COLLECTIVE BARGAINING UNIT

BETWEEN THE

CITY OF FITCHBURG, MA

AND

MASSACHUSETTS LABORERS' DISTRICT COUNCIL/LOCAL 39

DEPARTMENT OF PUBLIC WORKS

CEMETERY

HIGHWAY

PARKS

WASTEWATER

WATER

FISCAL YEARS

July 1, 2017 – June 30, 2018
July 1, 2018 – June 30, 2019
July 1, 2019 – June 30, 2020

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PREAMBLE

This Agreement is entered into by the **CITY OF FITCHBURG**, hereinafter referred to as the **"Municipal Employer"** or the **"City"** and the **MASSACHUSETTS LABORERS' DISTRICT COUNCIL/LOCAL 39**, hereinafter referred to as the **"Union"**, has as its purposes the promotion of harmonious relations between the Municipal Employer and the Union, the establishment of an equitable and peaceful procedure for 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
EFFECTIVE DATE OF AGREEMENT

This Agreement shall be effective upon execution by the Parties for the period July 1, 2017 through June 30, 2020, and thereafter for a successive one (1) year period unless either of the Parties hereto on or before the sixtieth (60th) day prior to such termination date, or any subsequent termination thereafter, shall notify the Party hereto in writing, via Certified Mail, of its desire to modify, amend or terminate the same, provided, however, if modification or amendment is desired, a copy of such modification or amendment shall accompany such notice. The City will follow all applicable federal, state and local guidelines and/or practices.

ARTICLE 2
RECOGNITION

The Employer recognizes the Massachusetts Laborers' District Council/Local 39 as the sole and exclusive representative for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment for the following appropriate bargaining unit of employees of the City of the Fitchburg:

Certain non-professional employees of the Department of Public Works Cemetery, Highway, Parks, Wastewater/Sewer and Water Divisions, determined to be members of the Union appropriate for the purpose of collective bargaining by the Massachusetts Labor Relations Commission on April 3, 1969, Case No. MCR 211.

ARTICLE 3
SEPARABILITY

In the event that any provision of these Agreements shall at any time be declared invalid by a court of competent and final jurisdiction, such decision shall not invalidate the entire Agreement. It being the express intention of the Parties hereto that all other provisions, not so declared invalid, shall remain in full force and effect; and such provision or article so declared invalid shall be immediately opened for further negotiations by the Parties hereto for the purposes of adjusting the same.

In the event that any mandatory state or federal law shall be enacted after the effective date of this Agreement which materially changes the obligations of either Party hereto, the effected Party shall have the option to reopen negotiations for the purpose of adjusting same.

ARTICLE 4
WAIVER

Both Parties acknowledge that during the 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 Agreement contained in this Contract was arrived at after the free exercise of such rights and opportunities. Therefore, the Municipal 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 obliged to bargain collectively with regard to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement except by mutual agreement.

ARTICLE 5
MANAGEMENT POWERS

Management powers rest solely and exclusively with the Municipal Employer. Nothing in these Agreements shall be interpreted as diminishing the right of the Municipal Employer to determine and prescribe the methods and means by which its operation of the several departments shall be conducted, except as may otherwise be specifically spelled out in these Agreements. Management retains the power to discipline employees for just cause.

ARTICLE 6
DISCRIMINATION AND COERCION

There shall be no discrimination by Department Heads and/or Division Managers of the City against any employee because of his/her activity or membership in a Union. All parties to this Agreement agree that they shall not discriminate against any person because of race, color, gender, age, disability, religion, national origin, sexual orientation or gender identity.

ARTICLE 7
MANAGEMENT MEETINGS

It being the intent and purposes of the Parties hereto to promote harmony between the City and its employees, and to provide procedures for the prompt, peaceful and equitable adjustment of differences which may arise, the Union shall designate a standing committee of four (4) employees, one from each division covered by this Agreement, Cemetery/Parks, Streets, Water and Wastewater, shall meet with Department Officials from time to time at the request of either Party, for the purposes of discussing matters within or outside of the scope of this Agreement. The Mayor shall be notified of and shall have the right to attend such meetings.

Such meetings shall be held at a Department office or at any place by mutual agreement, at the convenience of both Parties, if possible within ten (10) days from the date upon which such request is received. The Party requesting the meeting shall submit to the other Party and to the Mayor, at the time of the request, an agenda of matters to be discussed. There shall be no deduction in pay for unit members of said committee while in attendance at such scheduled meetings. The Department Head shall notify all affected Division Managers/Supervisors of such scheduled meetings. Failure to do so shall in no way affect the pay of said members or their right to attend such meetings.

ARTICLE 8
PAYROLL DEDUCTION FOR UNION DUES

[Amended FY18 – FY20]

At the election of the employee, the City will deduct Union dues from the employee's wages in such amount as determined by the Union, provided, however, that no such deduction shall be made from an employee's wages, unless the employee has authorized such deduction on an appropriate form, a copy of which shall have been submitted to the City.

Said authorization may be cancelled by a sixty (60) day written notice to the City by said employee.

Dues deducted by the City Treasurer in accordance with authorization cards, shall be in the amount of such dues in existence at the time of the deduction as certified to the Treasurer of the Union. Increases in such dues shall be made upon the City's receipt of written notification by a duly authorized Union representative. The City Treasurer shall remit the aggregate amount of dues to the Treasurer of the Union or as specified by the Union by the 21st day (or other date, if applicable) of each succeeding month. In the event the Union Treasurer desires to check with the City to determine payroll deductions for Union dues s/he shall have access to such information.

ARTICLE 9
UNIT REPRESENTATIVES

A written list of Union Steward(s) shall be furnished to the Department Head and the Director of Human Resources immediately after his/her designation and the unit shall notify the City of any changes in such list. There shall be no more than one (1) Union steward designated to represent each shift of each departmental division.

The steward, or his/her designee in his/her absence, shall be free to contact the Union president for purposes of information or direction in his/her attempts to settle any dispute that may arise.

In no case shall said representative leave his/her assigned work area without notification and authorization from the Division Manager and/or the Superintendent and/or Commissioner of the Department of Public Works. In no case shall such leave be reasonably denied in accordance with the needs of the department.

ARTICLE 10
BULLETIN BOARDS

The Union shall be allowed use of designated bulletin boards for posting of routine notices of Union business. It is agreed that it is improper to post defamatory or inflammatory written material on such bulletin boards.

ARTICLE 11
CIVIL SERVICE

The Municipal Employer and the units shall recognize and adhere to all applicable federal and state laws, relative to seniority, promotions, transfers, discharges, removals, suspensions and other working conditions which the parties hereto are required to obey. Except as hereinafter set forth, it is not the intent of the parties to broaden the responsibilities of any party as far as practicable and in accordance with the needs of the department.

The Union reserves the right to represent employees, at their request, under any established procedure. Any employee who is a member of a bargaining unit and is not covered by any statute relative to the above matters shall have recourse to the Grievance Procedure established by this Agreement. The employees covered by this Agreement shall retain their Civil Service status and all rights accruing to them thereunder which are now in effect or may come into effect by subsequent amendment, in accordance with Chapter 31 of the General Laws of Massachusetts, other Civil Service Laws, Rules and Regulations. All other benefits and/or rights enjoyed by said employees which are now governed by federal or state laws or City ordinances, which are not in conflict with these agreements shall remain in full force and effect.

ARTICLE 12
SENIORITY

Seniority shall be defined as the employee's length of service within his/her Civil Service classification. Civil Service Laws, Rules and Regulations shall act as a guideline for non-Civil Service employees in such areas where they are to be followed by Civil Service employees.

The principles of seniority, ability and qualifications shall apply to all cases of promotion within the bargaining unit in accordance with Civil Service rules and laws. The principle of qualifications and seniority within each classification shall apply to the desirability of shift assignment.

Reductions of work force, job reduction, layoff and recall and the choice of vacation period shall be determined on a strict seniority basis within the same classification in a given department and in accordance with applicable Civil Service Statutes, Rules and Regulations, where the same shall be applicable. Seniority shall be the determining factor in the choice of days off and vacations. The Heavy/Special Motor Equipment Operator (H/SMEO) seniority is based upon date of hire, not appointment date.

ARTICLE 13
GRIEVANCE AND ARBITRATION PROCEDURE

Section 13.1 DEFINITION OF A GRIEVANCE

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

Section 13.2 FILING A GRIEVANCE

Step 1

The grievant, with or without the Union, shall be granted an informal conference with his/her respective Division Manager for which the work assignment originated.

Step 2

If the grievance is not resolved within five (5) working days after the aforementioned conference with the Division Manager, the grievance shall be reduced to writing and signed by the grievant and/or the union representative. A copy shall be submitted to the employee's Division Manager and the Director of Human Resources.

Step 3

The Department Head, within five (5) working days after receipt of said grievance, shall hold a conference with the grievant and the Union representative(s). After said conference, the Department Head shall have five (5) working days in which to respond to the grievance in writing.

Step 4

Should, by the end of the aforementioned five (5) working days, the grievance be unresolved, it shall be submitted within five (5) working days to the Mayor and/or his/her designee. The Mayor and/or his/her designee shall meet with the grievant and the Union representative(s) within seven (7) working days of receipt of the grievance and the Mayor and/or his/her designee shall have ten (10) working days to issue a decision after said meeting.

Step 5

Should the grievance not be resolved at the end of the aforementioned ten (10) day period, the Union shall have the right to submit the grievance to arbitration, which shall be final and binding on all Parties. Notice must be given within thirty (30) days. The Union has the sole discretion in determining if a grievance is submitted to arbitration.

- **a.** Time limitations may be waived (extended) at any point in the procedure by written mutual agreement.
- **b.** Failure to respond by the Employer in this procedure shall mean that the grievance is denied.
- **c.** Failure to advance by the Union in this procedure shall mean that the grievance decision at the last step is accepted.
- **d.** All class action grievances shall be started at Step 4 of this procedure.
- **e.** Nothing in this Article shall limit an employee's right to file a grievance without the Union.

Section 13.3 CHOICE OF REMEDY

Should the employee submit the case to Civil Service after the Mayor's decision, s/he shall preclude his/her right to submit the case to arbitration. Conversely, if the employee elects to submit his/her case to arbitration, s/he shall be precluded from submitting his/her case to Civil Service. The employee shall submit his/her choice of remedy, in writing, to the Commissioner of Department of Public Works and/or his/her designee and a copy shall be submitted to the Director of Human Resources.

Section 13.4 ARBITRATION

The American Arbitration Association shall be the forum for arbitrations. An attempt to mutually agree on an arbitrator shall be made by the Parties within twenty-one (21) working days after the notice of intent is given to proceed to arbitration.

If the Parties fail to agree on an Arbitrator, an Arbitrator shall be chosen in accordance with the procedures of the American Arbitration Association within sixty (60) days. The Arbitrator shall have no power to modify or amend any of the terms and conditions of this Agreement nor shall s/he have the power to add or to subtract or otherwise modify any language or the terms of this Agreement. If there is not specific language in the Agreement dealing with the matters referred to the Arbitrator, the Arbitrator shall be required to return the matter to the Parties without a decision. The Arbitrator shall have no power to make a decision in violation of any of the laws of the Commonwealth of Massachusetts or the United States of America.

The Arbitrator shall be required to render a decision and an award. This decision should fully state the Arbitrator's findings of all issues submitted together with reasons therefor. The Arbitrator shall render a decision within thirty (30) days from the date of submission of the case to the Arbitrator. The decision of the Arbitrator shall be final and binding on each of the Parties.

ARTICLE 14
HOURS OF WORK

The normal hours of work shall be from 7:00 AM to 3:00 PM and retain the twenty (20) minute lunch break to be taken as far as practicable in accordance with the needs of the department at the midpoint of the shift. The work shall be five (5) days per week, Monday through Friday, except for those employees who are engaged in special operations, and for employees who bid on posted openings with alternate work schedules.

Except for emergency situations, the City will exercise its right to change the time of daily and weekly work schedules only after posting notice of such change on the bulletin boards of the appropriate department at least one (1) week before the effective date of change. The notice shall include the reason for such change.

Employees may punch in prior to their regularly scheduled shift but payment will not start until the normal beginning of the shift, unless the employee is directed by his/her immediate supervisor to start work earlier; for example, if the normal shift begins at 7:00 AM and the employee punches in at 6:50 AM, the employee will be paid beginning at 7:00 AM unless s/he was directed to begin work at 6:50 AM. Employees shall not punch out more than five (5) minutes prior to the end of their regularly scheduled shift.

ARTICLE 15
COFFEE BREAK

One (1) ten (10) minute coffee break without loss of pay shall be granted prior to the lunch break on each regular shift. Employees shall not leave the worksite during such break. At the discretion of the foreman, an employee may be designated to leave the worksite for coffee.

ARTICLE 16
MEAL PERIODS

All employees shall be granted a meal period of twenty (20) minutes for each daily work shift. Employees who for any reason are required to work through their normally scheduled lunch period shall be granted twenty (20) minutes off to eat as soon as practicable without loss of pay.

Employees, who for any reason work beyond the end of their regularly scheduled shift, shall not be required to work more than four (4) hours beyond their last scheduled meal period, unless given the opportunity to take a meal period of twenty minutes at the expiration of such four (4) hours. In addition, they shall be granted their regular twenty (20) minute meal periods that occur during the shift.

ARTICLE 17
CLEANUP TIME

Employees shall be granted a personal cleanup time of not more than ten (10) minutes at the end of each work shift, along with appropriate time for the purposes of servicing and securing equipment. The ten (10) minute cleanup period shall be at the end of the respective work shift prior to punching out for off-duty status.

ARTICLE 18
COMPENSATION
[Amended FY18 – FY20]

Section 18.1 **LONGEVITY** *[Amended FY18 – F20]*

- Employees hired on or after the effective date of this Agreement shall not be eligible to receive longevity awards;
- Eligible employees, hired prior to the effective date of this Agreement, shall continue to receive longevity awards, as per the schedule below. Payments shall be made to such employees on an annual basis, prior to June 30th of each year;
- Longevity awards are made to recognize years of service, which shall be calculated at the commencement of the applicable fiscal year.

YEARS OF SERVICE	ANNUAL AWARD
5 through 9	$345
10 through 14	$689
15 through 19	$1,035
20 through 24	$1,378
25 through 29	$1,723
30 and Over	$2,067

Longevity payments shall be prorated on a weekly basis for those persons who are retiring and who have submitted retirement papers.

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

ANNIVERSARY DATE	% OF LONGEVITY PAY AND/OR INCREASE
July 2 through September 30	75%
October 1 through December 31	50%
January 1 through March 31	25%
April 1 through June 30	0%

Section 18.2 **PROMOTIONS** *[Amended FY18 – FY20]*

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

Section 18.3 **REPORTING TO WORK PAY**

An employee, who reports for work at his/her regular time and who has not been given at least twelve (12) hours advance notice not to report to work, shall be paid a minimum of four (4) hours of straight-time pay. If held at work over three (3) hours, the employee will be paid for actual time worked. If, however, the employee is held at work over six (6) hours, s/he shall be paid a full days' pay (1/5th of one (1) weeks' pay).

Section 18.4 SHIFT DIFFERENTIAL *[Amended FY18 – FY20]*

All member employees who work between the hours of 3:00 PM and 7:00 AM shall be paid a seventy-five cent ($0.75) shift differential per hour per shift for hours worked. Further:

- The shift differential will not be paid during any leaves of absence and will only be added to any overtime pay that may otherwise be due;
- The actual differential pay shall be included in the regular weekly pay for retirement purposes;
- Shift differentials shall only be considered when the hours of work are adjusted; partial shift differential pay shall be considered.

Section 18.5 WAGES *[Amended FY18 – FY20]*

a. A **1%** wage increase shall become effective July 1, 2017.

b. A **1%** wage increase shall become effective July 1, 2018.

c. A **2%** wage increase shall become effective July 1, 2019.

- The wage schedule (Appendix A) included in this Agreement shall replace and supersede all prior wage schedules;
- Steps 1 and 2 have been eliminated from the Wage Matrix and a new Step 10 has been added.
- The steps have been renumbered in the Wage Matrix, eliminating Steps 1 and 2, so that the former Step 3 shall become the new Step 1, the former Step 4 shall become the new Step 2 and so forth. All employees' current steps have been 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.

1. All employees covered by this Agreement are required to be enrolled in direct deposit.
2. The City shall upgrade and implement an electronic online time management system, with MUNIS or a similar payroll/timekeeping system. Such system will track and manage all hours worked, vacation, personal and sick time.
3. The Parties have agreed, effective January 23, 2018, to remove the Heavy Motor Equipment Repairman/Emergency Vehicle Technician (HMER/EVT) position from the MLDC/Local 39 Union. The position has been transferred to the Firefighters/IAFF Local 3128 Bargaining Unit.

Section 18.6 WORKING OUT OF CLASSIFICATION *[Amended FY18 – FY20]*

1. Effective with the date of this Agreement, an employee, working as a Working Foreman from a lower grade classification, shall be paid additional compensation of fifteen dollars ($15) per day for working "out of class". This additional compensation shall apply only to an employee working as a Working Foreman or higher classification.
2. A "crew" shall consist of one or more employees working under the supervision and direction of another employee. Said leader shall receive "out of class" pay.
3. Such pay will not be applied retroactively and shall take effect as per the date of this Agreement.

ARTICLE 19
OVERTIME

[Amended FY18 – FY20]

Section 19.1 ASSIGNMENT AND DISTRIBUTION

1. Overtime shall be assigned first to the Division which is primarily responsible for and ordinarily performs such work in the regular and normal course of its work week.

2. Snow and ice overtime shall be distributed among DPW Divisions as follows:
   - Group One: Highway/Streets
   - Group Two: Cemetery, Parks, Wastewater and Water

3. Overtime shall be distributed based upon grade, seniority and appropriate qualifications, in the following order:
   - General Foreman
   - Working Foreman
   - Special Motor Equipment Operator
   - Heavy/Special Motor Equipment Operator
   - Light Motor Equipment Operator

This order shall be followed for all work associated with snow and ice removal and/or maintenance, Civic Days activities and Community Cleanup Days.

In the event that DPW safety road equipment (cones, sawhorses, barricades, etc.) is used to block off streets for public and/or private events, only MLDC/Local 39 employee members shall deliver, set up, remove and return such City owned equipment, as required. The Superintendent of Streets shall determine the number of MLDC/Local 39 member employees to perform such work, as well as the length of time for such work to be performed, on a case by case basis. Said length of time is subject to the three (3) hour minimum established by this Agreement.

Section 19.2 PAYMENT AND NOTIFICATION

1. Employees covered by this Agreement shall be paid overtime at the rate of one and one half (1½) the employee's regular rate of pay for all hours actually worked beyond eight (8) hours in one (1) day or forty (40) hours in one (1) week. Workers' Compensation and/or work with no pay shall not be considered as hours worked. Vacation, personal, sick time and holidays shall be considered as hours worked.
2. A cutoff date shall be established in order to guarantee payment of overtime in each bi-weekly pay check. The cutoff date shall be Saturday of the prior week.
3. On Tuesday of each week, each employee who worked overtime the prior week shall be given a list of the amount of overtime hours they worked. The overtime list shall provide the amount of time and one-half (1½) and the double time hours the employee worked, which has been calculated by the department.
4. Employees who work a twenty-four (24) hour shift and continue to work into their regularly scheduled shift shall be paid overtime at one and one-half (1½) times the basic rate of pay for the regularly scheduled shift after twenty-four (24) hours.

Section 19.3 BEFORE, DURING OR AFTER REGULAR SHIFT

Any employee retained on duty by the City at the expiration of the employee's regularly scheduled shift or any employee who is called to work before the regularly scheduled shift, shall be paid one and one half (1½) times his/her basic rate of pay for overtime hours. Should the overtime hours and the employee's regularly scheduled shift overlap, the employee will be paid at the overtime rate up to the start time of the regularly scheduled shift, after which the employee shall be paid the regular hourly rate for all hours actually worked during such regularly scheduled shift.

Section 19.4 DURING OFF-DUTY HOURS

Any employee recalled to work by the City during regularly scheduled time off, other than as provided for above, or in Section 19.5, shall be paid one and one half (1½) times the basic rate of pay for his/her overtime hours, but in no case shall this be less than three (3) hours at time and one-half. Should the overtime hours and the employee's regularly scheduled shift overlap, then the employee will be paid at the overtime rate up to the beginning of the regularly scheduled shift after which s/he shall be paid the regular hourly rate for all hours worked during such regularly scheduled shift. If during that three (3) hour period the employee is recalled, the employee shall not receive a second call back pay but shall be paid for all hours actually worked greater than three (3) hours at time and one-half (1½).

Section 19.5 SUNDAY OVERTIME

Employees who normally work from Monday to Friday, who perform overtime work on Sundays will be paid at two (2) times the employee's basic rate of pay. For employees who are on other than normal Monday to Friday schedules, overtime work performed on the second day of an employee's normal two (2) days off in each seven (7) calendar days, shall be paid at two times the employee's basic rate of pay.

Section 19.6 RIGHT OF FIRST REFUSAL

1. Upon a management request for overtime to complete or continue a task before or after regular scheduled working hours, the employee currently or previously assigned to the task shall be given the right of first refusal for overtime associated with the task.
2. Overtime acceptance and refusals may be considered in promotional advancement, in-house training and education reimbursement by the City.
3. A telephone answering machine, voice mail or no response shall be considered a refusal of overtime.
4. Employees will be required to sign a "weekly overtime refusal request list", indicating his/her willingness to work overtime for that week.

ARTICLE 20
HOLIDAYS

Section 20.1 HOLIDAYS

Such holidays listed below shall also include any day that may be declared to be a holiday by the Mayor of the City of Fitchburg.

PAID HOLIDAYS		
❖ New Year's Day	❖ Memorial Day	❖ Veteran's Day
❖ Martin Luther King Day	❖ Fourth of July	❖ Thanksgiving Day
❖ President's Day	❖ Labor Day	❖ Day after Thanksgiving Day
❖ Patriot's Day	❖ Columbus Day	❖ Christmas Day

Section 20.2 HOLIDAY PAY

a. Holiday pay shall be one day's pay at the employee's straight time rate for no work. If a holiday occurs within an employee's vacation period, the employee shall receive an additional day of vacation with pay.

b. 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 (1½) times his/her regular rate of pay for all hours worked. An employee required to work on Thanksgiving, Christmas or New Year's Eve day shall receive, in addition to the regular holiday pay, an amount equal to twice his/her regular rate of pay for all hours worked.

c. The Municipal Employer agrees to continue the practice of celebrating Saturday holidays on Friday and Sunday holidays on Monday.

ARTICLE 21
LEAVES OF ABSENCE

[Amended FY18 – FY20]

Section 21.1 **BEREAVEMENT** *[Amended FY18 – F20]*

In the event of the death of an immediate family member, an employee covered by this Agreement shall be entitled to leave for the purposes of arranging burial and/or attending funeral services. Such leave shall not be charged against any of the employee's accrued leave balances or result in loss of pay.

1. Immediate family shall be defined as mother, father, spouse, domestic partner, sister, brother, daughter, son, stepchild, grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law or other blood relative residing within said employee's household. Bereavement leave for an immediate family member shall be five (5) days.
2. In the event of the death of a spouse's or domestic partner's grandparent, aunt, uncle, niece, nephew, sister-in-law, brother-in-law or first cousin, the employee shall be granted one (1) day.
3. In the event of the death of an employee or retiree of the department, three (3) members of the department shall be granted leave to attend the funeral. At the City's option, proof of said death may be required.

Section 21.2 **FAMILY MEDICAL LEAVE ACT (FMLA)** *{Added FY18 – F20}*

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

Section 21.3 **JURY**

Any employee absent from work because of Jury Duty shall be paid by the Municipal Employer the difference between the employee's regular straight time rate of pay and the payment received for Jury service, upon presentation of documentation as to Jury service and the amount of compensation for such service, exclusive of travel or meal allowance.

Section 21.4 **MILITARY** *[Amended FY18 – F20]*

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

Section 21.5 **PARENTAL** {*Added FY18 – FY20}*

The Parental Leave Act, effective April 7, 2015, expands the current maternity leave law, pursuant to M.G.L. c. 149, §105D. This gender neutral law provides up to eight (8) weeks of unpaid leave for the purpose of giving birth or for the placement of a child under the age of eighteen (18) or age twenty-three (23) if the child is mentally or physically disabled, for adoption. Both men and women are entitled to Parental Leave, provided the following:

- 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 (8) weeks' leave;
- 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 (8) weeks' leave;
- Parental Leave shall run concurrently with the Family Medical Leave Act (FMLA); and
- The City shall cooperate and comply with all local, state and federal laws related to the Parental Leave Act.

Section 21.6.1 SICK LEAVE *[Amended FY18 – FY20]*

Provisions of this Article 21 shall be consistent with the Code of the City of Fitchburg, Ch. 35, §9.

A. ACCUMULATION

1. All employees, except new employees when entitled hereto, shall be granted sick leave aggregating not more than fifteen (15) days in any year, on January 1 of each year, exclusive of regularly scheduled days off.
2. Sick Leave allowance not used in any particular year may accumulate to three hundred thirty-four (334) days for use in any subsequent year.
3. New employees shall be entitled to one and one-quarter (1¼) days of sick leave per month to be accumulated on an aggregate basis from the date of their appointment for the succeeding twelve (12) months. On the first anniversary of the date of the appointment, the employee shall be credited with the difference between the number of the days of Sick Leave s/he has earned up until that day, and the fifteen (15) Sick Leave days provided to other employees.

B. UTILIZATION *[Amended FY18 – FY20]*

1. All employees must call the Division Manager or his/her immediate supervisor at least one (1) hour prior to the beginning of their regularly scheduled shift for sick and/or personal time off. The answering service shall not constitute notification. Medical emergencies shall be dealt with by the Division Manager on a case by case basis.
2. Employees who work a twenty-four (24) hour shift may use Sick Leave during their regular shift if such time immediately follows said twenty-four (24) hour shift; however, use of sick leave, as specified herein, will not result in the loss of personal time accrual for that month, provided all other conditions for accumulating personal time are satisfied.
3. Employees covered by this Agreement shall have the option of utilizing sick or personal leave when calling in sick.
4. No unit member shall be allowed to book out for less than two (2) hours of personal or sick time.
5. A doctor's certification and/or note may be required by an employee's Department Head and/or Division Manager if an employee is absent for three (3) or more consecutive days or if the Division Manager has reasonable cause to believe that the employee is abusing his/her Sick Leave.
6. The City shall reimburse members for all of the actual costs incurred for hepatitis vaccinations.

Section 21.6.2 SICK LEAVE PERSONAL DAYS *[Amended FY15 – FY18]*

A. ACCRUAL

1. Employees hired **before January 1, 2015** shall accrue Sick Leave Personal days as follows:
   - The member employee shall be granted eight (8) hours of personal time for each calendar month s/he does not use Sick Leave;
   - The member employee who does not take a sick day in a six (6) month period beginning any January 1 or July 1 shall be entitled to accrue an additional personal day;
   - Such personal time shall be cumulative to twelve (12) days;
2. Employees hired **on or after January 1, 2015** shall accrue Sick Leave Personal days as follows:
   - The member employee shall be granted four (4) hours of personal time for each calendar month s/he does not use Sick Leave;
   - The member employee who does not take a sick day in a six (6) month period beginning any January 1 or July 1 shall be entitled to accrue an additional personal day;
   - Such personal time shall be cumulative to eight (8) days.
3. Less than full time employees shall accrue personal time on a prorated basis according to his/her regularly scheduled hours.

B. UTILIZATION

1. Requests for personal days shall be submitted at least twenty-four (24) hours prior to the requested time off. The Division Manager may grant personal time, with less than twenty-four (24) hours' notice, in the event of an emergency or personal situation. The Division Manager, or in his/her absence, the employee's immediate supervisor must be notified as soon as possible when an employee is requesting personal time for emergency situations.
2. No unit member shall be allowed to book out for less than two (2) hours of personal leave.

C. BUYBACK

1. A days' pay, for the purpose of buy-back of accrued Sick Leave personal time, shall be computed as one-fifth (1/5th) of the employee's regular weekly rate of pay, excluding overtime, licenses, stipends and/or other benefits, on said date or separation of employment for the employee who is regularly scheduled to a five day work week.
2. Upon an employee's retirement or death, the City agrees to pay the employee, the employee's spouse, designated beneficiary or next of kin of estate, in that order, unless otherwise specified in writing by the said employee, all unused accumulated sick leave at a rate of thirty dollars ($30) per day, but in no case shall the City's obligation exceed more than Ten Thousand Dollars ($10,000). Application for this benefit must be made by the employee or the employee's estate within six (6) months of retirement or death of the employee to be eligible for this payment.

Section 21.6.3 SICK LEAVE BANK

A. ESTABLISHMENT

1. The Parties agreed to cooperate in and establish a Sick Leave Bank, effective July 1, 2000. Such Bank was established with the following guidelines:
   - The Bank shall require a minimum of fifty (50) contributed days in order to be activated;
   - The Bank will be funded by a contribution of available Sick Leave days from members of the Bargaining unit who are eligible and willing to participate in the Bank;
   - Each eligible member shall initially contribute three (3) days of his/her accumulated Sick Leave;
   - If the minimum number of required contributed days is not achieved after the initial contribution, each participating member shall then contribute an equal number of days until the required minimum number of days has been achieved.

B. MEMBER PARTICIPATION REQUIREMENTS

1. Members of the bargaining unit shall be eligible to participate in the Bank as follows:
   - Each member must have at least three (3) years of continuous employment with the City and at least thirty (30) days of accumulated Sick Leave at the time of initial contribution;
   - Only members who have contributed to the Bank shall be eligible to receive Sick Leave time from the Bank;
   - Individuals who wish to participate in the Bank must provide thirty-five (35) days' written notice of his/her intent to participate to the Division Manager. Such written notice shall be required and received prior to participation and/or utilization of the Bank;
   - Any new participating member shall contribute at least five (5) days to the Bank.

C. ADMINISTRATION OF BANK AND TERMS OF EMPLOYEE UTILIZATION

1. The Bank shall be administered by a Committee of two (2) representatives appointed by the City and two (2) representatives appointed by the Union. In the case of a tie decision, the Director of Human Resources shall be the deciding vote.
2. The Committee shall consider the eligibility of members who shall be able to draw from the Bank. Any decision of the Committee is final and binding and not subject to the grievance procedure.
3. The following criteria shall be used by the Sick Leave Bank Committee to determine the eligibility of a member to draw from the Bank and to determine the amount of Sick Leave time granted:
   - Member must have used all of his/her accumulated leave, including vacation, personal and sick leave;
   - Member must submit, in writing, competent and timely evidence that a request for Sick Leave Bank days is necessary to benefit the member who suffers from uncommon, life-threatening or serious lengthy illness;
   - A member's prior utilization of Sick Leave shall be examined in detail;
   - There shall be no use of Sick Bank days for a member receiving Worker's Compensation.
4. Upon compliance with the foregoing criteria, the Committee may issue a grant of leave time days from the Bank up to thirty (30) days at a time. If more days are required, the member may petition the Committee for additional days, not to exceed one hundred (100) days in any twelve (12) month period.
5. The Bank shall maintain a minimum of fifty (50) in reserve. Should the number of days fall below fifty (50), each participating member shall be required to contribute additional days in accordance with **Section 21.6.3.** However, the total number of days held in reserve shall not exceed three hundred (300).
6. Members shall not forfeit earned personal time for donating Sick Leave days to the Bank.
7. An employee at maximum Sick Leave accrual may initially donate up to fifteen (15) days to the startup of the Bank (July 1, 2000) and up to eight (8) days in any subsequent year.
8. An eligible employee donating eight (8) or more days in a year shall be eligible for two (2) additional "bonus" personal days for use in the twelve (12) months following such donation.

Section 21.7 SPECIAL LEAVE

Upon written request, employees shall be given time off without loss of pay or benefits for the following reasons:

- Oral and written examination conducted by Civil Service for promotion or reclassification within the employee's department;
- Physical examination conducted by Civil Service pertaining to the employee's department;
- Retirement physical examinations;
- Appeal hearings conducted by Civil Service in which the employee is an interested party or a witness;
- Hearings in Industrial Accident cases in which the employee is the injured party or is summoned as a witness therein. Any witness fees received by such employee shall be refunded to the City;
- Grievance appeal hearings in which the employee is an appellant or a witness;
- All Union meetings by the entire unit or subcommittees shall be held during non-work hours, Union representatives shall notify management twenty-four (24) hours in advance of the meeting if a City facility is to be used as the site for the meeting. The City will provide a meeting room for the Union meeting;
- Attendance at negotiations is limited to five (5) employees;
- Negotiating team members' names shall be submitted in writing along with one (1) alternate. A twenty-four (24) hour notice shall be given for alternate participation.

Section 21.8 VACATION

[Amended FY18 – FY20]

A. Eligibility and Accrual

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

Month of Hire	Non Exempt (Hourly) and Exempt (Salary)
January	2 weeks in July
February	2 weeks in August
March	2 weeks in September
April	1 week in October
May	1 week in November
June	1 week in December
July	None – 2 weeks in January of following year
August	None – 2 weeks in February of following year
September	None – 2 weeks in March of following year
October	None - 2 weeks in April of following year
November	None - 2 weeks in May of following year
December	None - 2 weeks in June of following year

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

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

B. Utilization, Carryover and Buyback

1. 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.
2. A full time employee covered by this Agreement requesting a vacation day off shall make such request from his/her supervisor no later than seventy-two (72) hours or three (3) regular workdays prior to the day requested. This shall not prohibit the employee's supervisor from granting vacation leave due to an emergency or personal situation.
3. Vacation weeks must be taken in the calendar year in which they are earned except that, an employee may carry forward no more than one (1) week or five (5) days of vacation into the next calendar year, provided that s/he takes such vacation week together with no more than two (2) weeks of his/her vacation earned in the next calendar year at one time. Department Heads may, with the approval of the Mayor, allow such week to be taken in some other manner if the needs of the Department permit.
4. As per the Code of the City of Fitchburg, Ch. 35, §7, an employee who has been employed with the City for five (5) or more consecutive years shall be allowed, in each calendar year, to exchange up to ten (10) vacation days for up to two (2) weeks' pay. Employees employed for less than five (5) years shall be allowed, in each calendar year, to exchange five (5) vacation days for one (1) week's pay.

This revised vacation matrix/schedule is effective with the execution of this Agreement and shall not be applied retroactively to any employee's current vacation leave.

ARTICLE 22
SAFETY

[Amended FY18 – FY20]

Section 22.1 SAFETY EQUIPMENT

The Parties recognize the importance of the adherence to safety rules and regulations in order to promote a safe working environment. The Municipal Employer agrees that it will use diligence to avoid hazardous conditions and shall make every effort to eliminate any condition which may result in injury or illness to the employee.

As such, the following provisions shall be followed by all employees:

1. All Union members are required and shall not refuse to wear safety equipment supplied to them or as determined necessary by the Commissioner of Public Works, Deputy Commissioner, Manager and/or immediate Supervisor.
2. Employees shall be responsible for the proper care of safety equipment. Safety equipment which is damaged or worn out through normal use must be turned in for replacement.
3. The City may charge an employee for the reasonable cost of any safety equipment which is damaged or lost as a result of the employee's negligence.
4. The City encourages safety training and will work with the Safety Committee to provide such training at no cost to the employee.
5. Smoking in City buildings is prohibited at all times. As per M.G.L. Ch. 111, §31, smoking is prohibited in Municipal buildings and vehicles.
6. The City agrees to supply all vehicles with a first aid kit. The Union agrees to account for all such kits and supplies contained therein and shall reimburse the City for all such kits or supplies not so accounted for. Responsibility for said accounting shall be placed upon the drivers of such vehicles.

Section 22.2 SAFETY COMMITTEE *[Amended FY18 – FY20]*

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

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

Section 22.3 PROFESSIONAL STANDARDS AND SAFETY STIPEND *{Added FY18–FY20}*

The Parties agree to implement a Professional and Safety Standards stipend, in the amount of $1,000, per eligible and applicable employee covered by this Agreement, provided compliance with all provisions related to such stipend.

The period of eligibility shall become effective for the contract year beginning July 1, 2018 and shall be paid on an annual basis each contract year thereafter, so long as all provisions are complied with and completed.

A. The provisions are as follows:

1. No stipend shall be paid by individual item;

2. All Local 39 employees will be required to obtain an OSHA 10 certification within six (6) months of the effective date of this Agreement;
3. The City reserves the right to install GPS in all appropriate and applicable City vehicles utilized by members covered by this Agreement;
4. The City shall implement random drug and alcohol testing for all non-Department of Transportation (DOT)/Federal Motor Carrier Safety Administration (FMCSA) employees covered by this Agreement. The City policy rules and regulations shall be distributed to all DOT and non-DOT member employees and will require a signed acknowledgment of said policy by the member employee;
5. Employees will maintain their cell phone and use it in accordance with the policies set forth by the City, Safety Committee and provisions of Article 23, Cell Phone Policy;
6. Employees holding Commercial Driver's Licenses (CDL's) shall comply with all Department of Transportation (DOT)/Federal Motor Carrier Safety Administration (FMCSA) and City rules, regulations and policies. The DOT policy rules and regulations shall be distributed to all CDL holders, current, as well as future covered employees, and will require a signed acknowledgment of said policy.

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

ARTICLE 23
CELL PHONE POLICY

{Added FY18 – FY20}

The City and the Union recognize the need for the creation and implementation of a written cell phone policy, with which all employees covered by this Agreement must comply. All current member employees, as well as future member employees, will be required to sign the acknowledgment and receipt of said policy.

Such policy includes but is not limited to the following provisions:

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

ARTICLE 24
DRESS CODE/CLOTHING ALLOWANCE

[Amended FY18 – FY20]

Section 24.1 DRESS CODE

The City and the Union are in Agreement to establish a common goal to improve the appearance and safety of all Department of Public Works employees. A dress code is herein established and all employees shall be required to wear the clothing as assigned by the City of Fitchburg DPW and its respective divisions under this Agreement. The dress code shall be strictly adhered to at all times and will be uniformly administered among all divisions covered by this Agreement.

Provisions of the established dress code are as follows:

- Employees are required to wear the clothing as provided by the Municipal Employer at all times when at work and on the clock;
- Employees who report to work who do not adhere to the dress code will not be permitted to work and shall be placed on unpaid leave;
- Repeat violators may be subject to disciplinary action; employees may be placed on unpaid leave until said employee is in compliance with the dress code;
- Sweatpants, shorts, tank tops, sleeveless and/or cutoff shorts will not be permitted nor provided by the employer;
- Ripped or torn clothing will not be permitted while on the job;
- It shall be at the discretion of the Division Manager to permit employees to wear shorts while on duty;
- Clothing which shall be permitted includes but is not limited to short and long sleeve shirts, sweatshirts, jackets (heavy winter and/or three-season type), pants or solid color dungarees and footwear.

Section 24.2 CLOTHING ALLOWANCE REQUIREMENTS

The provisions and terms of the clothing allowance include but are not limited to:

- Each employee shall be required to purchase work footwear directly from a supplier of the employee's choice and to provide replacement as required. Work footwear shall be of sufficient type to provide safety for the employee for conditions encountered on job sites. Sneakers, jogging shoes and sandals are not permitted;
- Seasonal employees shall neither be outfitted with clothing/uniforms nor receive a clothing stipend;
- The City, in conjunction with the Union Safety Committee, shall:
  - **a.** Establish the color and logo to be imprinted on shirts;
  - **b.** Establish a list of retail suppliers where employees may purchase required clothing.
- Employees must arrange to be fitted for clothing on his/her own time.

Section 24.3 CLOTHING ALLOWANCE STIPEND *[Amended FY18 – FY20]*

The clothing allowance annual stipend, paid to eligible employees covered by this Agreement, shall be in the amount of eight-hundred dollars ($800). Payments of said stipend shall be made collectively, in September, in a payroll week to be chosen by the City. Such payments shall be made separate from the regular bi-weekly payroll process and shall coincide with a schedule already established by the City for payment of non-payroll week stipends and/or incentives. Said September payment shall remain constant for all subsequent, annual payments. The payment of said stipend shall not be subject to retirement accrual. It is expressly understood that an employee on an extended leave of absence or injury leave for six (6) months prior to September 30 is not entitled to such allowance. However, should such an employee subsequently return to work, s/he shall be eligible for a prorated payment.

ARTICLE 25
EMERGENCY PAGING SYSTEM *[Amended FY18 – FY20]*

The City has consolidated divisional practices regarding the emergency paging system into one standardized policy and procedure for all Department of Public Works employees.

Section 25.1 POLICY

The Emergency Paging System policy is as follows:

1. Employees participating in the emergency pager system shall carry a pager cell phone which shall be provided by the City. Carrying such pager phone is voluntary to all employees covered by this agreement except in situations in which an insufficient number of qualified (licensed) personnel have volunteered. In such circumstances, all properly licensed employees may be required to be available to carry a city pager phone in a rotation by inverse seniority.

2. The City pager carrier shall receive "call-in" pay if s/he is required to work beyond 3 PM.
3. The division heads of the Cemetery, Parks, Streets, Wastewater and Water divisions reserve the right to alter the standards and policies for carrying such pager cell phone as the needs of the division require. The Union shall be notified in writing should any alteration be under consideration. The Union will be given the opportunity to comment upon said alteration.
4. Compensation for carrying the pager cell phone shall be as follows:
    - The Primary pager employee shall be compensated at a weekly rate of Two Hundred and Fifty Dollars ($250);
    - The Secondary pager employee shall be compensated at a weekly rate of Two Hundred Dollars ($200).

Section 25. 2 PROCEDURE

The procedure for the Emergency Paging System is as follows:

1. The primary pager duty shall be offered to the General Foreman first, followed by the Working Foreman. If no foreman is available, the duty shall then be offered to Special Motor Equipment Operators (SMEO).
2. In the Wastewater Division, the primary pager duty shall first be offered to the General Foreman (previously the "Senior Collection System Operator"), then to the Working Foreman and then to a Collection System Operator.

    - In the Water Division, the primary and secondary pager duty shall be offered to all employees within their respective area (distribution, treatment) and scheduled as provided for below. The distribution area shall have a primary and secondary pager; the treatment area shall have a primary pager only.

3. When a second pager cell phone is offered by the City, the secondary pager shall be offered on a voluntary basis.
4. The pager cell phone shall be assigned in each division as aforementioned in an established schedule. The pager shall be assigned in weekly increments. With the exception of the Wastewater Division, the definition of a week, for the purposes of this article, shall be defined as seven days, twenty-four hours per day, beginning at 7:00 AM Monday morning and shall end at 7:00 AM the following Monday morning.
5. For the Wastewater Division, the definition of a week, for the purposes of this article, shall be seven (7) days, twenty-fours (24) hours per day, beginning at 7:00 AM Friday morning and shall end at 7:00 AM the following Friday morning.
6. Except for emergency situations, the City will exercise its right to change the above period only after posting notice of such change on the bulletin boards of the affected Division at least one (1) week before the effective date of change. The notice shall include the reason for such change in the schedule.
7. A rotating schedule shall be established by each division manager, listing employees covered by this Agreement, based upon departmental seniority, as specified above. Further,
    - All employees on the rotating schedule shall be capable of evaluating all calls and determining if immediate action is required;
    - When paged, the employee shall immediately respond, via telephone, to the answering service. Upon responding to the page, the employee shall evaluate the situation to determine whether immediate action is necessary. If such action is deemed necessary, unless the call response time is approved by the employee's Division Manager, the employee shall be able to respond, in person, to any emergency within twenty (20) minutes of the initial page/call;
    - A written report of the incident and action taken shall be filed by said employee with his/her respective supervisor by 7:00 a.m. of the following workday;
    - Any deviation from the departmental and/or division plan shall be grounds for disciplinary action.

Section 25.3 COMPENSATION

1. An employee assigned to carry the pager cell phone shall not be eligible to take sick leave, vacation, or personal days during the scheduled period s/he carries the pager. Any request for such benefits during said scheduled period shall be denied, unless an emergency situation arises. If such leave is granted, the weekly allowance shall be adjusted accordingly on a prorated basis.

2. Compensation for carrying the pager cell phone shall not be considered or paid during the employee's regularly scheduled shift and/or during overtime.

3. Employees carrying the emergency pagers who have worked twenty-four (24) consecutive hours shall be granted eight (8) hours of paid time off, at straight time rate, at the conclusion of the twenty-four (24) hour period, in addition to his/her One Hundred Dollar ($100) bonus as described in Article 28.

ARTICLE 26
GLOBAL POSITIONING SYSTEM (GPS)

{Added FY18 – FY20}

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

A. PURPOSE

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

B. DISCIPLINE

It is understood that disciplinary actions against and excessive monitoring of employees are 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 such information may be used for disciplinary purposes consistent with this article. Once the GPS information is recorded and stored electronically, the City of Fitchburg/Department of Public Works agrees that it shall not systematically or without prompting review or audit previously recorded GPS information available through the system for disciplinary purposes.

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

C. INFORMATION

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

D. EVALUATION

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

ARTICLE 27
RANDOM DRUG TESTING

{Added FY18 – FY20}

The Parties agree that effective July 1, 2018, the City shall implement random drug and alcohol testing for all non-DOT (Department of Transportation) member employees. The rules, regulations, policies and procedures of such testing shall be the same as those of DOT (Department of Transportation) member employees, except where specifically provided for within the City of Fitchburg Drug and Alcohol policy, as amended.

All member employees covered by this Agreement, including all future new member employees, shall receive a copy of the City's Drug and Alcohol policy. Employees are required to review said policy and to sign an acknowledgment of receipt of such policy.

ARTICLE 28
HEALTH AND WELFARE

[Amended FY18 – FY20]

Section 28.1 EXAMINATION BY PHYSICIAN DURING DISABILITY

Any employee claiming benefits under the Workers' Compensation or Sick Leave provisions of this Agreement shall submit to an examination, at the expense of the City, by a physician designated by the City, as requested during the period of such disability.

Section 28.2 EXTREMES OF WEATHER

Recognizing the importance of protecting the health and safety of its employees, the Municipal Employer will schedule or modify work during extremes of weather so that the health and safety of employees will not be endangered. All members of the Union will be treated as equally as possible, taking into consideration their duties and the needs of the department.

Snow plowing and ice conditions provision: A Union member who actually works twenty-four (24) consecutive hours shall be granted a stipend of One Hundred Dollars ($100).

Section 28.3 HEALTH AND LIFE INSURANCE *[Amended FY18 – FY20]*

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

1. Medical Insurance, either Blue Cross/Blue Shield with options of Blue Care Elect, Blue Choice, HMO Blue or another similar insurance plan.

- Premiums costs shall be paid by the City at either seventy percent (70%) or seventy-five percent (75%) and thirty percent (30%) or twenty-five percent (25%) to be paid by the employee, dependent upon which plan the employee selects.

2. Life Insurance in the amount of fifteen thousand dollars ($15,000).

- Premium costs of which shall be paid at seventy-five percent (75%) paid by the City and twenty-five percent (25%) paid by the employee. The employee has the option of purchasing additional life insurance and shall pay one hundred percent (100%) of all premium costs.

Section 28.4 INJURED EMPLOYEES

Any employee suffering an injury in the course of his/her employment and is forced to leave the job site because of such injury will be paid to the end of the shift. The employee shall notify his/her Division Manager or in his/her absence, the general foreman or in his/her absence, the working foreman, immediately if the employee is required to leave the job site.

An injury and/or accident report shall be completed as soon as practicable but no later than twenty-four (24) hours from the time of the injury and/or accident.

Section 28.5 RECUPERATIVE REST PERIOD

An employee who has worked continuously for sixteen (16) hours or more in any twenty-four (24) hour period shall, at the option of the employee, be entitled to eight (8) hours rest before re-assignment, which rest period shall not be construed as a refusal to accept overtime hours. The first eight (8) hour tour of duty after such rest period shall be construed as that employee's normal shift. The City will follow all applicable federal, state and local guidelines and/or practices with respect to this Article.

Section 28.6 REPLACEMENT OF EYEGLASSES

In the event that an employee's prescription eyeglasses are broken or lost during the normal performance of his/her duties, the City will pay for the replacement of said eyeglasses, as follows:

- The City shall not pay for an eye examination;
- The City will reimburse employees for eyeglass replacement and/or the repair of prescription and/or corrective eyeglasses;
- All employees requesting replacement shall go to the City's designated provider for glasses. The City and the Union agree to designate a joint committee to make recommendations about who will be the provider.

The Employer shall furnish safety straps to all employees required to wear eyeglasses. The employee shall wear such safety straps under normal conditions of work and/or when applicable under working conditions. Replacement and/or reimbursement of eyeglasses may be denied if safety straps are not worn.

Employees shall notify his/her Division Manager for the loss and/or repair of eyeglasses and shall complete the appropriate forms. The eyeglass replacement claim must have documentation of the replacement cost. Employees may submit only one (1) claim per year.

Section 28.7 VOLUNTARY BENEFITS *[Amended FY18 – FY20]*

The City currently offers the following programs and voluntary benefits* available through payroll deduction. Premium costs for such benefits shall be paid by the employee at one hundred percent (100%):

OFFERED VOLUNTARY BENEFITS		
❖ Accident Insurance	❖ Critical Illness	❖ Long Term Disability
❖ Additional Life Insurance	❖ Dental Insurance	❖ Medical Bridge Insurance
❖ Cancer Insurance	❖ Deferred Annuities	❖ Short Term Disability Insurance

*Insurance and Disability Benefits currently provided by Aflac and Colonial Life; Deferred Annuities currently provided by VOYA. Subject to change.

Section 28.8 WORKERS' COMPENSATION *[Amended FY18 – FY20]*

At the option and request of the employee, the City will calculate, process and include the difference between the Workers' Compensation amount and the employee's regular base bi-weekly pay in accordance with the City's bi-weekly payroll processes and policies. The equivalent amount of time shall be deducted from the employee's accrued vacation, personal or sick time. If the employee elects to use sick time to offset the Workers' Compensation amount, s/he will not accrue personal time.

If the City or the Department of Industrial Accidents recognizes liability, an employee shall not lose seniority, vacation, sick leave accrual or other benefits while on Workers' Compensation, however, in no event should vacation, sick or personal leave or other benefits accrue after the second year of absence.

ARTICLE 29
VACANCIES

Section 29.1 DEFINITION

A vacancy is an opening caused by promotion, death, retirement, resignation, transfer, discharge or the availability of a new position.

Section 29.2 POSTING OF VACANCY/POSITION

When a position covered by this Agreement is to be filled, notice of such vacancy shall be posted in a conspicuous place in all departments covered by this Agreement. Such posting shall list the pay rate, duties, shift, physical components and qualifications. This posting shall remain posted for fifteen (15) working days. The City reserves the right to reduce the posting period to no less than then (10) working days if it first notifies the Union of such action and shall be responsible for notifying all employees who are not actively working.

Section 29.3 INTERNAL APPLICANTS

Employees interested in the position shall apply by completing an application as required by the Department of Human Resources within the specified posting period. The City may then award the position to the senior, qualified applicant within five (5) days of the expiration of such posting period. The City shall place greater emphasis on qualifications, as opposed to seniority when making appointments or promotions to positions covered by this Agreement. The City reserves the right to appoint a less senior but more qualified individual to positions within the department. It is understood that the determination of qualifications shall be performed by the Employer.

Section 29.4 PROBATIONARY PERIOD

The successful, internal applicant shall be given one (1) six (6) month probationary appointment in the Labor Service position at the applicable rate of pay. If, at any time prior to the end of the probationary period, it is determined that the employee is not qualified to perform the work, s/he shall be returned to his/her former position and rate of pay. When an employee is provisionally appointed but not promoted to a higher classification of work, s/he shall receive the scheduled wage of such higher classification when permitted by the Division of Civil Service.

For some positions in the Water department, which require certification under M.G.L. 310 or Department of Environmental Protection, CMR, §22.11, a one (1) year time period for certification may be granted. Said employee's probationary period shall be extended for that time period.

The provisions of this Article shall not apply to any position which is covered by the "Official Service" of Civil Service, as opposed to the "Labor Service" of Civil Service, with the exception that it shall apply to the appointment of an official service employee.

Section 29.5 EXTERNALLY CONTRACTED WORK

The City may employ outside contractors as occasion and sound business practice may require. The City shall enter into external contracts for snow and ice operations, including sanding, salting, snow plowing and snow removal, only when all available City MLDC/Local 39 employees (normally engaged in such classified work) are working. The City reserves the right to engage in the utilization of volunteer workers, prisoners, community service workers and interns to perform duties related to this contract. The employees covered by this Agreement shall not interfere in any way with the City's right to conduct business in this manner. The City shall notify the Union of its intentions as soon as practicable.

Section 29.6 TEMPORARY EMPLOYEES

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

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

Section 29.7 WORK PERFORMED BY SUPERVISORS

No supervisory employee excluded from the terms of this Agreement shall perform the work of any employee covered by this Agreement except in the case of:

- An imminent threat to human health and safety;
- Major property damage;
- Absence of employees from work;
- The purpose of instruction or training of employees within the bargaining unit

This exclusion shall include requests for water utility mark-outs. Requests for water mark-outs, after hours of normal operation, shall be performed by bargaining unit, on-call personnel.

ARTICLE 30
EMPLOYER'S RESPONSIBILITY

The City agrees to provide all material, equipment, tools and special license fees required to perform the duties assigned to the employees covered by this Agreement for the mutual benefit of each Party. The City agrees to reimburse employees for the renewal costs of all license fees for a Class A, B, CDL or other specialty license relevant to the work. Said reimbursement is to be made upon presentation of such license to the employee's Division Manager for approval and reimbursement. The City shall not be responsible to reimburse late fees to any employee covered by this Agreement.

ARTICLE 31
EDUCATIONAL BENEFITS

[Amended FY18 – FY20]

The City recognizes the importance of educational development and professional growth of its employees. As such, the City agrees to pay and/or reimburse employees for the cost of registration fees, tuition and books for educational courses and/or training.

Payment and/or reimbursement for such training and/or courses must adhere to the following guidelines:

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

ARTICLE 32
LICENSES

[Amended FY18 – FY20]

Section 32.1 COMMERCIAL DRIVER'S LICENSE (CDL) *[Amended FY18 – FY20]*

It is the policy of the City of Fitchburg that the use of alcohol and controlled substances by employees who are on duty and who are required to have Commercial Driver's Licenses is prohibited. This policy incorporates any off duty use and/or misuse of alcohol and/or controlled substances that results in a positive alcohol or controlled substances test.

The City shall meet any and all of the requirements of the Department of Transportation (DOT) regulations, 49 Code of Federal Regulations (CFR) Parts 382, et al. for licensing and testing of employees covered under this Agreement.

Unless otherwise stipulated by the DOT regulations, any employee covered by this Agreement who loses his/her license to operate a motor vehicle or heavy equipment, for any reason, shall be subject to the following:

- A first offense of loss and/or suspension of license, the employee shall be automatically demoted to the position of laborer for the period of time which his/her license is revoked. Such employee shall immediately be removed from performing any type of safety sensitive duties or tasks;

- A second offense of loss and/or suspension of license may result in the suspension and/or termination of the employee, following the procedures set forth in the Civil Service Rules and Regulations;
- An employee who fails to immediately inform the City that s/he has had his/her license suspended and/or revoked may be subject to suspension or termination. Any action taken by the City shall not be subject to appeal through the grievance/arbitration procedures of this Agreement.

The City shall schedule appointments and pay for (or reimburse, where applicable and appropriate) the examination, pre-employment, license renewal examinations and/or testing and DOT mandated random drug/alcohol testing for all eligible MLDC/Local 39 employees. Such appointments and examinations shall be scheduled at CareWell Urgent Care or Take Charge/HealthAlliance Hospital.

Any required examinations, follow-up testing, counseling and/or treatment necessitated by a positive drug/alcohol test shall be at the expense of the employee, unless otherwise covered by the employee's health insurance, where applicable.

Failure to complete the DOT mandated return-to-duty requirements within a three (3) month period shall result in termination.

Section 32.2 CERTIFICATIONS AND TESTING

A one (1) year time period for water certifications may be granted at the discretion of the Division Manager. Such requests shall be made in writing by the employee prior to consideration by the Division Manager.

In the event of testing on equipment, the Union shall have an observer present.

All employees required to hold and maintain said licenses shall provide his/her respective division with a copy of each current and valid license, including any and all renewals as such renewals occur.

Employees holding positions covered by the matrix prior to July 1, 2000, who were not required to hold such licenses, shall be "grandfathered" in such position, except positions in which a license becomes required by state or federal regulations. In such cases, employees shall be allowed a reasonable amount of time to acquire such licensing, not to exceed two (2) years.

Section 32.3 REQUIREMENTS *[Amended FY18 – FY20]*

All applicable, appropriate and minimum license requirements for positions covered by this Agreement are listed in **Appendix D** at the end of this Agreement. Except for special licenses which receive stipends, the license requirements for each classification shall remain, as the matrix provides.

Section 32.4 STIPENDS *[Amended FY18 – FY20]*

1. Employees are eligible to receive stipends once per year, unless otherwise stipulated.
2. Employees shall receive stipends based upon the highest license obtained.
3. Stipends shall be paid in a separate check on the first off-pay period in September, unless otherwise stated.

The stipend matrix may be found on the following page.

4. All stipends shall be paid as per the following schedule:

LICENSE/STIPEND	
CDL A	$200
CDL B	$100
2A	$200
2B	$150
4E	$75
4G	$75
H ONLY	$100
TANKER (N) ONLY	$75
X	$175
CSC (COLLECTION SYSTEM CERTIFICATION)	$200
TREE WARDEN	$600

5. Division of Water employees only:

- Employees are eligible to receive only one Distribution and/or Treatment stipend per year;
- Stipends shall be prorated and will be paid twice each year, on February 1st and August 1st for the preceding six (6) month period;
- Operator-in-Training status employees shall be eligible for the stipend at that grade license.

DIVISION OF WATER SUPPLY		
	FULL	OPERATOR IN TRAINING
1D – 1T	$300	$150
2D – 2T	$500	$250
3D – 3T	$700	$350
4D – 4T	$750	$400
BACK FLOW TESTER	$300	
CSO EQUAL TO EQUIVALENT WATER LICENSE	$200	
CROSS CONNECTION SURVEYOR'S LICENSE	$300	

Section 32.5 COURSES AND FEES

The City shall reimburse all eligible MLDC/Local 39 employees for examination, licensing and renewal fees. Said employees shall submit proof/fee receipt of payment and a copy of the valid license to the appropriate Division Manager and/or designee in order to collect reimbursement. All eligible employees shall be entitled to reimbursement for attendance at one (1) review course, provided that proof of attendance and completion is submitted to the appropriate Division Manager and or designee. The City shall not provide paid time off to employees for such attendance.

Section 32.6 TREE WARDEN

In accordance with Massachusetts General Law (M.G.L.) Chapter 41, §106 and Fitchburg City Code, Ch. 3, Article 1, §3-3, a Tree Warden shall be appointed by the Mayor, with approval of the City Council and is subject to approval by the State Forester. The Tree Warden shall exercise the duties of Tree Warden and of insect pest control. Such Tree Warden shall be qualified by training and experience in the field of arboriculture and licensed with/by the Department of Foods and Agriculture in accordance with the provisions of M.G.L. c. 132B, §10.

The City agrees to make this position available to qualified employees of the Cemetery, Highway and Parks Divisions, one of whom shall be appointed on the basis of qualifications. The Tree Warden shall perform his duties on an as-needed basis, as directed by the Superintendent of Streets and Parks. If no employees of Local 39 apply for the position or meet the qualifications, the City may appoint a Tree Warden from outside Local 39. The Tree Warden shall receive a yearly stipend as per the License Stipend Schedule.

ARTICLE 33
PROMOTIONAL TRAINING PROGRAMS

The Parties agree that in-service promotional opportunities should be fostered. To make such a policy effective, the Parties agree to cooperate in establishing in-service training programs to improve the present capabilities of employees and to qualify them for advancement.

The City may also implement cross training programs, during which employees are temporarily assigned to other DPW divisions. The goal of the cross training programs is to broaden the skill level of the employees, and participation by individual employees is voluntary. The duration of temporary assignments for cross training shall not exceed three (3) consecutive weeks nor a total of ten (10) weeks within a twelve (12) month period.

The Union shall designate, in writing, a committee of four (4) employees whose wages and conditions of employment are covered by this Agreement, which committee shall meet from time to time with representatives from the City, at the request of either Party, to discuss and incorporate such agreed upon programs for implementation.

It is agreed between the City and the Union that member employees may use equipment while off-duty for the purpose of learning the operation of such equipment, provided that said use is supervised by qualified personnel, properly licensed for said equipment. Such supervisory personnel are to be supplied by the Union at no cost to the City.

ARTICLE 34
EMPLOYEE PERFORMANCE EVALUATIONS

[Amended FY18 – FY20]

1. An employee must receive a rating of "Acceptable" on his/her annual performance evaluation for his/her current position, grade and step and must have successfully satisfied the number of years required for such grade and step, as indicated on the Wage Matrix included in this Agreement, in order to receive a pay increase for the next step in the assigned pay grade.
2. An "Acceptable" performance evaluation requires a minimum total score of 300 points. A performance evaluation form will be used as the criteria for evaluating performance. Said form will be included as **Appendix E** at the end of this Agreement.
3. The evaluation period shall be July 1 to June 30 of each fiscal year. In the event the supervisor is late in performing the employee's evaluation, the result shall be retroactive to July 1 of such fiscal year. The supervisor's failure to perform an evaluation within six (6) months of the due date shall be interpreted as an "Acceptable" performance evaluation retroactive to July 1.
4. In the event an employee has been out an extended absence of more than 90 days during an evaluation period, and is still out when his/her evaluation is due, the due date shall be moved forward by the length of the absence.
5. Supervisors will make every effort to counsel and help correct performance deficiencies as soon as they become known. Each evaluation shall stand as "Acceptable" or "Unacceptable" for one year, unless overturned by the appeal process.
6. An employee may appeal an "Unacceptable" performance evaluation from his/her supervisor directly to the Commissioner of Public Works by presenting evidence to the contrary within ten (10) working days of the date the employee is apprised of the "Unacceptable" evaluation. If not overturned, the employee may file an appeal, with union representatives within ten (10) work days to the Mayor, who will hear the appeal and make a final determination, which will not be subject to grievance or arbitration.

In Witness whereof, the Parties hereto set their hands and seals on this 4th day of **March, 2019**.

City of Fitchburg:

Mayor Stephen L. DiNatale

Susan A. Davis
Director of Human Resources

Lenny Laakso
Commissioner of Public Works

John Deline
DPW/Deputy Commissioner/Division of Water Supply

Jeffrey Murawski
DPW/Deputy Commissioner of Wastewater

Vincent P. Pusateri II, Esquire
City Solicitor

Massachusetts Laborers' District Council/Local39:

Daniel Roy
President

Craig Leger
Negotiation Team Member

Gregory Leger
Negotiation Team Member

David Leger
Business Agent

Joseph Saletnik
Field Representative

CITY OF FITCHBURG / MLDC / LOCAL 39 / DPW
WAGE SCHEDULE
FISCAL YEARS 2018 - 2020

			Year(s) in Step		1	2	2	2	2	2	2	2	2	2
Grade	Title		Step #		1	2	3	4	5	6	7	8	9	10
6	General Foreman			7/1/2017	22.98	23.67	24.38	25.11	25.86	26.64	27.44	28.26	29.11	29.98
	Head Water Service Inspector			7/1/2018	23.21	23.91	24.62	25.36	26.12	26.91	27.71	28.54	29.40	30.28
				7/1/2019	23.67	24.39	25.11	25.87	26.64	27.45	28.26	29.11	29.99	30.89
5	Head Motor Equipment Repairman			7/1/2017	20.98	21.62	22.27	22.94	23.63	24.34	25.07	25.82	26.59	27.39
	Working Foreman			7/1/2018	21.19	21.84	22.49	23.17	23.87	24.58	25.32	26.08	26.86	27.66
	Primary Water Treatment Plant Operator			7/1/2019	21.61	22.28	22.94	23.63	24.35	25.07	25.83	26.60	27.40	28.21
4	Collections Systems Operator			7/1/2017	19.84	20.42	21.04	21.66	22.32	22.98	23.67	24.39	25.12	25.87
	Motor Equipment Repairman			7/1/2018	20.04	20.62	21.25	21.88	22.54	23.21	23.91	24.63	25.37	26.13
	Reservoir Caretaker			7/1/2019	20.44	21.03	21.68	22.32	22.99	23.67	24.39	25.12	25.88	26.65
	Secondary Water Treatment Plant Operator													
	Special Motor Equipment Operator													
3	Dispatcher			7/1/2017	18.59	19.19	19.77	20.37	20.97	21.60	22.25	22.91	23.60	24.31
	Heavy/Special Motor Equipment Operator			7/1/2018	18.78	19.38	19.97	20.57	21.18	21.82	22.47	23.14	23.84	24.55
	Meter Reader/Cross Connection Inspector			7/1/2019	19.16	19.77	20.37	20.98	21.60	22.26	22.92	23.60	24.32	25.04
2	Light Motor Equipment Operator			7/1/2017	17.04	17.52	18.06	18.59	19.16	19.73	20.33	20.94	21.56	22.21
				7/1/2018	17.21	17.70	18.24	18.78	19.35	19.93	20.53	21.15	21.78	22.43
				7/1/2019	17.55	18.05	18.60	19.16	19.74	20.33	20.94	21.57	22.22	22.88
1	Laborer			7/1/2017	15.44	15.88	16.36	16.85	17.36	17.88	18.41	18.97	19.53	20.12
				7/1/2018	15.59	16.04	16.52	17.02	17.53	18.06	18.59	19.16	19.73	20.32
				7/1/2019	15.90	16.36	16.85	17.36	17.88	18.42	18.96	19.54	20.12	20.73

APPENDIX B

CITY OF FITCHBURG
TELEPHONE USAGE POLICY

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

A. Permissible Use

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

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

B. Personal Phone Calls

Whether using a City owned land line or cellular phone:

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

C. Long Distance Phone Calls

Whether using a City owned land line or cellular phone:

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

D. Employee Responsibilities

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

- Employees receiving cellular telephones are required to sign and acknowledge that they have received the equipment and understand the usage policies;
- All employees will follow the laws of the Commonwealth as it relates to the use of cellular devices while driving;
- The use of cellular telephones should never interfere with an employee's attention to duty, and should never be used when engaged in safety-sensitive functions which require the employee's full attention;

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

E. Management Responsibilities

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

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

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

City of Fitchburg
Acknowledgment of Receipt of
Municipal Telephone Usage Policy

Name: _____ **Department:** _____

Job Title: _____

Cell Phone #: (_____)_____-_____ **Serial #:** _____

Make:_____ **Model:** _____

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

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

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

_____ _____

PRINT Employee Name (Last, First) **Employee Signature**

IF RECEIVING CITY OWNED CELL PHONE:

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

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

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

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

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

APPENDIX C

Massachusetts Laborers' District Council Local 39
Employee Fee Agreement
Training and Educational Fees

Agreement made this_____day of_____, 20 ____ , by and between the City of Fitchburg, Massachusetts, acting by and through the appointing authority and Employee.

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

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

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

When unusual situations arise that lead to departure of the employee, the Commissioner of the Department of Public Works, Division Head and the Director of Human Resources reserve 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 D

DEPARTMENT OF PUBLIC WORKS
LICENSE REQUIREMENTS BY POSITION AND DIVISION

POSITION	CEMETERY	PARKS	STREETS / HIGHWAY	WASTEWATER SEWER	WATER
Collection Systems Operator	N/A	N/A	N/A	CDL B, W/N Endorsement; E or V Restrictions only; NEWEA Grade II Collection Certification; Hoisting ENG. Code 2B; 5 years' experience	N/A
Dispatcher	N/A	N/A	CLASS D	N/A	N/A
General Foreman	CDL B, 2B, 4E and 4G desirable; 5 years' experience	CDL B, 2A, 4E and 4G desirable; 5 years' experience	CDL B, 2A, 4E, 4G, 5 years' experience	CDL B, W/N Endorsement; E or V Restrictions only; NEWEA Grade III Collection, Certification; Hoisting ENG. Code 2B; 5 years' experience	CDL B, 3D Full 2B 5 years' experience
	CDL (A) is desirable but not required for all General Foreman Positions				
Head Motor Equipment Repairman	CDL B, 2B, 3B	N/A	N/A	N/A	N/A
Head Water Service Inspector	N/A	N/A	N/A	N/A	CLASS D 2D Full, Backflow Tester & Cross Connection Surveyor
Heavy/Special Motor Equipment Operator	CDL B, 2B, 4E and 4G desirable; 2 years' experience	CDL B, 2B, 4E and 4G desirable; 2 years' experience	CDL B, 2B, 4E and 4G desirable; 2 years' experience	N/A	CDL B, 2B, 1D Full 4E and 4G desirable; 2 years' experience
Light Motor Equipment Operator	CLASS D	CLASS D	CLASS D	N/A	CLASS D

APPENDIX D

DEPARTMENT OF PUBLIC WORKS
LICENSE REQUIREMENTS BY POSITION AND DIVISION

POSITION	CEMETERY	PARKS	STREETS/ HIGHWAY	WASTEWATER SEWER	WATER
Meter Reader/ Cross Connection Inspector	N/A	N/A	N/A	N/A	CLASS D Grade 1D Full, (Backflow Tester Certification Desirable)
Motor Equipment Repairman	N/A	N/A	CDL B, 2B	N/A	CDL B, 2B
Reservoir Caretaker/Plant Operator	N/A	N/A	N/A	N/A	CLASS D, 2B, 2T Water Full
Secondary Water Treatment Plant Operator	N/A	N/A	N/A	N/A	CLASS D 2T Water Full
Special Motor Equipment Operator	CDL A, 2A, 4E and 4G Desirable; 3 years' experience	CDL A, 2A, 4E and 4G Desirable; 3 years' experience	CDL A, 2A, (4E, 4G desirable), 3 years' experience	N/A	CDL A, 2B, 2D Full, 3 years' experience
Tree Warden	N/A	Licensed by Dept. of Food and Agriculture, per MGL 132B, §10.	N/A	N/A	N/A
Working Foreman	CDL B, 2B, 4E and 4G desirable; 5 years' experience	CDL B, 2A, 4E and 4G desirable; 5 years' experience	CDL B, 2A, 4E and 4G desirable; 5 years' experience	CDL B, with N Endorsement; E or V Restriction only; NEWEA Grade III Collection, Certification. Hoisting ENG. Code 2B; 5 years' experience	CDL B, 2B, 3D Full 5 Years' experience
ALL POSITIONS REQUIRE OSHA 10 CERTIFICATION					

APPENDIX E

City of Fitchburg

Department of Public Works (DPW)

Divisions: Cemetery, Highway, Parks, Sewer and Water

Employee Performance Evaluation

Employee Name			Department/Division		Position/Title:	
Last:	First:		DPW			
Date of Hire	Grade	Step	Department Head/Manager:		Date:	Fiscal Year
Evaluation Period			Evaluation Type		Prepared by: Name/Title:	
From:	To:		Probation ☐	Annual ☐		

Last Evaluation Date: _____ **Next Step Eligibility Date:** _____

Work Performance	50: Excellent/Exceptional 30: Meets Expectations 20: Minimal level/needs improvement	40. Meets Expectations/frequently exceeds Requirements 10: Does not meet requirements
Teamwork	**Comments:**	choose points
The ability to work efficiently and effectively with co-workers and supervisors to accomplish given tasks and objectives. Communicates clearly, makes positive suggestions and actively participates with team members and others to accomplish goals.		50 ◯ 40 ◯ 30 ◯ 20 ◯ 10 ◯
Job Knowledge and Application	**Comments:**	
The understanding, skill level and ability to apply personal resources to effectively and efficiently carry out the objectives and requirements of the position held. The ability to evaluate situations and tasks and apply experience, technical knowledge and common sense in developing correct solutions and exercising proper actions.		100 ◯ 80 ◯ 60 ◯ 30 ◯ 10 ◯
Quality of Work	**Comments:**	
The care, professionalism, thoroughness and accuracy with which a task is carried out. The ability to complete the task or objective the first time without unnecessary corrections and modifications. Keeping clear and neat records and information.		50 ◯ 40 ◯ 30 ◯ 20 ◯ 10 ◯
Effort and Initiative	**Comments:**	
Initiates scheduled work activity willingly and independently without the need for constant follow-up and encouragement from supervisor. When scheduled tasks are complete, independently looks for and works on related activities needing attention. Seeks to improve appearance of work place.		50 ◯ 40 ◯ 30 ◯ 20 ◯ 10 ◯
Punctuality and Efficiency	**Comments:**	
The personal characteristic of reporting to work at scheduled times and being prepared to begin daily tasks without excessive delay. Also plans and organizes each work task for efficient completion. Stays within normally scheduled lunch and work breaks.		50 ◯ 40 ◯ 30 ◯ 20 ◯ 10 ◯

DPW/LOCAL 39 Employee Performance Evaluation

Employee Name: _____ **Date:** _____

Work Performance	**50: Excellent/Exceptional** **40: Meets Expectations/Frequently exceeds Requirements** **30: Meets Expectations** **20: Minimal level/needs Improvement** **10: Does not meet requirements**	
Safety	**Comments:**	choose points
Employee is aware of and observes department safety rules, regulations and procedures. Uses common sense and is alert to possible safety hazards and reacts accordingly. Is proficient in the use of required safety equipment and understands when and where to apply said equipment.		**50** ◯ **40** ◯ **30** ◯ **20** ◯ **10** ◯
Tools and Property	**Comments:**	
Takes proper care of work tools, equipment and City property. Performs proper maintenance to assure normal usefulness of such tools and maintains City property as required.		**50** ◯ **40** ◯ **30** ◯ **20** ◯ **10** ◯
Attitudes Toward Management	**Comments:**	
Exhibits civility and professional respect toward management and supervisory personnel. Is willing to openly and respectfully discuss and exchange ideas and information in a positive and productive manner.		**50** ◯ **40** ◯ **30** ◯ **20** ◯ **10** ◯
Rules and Regulations	**Comments:**	
Understands and abides by department personnel rules, regulations and policies. Is willing to discuss such related issues in a professional, civil and positive manner when needed.		**50** ◯ **40** ◯ **30** ◯ **20** ◯ **10** ◯
Carrying out Instructions	**Comments:**	
Ability to comprehend, interpret and accurately execute instructions and directions as prepared by supervisors and other personnel providing equipment, materials and services to the department. When necessary is willing to seek clarification in order to complete the task or activity in a timely and efficient manner.		**50** ◯ **40** ◯ **30** ◯ **20** ◯ **10** ◯

300 = MINIMUM ACCEPTABLE SCORE
550 = MAXIMUM ACCEPTABLE SCORE

TOTAL POINTS SCORED: _____

DPW/LOCAL 39 Employee Performance Evaluation

Employee Name: **Date:**

SUPERVISOR COMMENTS

EMPLOYEE COMMENTS

DPW/LOCAL 39 Employee Performance Evaluation

Employee Name: _____ **Date:** _____

ADVANCEMENT TO NEXT STEP: _____ **RECOMMENDED** _____ **NOT RECOMMENDED**

Signatures:

EMPLOYEE: _____

SUPERVISOR: _____

ACCEPTED BY DEPARTMENT HEAD: _____

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