

MEMORANDUM OF AGREEMENT
Between the
CITY OF FITCHBURG, MA
And the
Service Employees International Union
Local 888/Inspectors
May 14, 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 of 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. Remove Article V/Civil Service from Table of Contents.
- f. 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 4, Seniority, p. 7

- a. Remove all references to "Civil Service." (Civil Service removed from Local 888/Inspectors CBA by mutual agreement of Parties in a prior negotiation cycle)

4. Article 5, Civil Service, p. 8

- a. Eliminate Paragraph 3, regarding Civil Service. Move remaining paragraphs 1, 2 and 4 to Article 4/Seniority.
- b. Eliminate this Article 5 from CBA.
- c. Renumber all CBA Articles accordingly.

5. Article 6, Injured Employees, p. 8

- a. **Eliminate** sentence 2: The un-worked time may be under the Sick Leave Article.

6. Article 7, Holidays, p. 9

- a. **Eliminate** "An employee required to work on a holiday shall receive, in addition to the regular holiday pay, an amount equal to one and one-half times his/her regular rate for all hours worked, but in no case shall be less than an amount equal to four times his/her basic hourly rate.
- b. **Replace** with " All employees covered by this Agreement who work on any of the holidays set forth above shall be paid at a rate of one and one-half (1 ½) times his/her regular base hourly rate for all hours worked, at a minimum of four (4) hours, in addition to the regular holiday pay."

7. Article 8, Vacations, p. 10

- a. **Eliminate** all paragraphs in current Article:
- "Each employee, regularly employed by the City, Shall be granted a vacation of not less than two (2) weeks (ten work days) without loss of pay in each calendar year if he/she has actually worked for the City for thirty weeks in the aggregate during the twelve months preceding the first day of June in such year.
 - Each full-time employee continuously employed by the City for five (5) years through nine (9) years shall be granted an annual vacation of not less than three weeks (15 working days) without loss of pay.
 - Each full-time employee continuously employed by the City for ten (10) or more years, shall be granted an annual vacation of not less than four weeks (20 working days) without loss of pay.
 - Each full-time employee continuously employed by the City for fifteen years or more, shall be granted an annual vacation of not less than five weeks (25 working days) without loss of pay.
 - Vacations must be taken in the calendar year which they are earned except that, an employee may carry forward one week of his/her vacation from a previous calendar year to the next calendar year provided, however, that he/she takes such vacation week together with no more than two weeks of his/her vacation earned in the next calendar year at one time. Department heads may, with the approval of the Mayor, allow one week carried forward to be taken in some other manner if the needs of the Department permit.
 - Effective July 1, 2004, any employee covered by this agreement may elect to sell back (exchange) two (2) weeks ten (10) days of vacation time per calendar year at his/her current rate of base pay, providing the employee has three weeks of vacation on January 1, of the calendar year in which he/she wishes to sell back (exchange) aforementioned weeks and provided that the employee has worked for the City for five (5) years."
- b. **Replace** with new vacation matrix (see attached).

8. Article 9, Sick Leave Personal Days, p. 12

- a. **Change** title of Article to Sick Leave.
- b. **Eliminate** Paragraphs 1 – 3 in current CBA:
- "Employees who do not use sick leave shall be granted one (1) day of personal time for each calendar month said employee does not use sick time. Such personal time shall be cumulative to eight (8) days.
 - New fulltime employees hired after July 1, 2011 shall be granted sick leave personal days consistent with the Fitchburg City Code Chapter 35, Sections 9, and Paragraph D, numbers 1, 2, and 3.
 - Any employee who does not use sick leave for twelve (12) consecutive calendar months shall be entitled, at the end of the twelfth consecutive month, either one (1) weeks' pay, five (5) days in place of five personal days at his/her regular rate plus two (2) additional personal days, or the total of his/her accumulated personal time. An employee electing to receive the weeks' pay shall not accumulate personal time as aforesaid. No request for half (1/2) day payments will be honored."
- b. **Replace** with the following:

Section 9.1 Accrual, Carryover and Usage

1. Fulltime employees hired **prior to July 1, 2011**, who do not use sick leave, shall be granted one (1) day of personal time for each calendar month said employee does not use sick leave.
2. Full time employees hired **on or after July 1, 2011**, who do not use sick leave, shall be granted a one-half (1/2) day of personal time for each calendar month said employee does not use sick leave.
3. Such personal time shall be cumulative to eight (8) days.
4. Up to five (5) personal days may be carried over to the next calendar year.
5. Personal Leave must be used in full day increments only.
6. Accrual is considered to be earned monthly on the day (1 – 31) on which the employee was hired, provided the employee has not utilized sick leave within earning period (1, 6 or 12 months), as applicable.

Section 9.2 Buyback/Exchange

9.2.1 Employees Hired Before July 1, 2011

Employees who do not use sick leave for a period of twelve (12) consecutive months shall have the option of receiving five (5) days' pay, at his/her regular rate, in exchange for five (5) of his/her accrued personal days, plus two (2) additional personal days or the total of his/her accrued personal time.

For example:

a. **Scenario 1**

Employee A does not use sick leave for twelve (12) consecutive months. At the end of the twelfth (12th) month, the employee "buys back" five (5) days (equivalent to one (1) weeks' pay). S/he shall receive two (2) "bonus" personal days.

b. **Scenario 2**

Employee B does not use sick leave for twelve (12) consecutive months. At the end of the twelfth (12th), the employee "buys back" all of his/her sick leave personal days accrued within the preceding twelve (12) months. The employee shall not receive two (2) "bonus" days.

9.2.2 Employees Hired On or After July 1, 2011

Employees who do not use sick leave for a period of twelve (12) consecutive months shall at the end of the twelfth (12th) month become eligible to receive five (5) days' pay, at his/her regular rate, in exchange for five (5) of his/her accrued personal days.

9.2.3 Other Buyback/Exchange Provisions

1. Employees who do not use sick leave for six consecutive calendar months shall earn one (1) additional or "bonus" personal day at the end of the sixth (6th) consecutive month.
 2. Employees who have accrued a minimum of six (6) personal days may "buy back" or exchange up to five (5) personal leave days for up to five (5) days of the employee's regular weekly pay. Regular weekly pay excludes overtime, education incentive awards, clothing allowance, stipends and/or other benefits.
 3. Employees donating to the Union's Sick Leave Bank shall not lose any Personal Leave days or "bonus" days when donating to the Bank.
 4. Personal time must be exchanged in full day increments only.
- c. **Sick Leave Bank, p. 13**
 1. ***Eliminate*** all language in current CBA related to the sick leave bank.
 2. ***Replace*** with the attached revised sick bank Article.

9. Article 11, Worker's Compensation, p. 16

- a. ***Eliminate*** from current CBA:

"Any employee when disabled by an accident or injury arising out of his/her employment is entitled to file for benefits under Worker's Compensation. Any injury must be reported forthwith to the supervisor. The report or injury shall be completed in triplicate, one copy shall be retained in the employee's personnel file and two copies forwarded to the Worker's Compensation Agent for the City of Fitchburg as soon as possible."
- b. ***Replace*** with attached.
- c. Worker's Compensation shall run concurrently with the Family Medical Leave Act (FMLA).

10. Article 13, Military Leave, p. 16

- a. ***Eliminate*** paragraphs 1 – 4 in current CBA.
- b. ***Replace*** with: The City will comply with all local, state and federal laws relative to Military Leave taken by employees covered under this Agreement.

11. Article 14, Special Leave, p. 17

- a. Remove all references to Civil Service.

12. Article 16, Health and Welfare, p. 18

- a. Replace \$10,000 with \$15,000 in Life Insurance.

13. Article 21, Promotional Training, p. 20

- a. **Eliminate** "Only BOH employees are eligible for this "professional growth incentive."
- b. **Eliminate** Paragraphs 3 - 5.
- a. **Replace** with the following:
 1. The City shall reimburse SEIU members covered by this Agreement for registration fees, tuition and books for successfully completed educational courses. This benefit is subject to advance written approval of/by the Department Head and Mayor, with notification and a copy of the certificate and/or license to the Director of Human Resources. This approval, or lack thereof, is not subject to the grievance or arbitration process. Reimbursement is subject to the member receiving a grade of C+ or higher in the course. In the event of a pass/fail course, a Pass must be obtained. Vehicle mileage to and from the course and meals are not included.
 2. Should the employee become separated from the City within two (2) years of receiving said reimbursement, the employee shall refund this payment to the City. (See attached for Training Conditional Waiver Form).
 3. Subject to the appropriate documentation to be provided by the employee, an educational incentive, shall be paid to said employee in accordance with the following stipulations:
 - a. A stipend shall be paid only once per achievement, licensure or certification during course of employment with the City of Fitchburg and shall be paid only to the highest level license held by the employee.
 - b. A stipend shall be paid only if the license, certification, etc. is acquired during the course of employment with the City of Fitchburg. Stipends shall not be paid to employees for licenses, certifications, etc. held at time of hire.
 - c. The City shall reimburse employees for the renewal costs of said licenses and certifications, as required for renewal purposes. (See attached for License/Certification Stipend Matrix)

14. Article 25, Hours of Work, p. 24

- a. **Replace** current paragraph C with the following: The Department Head shall determine the technology or medium of logging and tracking work hours.

15. Article 26, Vacancies/p. 25

- a. **Eliminate:** "Vacancies shall be governed by Civil Service Rules and Regulations."
- b. **Add:** The Mayor and the Director of Human Resources, within the scope and provisions set forth in this Agreement, shall set all salaries and pay grades relative to new employees and positions" as the first sentence in the Article.
- c. The City reserves the right to hire new employees at a grade or classification equal to or no higher than that of the longest tenured and/or highest credentialed current employee. Provided said employee holds the same position, qualifications and experience, or combination thereof as required by the job description as that of the new hire, the current employee's grade and step shall be increased to that of the new hire employee. The final determination of the new hire's compensation and any grade/step adjustment to a current employee's compensation shall be at the discretion of the Mayor and the Director of Human Resources.

16. Article 27, Wages & Performance Evaluation, p. 25

- a. Wage Adjustments:
 - Effective 07.01.17 1%
 - Effective 07.01.18 2%
 - Effective 07.01.19 2%

MOA/CITY OF FITCHBURG & SEIU/LOCAL 888, Inspectors, continued:

- b. Eliminate Paragraphs 2 and 3.
- c. Eliminate the current wage rate chart and replace with revised wage matrix.
- e. Parties agree on COLA's of 1%, 2%, 2%, respectively for FY18 – FY20.
- f. The Parties further agree that each step on the revised matrix shall be two (2) years in duration. All one (1) year steps have been eliminated.
- g. Steps 1 and 2 shall be eliminated from the Wage Matrix and a new Steps 9 and 10 shall be added. The steps have been renumbered in the Wage Matrix, eliminating Steps 1 and 2, so that the former Step 3 shall become the new Step 1, the former Step 4 shall become the new Step 2 and so forth. All employees' current steps shall be renumbered accordingly. Employees shall receive step increases as scheduled in the current wage matrix. Wages will be retroactive to July 1, 2017, unless specifically provided for.

17. Article 29, Effective Date of Agreement, p. 29

- a. *Change* dates to July 1, 2017 and June 30, 2020.

18. Article 31, Funeral Leave, p. 30

- a. *Eliminate* "funeral" and replace with "bereavement."

19. Article 32, Mileage, p. 31

- a. *Eliminate* paragraphs one through three in the current CBA.
- b. *Replace* with: Effective July 1, 2017, the City of Fitchburg shall pay a flat rate of Sixty-Five dollars (\$65.00) per week to an employee covered by this agreement for the employee use of a privately owned motor vehicle to perform inspection work on behalf of the city. Lump-sum payments shall be paid in the first pay period in June and December of each year. Any employee who uses his/her personal vehicle must log miles driven during the course of inspectional work. Such miles shall be recorded on a weekly basis and said mileage report/log must be submitted the City Auditor once per calendar year or at the Auditor's request.

If an employee covered by this agreement is assigned to go outside the City of Fitchburg limits on City business in a privately owned vehicle, s/he will be paid at the mileage rate established by the IRS for Federal Income Tax purposes. Miles driven outside the City limits on business shall not be logged in the aforementioned annual mileage report.

Assignment and use of City-owned vehicles is at the sole discretion of the Mayor. Employees who use City vehicles are not permitted to use said vehicles for travel between their residence and work.

All member employees who drive a City vehicle shall be subject to random drug testing per the City's drug testing policy.

- c. **New Section 32.2, Global Positioning System (GPS)**

The City reserves the right to install and implement global positioning systems in City departmental vehicles.

GPS Policy

A. Purpose

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.

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,

MOA/CITY OF FITCHBURG/LOCAL 888, Inspectors, continued:

the City of Fitchburg 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 warning.

Such infraction will result in counseling of the employee by management. Repeat offenders for minor infractions will be subject to progressive discipline. In contrast, significant or major infractions may result in discipline for the first offense.

C. Information

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

20. Article 33, Clothing Allowance, p. 31

- a. **Add** the following to the last sentence in Article: "as well as new employees."
- b. The clothing allowance shall increase from \$600 to \$750 for the positions of Custodians and the Scale Master only, effective 07.01.2017.

21. Article 35, Reclassification, p. 32

- a. Parties agree to elimination of Article.
- b. CBA Articles to be renumbered accordingly.

22. Article 36, Longevity, p. 32

- a. All current employees covered by this Agreement shall continue to be paid on an annual basis, prior to June 30th of each year, as stipulated by the longevity schedule in the current CBA. Such employees shall be paid such longevity payments only throughout the term of their employment and at the time of their retirement from the City of Fitchburg.
- b. Longevity shall not be paid to any new hire employee until the completion of his/her fifteenth (15th) consecutive year of service. Such change shall be effective with the signing of this Agreement.

23. Article 37, Americans with Disabilities Act, p. 33

- a. **ELIMINATE** from current CBA:
"As of July 1992, all provisions of this Agreement must conform to the requirements of the Americans with Disabilities Act. The Parties have attempted to assure that no part of this Agreement will result in unlawful discrimination. In keeping with the recommendation of the Report on the House Committee on Education and Labor (Report No. 101-485), the employer shall take all action necessary to comply with the Act, notwithstanding any discriminatory past practice or provision of this Agreement not in compliance with the Act, which, if maintained or enforced, could subject both the City and the Union to the penalty provisions of the ADA."
- b. **REPLACE** with:
"The City shall comply with all local, state and federal laws related to the Americans with Disabilities Act."

24. Article 38, Extremes of Weather, p. 33

- a. **ELIMINATE** from current CBA: Recognizing the importance of protecting the health and safety of its employees. The City will schedule or modify work during extremes of weather so that the health and safety of its employees will not be endangered.
- b. **REPLACE** with the following:
The City recognizes the importance of protecting the health and safety of its employees. As such, the City will schedule or modify work during extremes of weather so that the health and safety of its employees will not be endangered.

MOA/CITY OF FITCHBURG/LOCAL 888, Inspectors, continued:

If the Mayor declares a snow day or if the Governor declares a State of Emergency which applies to the City of Fitchburg so that employees are not otherwise required to report to work, employees shall not be required to report to work or shall be dismissed early if City offices are closed early. Department Heads may require attendance if the needs of the department so require.

25. Article 39, Safety Committee, p. 33

- a. **Change** the frequency of safety committee meetings from "regularly" to twice per year.

26. Article 40, Summer Employees, p. 34

- a. **Change** name of Article to Temporary/Seasonal Employees.
- b. **Eliminate** current CBA verbiage: Nothing in these agreements shall prevent, restrict or limit the City in the continuance of its present practices relative to the hiring and employment of temporary summer employees.
- c. **Replace** with: Nothing in this Agreement shall prevent, restrict or limit the City in the continuance of its present practices relative to the hiring and employment of Temporary and/or Seasonal employees. Such positions, with the same terms and conditions, shall be offered first to employees covered by this Agreement that have been laid off within the previous twelve (12) months, provided that such compensation shall not adversely affect either the employee or the City in matters related to any benefits the employee may receive as a result of being laid off.

All Temporary and/or Seasonal employees shall be given a start and end date related to the position for which they are hired. The time period between such dates must be less than twenty (20) weeks. All overtime, scheduled, emergency or other applicable work hours shall be offered first to permanent, qualified and properly licensed employees covered by this Agreement and second to any Temporary and/or Seasonal employees. The Union shall be notified, in writing, of the names, start and end dates and terms of all Temporary and/or Seasonal employees hired for positions normally covered by this Agreement.

27. Article 47, Loss of License, p. 37

- a. Remove all references to Civil Service.

28. New Article 48, Court Appearance Stipend

Any such time that an employee covered by this Agreement is required to attend a court appearance on behalf of the City of Fitchburg, without the presence of the City Solicitor and/or Assistant City Solicitor and/or his/her designee, the employee shall be compensated at a rate equal to one and one-half (1½) his/her regular rate of pay for the time in said court appearance.

29. New Article 49, Family Medical Leave Act (FMLA)

- a. Create new article for FMLA as follows:

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

30. New Article 50/Modified and/or Light Duty Policy

- a. **Add** new Modified and/or Light Duty policy to CBA. (See attached)

26. New Article 51/Parental Leave Act

Definition

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

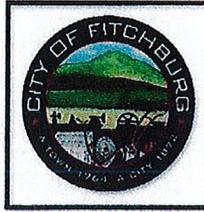
MOA/CITY OF FITCHBURG/LOCAL 888, Inspectors, continued:

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:

- 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.

Appendices:

1. Sick Bank Leave Policy
2. Modified/Light Duty Policy
3. Vacation Matrix
4. Worker's Compensation
5. Family Medical Leave Act (FMLA)
6. Employee Training Conditional Waiver
7. License/Certification Stipend Matrix
8. Senior Local Building Inspector Job Description



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:

Stephen L. DiNatale

Mayor Stephen L. DiNatale

Susan A. Davis

Susan A. Davis
Director of Human Resources

Mark A. Barbadoro

Mark A. Barbadoro
Building Commissioner

Stephen D. Curry

Stephen D. Curry
Director, Board of Health

Vincent P. Pusateri II

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

Service Employees International Union/Local 888/Inspectors:

Jean Francois Leblanc

Jean Francois Leblanc
President

Jason E. Dulmaine

Jason E. Dulmaine
Vice Chair

John Morreale

John Morreale
Secretary

David Nagle

David Nagle
SEIU Field Representative



City/Local 888 SEIU/Inspectors
Sick Bank Policy
05.21.2018

Sick Leave Bank Policy

The purpose of the SEIU Local 888 Sick Bank Policy is to provide additional paid leave for current member employees who have exhausted their accrued sick, personal and vacation leave benefits as the result of a catastrophic illness or injury. The bank serves as a depository into which participating employees may voluntarily contribute leave (sick days) for allocation to other participating employees. The purpose of the bank is not to provide unlimited paid sick leave for any medical reason but to alleviate the hardship caused when employees lose compensation as the result of a catastrophic illness or injury.

Establishment of the Bank

The Bank was established in 2001, through the voluntary contribution of two sick days by eligible employees (as defined below) during an initial enrollment period. The contribution by any eligible employee of two (2) sick days establishes membership in the Bank and eligibility to apply for withdrawal from the Bank.

In order to remain a member in good standing, current bank members must continue to make a voluntary annual contribution of two sick days. Should the Bank reach a balance of 75 or fewer days, a special contribution period may be opened to bring the bank up to the seventy-five (75) day reserve. Days remaining in the Bank at the end of the fiscal year, shall be carried over to the next fiscal year.

Membership Eligibility, Obligations and Limitations

- 1) Membership in the Sick Bank is available to all Local 888 SEIU employees who have sick leave balances. For individuals on less than 100% appointment, one day is pro-rated on the basis of the percentage appointment.
- 2) Membership eligibility for participation in the Bank within a fiscal year begins upon the employee's original donation of two sick days. Enrollment in the bank shall continue, provided an additional two sick days are donated each subsequent fiscal year.
- 3) Eligibility is discontinued upon termination of employment, retirement, death, or failure to donate the required two (2) days in any subsequent fiscal year.
- 4) Membership continues from year to year with the aforementioned annual sick leave donation until/unless the member submits a revocation form to discontinue membership. Member employees may discontinue participation in the Sick Bank by submitting a written request to their Union representative and to the Director of Human Resources.
- 5) Members waive all claims to sick leave voluntarily donated days to the Bank, including any monetary or retirement-related value the days may hold. No payment of benefits shall be made to survivors.
- 6) The Sick Bank is available to those employees who have completely exhausted all sick, personal and vacation leave and who are not receiving Workers' Compensation or disability benefits.

Donations to the Bank

- 1) Employees will be given an annual opportunity to donate to the Bank. Employees will be asked by December 1st of each year if they want to donate to the bank for the following calendar year. Employees must return their donation form by December 31st.
- 2) Donors must have a minimum balance of twenty (20) sick days after making a donation.
- 3) Any employee who wishes to donate one or two sick days must sign a statement indicating the participation is voluntary. Donation forms will be submitted to Human Resources and the SEIU Local 888 Vice Chairman.
- 4) Employees may not designate a particular individual to receive their donated leave.
- 5) When an employee resigns or retires any days in excess of those sold back to the City, where applicable, shall be donated to the Sick Leave Bank, provided the employee was a registered member of the Sick Bank at the time of his/her resignation or retirement. Said employee must provide written authorization of his/her request to donate any unused Sick Leave to the Sick Bank. The Union shall provide such documentary evidence of employee's membership and written authorization in the Bank to the Director of Human Resources.

Administration of the Bank

- 1) The Bank will be administered by a Committee comprised of at least one representative from Human Resources, one SEIU Local 888 representative, and the employee's supervisor.
- 2) The Union shall be responsible for convening the Committee, coordinating the annual donation period, processing requests, and maintaining appropriate related records.
- 3) The Union shall provide an annual accounting of individuals in the Sick Leave Bank and the number of days available to Human Resources by January 31st of each year. The accounting shall also include copies of all new and current member employees and any documentation regarding Sick Bank Leave usage for the previous year.
- 4) Requests for use of the Sick Bank will be reviewed by the Committee. The Committee will prepare written notification to the requesting member approving or denying the application for paid sick leave. The Union shall ensure that the appropriate forms and /or documentation are submitted to the Payroll Department if the request is approved.
- 5) The Committee may not grant paid sick leave days to members when the Bank does not have available days.
- 6) The application shall be denied if it is incomplete, lacks supporting statements from a licensed health care provider, or if the member fails to provide any requested documentation. If denied, an application may be resubmitted.

Withdrawals from the Bank

- 1) A member or his/her designee must complete an application for Sick Bank Leave and submit it to Local 888, accompanied by a written statement from Human Resources, confirming the need for said request.
- 2) Applications for benefits may be made prior to the employee's exhaustion of his/her own accrued sick time, personal, and vacation time to expedite the process. Drawing on the Sick Bank will not actually commence until after the employee's sick leave personal and vacation days are exhausted. Request for withdrawals must be made by the member or designated representative from Local 888 no later than five working days after all sick, personal and vacation time has been exhausted.
- 3) The committee will render a written decision to the employee within five working days after receipt of request.
- 4) The amount of sick leave granted for each request will be determined by the Committee but cannot exceed one-third of the balance in the Bank or a maximum of thirty consecutive days. A new request may be made at the end of the thirty days.
- 5) Sick leave may be used only during the term of an employee's period of appointment.
- 6) Any leave granted may be used only for the purpose requested on the application. Any unused portion will be returned to the Bank.
- 7) Leave may be used for the personal illness or injury of the employee or to care for a parent, spouse, domestic partner, or child with a serious health condition. The employee must have filed paperwork for and received approval of an FMLA Leave to receive such time from the Bank.
- 8) Bank benefits are not available for leave taken prior to eligibility for participation in the Bank.

Appeal Procedure

In the event that an employee is denied membership into the Bank or a member is denied benefits from the Bank, s/he may submit a written appeal to the Committee within ten working days of receiving the denial. A written response shall be issued within ten working days from date of the appeal. Decisions of the Sick Leave Bank Committee shall not be subject to the grievance process.

CITY of FITCHBURG/LOCAL 888/SEIU/INSPECTORS
MODIFIED LIGHT/DUTY ASSIGNMENT POLICY
11.28.2017

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.

**CITY OF FITCHBURG/CONTRACT PROPOSAL
LOCAL 888/SEIU/INSPECTORS
VACATION MATRIX
JANUARY 11, 2018**

**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 your hire date falls between January and June of that year. If your hire date occurs between July and December, you will be eligible for the additional week on the January 1st of the following year in which your 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)/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. Vacation must be taken in the calendar year in which it is earned, however, an employee may carry forward one (1) week (5 work days) of vacation from a previous year, provided that the employee takes such vacation week together with no more than two (2) weeks (10 work days) of his/her vacation earned in the same calendar year at one time. Department Heads may, with the approval of the Mayor, allow such carried over week to be taken in some other manner if the needs of the Department permit.

5. 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.

6. This revised vacation matrix/schedule is effective with the execution of this Agreement and shall not be applied retroactively to any current employee's vacation leave, with the exception of those employees with a start date on or after July 1, 2017.

**CITY/LOCAL 888/SEIU/Inspectors
FMLA/WORKER'S COMPENSATION
01.11.2018**

Article ##/Family Medical Leave Act

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

Workers Compensation:

The City agrees to fully cooperate and comply with all local, state and federal Worker's Compensation laws. 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 bi-weekly pay in accordance with the City's bi-weekly payroll processes and policies. The equivalent amount of time shall be deducted from the employee's accrued vacation, personal or sick time. If the employee 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 accrue after the first year of absence. The employee shall not lose seniority, however, s/he will not accrue seniority beyond the first year of the Worker's Compensation period.

Appendix XX

Local 888/SEIU/Inspectors 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 completing said class, s/he shall be responsible to reimburse the City the full sum of any and all fees related to said class. Such 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

APPENDIX ##
SEIU/LOCAL 888/INSPECTORS
LICENSE STIPEND MATRIX

SEIU/LOCAL 888 INSPECTORS' UNION	
LICENSURE AND/OR CERTIFICATION	EDUCATIONAL INCENTIVE
Building Commissioner	\$600
Certified Health Officer	\$600
Certified Pool Operator	\$300
Construction Supervisor License	\$300
Food Inspector Certification	\$300
Full Code Lead Inspector's License	\$300
Green and Healthy Home Certification	\$300
Journeyman Electrician License	\$300
Local Building Inspector	\$600
MA Housing Code Certification	\$300
Master Electrician	\$600
Master Plumber and Gasfitter License	\$600
OSHA License 10/30/40	\$300/\$300/\$500
Registered Sanitarian	\$600
Sheet Metal Masters License	\$300
Smoke School	\$300
Title V Inspector and Soil Evaluator's License	\$500