



MEMORANDUM OF AGREEMENT
Between the
CITY OF FITCHBURG, MA
And the
INTERNATIONAL BROTHERHOOD OF TEAMSTERS
LOCAL 170



March 26, 2018

The City of Fitchburg (the "City") and the International Brotherhood of Teamsters, Local 170 ("Union"), collectively referred to as the "Parties," have concluded negotiations over changes to the terms of the 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 and all grammatical errors shall be corrected. A preliminary revised document shall be submitted to the Union for review and approval prior to signing.

2. Article 4, EMPLOYEE BENEFITS

a. Section 2, Life Insurance

Replace ten thousand dollars (\$10,000) with fifteen thousand dollars (\$15,000).

b. Section 4, United States Savings Bonds

Remove from CBA.

c. Section 5, Deferred Compensation

Replace "provided by ING" with "provided by VOYA."

d. Section 6, Pension

Replace PERAC (Public Employee Retirement Administrator Commission) with PERAC (Public Employee Retirement Administration Commission).

3. Article 6, COMPENSATION, SHIFT DIFFERENTIAL & LONGEVITY

a. Section 1, Wages

Replace the current wage schedule with the attached wage matrix. Wages shall be modified as follows:

- Effective 07.01.2017 0%
- Effective 07.01.2018 1%
- Effective 07.01.2019 1%

The entry level dispatcher hourly wage shall be raised from \$16.02 to \$18.56 per hour, effective and retroactive to July 1, 2017. After six (6) months, provided that the employee's performance is satisfactory, the employee's step shall increase to Step 1, with a 1.5% hourly wage increase. All wages for each Step shall utilize the entry level rate as a base for subsequent Step hourly wages, with the 1.5% increase applied to each newly adjusted rate effective July 1, 2017. Thereafter, there shall be a two percent (2%) hourly wage increase between Steps.

The entry level hourly wage for the Parking Control Officer and Airport Linemen shall be raised from the entry level hourly rate (\$18.19, as of July 1, 2016) to \$18.94 per hour, effective July 1, 2017.

MOA/CITY OF FITCHBURG & INT'L BROTHERHOOD OF TEAMSTERS/LOCAL 170, Article 6, Section 1, Wages, continued:

All wages for each Step shall utilize the entry level rate as a base for subsequent Step hourly wages, with the 1.5% increase applied to all newly adjusted rates that were effective 07.01.2017. Thereafter, there shall be a two percent (2%) hourly wage increase between Steps.

4. Article 9, OVERTIME

a. **Section 4, Distribution**

Remove the last sentence, "For dispatchers who were hired in the first group hired, the ranking utilized during the hiring process shall determine their Seniority status."

5. Article 11, UNIFORM ALLOWANCE

a. *Add* the following after the last paragraph of the current CBA:

"Payment of the uniform allowance shall be paid in a separate check to member employees on a non-payroll week. The fiscal quarter in which such payment shall be made shall be chosen by the City and the week shall be chosen by the Union. As agreed upon, such payment will be made in December of each year, in conjunction with the Quinn Bill/Education Incentives schedule paid to eligible employees of the Fitchburg Police Department."

6. Article 12, VACATION PAY

a. **Section 1, Accrual**

Eliminate section and replace with new vacation matrix and accrual schedule/matrix.

b. **Section 2, Definition**

Eliminate the first sentence "Employees shall be eligible to utilize vacation leave if the employee has actually worked for the City for thirty (30) weeks in aggregate during the twelve (12) months preceding the first day of June in such year."

Replace with new vacation matrix.

8. Article 13, SHIFTS AND HOURS OF WORK, p. 19

a. **Section 3, Parking Control Officers and Airport**

Eliminate the last paragraph:

"Parking Control Officer(s) meal periods:

All Parking Control Officer(s) shall be granted an unpaid meal period of one (1) hour maximum duration during each daily work shift. Whenever possible, the meal period shall be scheduled at the middle of the shift."

Replace with:

Parking Control Officer(s) meal periods:

"All Parking Control Officer(s) shall be granted an unpaid meal period of one – half (1/2) hour maximum duration during each daily work shift. Whenever possible, the meal period shall be scheduled at the middle of the shift."

7. Article 14, SICK LEAVE

a. **Section 4, Reporting and Restrictions**

Eliminate the first sentence, "All persons calling in sick for duty must describe the illness which they are claiming as a reason for being sick."

MOA/CITY OF FITCHBURG & INT'L BROTHERHOOD OF TEAMSTERS/LOCAL 170, Article 14, continued:

b. Section 8, Death of the Employee

It is agreed that the City shall provide a Designation of Beneficiary form which eligible member employees may complete for payment of accumulated sick time, as stipulated within the current Collective Bargaining Agreement. Such form shall be forwarded to the Union upon its completion. (See appendix)

8. Article 15, BEREAVEMENT LEAVE

a. *Amend* the definition of "immediate family" to include grandchildren.

9. Article 17, MILITARY LEAVE

a. *Eliminate* all sections and paragraphs of Article 17 in the current CBA.

Replace with "The City shall comply with all local, state and federal laws related to Military Leave."

10. Article 22, DURATION

a. *Eliminate* "This Agreement unless otherwise indicated shall be effective from July 1, 2014 and shall remain in full force and effect up to and including June 30, 2017.

Either Party may, no sooner than January 1, 2017 and not later than February 21, 2017, give written notice to the other of its desire to extend or revise this Agreement for the period to commence July 1, 2017. This Agreement shall remain in full force and effect during the collective bargaining processor until the new Agreement is reached, except that it may not remain in effect longer than one (1) year from the first day of July 2017, unless mutually agreed to in writing."

Replace with "This Agreement, unless otherwise indicated, shall be effective from July 1, 2017, and shall remain in full force and effect, up to and including June 30, 2020.

Either Party may, no sooner than January 1, 2020 and not later than February 21, 2020, give written notice to the other of its desire to extend or revise this Agreement for the period to commence July 1, 2020. This Agreement shall remain in full force and effect during the collective bargaining processor until the new Agreement is reached, except that it may not remain in effect longer than one (1) year from the first day of July 2020, unless mutually agreed upon in writing."

11. Article 26, PROBATIONARY PERIOD AND DISCIPLINE

a. *Revise* Article heading to "Probationary Period, Discipline and Employee Evaluations."

b. Section 2, Employee Evaluations

Add "or shift commander" immediately after "Immediate Supervisor" in sentence #3.

12. New Article, # TBD, Family Medical Leave Act Leave (FMLA)

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

13. New Article, # TBD, Parental Leave Act

a. The City shall comply with all local, state and federal laws related to the Parental Leave Act, 2015, as amended.

MOA/CITY OF FITCHBURG & INT'L BROTHERHOOD OF TEAMSTERS/LOCAL 170, continued:

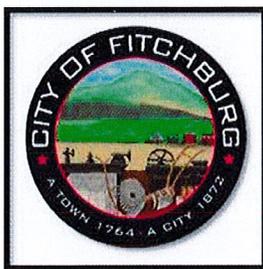
14. Miscellaneous Items

- a. All wages and other forms of compensation shall be paid retroactive to July 1, 2017.
- b. The City shall provide a job description for the Civilian Police Dispatcher Supervisor position.
- c. General Orders shall be updated to include the specific duties and responsibilities of a Civilian Police Dispatcher and a Dispatcher Supervisor.

Appendices:

1. Wage Matrix
2. Vacation Matrix
3. Designation of Beneficiary Form
4. Job Description for Civilian Police Dispatcher Supervisor

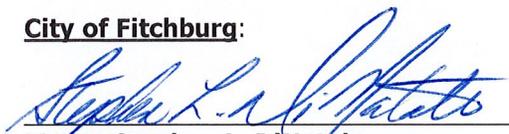
Total pages of MOA and Appendices: 14



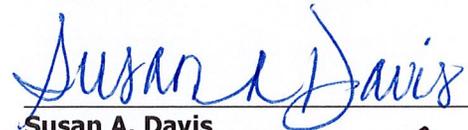
This **Memorandum of Agreement** is subject to ratification by the Union membership and approval by the City of Fitchburg, MA, City Council. The ratified Agreement shall be subject to funding in accordance with M.G.L. c. 150E.

In witness whereof, the Parties hereto set their hands and seals on this 29th day of **March 2018**.

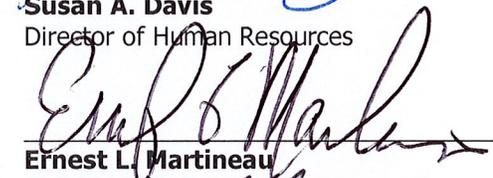
City of Fitchburg:



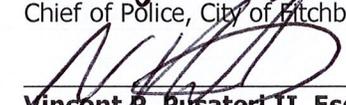
Mayor Stephen L. DiNatale



Susan A. Davis
Director of Human Resources



Ernest L. Martineau
Chief of Police, City of Fitchburg, MA



Vincent P. Pusateri II, Esquire
City Solicitor

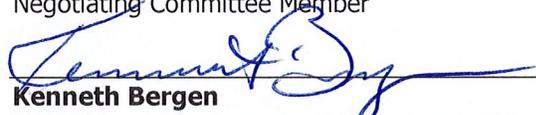
International Brotherhood of Teamsters/Local 170:



Terry Parker
Teamsters, Local 170 Union Steward
Negotiating Committee Member



Kyle Daniels
Teamsters, Local 170 Alternate Union Steward
Negotiating Committee Member



Kenneth Bergen
Business Agent, Teamsters Union, Local 170

