

MEMORANDUM OF AGREEMENT
Between the
CITY OF FITCHBURG, MA
And the
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
ON BEHALF OF LOCAL 3128
FITCHBURG PERMANENT FIREFIGHTERS ASSOCIATION
March 25, 2019



The City of Fitchburg (the "City") and the **International Association of Fire Fighters, on behalf of Local 3128, Fitchburg Permanent Firefighters Association**, (the "Union"), collectively referred to as the "Parties," have concluded negotiations over changes to the terms for the successor Collective Bargaining Agreement between the Parties covering the period of fiscal year July 1, 2018 through June 30, 2019 and further, agree to extend their 2018 Collective Bargaining Agreement ("CBA") from July 1, 2019 through June 30, 2022, in all respects, except as modified by this Memorandum of Agreement. All changes shall become effective as of the date specified or effective as of the date of this Agreement should no date be specified. The Parties agree to the following modifications:

1. Collective Bargaining Agreement Document

[Amended FY19 – FY22]

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

- a. Correct any and all grammatical and typographical errors;
- b. Reformat document;
- c. Replace all Roman numerals with Arabic numbers;
- d. Change dates for Fiscal Years July 1, 2019 – June 30, 2022;
- e. A preliminary revised document shall be submitted to the Union for review and approval prior to signing.

2. Article VII, Union Dues and Agency Fee, p. 4

[Amended FY19 – FY22]

1. Remove current language in article, *replace* with following:

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. Such 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 dues in existence at the time of the deduction as certified to the Treasurer of the Union. Increases in said 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.

3. Article VIII, Wages, Differential and Longevity, p. 4

Section 1 WAGES

[Amended FY19 – FY22]

- a. A **2%** wage increase shall become effective July 1, 2019.
- b. A **2%** wage increase shall become effective July 1, 2020.
- c. A **2%** wage increase shall become effective July 1, 2021.

Section 4 Longevity, p. 5

[Amended FY19 – FY22]

Eliminate longevity awards for all members covered by this Agreement.

Article VIII, Wages, Differential and Longevity, p. 4, continued:

Section 6, p. 10

Eliminate the following paragraph:

Out of grade pay shall be paid to any firefighter, Lieutenant or Captain who temporarily fills the next higher rank, due to an opening on any piece of apparatus which normally has an officer through a job bid or assignment, with the exception that when a captain's opening is created on a night, weekend or holiday shift, no Captain out of grade will be filled.

Replace with the following:

Out of grade pay shall be paid to any firefighter, Lieutenant or Captain who temporarily fills the next higher rank, due to an opening on any piece of apparatus which normally has an officer through a job bid or assignment.

4. Article XI, Clothing Allowance, p. 8

The City will continue to apply for the FEMA AFG Personal Protective Equipment (PPE) grant on an annual basis, subject to grant application availability.

5. Article XII, Education, pg. 10

[Amended FY19 – FY22]

a. Paragraph (k), p.10: Remove 1st sentence related to Haz-Mat pay.

b. Paragraph (l), p.10: Remove all language before last sentence, to read: All employees shall attend annual Paramedic Assistant training.

6. Article XIII, Overtime, p. 10

Section 3, Definition, sub section 4: Eliminate entire section related to road details.

6. Article XVIII, Sick Leave, p. 14

[Amended FY19 – FY22]

1. **Section 6:** Eliminate language related to birth of a child, move to new section, Parental Leave under Leaves of Absence, Article XXIV.

2. **Section 7, p. 15:** Remove 1st sentence related to call-in reason.

3. **Add:** A doctor's certification and/or note may be required by the Chief if an employee is absent for three (3) or more consecutive days or if the Chief and/or designee has reasonable cause to believe that the employee is abusing his/her Sick Leave.

7. Article XIX, Personal Leave Days, p. 16

Section 1, subsection (a):

Eliminate: "Employees may sell back personal day shifts, two times each calendar year to coincide with vacation sell back. A maximum of fifteen (15) personal day shifts per year may be sold back."

Replace with: "Employees may sell back personal day shifts, four times each calendar year to coincide with vacation sell back. A maximum of fifteen (15) personal day shifts per year may be sold back."

8. Article XX, Line of Duty Injuries, p. 17

1. Line of Duty absences shall run concurrently with the Family Medical Leave Act. (FMLA)

9. Article XXII, Vacations, p. 19

Section 6, subsection (d):

Eliminate the following: "Employees shall have the option to sell back all unused vacation time twice a year. The employee shall notify the Chief of Department during the time period of February 15th through March 15th, to receive vacation pay the first pay day in April, and October 15th through November 15th, to receive vacation pay the first pay day in December. Vacation time may be sold back from one (1) day up to and including all remaining earned vacation days."

Article XXII, Vacations, continued:

Replace with: "Employees shall have the option to sell back all unused vacation time four (4) times per calendar year. The employee shall notify the Chief of Department as per the schedule below to request and receive a vacation buyback. Vacation time may be sold back from one (1) day up to and including all remaining earned vacation days."

Calendar Quarter	Buyback Notification Period	Pay Period of Buyback
Q1	January 1 – January 14	1 st Pay period in February
Q2	April 1 – April 14	1 st Pay Period in May
Q3	July 1 – July 14	1 st Pay Period in August
Q4	October 1 – October 14	1 st Pay Period in November

10. Article XXIII, Funeral Leave, p. 19

1. Rename Article to Bereavement Leave;
2. Move to Article XXIV, Leaves of Absence.

11. Article XXIV, Leaves of Absence, p. 20

1. Add new Section for Parental Leave.

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 with (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.

2. Birth of a Child

In the event of the birth of a child to the spouse of an employee, the employee may use up to two (2) shifts of sick leave, charged against his/her accumulation, which shall not affect his accumulation of personal days. These days may be used up to, and including the day the mother and child are discharged from the hospital.

12. Add new Section for Military Leave, as follows:

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

13. Add new Section for Family Medical Leave Act (FMLA)

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

14. Article XXX, Americans with Disabilities and FMLA

1. Remove language related to FMLA. New article created.
2. City to propose language for ADA.
3. Add new Article, Discrimination and Coercion, as follows:

All Parties to this Agreement agree that they shall not discriminate against any person because of race, color, sex, age, disability, religion, national origin, sexual orientation or gender identity. Any claims asserting violations may be resolved pursuant to the provision under said statute in accordance with or under appropriate state and federal courts and regulatory agencies and not under the Grievance and Arbitration procedures within this Agreement.

Article XXX, Americans with Disabilities, continued:

15. City of Fitchburg/Fire Department Pay Scale, p. 24

[Amended FY19 – FY22]

- a. City agrees to add a 4th step to the firefighter wage scale. This step shall be reached upon the completion of the firefighter’s twenty-fifth (25th) year of continuous service within the City of Fitchburg Fire Department.
- b. The fourth (4th) step shall be paid at the rate half way between the 3rd step firefighter and Lieutenant.
- c. The rank differential for Lieutenants and Captains shall be fifteen percent (15%) between ranks.
- d. The rate for Lieutenants who have completed twenty-five (25) years of service or more shall be 7.5% above a regular Lieutenant’s rate. Captains who complete twenty-five (25) years of service or more shall be 7.5% above a regular Captain’s rate.
- e. All stipends (EMT, pager) shall be calculated and paid at the rate of the third (3rd) step firefighter.
- f. The EMT stipend shall be paid in the first pay period in August each year.
- g. Overtime, holiday, education, vacation and PTO buybacks shall be calculated using the employee’s actual rate of pay.
- h. City to create a new pay scale matrix to be included within the Successor Collective Bargaining Agreement (CBA).

16. HMER/EVT Position

The City added, as per previous agreement by both Parties, items related to HMER/EVT. Position was transferred from MA Laborers District Council/Local 39 to Local 3128, effective January 23, 2018. City proposes following related to stipends, rate of pay, etc.:

1. Position shall be considered the same grade as firefighters, with Steps 1 – 3 and Step 4 after 25 years.
2. Current HMER/EVT rate is at \$1012.80 per week to align with Local 39 Wage matrix. Effective July 1, 2019, current employee will move to FF Step 2.
3. The vacation and personal leave accruals will mirror the accruals of all firefighters.

4. STIPENDS

- Employees are eligible to receive stipends once per year, unless otherwise stipulated;
- Employees shall receive stipends based upon the highest license obtained.

Stipends shall be paid as follows:

- Clothing Allowance: \$1,000, to be paid in September;
- Commercial Driver’s License (CDL) Stipend: \$200, to be paid in September;
- EVT Training Certification: Eligible for total stipend of \$400, to be paid individually, in the first pay period in August, as follows:

EVT/FIRE APPARATUS TECHNICIAN CERTIFICATION REQUIREMENTS		
		Stipend
Level I		
F1	Maintenance, Inspection and Testing of Fire Apparatus	\$50
E - O	Maintenance, Inspection & Testing of Ambulances	\$50
T4	ASE/Truck, Brakes	\$100
Level II		
F3	Fire Pumps & Accessories	\$50
F4	Fire Apparatus Electrical Systems	\$50
Master Level III		
F5	Aerial Fire Apparatus	\$50
F6	Allison Automatic Transmissions	\$50

5. Pager: The pager stipend shall be the same as all firefighters and shall be paid in January.

Commercial Driver's License (CDL)

Section 1 **CERTIFICATIONS, TRAINING AND TESTING**

1. The City shall pay associated costs of training at an accredited and/or appropriate training facility for any employee covered by this Agreement who is required to obtain a Commercial Driver's License.
2. In the event of testing on equipment, the Union shall have an observer present.
3. All employees required to hold and maintain a CDL shall provide the Chief with a copy of each current and valid license, including any and all renewals as such renewals occur. The Chief and/or his/her designee shall provide copies of the same to the Human Resources Department.

Section 2 **LICENSURE**

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 a Commercial Driver's License 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 substance(s) 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 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 Firefighter, Step 1, 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.

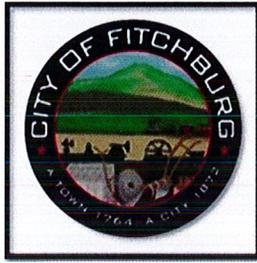
The City shall schedule appointments and pay for (or reimburse, where applicable and appropriate) the examination, pre-employment, license renewal examinations and/or testing and DOT mandated random drug/alcohol testing for all applicable Local 3128 employees. Such appointments and examinations shall be scheduled by the Human Resources Department at either CareWell Urgent Care or Take Charge/UMASS/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.

Required Clothing/Uniform for HMER/EVT position:

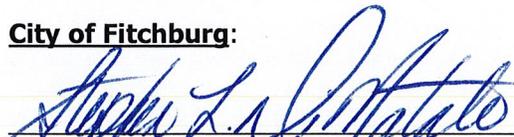
- To be purchased by 07.01.2020;
- Navy blue, short sleeve and long sleeve tee-shirts with approved FFD breast patch and approved "Fitchburg Fire" on back;
- Navy blue, approved "Fitchburg Fire" sweat shirt, with FFD patch on left shoulder or left breast. " FFD" on back optional;
- Plain toe, black, high top "safety shoes";
- Navy blue, work pants, (no shorts). Black belt. FFD approved baseball hat;
- Navy blue, approved, work jacket, for cold weather, FFD patch on left shoulder or left breast;
- ¾ length fire boots, for fire ground operations (or boots with bunker pants);
- Fire turnout coat, for fire ground operations;
- Hard hat or helmet.



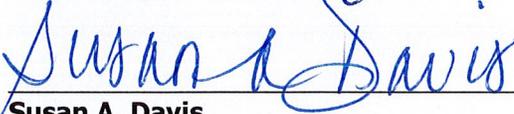
This **Memorandum of Agreement** is subject to ratification by the Union membership and approval by the City of Fitchburg, MA, City Council. The ratified Agreement shall be subject to funding in accordance with M.G.L. c. 150E, §7.

In witness whereof, the Parties hereto set their hands and seals on this **25th** day of **March, 2019**.

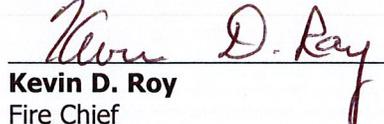
City of Fitchburg:



Mayor Stephen L. DiNatale



Susan A. Davis
Director of Human Resources



Kevin D. Roy
Fire Chief

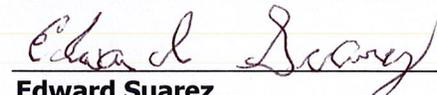


Thomas A. Dateo, Jr.
Deputy Chief

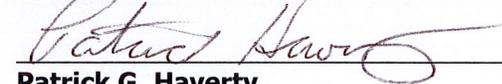


Vincent P. Pusateri II, Esquire
City Solicitor

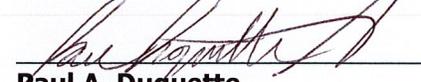
International Association of Fire Fighters/Local 3128:



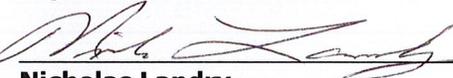
Edward Suarez
President



Patrick G. Haverty
Vice President



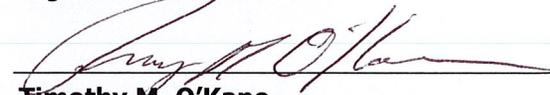
Paul A. Duquette
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