason to believe that there was an alleged violation of this Agreement to file a grievance. The following steps shall outline the procedure for filing a grievance.

Section 25.2 FILING A GRIEVANCE

Step 1

The grievant, with or without the Union, shall be granted an informal conference with the employee's immediate supervisor and/or manager for which the work assignment originated.

Step 2

If the grievance is not resolved within five (5) working days after the aforementioned conference with the employee's supervisor and/or manager, the 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, to a written document, signed by the grievant and the union representative. A copy shall be submitted to the Deputy Commissioner and the Director of Human Resources.

Step 3

Within three (3) working days after Management receipt of the written grievance, a meeting shall be held between the Deputy Commissioner, the employee's management Supervisor, the aggrieved employee, and no more than two (2) representatives of the Union. Within five (5) working days after such meeting, the Deputy Commissioner shall provide a written decision to the employee. If no written decision is issued by the Deputy Commissioner, the grievance shall be deemed denied at Step 3.

Step 4

Should, by the end of the aforementioned five (5) working days, the grievance be unresolved, it shall be submitted within five (5) working days to the Mayor and/or his designee. The Mayor and/or his/her designee shall meet with the grievant and the Union representative (s) within seven (7) working days of receipt of the grievance. The Mayor and/or his/her designee shall have twenty-one (21) working days to issue a decision after said meeting. The time limitations and/or requirements in any part of the preceding steps may be extended by mutual agreement of the Parties.

Failure of the Union or the employee to process the grievance within the time limits indicated 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. No discipline shall be imposed without just cause.

Step 5

Should the grievance not be resolved at the end of the aforementioned ten (10) working day period, either Party shall have the right to submit the grievance to arbitration (American Arbitration Association), which shall be final and binding on all Parties. Notice of the intention of either Party to submit the matter to Arbitration must be submitted to the other Party within thirty (30) days from the date of the determination of the Mayor and/or his/her designee is due or the grievance shall be waived.

17. Article 28 Hours of Work and Overtime, p. 26

Section A 3, Hours of Work and Swaps

- a. *Eliminate* paragraph 3, related to the incinerator sludge and staffing.

Section B 3, Overtime

- b. *Replace* the first sentence with the following:
Overtime will be distributed first to the employee with the lowest amount of overtime hours, so long as s/he is qualified within the following subdivisions:

| JOB CLASSIFICATIONS BY SUBDIVISION | | | |
|--|---|---|--|
| Maintenance Subdivision A | Maintenance Subdivision B | Laboratory | Operations |
| <ul style="list-style-type: none"> • Assistant Mechanic • Shipper/Receiver • Equipment Repairer • SR. Equipment Repairer | <ul style="list-style-type: none"> • SR. Instrument Repairer • Electrical • Lead Instrument Repairer | <ul style="list-style-type: none"> • Sanitary Engineering Aide • SR. Sanitary Engineering Aide • Chemist | <ul style="list-style-type: none"> • Operator • SR. Operator |

- B. Job Classifications do not normally crossover to other subdivisions. Rotating weekly shift schedule staffing and overtime duties take priority for overtime distribution in related subdivisions. Crossovers between subdivisions can, however, occur during rotating weekly shift assignments, duties and workdays, as determined by Management.

MOA, CITY OF FITCHBURG, MA & SEIU, LOCAL 888, WWTF, cont'd:

Therefore, during Vacation, Sick Leave, and/or Holidays: within the Operations subdivision, rotating weekly shift schedule staffing practices shall adequately staff the operations of the plant 24/7, including all required crossover duties.

When an Operator's shift needs to be filled, all eligible Operators shall be asked first to equalize overtime. A Senior Operator may be selected and used to fill in during an Operator's shift following the same overtime equalization for Senior Operators, provided that Operators were not available from their overtime pool to fill the shift.

- a. **Section A, subsection 3, eliminate** paragraph and **replace** with the following:
"There will be a staffing minimum of one (1) Senior Wastewater Operator and one (1) Wastewater Operator on the 6:00 AM to 2:00 PM shift and the 2:00 PM to 10:00 PM shift.

18. Article 29 Vacancies, p. 29

- a. **Section b: Eliminate** last sentence and **replace** with: The City agrees that it will, where possible, promote from within the bargaining unit.

- b. **Section c: Eliminate** section. **Replace** with:

When a position covered by this Agreement becomes vacant and the City decided to fill such vacancy, notice of such vacancy shall be posted in a conspicuous place at both Wastewater Facility plants. The postings shall list the wage range, responsibilities and/or duties, time of day shift and the required qualifications for such position. The posting shall remain posted for ten (10) working days prior to the selection of a candidate. Interested member employees shall apply for the position within the specified time period. Preference shall be given to the most senior, qualified applicant, as determined in good faith by the City, within the bargaining unit. The City agrees that it shall, where possible, promote from within the bargaining unit.

In the event that any job description related to positions currently within the scope of the bargaining unit requires changes to be made, the City shall give the Union an opportunity to provide comments related to said changes prior to the posting of said job description.

- c. **Section d: Replace** first sentence with: The successful candidate shall be given a six (6) month provisional appointment to the new position at the applicable rate of pay.

- d. **Add** new subsection: Within the Maintenance subdivision, when an Equipment Repairer position is vacant for more than one work day, that position will be filled by the most senior eligible Assistant Mechanic from the Assistant Mechanic Grade (Currently Grade 4) to Equipment Repairer Grade (Currently Grade 8) at the Assistant Mechanic's current Step. To be eligible to fill the Equipment Repairer position as herein described, the Assistant Mechanic shall have at least 2 years of experience at the Assistant Mechanic Grade (Currently Grade 4).

E.g.: Two Assistant Mechanics are available to fill the Equipment Repairer position as herein described. One employee has 2 years of experience at the Assistant Mechanic Grade (Currently Grade 4) and the other has 3 years of experience at the Assistant Mechanic Grade; the employee with 3 years shall be selected to fill the Equipment Repairer position as described herein.

19. Article 30, Reporting Pay and Call Back, p. 30

- a. Subsection 5, (b) and (c):

1. **Eliminate** item (b): For personal and compensatory time: an employee is ineligible for the day, as defined in Article 32, taken off.
2. **Replace** with: An employee is ineligible for overtime on a day in which the employee has utilized eight (8) or more consecutive hours.
3. **Eliminate** item (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.

MOA, CITY OF FITCHBURG, MA & SEIU, LOCAL 888, WWTF, cont'd:

4. **Replace** with: If the employee utilizes more than eight (8) consecutive hours as vacation time, s/he is ineligible for overtime from the end of the last scheduled shift prior to the beginning of said vacation time to the start of the employee's next scheduled shift following the end of said vacation time.

20. Article 33, Longevity, p. 33

- a. Replace verbiage related to current payment schedule with the following table:

| Years of Service | Annual Compensation |
|-------------------------|----------------------------|
| 5 through 9 | \$345 |
| 10 through 14 | \$689 |
| 15 through 19 | \$1,035 |
| 20 through 24 | \$1,378 |
| 25 through 30 | \$1,723 |
| 30 and Over | \$2,067 |

- b. Longevity payments shall be prorated on a weekly basis for those member employees who are retiring.

| Anniversary Date | Percentage of Longevity Pay and/or Increase |
|---|--|
| July 2 nd through September 30 th | 75% |
| October 1 st through December 31 st | 50% |
| January 1 st through March 31 st | 25% |
| April 1 st through 1 June 30 th | 0% |

- c. The Parties agree to the following related to longevity payments:

1. Employees hired on or after the effective date of this Agreement shall not be eligible to receive longevity payments.
2. Current employees shall continue to receive longevity payments, as per the payment schedule and provisions established within the current CBA.
3. All other items in the existing article related to longevity shall remain as stated.

21. Article 34, Clothing, p. 34

Replace section 3 as follows: The clothing allowance shall be prorated for new hires or for employees on an extended leave of absence or injury leave for any absence longer in duration one (1) month or longer prior to September 30th. For purposes of this Article, the last month of the fiscal year (June) shall serve as the twelfth month. An employee on an extended leave of absence or an injury leave shall receive a prorated payment only upon the full month that s/he returns to work.

22. Article 35 Wages and Performance Evaluation, p. 35
Wage Increases

- Effective July 1, 2017 hourly wages shall increase by 0%
- Effective July 1, 2018 hourly wages shall increase by 2%
- Effective July 1, 2019 hourly wages shall increase by 2%

Steps 1 and 2 shall be eliminated from the Wage Matrix and a new Step 10 and Step 11 have been 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, etc. All employees' current steps shall be renumbered accordingly. Employees shall receive step increases as scheduled in the current wage matrix. Wages will be retroactive to July 1, 2017, unless specifically provided for.

d. Subsection (b), Performance Evaluation Procedures, 36

1. **Eliminate** items (7) and (8).
2. **Replace** with: Employees who are promoted to a job title in a higher pay grade than their current grade shall have their pay rate adjusted to a step in the new grade by applying a one (1) step increase in their current grade (projected if the employee being promoted is at the maximum step in the current grade) and then "slotting" that value to the closest step in the new pay grade where the value is not lower.
 - This promotion process does not apply to employees at steps one through three in their current step. Employees currently in steps one through three would be promoted to step 1 in the new grade.
 - Employees in steps four through eleven in their current grade shall in no case be promoted to a step in the new grade that is more (meaning lower on the matrix) than two (2) steps below the employee's step in the current grade (prior to the promotion)."
3. **Add** examples of promotional scenarios as listed below.
4. **Note:** Rates and grades used in all examples are from the FY 15 – FY 17 wage matrix and current as of 06.30.2017.

Example No. 1:

A WW8 Equipment Repairer in step ten (10) with a current wage rate of \$26.78, on or about 07.01.2017, is promoted to WW14, Senior Equipment Repairer. The wage rate would be calculated as follows:

1. Step 1:

Adjust wage by advancing the employee one step on the current grade, from step ten (10) to step eleven (11), which on or about 07.01.2017 would result in an hourly wage rate of \$27.58.

2. Step 2:

This adjusted Promotion step 1 wage rate would then be slotted to the closest pay rate in the new grade which is equal to or greater than the pay rate for the advanced step in the employee's old grade. At the new grade (WW14) this would yield a wage rate of \$28.09 in Step 3 of WW14 (4.89% higher than starting Grade/Step hourly rate).

3. Step 3:

Given the additional provision that a person at a Step 4 or higher Step in the current grade being advanced, would not drop to a Step in the new grade that is more than two steps below his current (pre-promotion) Step, the employee is moved to Step eight (8) of grade WW14 with a pay rate of \$33.05 effective from the first pay period of the promotion (23.41% higher than starting Grade/Step hourly rate).

Example No. 2:

A WW4 Assistant Mechanic in step three (3), in the pay scale rate beginning June 30, 2017, with a current pay scale of \$19.39 is promoted to WW8 Equipment Repairer. The employee's pay scale would be calculated as follows:

1. Step 1:

- Unlike the promotion procedure for employees at Steps 4 or higher on the matrix prior to the promotion, employees at Steps 3 or lower do not follow the "add a step" and "rate slot" procedure.
- Promoted employees, at Steps 3 or lower in their current grade when promoted, are adjusted to Step 1 in the new grade.
- As a result, a WW4 Assistant Mechanic in Step three (3), when promoted to a WW8 Equipment Repairer position, would be adjusted to the Step one (1) pay rate in grade WW8 at \$20.41 (5.26% higher than starting Grade/Step hourly rate).

23. Article 37, Replacement of Eyeglasses, p. 38

- a. Subsection 6: **Replace** cost of reimbursement shall not exceed one hundred eighty-five dollars (\$185) with "shall not exceed two hundred and twenty-five dollars (\$225)."

24. Article 36, Effective Date of Agreement, p. 38

- a. **Change** the effective dates of the Agreement to July 1, 2017 through June 30, 2020.

25. Article 40, Suggestions, p. 39

- a. **Eliminate** sentences 2 – 3 from Article. City shall research other municipal cost savings share programs. Any mayoral decisions related to such program shall not be subject to the grievance procedure or arbitration process.

26. Article 41, Maternity Leave, p. 41

- a. **Eliminate** Article from CBA, new Paternal Leave has replaced same.

27. Article 44, Incinerator Incentive Program, 41

- a. **Eliminate** Article from CBA.
b. **Renumber** subsequent Articles.

28. Article 45, Daily Activity Report, p. 41

- a. **Eliminate** current daily activity report, located on page 47 in current CBA.
b. **Replace** with attached Appendix.

29. Article 46, Prior Time off Approval, p. 41

- a. **Correct** the name of the Article to "Approval for Time Off."
b. **Add** the following:

Time off Request

- a. Employee members must submit a written request to his/her supervisor twenty-four (24) hours in advance of such time in order to utilize a full day of accrued time, to include vacation, personal or compensatory time. Due to the staffing requirements of the Division, only one (1) employee in each job classification (Senior Wastewater Operator, Wastewater Operator, Equipment Repairer, Mechanic, Instrumentation and Lab Personnel) per shift shall be granted such time off. Such time off shall be approved based upon the order of receipt of such requests.
- b. All requests for time off which exceed two (2) days shall be in accordance with **Article 8, Section 2**. Due to the staffing requirements of the Division, only one (1) employee in each job classification (Senior Wastewater Operator, Wastewater Operator, Equipment Repairer, Mechanic, Instrumentation and Lab Personnel) per shift shall be granted such time off. Such time off shall be approved based upon seniority.
- c. All other time off shall be considered sick leave and shall be in accordance with **Article 9**.
- d. Employees covered by this Agreement seeking to "swap" a shift must submit a twenty-four (24) hour advance written request to his/her supervisor prior to arranging such a shift swap for scheduled shifts.

29. NEW Article 47, Cell Phone and City Telephone Usage Policy

The City shall implement 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 (see attached).

The following provisions are included but not limited to in such policy:

1. Employees covered by this Agreement must comply with all Massachusetts laws related to telephone usage during work hours.

MOA, CITY OF FITCHBURG, MA & SEIU, LOCAL 888, WWTF, cont'd:

2. Texting is prohibited at all times while operating machinery or while driving a City vehicle and/or the employee's personal vehicle if said vehicle is being used for City business during work hours.
3. Personal phone calls must be kept to a minimum during work hours.
4. Personal phone calls shall not interfere with an employee's duties or those of his/her co-workers.
5. All employees covered by this Agreement shall receive the Telephone Usage policy and shall be required to sign an acknowledgment of receipt and understanding of said policy.

24. NEW ARTICLE 48, GLOBAL POSITIONING SYSTEM (GPS)

The city reserves the right to install and implement 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 City shall provide notice to the Union related to the date of installation and implementation prior to same.

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

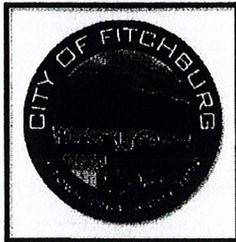
Information obtained by GPS will generally be used for guidance and instructional purposes. The information contained in and derived from GPS reports shall not be disclosed to any third party, except in a disciplinary proceeding or as required by law or contract, or as may be necessary to defend an employee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

D. Evaluation

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

Appendices (in order of appearance within MOA):

1. Vacation Matrix
2. Modified/Light Duty Policy
3. Employee Fee Agreement/Training and Educational Fees
4. Senior Wastewater Operator Job Description
5. Daily Activity Report
6. Cell Phone Policy
7. City Telephone Usage Policy

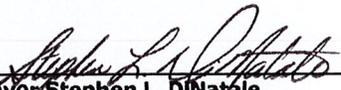


This **Memorandum of Agreement** is subject to ratification by the Union membership and approval by the City of Fitchburg, MA, City Council. The ratified Agreement shall be subject to funding in accordance with M.G.L. c. 150E.

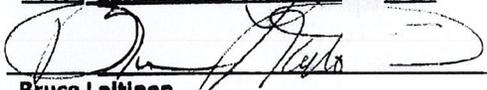
In witness whereof, the Parties hereto set their hands and seals on this 30th day of **May, 2018**.

City of Fitchburg:

Service Employees International Union/Local 888/Wastewater Treatment Facilities:



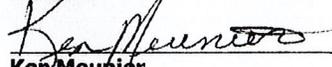
Mayor Stephen L. DiNatale



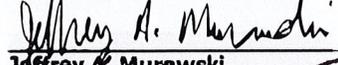
Bruce Laitinen
President



Susan A. Davis
Director of Human Resources



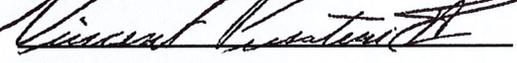
Ken Meunier
Vice President



Jeffrey A. Murawski
Deputy Commissioner of Wastewater



Tim Jalliet
Secretary



Vincent P. Pusateri, Esquire
City Solicitor, *Approved as to form*



David Nagle
SEIU Field Representative



NEW ARTICLE #46, CELL PHONE POLICY
SEIU/LOCAL 888
WASTEWATER TREATMENT FACILITY
05.10.2018

The City hereby implements a 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.

The following provisions are included but not limited to in such policy:

1. Employees covered by this Agreement must comply with all Massachusetts laws related to telephone usage during work hours.
2. Texting is prohibited at all times while operating machinery or while driving a City vehicle and/or the employee's personal vehicle if said vehicle is being used for City business during work hours.
3. Personal phone calls must be kept to a minimum during work hours.
4. Personal phone calls shall not interfere with an employee's duties or those of his/her co-workers.
5. All employees covered by this Agreement shall receive the Telephone Usage policy and shall be required to sign an acknowledgment of receipt and understanding of said policy.

CITY OF FITCHBURG
SEIU/LOCAL 888/WASTEWATER TREATMENT
MODIFIED LIGHT/DUTY ASSIGNMENT POLICY
10.17.2017

1. The terms and provisions of the within modified duty policy will not alter, modify, supersede or exempt the City's statutory rights and obligations.
2. The City reserves the right to modify this policy at the City's sole discretion. The City will provide the Union with advance notice of any proposed modifications. The Union may request in writing to bargain over such proposed changes within 10 calendar days. Otherwise, the City may modify this policy as indicated.
3. Modified duty assignments are intended as temporary in nature, and are provided as alternative work assignments where an employee's physician indicates in writing that the employee is unable to return to said employee's regular position and/or normal duties due to a work-related and non-work related injury.
4. The treating physician's statement is required when requested by the City and therefore will be used to determine suitability for available modified duty assignments, including hours, limitations, and reasonable occupational accommodations, if necessary.
5. All determinations as to suitability and availability of modified duty assignments shall be made by the Department Head or Department Head's designee. Instruction, direction and training, if necessary, will be provided to the employee by the Department Head or Department Head's designee. Hours, location, parking and the like of any modified duty assignment will be provided to the employee prior to beginning said assignment.
6. Employees working a modified duty assignment may be subject to disciplinary action in obvious cases of misconduct including, but not limited to the following and/or other similar inappropriate behavior:
 - failure to appear at scheduled shifts
 - frequent absences
 - insubordination
 - violence

The City retains the power to discipline employees for just cause in accordance with the parties' collective bargaining agreement.

7. If the employee, after a temporary period in modified duty assignment, remains unable to return to full duties in the employee's regular position, the City has the right to implement the City's statutory rights with respect to said employee.
8. The City will not be required to provide the Union with any medical statements or reports. The employee may provide said documents to the Union at employee's sole discretion.

**Service Employees International Union
Local 888/Wastewater Treatment
Employee Fee Agreement
Training and Educational Fees**

Agreement made this _____ day of _____, 20____, by and between the City of Fitchburg, Massachusetts, acting by and through the appointing authority and Employee

_____.

For good and valuable consideration, the receipt and sufficiency which are hereby acknowledged, the City and the Employee as follows:

The City agrees to assume and be responsible for the payment of any and all fees related to departmentally approved classes required for obtaining licenses and/or certifications related to the Employee's position with the City, provided the Employee remains in the employ of the City of Fitchburg for a period of two (2) years.

Should said Employee request to voluntarily leave employment with the City of Fitchburg within two (2) years after enrolling in and/or attending or completing said class and such payment or any portion thereof, has been made by the City, s/he shall be responsible to reimburse the City the full sum of any and all fees related to said class. Said sum may be deducted from any severance monies or final pay due at the completion of City of Fitchburg employment. Should said severance monies or final pay be insufficient to cover the amount due in total, the Employee will individually be responsible for the remainder of the balance.

When unusual situations arise that leads to departure of the employee, the Commissioner of the Department of Public Works, Division Head and the Director of Human Resources reserves the right to have the final decision administering this agreement.

Executed as a sealed instrument.

Employee

PRINT First, Last Name

Employee Signature

Witness

PRINT First, Last Name

Witness Signature

Division Head

PRINT First, Last Name

Division Head Signature

ARTICLE 8
VACATION

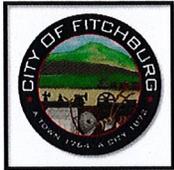
1. When employees first become employed by the City of Fitchburg, they are eligible for vacation after 6 months of employment (or at the end of their probationary period, whichever is longer) on their anniversary date based on the month in which they were hired, as listed below. This includes the assumption that the employee will work through the end of the calendar year.
2. Employees become eligible for the next vacation increment level on the anniversary date of the current year if the hire date falls between January and June of that year. If the hire date falls between July and December, the employee will be eligible for the additional week on the January 1 of the following year in which his/her anniversary occurs.

| Month of Hire | Non Exempt/Exempt |
|---------------|--|
| January | 2 weeks in July |
| February | 2 weeks in August |
| March | 2 weeks in September |
| April | 1 week in October |
| May | 1 week in November |
| June | 1 week in December |
| July | None – 2 weeks in January of following year |
| August | None – 2 weeks in February of following year |
| September | None – 2 weeks in March of following year |
| October | None - 2 weeks in April of following year |
| November | None - 2 weeks in May of following year |
| December | None - 2 weeks in June of following year |

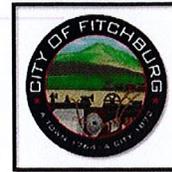
3. The maximum vacation for full time employees is as follows:

| Completed Years of Service | Non Exempt (Hourly) and Exempt (Salary) |
|----------------------------|---|
| 1 through 4 | 2 weeks |
| 5 through 9 | 3 weeks |
| 10 through 14 | 4 weeks |
| 15 or more | 5 weeks |

4. All vacation usage shall require prior approval from and shall be granted at the discretion of the appropriate supervisor, according to the needs of the applicable department. Such vacation requests shall be made in writing. Employees shall be allowed to carry over no more than five (5) days into the next calendar year. Department Heads may, with the approval of the Mayor, allow such week to be taken in some other manner if the needs of the Department permit.
5. As per the Code of the City of Fitchburg, Ch. 35, §7, an employee who has been employed with the City for five (5) or more consecutive years shall be allowed, in each calendar year, to exchange up to two (2) week's pay for up to ten (10) vacation days. Employees employed for less than five (5) years shall be allowed, in each calendar year, to exchange one (1) week's pay for five (5) vacation days.
6. Vacation weeks must be taken in the calendar year in which they are earned except that, an employee may carry forward one (1) week of vacation from a previous year provided, however, that s/he takes such vacation week together with no more than two (2) weeks of his/her vacation earned in the next calendar year at one time. Department Heads may, with the approval of the Mayor, allow the one carryover week to be taken in some other manner if the needs of the Department permit.
7. This revised vacation matrix/schedule is effective with the execution of this Agreement and shall not be applied retroactively to any employee's current vacation leave.



CITY OF FITCHBURG TELEPHONE USAGE POLICY



The **Telephone Usage Policy** is created to provide consistent standards and policies related to the use of City owned land line telephone systems and cellular telephones utilized by the employees of the City of Fitchburg.

A. Permissible Use

All City owned telephone systems and cellular phones should be used to conduct official City business only. As such, the use of such City owned property shall be subject to the policies set forth below. Land line telephone systems are acquired with public funds and are so acquired to enable City employees to transact the public's business in the most efficient and cost effective method possible. Cellular telephone numbers are the property of the City of Fitchburg and are not transferable, and shall be used in the same manner and with the same care and stewardship as all public resources.

All employees assigned a cell phone must adhere to and sign the "Acknowledgement of Receipt of Municipal Telephone Usage Policy" before being allocated a cellular phone.

B. Personal Phone Calls

Whether using a City owned land line or cellular phone:

- Personal telephone calls should not interfere with the employee's duties and/or productivity, as well as that of co-workers;
- Phone calls of a personal nature should be limited in frequency and duration to the greatest extent possible during hours of employment, including both incoming and outgoing calls.

C. Long Distance Phone Calls

Whether using a City owned land line or cellular phone:

- Long distance calls, including international calls, made for official City business, should be approved by a supervisor prior to making the call;
- Long distance calls of a personal nature, using a City owned phone, should be made under very limited circumstances. Such calls must be approved by a supervisor prior to making the call.

D. Employee Responsibilities

This telephone usage policy applies to the safe and appropriate use of City owned land line telephone systems and cellular telephones owned by the City and/or the employee. All employees are required to adhere to this telephone usage policy as follows:

- Employees receiving cellular telephones are required to sign and acknowledge that they have received the equipment and understand the usage policies;
- All employees will follow the laws of the Commonwealth as it relates to the use of cellular devices while driving;
- The use of cellular telephones should never interfere with an employee's attention to duty, and should never be used when engaged in safety-sensitive functions which require the employee's full attention;
- Sending photographs or text messages is prohibited while using a City owned cell phone, unless it can be clearly linked to the conduct of official City business;
- Confidential business should not be discussed on a cellular phone in a public place where the business could be overheard;

City of Fitchburg/Telephone Usage Policy, Employee Responsibilities, continued:

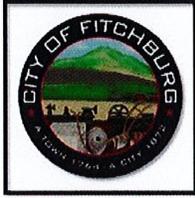
- Employees should limit the use of personally owned cellular telephones and telephone calls;
- Employees are responsible for charging/recharging the equipment;
- Service and maintenance issues, including the need for new batteries, must be reported to the employee's Department Head and/or designee;
- If any official City business is conducted on an employee's personal cell phone, reimbursement, as applicable and appropriate, shall be made to such employee after receipt of approval from the Department Head. Receipts and an expense report must be submitted in order for the employee to be reimbursed for such expense(s);
- Regardless of the nature of the phone call made on a City owned cell phone (business or incidental personal purpose), all employees shall not initiate a telephone call while driving a motor vehicle or operating equipment;
- Employees who receive a phone call while driving a motor vehicle or operating equipment are required to stop the vehicle and/or equipment in a safe location so that communication is held while the vehicle is stopped;
- "Hands-free" technology is acceptable, provided it does not interfere with the safe operation of the vehicle;
- This section does not apply to employees who are passengers in a motor vehicle;
- Public safety (Police and Fire) employee use of City owned cellular telephones while driving a motor vehicle shall be governed by departmental policy.

E. Management Responsibilities

Department heads and/or their designees are responsible to ensure all employees are aware of, acknowledge and sign the telephone usage policy, as well as the following responsibilities:

- Ensure employee compliance with the policy;
- Address inappropriate use, abuse or failure to adhere to established policies. Inappropriate use of cellular phones shall be reported to the respective department head and/or designee;
- Employees found to be in violation of this policy shall be subject to *disciplinary procedures, as may be deemed appropriate by the department head and/or designee;
- Review telephone bills of department and/or division cell phones for irregular calls or unusual usage;
- Collect reimbursements from employees for personal calls;
- Distribute reimbursements to employees for business calls made on personally owned equipment;
- Review and evaluate requests for telephone services and equipment such as cellular phones.

*This policy is applicable to all employees of the City of Fitchburg. For those employees covered by a Collective Bargaining Unit (CBA), the provisions of the CBA which are subject to negotiation shall prevail over the language in this policy (i.e. discipline). Any changes made to this policy which are subject to Collective Bargaining shall be sent to the appropriate Collective Bargaining Unit prior to implementation.



**City of Fitchburg
Acknowledgment of Receipt of
Municipal Telephone Usage Policy**

Name: _____ **Department:** _____

Job Title: _____

Cell Phone #: _____ **Serial #:** _____

Make: _____ **Model:** _____

I acknowledge receipt of _____ cell phone(s) owned by the City of Fitchburg to be used in the course of performing my job.

My signature below acknowledges that I have received and reviewed a copy of the City of Fitchburg Telephone Usage Policy and that this signature sheet will be placed in my personnel file in the Human Resources Department. I understand that I will be held responsible for complying with the provisions of this policy and understand that any actions which are found to violate the terms of this policy may result in disciplinary action*. I understand that the use of such device is a matter of public record and may be reviewed on a monthly basis by others outside of my department.

I have received, read, and agree to the Telephone Usage Policy provided to me with the device. I fully understand the terms of the procedures and agree to abide by them.

Phone issued to: _____ **Date:** _____

Phone issued by: _____ **Date:** _____

* This policy is applicable to all employees of the City of Fitchburg. For those employees covered by Collective Bargaining Agreements, the provisions of the CBA, which are subject to negotiation prevail over the language in this policy (i.e. discipline). Any changes made to this policy that apply to sections that are subject to collective bargaining, will be sent to the appropriate union prior to implementation.

Phone returned by: _____ **Date:** _____

Phone received by: _____ **Date:** _____