

AGREEMENT
BETWEEN
CITY OF FITCHBURG
AND
TEAMSTERS UNION
ON BEHALF OF
LOCAL #170

FISCAL

July 1, 2014 – June 30, 2015
July 1, 2015 – June 30, 2016
July 1, 2016 – June 30, 2017

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PREAMBLE

This **AGREEMENT** is entered into by the **CITY OF FITCHBURG**, hereinafter referred to as the "Employer" or the "City", and the **Teamsters Union, Local #170**, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union", has as its purpose the promotion of the resolution of differences and the establishment of rates of pay, hours of work, and other conditions of employment insofar as the same may be permissible by law.

ARTICLE 1 **RECOGNITION, SCOPE AND SEVERABILITY**

SECTION 1: RECOGNITION:

The City hereby recognizes the Union as the exclusive representative for the purposes of collective bargaining with respect to wages, hours, and any other terms or conditions of employment for all employees certified by the Massachusetts Labor Relations Commission (MCR-4312, August 8, 1994). This contract also includes the positions of Parking Control Officer(s) and Airport Linemen and Head Airport Lineman as of July 1, 2015.

SECTION 2: SCOPE:

This Agreement includes all of the agreements reached by the parties respecting matters pertaining to wages, hours, and other conditions of employment for employees covered by this Agreement. However, any matter not mentioned in this Agreement, any matter for which directions are not set forth herein shall be reserved for decision by the City or the Chief as the case may be, in their full discretion; and in the exercise of such discretion, and in accordance with the terms and conditions of Article 2, Management's Rights of this Agreement.

SECTION 3: SEVERABILITY:

If any provision(s) of this Agreement or any application of this Agreement to any employees covered by the terms of this Agreement shall be found contrary to law by a Court of competent and final jurisdiction, such provision or application shall have effect only to the extent permitted by law, and all other provisions or applications of this Agreement shall continue in full force and effect. The invalidation of any such provision or application of such Article by such court shall be sufficient cause for the parties to meet and renegotiate such provision or application.

ARTICLE 2

MANAGEMENT RIGHTS

Nothing in this Agreement shall limit the City in the exercise of its function of management and in the direction and supervision of the City's business. This includes, but is not limited to the right to: add or eliminate departments; require and assign overtime; increase or decrease the number of jobs; change process; assign work and work to be performed; schedule shifts and hours of work and lunch or break periods; hire, suspend, demote, discipline, or discharge; transfer or promote; layoff because of lack of work or other legitimate reasons; establish rules, regulations, job descriptions, policies and procedures; conduct orderly operations; establish new jobs; abolish and change existing jobs; determine where, when, how and by whom work will be done; determine standards of proficiency in skills and physical fitness standards; except where any such rights are specifically modified or abridged by terms of this Agreement.

Unless an express, specific provision of this Agreement clearly provides otherwise, the City, acting through its Mayor and Chief of Police or appropriate officials as may be authorized to act on their behalf, retains all the rights and prerogatives it had prior to the signing of this Agreement either by law, custom, practice, usage or precedent to manage and control the Police Department.

By way of example but not limitation, management retains the following rights:

- to determine the mission, budget and policy of the Police Department;
- to determine the organization of the Department, the number of employees, the work functions, and the technology of performing them;
- to determine the numbers, types, and grades of positions or employees assigned to an organizational unit, work project, or to any location, task, vehicle, building, station or facility;
- to determine the methods, means and personnel by which the Department's operations are to be carried;
- to manage and direct employees of the Department;
- to maintain and improve orderly procedures and the efficiency of operations;

- to hire, promote and assign employees;
- to transfer, temporarily reassign, or detail employees to other shifts or other duties;
- to determine the equipment to be used and the uniforms to be worn in the performance of duty;
- to determine the policies affecting the hiring, promotion, and retention of employees;
- to establish qualifications for ability to perform work in classes and/or ratings, including physical, intellectual, and mental health qualifications;
- to lay-off employees in the event of lack of work, or funds, or under conditions where management believes that continuation of such work would be less efficient, less productive, or less economical;
- to establish or modify work schedules and shift schedules and the number and selection of employees to be assigned;
- to take whatever actions may be necessary to carry out its responsibilities in situations of emergency;
- to enforce existing rules and regulations for the governance;
- of the Department and to add to, or modify, such regulations as it deems appropriate;
- to suspend, demote, discharge, or take other disciplinary action(s) against employee(s), to require the cooperation of all employees in the performance of this function, and to determine its internal security practices.

Management also reserves the right to decide whether, when, and how to exercise its prerogatives, whether or not enumerated in this Agreement. Accordingly, the failure to exercise any right shall not be deemed a waiver of those rights.

Except as expressly provided by a specific provision of this Agreement, the exercise of the aforementioned rights as well as any matter dealing with the administration of the Department shall be final and binding and shall not be subject to the grievance provisions of this Agreement.

The parties agree that each side had a full opportunity during the course of negotiations to bargain over any and all mandatory bargaining subjects, whether or not included in this Agreement. Accordingly, as to any such matter over which the Agreement is silent, the City retains the right to make changes without prior consultation with the Union subject to the requirements of MGL Chapter 150E. It is understood and agreed by the parties hereto that the City does not have to rely on any collective bargaining agreement with its employees as the source of its rights and management prerogatives, that this Agreement does not purport to spell out the job responsibilities and obligations of the employees covered by this Agreement, that said responsibilities and obligations are to be determined by the City except insofar as they may be specifically described, and that the failure or omission of the parties to outline or delineate in this Agreement responsibilities and obligations of employees is not to be relied upon by the latter as evidence of the fact that such obligations or responsibilities do not exist.

ARTICLE 3

EMPLOYEE RIGHTS AND REPRESENTATION

SECTION 1: NO DISCRIMINATION:

The Employer agrees not to discharge, discriminate, interfere with, restrain, or coerce any employee because of the employee's lawful exercise of the rights set forth in Section 2 of Chapter 150E of the General Laws.

SECTION 2: UNION ACTIVITIES:

The Employer agrees that it will not discriminate against any employee because such employee gives testimony, takes part in grievance procedures or hearings, negotiations or conferences for or in behalf of the Union or any employees.

SECTION 3: BARGAINING TEAM REPRESENTATIVES:

The membership of the Union's bargaining committee is limited to two (2) employees. During collective bargaining negotiating team members who are working shall be granted leave of absence without loss of pay or benefits. The Union will provide a twenty-four (24) hour notice naming any alternate member of the bargaining unit that plans to attend the session the next day.

SECTION 4: STEWARDS:

Two (2) Union Stewards, one a Police Dispatcher, and one (1) other member shall be designated in writing to the City and shall be granted reasonable time off during working hours to process and settle grievances, provided that such persons shall

first request permission from the Chief or designee. Permission may be withheld by the Chief because of operating requirements, but such permission may not be unreasonably withheld.

SECTION 5: ROSTER LIST:

The Union shall keep the Employer informed of any changes in the roster of Stewards.

SECTION 6: BULLETIN BOARDS:

The City shall provide three (3) separate bulletin boards, one (1) for Dispatcher notices, one (1) for Parking Control Officers, and one (1) for Airport Linemen at the respective locations.

SECTION 7: ATTENDANCE AT MEETINGS:

Upon reasonable notice to and in writing, the Chief or Department Head will excuse:

- A. All members of the Unions negotiating committee for all meetings between the City and the Union for the purpose of negotiating the terms of an agreement.
- B. Any member of the Union, when called to attend a meeting with the Mayor, the City Council, or their representatives.

SECTION 8: ATTENDANCE AT UNION SEMINARS/CONVENTIONS:

Upon approval of the Chief or Department Head and depending upon the operating requirements and limitations of the budget, up to two (2) elected Union officials shall be granted time off without loss of pay to attend either two (2) Teamster conventions or two (2) seminars annually.

SECTION 9: UNION BUSINESS:

Representatives shall have reasonable access to unit employees and the Police Station to conduct Union business.

ARTICLE 4
EMPLOYEE BENEFITS

SECTION 1: MEDICAL INSURANCE:

The Municipal Employer shall provide health insurance benefits to employees pursuant to the terms of the agreement negotiated by the City and the Public Employee Committee (PEC) pursuant to M.G.L. Sec. 19

SECTION 2: LIFE INSURANCE:

The City will also provide ten thousand dollars (\$10,000.00) after July 1, 2015 of life insurance. The City will pay seventy-five (75%) percent of the premium costs with the employee paying twenty-five (25%) percent. As outlined in the Agreement with the PEC.

The employee has the option of purchasing additional life insurance paying one hundred (100%) percent of premium costs.

SECTION 3: DISABILITY INSURANCE:

The employee has the option of participating in the Disability Insurance plan. The employee shall pay one hundred (100%) percent of the premium costs.

SECTION 4: UNITED STATES SAVINGS BONDS:

The City provides payroll deduction for all employees who elect to participate in the US Savings Bonds program. The employee shall pay one hundred (100%) percent of the costs.

SECTION 5: DEFERRED COMPENSATION:

The City provides payroll deduction for all employees who elect to participate in the Deferred Compensation program, currently provided by ING. The employee shall pay one hundred (100%) percent of the costs.

SECTION 6: PENSION:

All employees who work an average of twenty (20) hours per week or more are eligible to participate in the PERAC (Public Employee Retirement Administrator Commission) pension system. All new employees shall contribute nine (9%) percent of their salary into the pension before the salary is taxed. Employees are vested in the pension after ten (10) years of creditable service. If your regular annual rate of compensation is \$30,000 or more the Treasure or the government unit for which you work will withhold an additional two (2%) percent of that portion of your rate of regular compensation which is in excess of \$30,000.

All employees who work an average of less than twenty (20) hours per week shall participate in the Deferred Compensation program as required by federal law. All employees shall contribute seven and one-half (7 1/2%) percent of their salary into the plan before the salary is taxed. Once an employee reaches an average of more than twenty (20) hours per week, the employee shall be eligible to transfer into the PERAC pension system. Years of service in the PERAC plan will be calculated starting with the date of eligibility and not the date of hire.

Any claim for payment under said policy by an employee shall not be subject to the Grievance and Arbitration Procedures of this agreement, but shall only be subject to those procedures set forth in each program's rules.

ARTICLE 5

UNION DUES - AGENCY SERVICE FEE - UNION SECURITY

SECTION 1: UNION DUES:

The Union dues of employees covered by this Agreement shall be deducted each biweekly from the wages of each employee who has signed an authorization form provided by the Union and presented to the Treasurer of the City and in accordance with the provisions of Section 17A and 17G of Chapter 180 of the General Laws as amended. Employees must either join the Union or pay an agency service fee within thirty (30) days of hire, or when employee becomes eligible for the bargaining unit in accordance with Section 3 of this Article and Article 1, Recognition.

SECTION 2: AGENCY FEE:

Employees shall have the option of not joining the Union. Employees who choose not to join the Union must pay an Agency Service Fee to the Union. Such Agency Service Fee shall not exceed regular Union dues. At the election of the employee, said Agency Service Fee may be deducted from the employee's wages upon presentation to the City of a signed authorization form. Said authorization may be cancelled by a sixty (60) day written notice to the City. An employee who does not authorize the City to make payroll deductions as provided herein shall make the Agency Service Fee payment directly to the Union Treasurer. Payment of Union dues or the agency service fee is a condition of employment.

ARTICLE 6

COMPENSATION, SHIFT DIFFERENTIAL & LONGEVITY

SECTION 1: WAGES:

Dispatcher 07/01/14- 07/01/15 - 07/01/16

	(1%)	(1 %)	(1%)
Entry Level	\$15.70	\$15.86	\$16.02
Step 1 – 2 years	\$16.00	\$16.16	\$16.32
Step 2 – 4 years	\$16.32	\$16.48	\$16.64
Step 3 – 6 years	\$16.64	\$16.81	\$16.98
Step 4 – 8 years	\$16.98	\$17.15	\$17.32
Step 5 – 10 years	\$17.32	\$17.49	\$17.66
Step 6 – 12 years	\$17.66	\$17.84	\$18.02
Step 7 – 14 years	\$18.02	\$18.20	\$18.38

Linemen 07/01/14- 07/01/15 - 07/01/16

Entry Level	\$17.83	\$18.01	\$18.19
Step 1 – 2 years	\$18.16	\$18.34	\$18.52
Step 2 – 4 years	\$18.50	\$18.69	\$18.88
Step 3 – 6 years	\$18.86	\$19.05	\$19.24
Step 4 – 8 years	\$19.20	\$19.39	\$19.58
Step 5 – 10 years	\$19.56	\$19.76	\$19.96
Step 6 – 12 years	\$19.94	\$20.14	\$20.34
Step 7 – 14 years	\$20.31	\$20.51	\$20.72

Week Rate

The City and the employees covered by this Agreement acknowledge that the City has a biweekly payroll system. Weekly salaries shall be rounded to the next highest dollar.

SECTION 2: SHIFT DIFFERENTIAL:

Effective upon execution of this Agreement, all Dispatchers who regularly work between the hours of 3:00 PM and 11:00 PM shall receive, in addition to any other compensation, a night shift differential of five dollars (\$5.00) for each full shift worked. For employees who regularly work between the hours of 11:00 PM to 7:00 AM said night shift differential shall receive in addition to any other compensation and additional four (\$4.00) dollars for each full shift worked. The differential will not be paid during any leaves, and will only be added to any overtime pay that may be otherwise due.

SECTION 3: LONGEVITY:

The City agrees to pay annually, prior to June 30th of each fiscal year, the following amount of money to each employee for their years of service, years of service to be computed at the commencement of the fiscal year.

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

LONGEVITY PAYMENT SCHEDULE

Years of Service	Annual Amount	Weekly Amount
5 to 9	\$345.00	\$ 6.64
10 to 14	\$689.00	\$13.25
15 to 19	\$1,035.00	\$19.91
20 to 24	\$1,378.00	\$26.50
25 to 29	\$1,723.00	\$33.14
30 and over	\$2,067.00	\$39.75

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

Anniversary Date	Percentage of Longevity Pay or Increase
July 2 to September 30	75%
October 1 to December 31	50%
January 1 to March 31	25%
April 1 to June 30	0%

SECTION 4: NCIC/CJIS (National Criminal Information Computer/Criminal Justice Information System)

The chief of Police shall appoint a Dispatcher Supervisor to be the NCIC/CJIS representative. The Dispatcher Supervisor shall receive an additional two (\$2.00) dollars per hour over the above his/her regular hourly pay. In the absence of the appointed Dispatcher Supervisor the Chief or Police or his designee may appoint an alternate Dispatcher Supervisor who shall receive the additional two (\$2.00) dollars per hour.

SECTION 5: DIRECT DEPOSIT

Beginning July 1, 2015 all Teamster Union Local 170 members shall be required to enroll in a direct deposit bank account.

In the future and after the City up-grades the MUNIS or similar payroll system, the City will implement an electronic on-line employment time management system for all members. The system will manage hour worked, vacation sick time, personal time.

ARTICLE 7
GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 1: DEFINITION:

A grievance is a dispute concerning the interpretation, meaning or application of this Agreement, or any amendment or supplement thereto, except such disputes concerning such matters as are specifically excluded from the Grievance and Arbitration Procedure by other paragraphs of this Agreement.

SECTION 2: TIME LIMITS:

The time limits indicated hereunder will be considered maximum unless extended by mutual agreement in writing.

SECTION 3: GRIEVANCE PROCEDURE:

LEVEL 1: INFORMAL:

Any employee alleging a violation, misapplication, misinterpretation of any of the terms and conditions of this Agreement should discuss the alleged violation(s) with the employee's immediate supervisor and try to resolve the issue. If the parties are unable to resolve the issue(s), the employee shall proceed to Level 2 of the Grievance Procedure.

LEVEL 2:

An employee who alleges a violation of this Agreement shall consult the steward, who shall, if the alleged grievance is considered justified, reduce it to writing including a brief statement of facts, and deliver three (3) copies thereof to the Chief or designee, and one (1) copy to the Mayor's designee, currently the Director of Human Resources. A grievance must be submitted in writing within ten (10) days of the occurrence of the facts giving rise to it, or within ten (10) days of knowledge of the facts underlying the grievance. Failure to submit the grievance in a timely manner shall waive the grievance.

The Chief or designee shall render a decision in writing within ten (10) days from the date the written grievance is submitted. Failure to do so shall be deemed acceptance of the grievance.

LEVEL 3:

If the decision of the Chief or designee, does not resolve the grievance, the grievance shall be forwarded to the Mayor of the City of Fitchburg by the Union, together with a copy of the Chief's written response, within ten (10) days of the date of the decision of the Chief. Failure to submit the grievance to the Mayor

within the time limits shall waive the grievance.

The Mayor or designee shall render a decision within fourteen (14) days of the date the grievance is submitted. The Mayor or designee shall meet with representatives of the Union prior to issuance of a written decision, if the same is requested by either of the parties. However, if a meeting is requested, the time within which a decision is due shall be extended to twenty-one (21) days.

LEVEL 4:

If the alleged grievance is not resolved by the Mayor's determination, it may be submitted by either party for arbitration to the *American Arbitration Association*, or to a mutually agreeable alternate dispute resolution agency/individual provided that said application for arbitration is filed with the AAA or the alternate agency no later than thirty (30) days following the date of the Mayor's determination. Failure to submit the grievance to arbitration/resolution within the time prescribed shall waive the grievance.

SECTION 4: ARBITRATION:

Any grievance which alleges a violation by the City or any one of its agents of one or more of the provisions of this Agreement, and which has not been settled under the procedures set forth herein, may be submitted by either party to the American Arbitration Association or an alternate. Failure to submit the grievance within the time limits prescribed shall waive the grievance. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator if they cannot mutually agree upon an arbitrator.

SECTION 5: ARBITRATOR'S AUTHORITY:

The arbitrator/resolver so selected will confer with the representatives of the Union and the City and will issue his/her decision, award, and reasons therefore, not later than twenty (20) days from the date of the close of the hearings, or if all the hearings have been waived, then twenty (20) days from the day the final statement has been submitted to arbitrator/resolve. The arbitrator/resolve will be without power or authority to make any decision or award that violates the Common Law, or Statutory Laws of the Commonwealth, or any rules and regulations promulgated pursuant thereto. The arbitrator/resolver shall be without power to add to or to subtract from or otherwise modify the terms of this Agreement. The arbitrator shall be without power to require the commission of any act prohibited by law, or which violates any of the terms of this Agreement.

The arbitrator/resolver shall be without power or authority to render an award or

decision concerning any matter which is excluded from the Grievance and Arbitration Procedure of this Agreement. The arbitrator/resolver will be without power or authority to make any decision or award concerning any matter or grievance which occurred or failed to occur prior to the effective date of the Agreement. The decision of the arbitrator/resolver will be final and binding except for review and confirmation as provided by the provisions of Chapter 150E of the General Laws.

ARTICLE 8 HOLIDAYS

All permanent full-time employees who are not scheduled to work shall receive a day's pay for each of the following holidays:

New Year's Day
Martin Luther King Day
President's Day
Patriot's Day
Memorial Day
Independence Day

Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving Day
Christmas Day

For those employees who are required to work on any of the above listed holidays as part of the employee's regular schedule, said employees shall be entitled to time and one-half (1-1/2) for all hours worked. If a holiday falls during an employee's vacation the day shall be charged to holiday pay.

A day's pay for holiday purposes shall be based on the hourly rate of the employee's regular daily rate of pay. All part-time employees who are required to work on a holiday shall be entitled to holiday pay pro-rated based on the actual hours worked or a days owed. Days owed shall not exceed forty (40) hours.

An employee called into work on such holidays shall be paid one and one-half (1 ½) times the employee's regular rate of pay for all hours worked.

Except in emergency situations, employee's schedules and the Overtime List shall determine who will work on holidays.

ARTICLE 9 OVERTIME

SECTION 1: ASSIGNMENT:

The City reserves the right to assign overtime to dispatchers as the City deems appropriate in its sound discretion. Police Officers should only perform dispatch duties during an emergency. Overtime shall be awarded in the following manner: voluntary (by lowest card) forced (by seniority) and ordered from home (by seniority)

SECTION 2: COMPENSATION:

Any employee retained on duty by the Department at the expiration of their regularly scheduled shift, or any employee who is called to work before the regularly scheduled shift, shall be paid one and one-half (1-1/2) times their basic rate of pay for all overtime hours worked.

SECTION 3: RECALL:

Any full-time employee recalled to work by the Department during regularly scheduled time-off, other than as provided for above, shall be paid one and one-half (1-1/2) times their basic rate of pay for all overtime hours worked, but in no case shall this be less than four (4) hours at time and one-half (1-1/2).

SECTION 4: DISTRIBUTION:

Overtime will be assigned by the Chief / Department Head or designated representative and will be distributed as equally and equitably as possible on an annual basis and on an hourly basis, so long as a person is qualified in the opinion of the Chief or Department Head and except in emergency situations as determined by the Chief.

A record shall be kept for all employees of all overtime and shall be available for inspection. Refusals shall be considered hours worked for distribution purposes. "No Answers" will not be considered a refusal, but will be taken into account when determining the reasonable efforts to equalize overtime opportunities on a continuing basis.

For Dispatchers who were in the first group hired, the ranking utilized during the hiring process shall determine their Seniority status.

ARTICLE 10
COURT ATTENDANCE

SECTION 1: REQUIRED ATTENDANCE:

Any employee required or summonsed to attend any Court as a witness for the Commonwealth or for the defense, or appear at the Registry of Motor Vehicles in a proceeding for the Commonwealth or for the defense, at a time when the employee is normally off duty, shall receive pay at the overtime rate for not less than three (3) hours. This shall include appearance by the employee during vacation, scheduled days off at other times other than the employee's regularly scheduled shift.

SECTION 2: ATTENDANCE WHILE ON VACATION:

Any employee who is required to attend court during their vacation shall be granted an additional day's vacation in lieu of the day lost and in addition to the compensation set forth in this Article, except in cases where such employee is required or summonsed to attend Civil Court proceedings. In that event such employee may elect to receive an additional day's vacation or to receive payment pursuant to SECTION 1. In no event shall the employee be entitled to both. When an employee is required to attend court on a scheduled vacation day, the employee shall have the option of using the day or not using the day. If it is not used, the day shall be restored to the employee's existing vacation allotment.

SECTION 3: CANCELLATION NOTIFICATION:

If an employee is scheduled to attend court as a witness and is not notified by 23:30 hours on the day prior to the day of the Court appearance the employee shall be entitled to three (3) hours pay at straight time. The word "notification" shall be reasonably interpreted.

ARTICLE 11
SECTION 1: UNIFORM ALLOWANCE

The employer will include in the recommended municipal budget for each fiscal year during the term of this Agreement funding for uniforms and cleaning as follows: Police Dispatchers five hundred (\$500.) dollars annually; Parking Control Officers and Airport Linemen shall receive six hundred and fifty (\$650.) dollars annually. Clothing allowance will be paid with the first pay period in December each year.

The style and number of uniforms shall be determined by a committee composed of two (2) representatives from the bargaining unit the Chief of Police, City Treasurer for Parking Control Officers, and Airport manager for Airport Linemen respectively.

All Police Dispatchers, Parking Control Officer(s) and Airport Linemen shall be required to wear the complete uniform in accordance with the Department's Rules and Regulations when on duty. Any union member who is on duty without proper uniform may be subject to disciplinary action.

New employees must be employed six months prior to December 1, each year to be eligible for the December clothing allowance payment.

Employees terminated prior to December 1, of any year are not eligible to receive the cleaning/clothing allowance. New employees must have an effective employment date of the prior July 1, to be eligible for the December clothing/cleaning payment.

ARTICLE 12 VACATION PAY

SECTION 1: ACCRUAL:

Vacation benefits shall be granted in accordance with City Ordinance. In so far as possible and compatible with the needs of the Department, each full-time member of the bargaining unit shall be granted vacation leave as listed below:

YEARS OF SERVICE	NUMBER OF DAYS
SIX MONTHS TO FIVE YEARS	TEN (10) DAYS
FIVE YEARS TO TEN YEARS	FIFTEEN (15) DAYS
TEN TO FIFTEEN YEARS	TWENTY (20) DAYS
FIFTEEN OR MORE YEARS	TWENTY-FIVE (25) DAYS

SECTION 2: DEFINITION:

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. Vacation leave shall be granted at the discretion of the Chief of Police for Dispatchers, Treasurer for

Parking Officers, Airport Manager for Linemen and according to the needs of the department. Employees shall be allowed to carry no more than eight (8) days over into the next year. Employees who desire to carry over more than eight (8) days may make a written request to the Mayor. The determination of the Mayor shall be final and shall not be subject to the Grievance Procedure. All employees shall request Vacation Leave in writing. Part-Time employees who qualify shall be entitled to prorated benefits.

All new employees shall be entitled to one-half (1/2) of a vacation day per month to be earned on an aggregate basis starting from the first day of the calendar month after the start of their employment with the City, for the succeeding twelve months. At the end of the twelve month period they shall be credited with the difference between the number of vacation days earned up until such date and ten (10) vacation days provided to the other employees.

ARTICLE 13 **SHIFTS AND HOURS OF WORK**

SECTION 1: HOURS OF WORK POLICE DISPATCHERS:

The regular work week for Police Dispatchers shall consist of forty (40) hours per week inclusive of a paid one-half (1/2) hour meal period. The meal period shall be taken as far as practicable at the mid-point of the shift. It is understood that it may not be possible for employees to leave the work site during the meal period.

All Police Dispatchers shall be entitled to two (2) ten (10) minute paid break periods one (1) to be taken during the first four (4) hours of the shift and the second during the second half of the shift. It is understood that it may not be possible for employees to leave the work site during the break period. If the City contemplates making changes to the scheduled hours of work, the City shall notify the Union of its intent to make changes and at the Union's request, the parties shall meet and confer under the provisions of Chapter 150E concerning the changes.

The City shall give at least a one (1) week notification of any contemplated changes in schedule, except in emergency situations.

A civilian dispatcher may secure another dispatcher of the same rank to work in their place. The dispatcher's commanding officer (OIC) shall be notified twenty-four (24) hours in advance. In any event, no dispatcher shall be allowed to work more than sixteen (16) hours in any twenty-four (24) hour period, whether regular detail, overtime or swap duty. No shift swaps shall create overtime for the department.

SECTION 2: TOURS OF DUTY:

Dispatchers may be required to remain at work for a second shift or additional hours in accordance with the needs of the Department. Except for emergency situations, Dispatchers shall not work for more than sixteen (16) consecutive hours without eight (8) hours of time off immediately following. Dispatchers will not be required to work more than two (2) forced overtimes during any four (4) day, unbroken tour of duty.

SECTION 3: PARKING CONTROL OFFICER(S) and AIRPORT LINEMEN:

As of July 1, 2003 the Parking Control Officer(s) and Airport Linemen will be combined with this contract and will have items unique to the Parking Control Officer(s) and Airport Linemen job description.

Parking Control Officer(s) Hours of Work and Overtime

The normal work hours for all Parking Control Officer(s) shall be seven (7) hours per day and thirty-five (35) hours per week, Monday through Friday. Each employee shall be scheduled to work a shift with regular starting and quitting times.

Parking Control Officer(s) who work outside their normal work hours shall be paid the following premium rates: For hours between seven (7) and eight (8) hours per day or for hours between thirty-five (35) and forty (40) hours per week – time and one-half (1-½) or compensatory time off. For hours after eight (8) hours per day or for hour over forty (40) hours per week – either compensatory time off or cash at the time and one-half (1-½) rate.

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.

Airport Linemen Hours of Work and Overtime

The normal work hours for all Airport Linemen shall be eight (8) work hours per day totaling forty (40) hours per week. Work week shall start on Sunday and end on Saturday. Each employee shall be scheduled to work a shift with regular starting and quitting times.

Airport Linemen who work outside their normal work hours shall be paid the following premium rates: For hours after eight (8) work hours per day or over forty (40) work hours per week – either compensatory time off or cash at the time and one-half (1-½) rate.

Airport Linemen meal periods:

All Airport Linemen 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.

SECTION 4:

Summer hours: With the approval of the Airport manager, Airport Linemen will be allowed to work a four day, forty (40) hour per week schedule, starting May 1, through September 30th each year. The schedule will include a day shift and an evening shift to accommodate the additional air traffic.

ARTICLE 14 SICK LEAVE

SECTION 1: ACCUMULATION

All employees, except new employees when entitled thereto, shall be granted Sick Leave aggregating not more than fifteen (15) days on January 1st of each year exclusive of regularly scheduled days off. Sick Leave allowance not used in any particular year may accumulate in an unlimited fashion for use in any subsequent year.

New employees shall be entitled to one and one-quarter (1-¼) days of sick leave per month to be earned on an aggregate basis from the date of their appointment for the succeeding twelve (12) months. On the first anniversary of the date of appointment, they shall be credited with the difference between the number of days of sick leave they have earned until such date, and fifteen (15) sick leave days provided to other employees.

SECTION 2: WORKERS' COMPENSATION:

Sick Leave may only be granted in accordance with the provisions of Section 2, Paragraph 50, of the General Ordinances of the City of Fitchburg. No Sick Leave may be granted to an employee who is receiving compensation pursuant to the Workers' Compensation Law, Chapter 152. However, employees shall have the option of utilizing Sick Leave with Workers' Compensation salary payments so that the employee receives the same amount of salary they would received if the employee were working. In no case shall said combined compensation be more than the employee's regular weekly pay.

SECTION 3: EXTENDED SICK LEAVE:

Extended Sick Leave in excess of an employee's earned accumulated Sick Leave may only be granted to an employee upon recommendation of a majority of the Sick Leave Board. The Sick Leave Board shall consist of the Chief of Police or Department Head, the Director of Human Resources, and one (1) employee from the bargaining unit. Awards made under this Section shall not be subject to the Grievance Procedure.

SECTION 4: REPORTING AND RESTRICTIONS:

All persons calling in sick for duty must describe the illness which they are claiming as a reason for being sick. Employees shall call the Department as soon as possible, but in no case later than one (1) hour before the beginning of their regularly scheduled shift.

SECTION 5: ABUSE OF SICK LEAVE:

The Department shall have the right to request a physician's note when an employee is absent from duty for three (3) or more regularly scheduled shifts. The Department has the right to require a physician's note if abuse is suspected. Employees may be subject to discipline up to and including termination for abuse of Sick Leave.

SECTION 6: SICK LEAVE PERSONAL DAYS:

Employees who do not use Sick Leave shall be granted four (4) hours of personal time for each calendar month said employees do not use sick time. Such personal time shall be cumulative to a maximum of forty-eight (48) hours. Any Employee who does not use Sick Leave for six (6) consecutive calendar months shall be entitled, at the end of the sixth (6) calendar months to one (1) additional personal day. There shall be no limit on the amount of accumulated personal time an

employee may but back. Employees are limited to two (2) such sell back events in any calendar year.

SECTION 7: CHILD BIRTH LEAVE:

In the event of the birth of a child to the spouse of an employee, the employee may use up to two (2) days of Sick Leave, charged against the employee's accumulation, which shall not affect the employee's accumulation of personal days.

SECTION 8: DEATH OF THE EMPLOYEE:

The City agrees to pay each permanent employee, or the designated beneficiary, or their estate, an amount of money equivalent to twenty-five (25%) percent of such employee's accumulated Sick Leave on the date of the employee's death or retirement but in no event more than ten thousand dollars (\$10,000.00). A day's pay, for purposes of this paragraph, shall be computed as one-fifth (1/5) of the employee's regular weekly pay on the date of the employee's retirement or death. Application for this benefit must be made by the employee estate within six (6) months of the employee's retirement or death from employment to be eligible.

SECTION 9: WORKERS' COMPENSATION:

When an employee is receiving compensation under the provisions of Chapter 152 - Workers' Compensation said employee shall not continue to accrue Sick Leave. If an employee works a portion of a calendar year, the employee shall receive a proportionate amount of Sick Leave.

SECTION 10: FAMILY MEDICAL LEAVE ACT:

All employees are eligible to request a leave of absence without pay in accordance with the provisions of the Family Medical Leave Act. In no case, however, shall a leave of more than twelve (12) weeks be granted in a twelve (12) month period. Employees are required to request said leave in writing, and provide medical documentation concerning the necessity for the leave. Employees may apply any accrued leave time (Sick Leave, Vacation, and Personal Leave) in order to receive compensation during the leave period. Employees are responsible for any co-payments for benefits during the leave period.

**ARTICLE 15
BEREAVEMENT LEAVE**

In the event of a death in the immediate family of an employee, the employee shall be entitled to a reasonable period of leave from the Employer if an employee

wishes to take time off for the purpose of attending funeral services or arranging burial. Approval of Bereavement Leave will occur in the absence of unusual operating requirements. Any employee may, with the supervisor's approval, use any available paid leave for additional time off.

The "Immediate Family" shall be construed to mean father, mother, spouse, brother, sister, daughter, son, grandparents, aunt, uncle, first cousin, father-in-law and mother-in-law of the employee, or a blood relative residing within the employee's household.

Three (3) days of said leave may be granted without loss of pay in addition to, and not charged against, regular sick leave or vacation credits.

In the event of the death of a spouse's grandparents, an aunt or uncle, sister-in-law or brother-in-law of an employee, the employee shall be granted the day off to attend the funeral.

In the event of the death of an employee or retiree of the bargaining unit, one (1) members of the unit shall be granted appropriate leave to attend the funeral when possible.

The Chief or Department Head shall have the discretion to extend the funeral leave to five (5) days in exceptional circumstances. Proof of loss may be required.

ARTICLE 16 **JURY DUTY LEAVE**

The City of Fitchburg encourages employees to fulfill their civic responsibilities by serving Jury Duty when required. Employees selected for Jury Duty shall receive their regular daily rate of pay for the first three (3) days of jury service. For any additional days of service, the City will pay the difference between regular straight time rate of pay and any payment received for jury service. The employee will be required to present proper evidence of jury service and the amount of compensation for such service, exclusive of travel or meal allowances.

Either the City or the employee may request an excuse from Jury Duty if, in the City's judgment, the employee's absence would create serious operational difficulties.

All insurance benefits shall remain in full effect during the term of the Jury Duty absence provided the employee continues to make co-payments as required.

Accrual for benefits calculations, such as Vacation, Sick Leave, or Holiday benefits will not be affected during unpaid Jury Duty Leave.

ARTICLE 17 ***MILITARY LEAVE***

A Military Leave of Absence without compensation shall be granted to any permanent employee called to active duty with the Armed Forces of the United States.

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

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

A permanent employee will not lose seniority benefits if they are called to active duty for an extended period of time provided that they return to their job within one (1) month of their honorable discharge or release from active duty and the employee files with the municipal employer the certificate of a registered physician stating that they are able to perform the duties of their position in the municipal service.

ARTICLE 18 ***SENIORITY ARTICLE***

SECTION 1: ANNUAL SHIFT BIDDING:

No later than December 1st of each year, a list of all available shifts and day off groups assignments for Police Dispatchers, shall be posted on the appropriate bulletin boards in the Police Station. Employees may indicate their preference for assignment by submitting the same, in writing, to the Chief of Police or designee no later than December 15th of each year, said preference to be effective for the following year only.

SECTION 2: ASSIGNMENT:

Insofar as possible and compatible with the needs of the Department, the Chief or designee shall assign members to their preference. When qualifications of two (2) individuals are virtually the same, seniority shall be used as a "tie breaker".

SECTION 3: SENIORITY LIST:

Whenever more than one (1) Dispatcher is hired on the same date, their final seniority will be determined in the following order. The first determining factor shall be the date on which they were issued their Conditional Offer of Employment. Should two or more dispatchers be offered employment on the same date, the next determinant will be the date of which they clear training and are placed on a regularly assigned shift. Should two or more dispatcher's clear training on the same date, the dispatcher's score on the entrance examination will be the final determinant. In each instance seniority shall be granted to earliest date, and descend to the most recent date. The final determining factor shall be the test score received on the same Dispatcher entrance examination taken by the involved parties.

ARTICLE 19 EDUCATIONAL BENEFITS

SECTION 1: MANDATORY TRAINING PROGRAMS:

Employees attending mandatory training programs on days regularly scheduled to work at the request/direction of the Chief of Police or his/her designee shall be compensated at the employees' regular rate. Employees attending training are expected to return to regular scheduled work hours after training.

If the time of attendance of training is the employee's day off, the employee shall be credited with one-and-one half (1-1/2) times the employees regular pay rate for the actual hours spent in training. The City shall pay all tuition, fees, and books for required training programs.

SECTION 2: OPTIONAL TRAINING PROGRAMS:

Employees may request to attend training programs, courses, and/or seminars. The employee may be entitled to tuition reimbursement provided that the employee applies in writing to the Chief or Department Head for authorization for the course.

At the discretion of the Chief, attendance and tuition reimbursement will be authorized. The City shall establish an Educational Fund in the amount of three thousand dollars (\$3,000) annually to reimburse eligible employees for authorized optional training programs.

SECTION 3: EXPENSES:

Employees covered by this agreement who is required to use, and who actually uses their own motor vehicle in the performance of their duties and who is authorized to do so by the department head or Mayor, shall be reimbursed for such use in the following manner. The actual business mileage will be reimbursed at the rate established by the IRS for Federal Income Tax purposed as of January 1, each year or as established thereafter.

The employee for reimbursement shall keep daily mileage slip (supplied by the City). Managers and or supervisors may periodically check the employee's vehicle odometer reading. Assignment and use of City owned vehicles is the sole discretion of the Mayor.

***ARTICLE 20
NO STRIKE***

The Union agrees that during the term of this Agreement, neither it, its officers, nor any member will engage in, encourage, sanction, support, or suggest any strike, slowdowns, mass resignations, mass absenteeism, or other similar actions which would involve suspension of or interference with the normal work of the Department or of any other City Department. Any employee participating in these prohibited activities may be disciplined up to and including discharge by the City.

***ARTICLE 21
AMENDMENTS OF THE AGREEMENT***

This Agreement may not be amended except by mutual agreement of the parties in writing.

***ARTICLE 22
DURATION***

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 no 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 process or 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.

ARTICLE 23
REPRODUCTION OF AGREEMENT

The City agrees to reproduce this Agreement in sufficient copies so that each member of the Union may obtain one (1) copy.

ARTICLE 24
PROTECTION

The City agrees to accept the provisions of M.G.L. Chapter 41, Section 100 (Indemnification) and Section 100A (Indemnification) for damages incurred on account of injuries arising out of operation of publicly owned vehicles, machinery, etceteras.

ARTICLE 25
AMERICANS WITH DISABILITIES ACT

The City and Union recognize their responsibility to abide by the mandates of the Americans With Disabilities Act of 1991. They shall make reasonable accommodations for employees who are covered under the mandates of the act provided that these accommodations shall not interfere with the effective, efficient management of the Department. No employee shall be discriminated against because of a disability as defined by the act. No employee shall be discriminated against for exercising the employee's rights under the act.

ARTICLE 26
PROBATIONARY PERIOD AND DISCIPLINE

SECTION 1: PROBATIONARY PERIOD:

FULL-TIME EMPLOYEES:

All full-time employees shall be subject to a six (6) month probationary period commencing at the beginning of employment with the City. An employee may be separated from the City during this period without reason or recourse. Any

employee who is not available for work for a period of more than ten (10) working days shall have their probationary period extended for a like period of time.

PART-TIME AND CASUAL EMPLOYEES:

All part-time and casual employees shall be subject to a one (1) year probationary period commencing at the beginning of employment with the City. An employee may be separated from the City during this period without reason or recourse. Any employee who is not available for work for a period of more than ten (10) days shall have their probationary period extended for a like period of time.

SECTION 2: PROGRESSIVE DISCIPLINE:

All employees are subject to progressive discipline up to and including termination. Discipline, up to and including termination, shall not be imposed in a manner which is arbitrary and/or capricious. Any employee who receives a Statement of Counseling and does not have any additional statement concerning the same subject during a one (1) year period shall have the statement returned. Any employee who receives a written Letter of Reprimand shall have said letter placed in the employee's Official Personnel File. If after three (3) years period from the date of the Letter of Reprimand there has been no reoccurrence of the action giving rise to the Letter of Reprimand, and provided that said removal is not violate of law, said letter shall be removed from the file and returned to the employee. If the employee has received a second disciplinary action on the same issue, the Letter of Reprimand shall not be removed. Suspension or discharge may not be imposed in a manner which is arbitrary and/or capricious.

EMPLOYEE EVALUATIONS

All members covered by this contract will be evaluated by supplement "A" Employee Performance Evaluation. An employee covered by this agreement must qualify for a step increase by receiving an Annual "acceptable" or better performance evaluation rating completed of the Performance Evaluation Form. Such evaluation is due by May 30th and are to be completed by the employee's immediate supervisor and submitted to the department manager (if different) for approval of the rating and a recommendation or non-recommendation of a step increase. Should the employee not agree with the evaluation, it shall be forwarded to the Director of Human Resources for review. If after this review, the employee does not agree, the rating may be appealed to the Mayor's Office for further review.

ARTICLE 27
WAIVER

Both parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining, and that all subjects have been discussed and negotiated upon, and the Agreements contained herein were arrived at after the free exercise of such rights and opportunities. Therefore, the Employer and the Union for the life of this Agreement, each voluntarily and without qualification, waive the right and each agrees the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

The failure of the Employer or the Union to insist, in any one or more situations, upon performance of any of the terms or provisions of this Agreement, shall not be considered as a waiver or relinquishment of the right of the Employer or the Union to future performance of any such terms or provisions, and the obligations of the Union or the members to such future performance shall continue.

ARTICLE 28
REDUCTION IN FORCE

In case of necessary reductions in force, seniority within the position classification shall be the determining factor in the order of lay-off with the least senior employee being the first to be separated. The City will recognize the Union Steward as the Most Senior Dispatcher in the event of a layoff subject to the layoff provisions of the Contract.

The parties agree that they have met and conferred in good faith concerning terms and conditions of employment, wages, benefits and working conditions. The parties further agree, that upon execution of this agreement, the parties shall jointly support the funding of this Agreement with the City Council. Implementation of the cost items of this agreement become effective with the funding of the City Council.

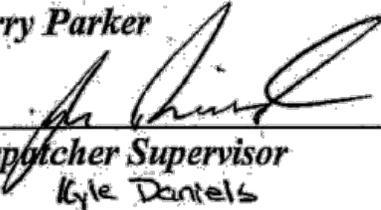
**TRUCK DRIVERS UNION,
LOCAL #170:**



**Business Agent – Local 170
Ed Adley**



**Union Steward
Terry Parker**



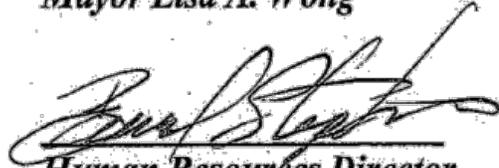
**Dispatcher Supervisor
Kyle Daniels**

DATE: 06/17/2015

CITY OF FITCHBURG:



Mayor Lisa A. Wong



**Human Resources Director
Bernard Stephens**



**City Solicitor
John Barrett**

DATE: 6/19/15

**APPENDICES
Memorandum of Understanding**

MEMORANDUM OF AGREEMENT

Between the

CITY OF FITCHBURG

And the

TEAMSTERS UNION

LOCAL 170

This Memorandum of Agreement ("Agreement") is effective as of this 26 day of February, 2015 between the City of Fitchburg ("City") and the Teamsters Union, Local #170, affiliated with the International Brotherhood of Teamsters ("Union")

WHEREAS, the City and the Union have concluded negotiations over changes to the terms for the Collective Bargaining Agreement between the parties covering the period July 1, 2014 through June 30, 2017;

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties mutually agree that the provisions as outlined below shall be incorporated into a new Collective Bargaining Agreement and shall replace any language in the previous Agreement where language for such Article or Section is included herein.

All changes shall become effective as of the date specified; if no effective date is specified, changes shall become effective as of the effective date of this Agreement.

Specific language changes to the previous Agreement are as follows

ARTICLE 1 RECOGNITION, SCOPE AND SEVERABILITY

The City hereby recognizes the Union as the exclusive representative for the purposes of collective bargaining with respect to wages, hours, and any other terms or conditions of employment for all employees certified by the Massachusetts Labor Relations Commission (MCR-4312, August 8, 1994). This contract also includes the positions of Civilian Dispatchers, Parking Control Officer(s) and Airport Linemen and Head Airport Lineman as of July 1, 2015.

1. ARTICLE 6 – Compensation, Shift Defere[n]tial and Longevity

SECTION 1: Wages

Civilian Dispatchers

07/01/2014 = 1%

07/01/2015 = 1%

07/01/2016 = 1%

Entry level rate is now step 1- Step 2 is now Step 1, and so on. See new chart.
Add Steps 6 and 7 to matrix

2. Linemen

07/01/2014 = 1%

07/01/2015 = 1%

07/01/2016 = 1%

Add, Steps 6 and 7 to matrix.

Parking control officer to go to new Entry Level matrix line.

<u>Dispatchers</u>	<u>07/01/14</u> (1%)	<u>07/01/15</u> (1%)	<u>07/01/16</u> (1%)
Entry Level	\$15.70	\$15.86	\$16.02
Step 1 – 2 years	\$16.00	\$16.16	\$16.32
Step 2 – 4 years	\$16.32	\$16.48	\$16.64
Step 3 – 6 years	\$16.64	\$16.81	\$16.98
Step 4 – 8 years	\$16.98	\$17.15	\$17.32
Step 5 – 10 years	\$17.32	\$17.49	\$17.66
Step 6 – 12 years	\$17.66	\$17.84	\$18.02
Step 7 – 14 years	\$18.02	\$18.20	\$18.38

INSERT a new wage scale for Airport Linemen and Parking Control Officer as follows:

Entry Level	\$17.83	\$18.01	\$18.19
Step 1 – 2 years	\$18.16	\$18.34	\$18.52
Step 2 – 4 years	\$18.50	\$18.69	\$18.88
Step 3 – 6 years	\$18.86	\$19.05	\$19.24
Step 4 – 8 years	\$19.20	\$19.39	\$19.58
Step 5 – 10 years	\$19.56	\$19.76	\$19.96
Step 6 – 12 years	\$19.94	\$20.14	\$20.34
Step 7 – 14 years	\$20.31	\$20.51	\$20.72

SECTION 2: SHIFT DIFFERENTIAL:

DELETE the current language and INSERT the following:

Effective upon execution of this Agreement, all Dispatcher who regularly work between the hours of 3:00 PM to 11:00 PM shall receive in addition to any other compensation, a night shift differential of five dollars (\$5.00) for each full shift worked. For employees who regularly work between the hours of 11:00 PM to 7:00 AM said night shift differential shall receive in addition to any other compensation and additional four (\$4.00) dollars for each full shift worked. The differential will not be paid during any leaves, and will only be added to any overtime pay that may be otherwise due.

SECTION 5. (NEW)

Beginning July 1, 2015 all Teamster Union Local 170 members shall be required to enroll in a direct deposit bank account.

In the future and after the City up-grades the MUNIS or similar payroll system, the City will implement an electronic on-line employment time management system for all members. The system will manage hour worked, vacation sick time, personal time.

3. ARTICLE 7: Grievance and Arbitration Producers

Level 2:

Change response time from (second paragraph) from Seven (7) days to ten (10) days.

Level 3:

Change response time from (first paragraph) from Seven (7) days to ten (10) days.

4. Article 8 Holidays

Third paragraph

A day's pay for holiday purposes shall be based on the hourly rate of the employee's regular day's rate of pay. All employees who are required to work on a holiday shall be entitled to holiday pay basis on the actual hour work (add) or a days owed. Days owed shall not exceed forty 40 hours.

5. Article 9 Overtime

Section 1. Assignment:

Add to the end of the sentence:

Police Officers should only perform dispatch duties during emergency.

6. ARTICLE 11

Section 1: Uniform Allowance

Add new sentence to the end:

Clothing allowance will be paid with the first pay period in December each year.

Through September 30th each year. The Airport Linemen schedule will include a day shift and an evening shift to accommodate the additional air traffic.

*Article 13
Section 7*

8. **ARTICLE 12 Vacation**

Section 2.

Second sentence:

Employees shall be allowed to carry no more than ~~five (5)~~ eight (8) days over into the next years. Employees who desire to carry over more than five ~~(5)~~ eight (8) days may make a written request to the Mayor.

9. **ARTICLE 13 Shifts and Hours of Work.**

A civilian dispatcher may secure another dispatcher of the same rank to work in their place. The dispatcher's commanding officer (OIC) shall be notified twenty-four (24) hours in advance. In any event, no dispatcher shall be allowed to work more than sixteen (16) hours in any twenty-four (24) hour period, whether regular detail, overtime or swap duty. No shift swaps shall create overtime for the department.

10. **Article 26 Probationary Period and Discipline**

All members covered by this contract will be evaluated by supplement "A" Employee Performance Evaluation. An employee covered by this agreement must qualify for a step increase by receiving an Annual "acceptable" or better performance evaluation rating completed of the Performance Evaluation Form. Such evaluation is due by May 30th and are to be completed by the employee's immediate supervisor and submitted to the department manager (if different) for approval of the rating and a recommendation or non-recommendation of a step increase. Should the employee not agree with the evaluation, it shall be forwarded to the Director of Human Resources for review. If after this review, the employee does not agree, the rating may be appealed to the Mayor's Office for further review.

11. **Article 15 Bereavement Leave**

The "Immediate Family" shall be construed to mean the father, mother, spouse, brother, sister, daughter, son, grandparents, aunt uncle first cousin, father-in-law and

mother-in-law of the employee or a blood relative residing within the employee's household.

12. ARTICLE 22 - DURATION

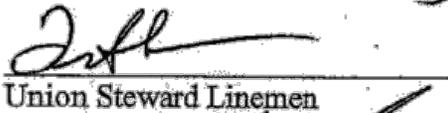
DELETE the current language and **INSERT** the following:

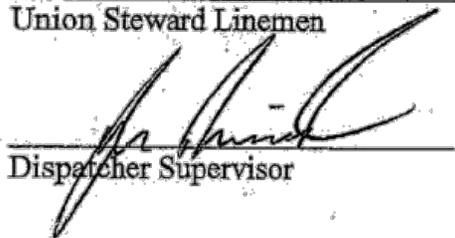
This Agreement unless otherwise indicated shall be effective from July 1, 2014 and shall remain in full force and effect up to and including June 30, 2017.

Either party may, no sooner than January 1, 2017 and no 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 process or 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 t in writing.

TEAMSTERS UNION LOCAL # 170

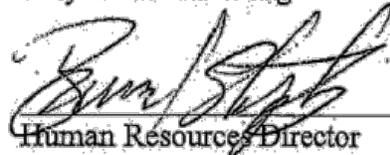

Business Agent Local # 170


Union Steward Linemen


Dispatcher Supervisor

CITY OF FITCHBURG


Mayor Lisa A. Wong


Human Resources Director

City Solicitor

SUPPLIMENT A

Civilian Police Dispatchers and Airport Linemen (Teamsters)

Employee Performance Evaluation

Employee: _____ Current Grade/Step: _____ Rate: _____

Date of Hire: _____ Last Evaluation Date: _____ Next Step Eligibility Date: _____

Evaluation Type: Probation Annual Evaluation Period: From _____ To _____

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

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

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

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

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

Employee: _____

Date: _____

Performance Evaluation (continued)

PUNCTUALITY AND EFFICIENCY

POINTS

COMMENTS

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

SAFETY

POINTS

COMMENTS

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

TOOLS AND PROPERTY

POINTS

COMMENTS

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

ATTITUDE TOWARDS MANAGEMENT

POINTS

COMMENTS

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

Employee: _____

Date: _____

Performance Evaluation (continued)

RULES AND REGULATIONS

POINTS

COMMENTS

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

CARRYING OUT INSTRUCTIONS

POINTS

COMMENTS

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

_____ **TOTAL POINTS SCORED**

General Comments: _____

Employee Comment: _____

SIGNATURES:

EMPLOYEE _____

DATE _____

DEPARTMENT HEAD _____

DATE _____

Blank