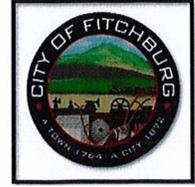


MEMORANDUM OF AGREEMENT
Between the
CITY OF FITCHBURG, MA
And the
**FITCHBURG ASSOCIATION OF MANAGERS,
ADMINISTRATORS AND SPECIALTY SKILLS GROUP**
January 30, 2020



1. Collective Bargaining Agreement

1. Reorganize current CBA in order to consolidate articles, e.g. combine all leave of absence types into 1 Article.
2. Create subsections within articles where appropriate.
3. Create Preamble section.
4. Move Article 23, Duration, to beginning sections of CBA.
5. FAMASS will receive draft copy of revised CBA for review and approval prior to completion of negotiations.

2. Article 1, Recognition, p. 4

1. Add "DPW Administrations Coordinator" position to list.
2. Add "Employee Benefits Coordinator" to list
3. Add the following to the list of positions:
 - a. Buyer
 - b. Community Development Coordinator
 - c. Substance Abuse Prevention Coordinator
 - d. WWT Administrations Coordinator
4. Remove "Worker's Compensation Analyst" from list, as Worker's Comp has been moved to the Human Resources Department, as of July 2018. Position to remain on FAMASS roster.
5. Administrative Assistant/Rec: Move to Clerical Union, eliminate position from FAMASS roster.

3. Article 2, Non-Discrimination, p. 4

1. Eliminate "or collective bargaining activity" from end of sentence.

4. Article 3, Protection for Concerted Activities, p. 4

1. Add "or collective bargaining activity" to end of sentence.

5. Article 4, Agency Service Fee, p. 4

1. Eliminate article in its entirety.
2. Replace with: **Article 4, Payroll Deduction For Union Dues**

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 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 the check with the City to determine payroll deductions for union dues, s/he shall have access to such information.

6. Article 5, Use of City Facilities, p. 5

- 1. Change name of article to "Use of City Meeting Space."

7. Article 6, Business Leave, p. 5

- 1. Change name of article to "Collective Bargaining Meetings. "
- 2. Add a new paragraph to the Article as follows:

Union Meetings

Upon a minimum of twenty-four (24) hours' notice to the Department Head and/or his/her designee, s/he shall grant leave of absence without loss of pay or benefits to the member(s) of the Union's bargaining committee, for the purpose of meeting to discuss proposed Contract Negotiations.

8. Article 8, Bereavement Leave

Eliminate section and replace with the following:

Bereavement leave shall be granted to members of the Association without loss of pay as outlined below. In certain circumstances, the member's Department Head and/or Mayor and/or his/her designee may grant such leave and/or additional days at his/her discretion. At the option of the Employer, proof of loss may be required.

A. Immediate Family Members

In the event of the death of a member of the employee's immediate family, as defined below, five (5) days' leave shall be granted to such employee.

- a. Immediate family members shall include: parent, step-parent, spouse or domestic partner, child, step-child, sibling, step-sibling, grandparent, grandchildren, step-grandchildren, father-in-law, mother-in-law, sister-in-law, brother-in-law, other parent of the member's minor child (under age eighteen) or a blood relative residing within the said member's household.

B. Extended Family Members

In the event of the death of a member of the employee's extended family, as defined below, three (3) days' leave shall be granted to such employee.

- a. Extended family members shall include: a niece or nephew, first cousin, aunt, uncle, brother-in-law of spouse, sister-in-law of spouse or grandparent of spouse/domestic partner.

C. FAMASS Employees

In the event of the death of an employee or retiree who was a member of FAMASS, two (2) members of FAMASS shall be granted leave to attend the funeral.

Bereavement leave, as stated above, shall be in addition to and not charged against regular accrued sick, vacation or personal leave accrued balances.

9. Article 10, Sick Leave, p. 6

Eliminate paragraph 1 and replace with the following:

- a. All members, except new members, shall be granted sick leave in the amount of fifteen (15) days on January 1 of each year. This time will be added to any previously accrued sick time.
- b. New members whose hire date falls between January and June shall be entitled to one and one-quarter (1¼) days of sick leave per month to be accumulated on an aggregate basis, beginning one (1) month from the date of hire until the end of such calendar year. Thereafter, accrual shall be in accordance with Section A, as provided for above.
- c. New members whose hire date falls between July and December shall be entitled to one and one quarter (1¼) days of sick leave per month to be accumulated on an aggregate basis, beginning one (1) month from the date of hire until his/her six (6) month anniversary, at which point the remainder of the fifteen (15) days minus any sick leave which the employee has received since January of the current calendar year shall be credited. Thereafter, accrual shall be in accordance with Section A, as provided for above.

10. Article 10, Sick Leave, Sick Leave Bank, p. 7

A. Establishment

Eliminate following language in current contract:

The City and the Association agreed to establish after January 1, 2001, a Sick Leave Bank ("the Bank") program for cases of serious and/or protracted illness.

Replace with:

"The Parties agreed to establish a Sick Leave Bank ("the Bank") program after January 1, 2001, for cases of serious and/or protracted illness."

B. Member Participation/Eligibility Requirements

Members of the bargaining unit shall be eligible to participate in the Bank as follows:

- I. Participation, i.e., donating sick days in this program, will be at the voluntary discretion of the member; only members who have contributed to the Bank shall be eligible to receive Sick Leave time from the Bank;
- II. Any new participating member shall contribute five (5) days to the Bank;
 - i. To be eligible, the member must have completed eighteen (18) months of employment with the City and must have a minimum of twenty (20) days of accumulated sick leave at the time of enrollment;
- III. Members who wish to participate in the Bank must provide thirty (30) days written notice of his/her intent to participate to his/her supervisor. Such written notice shall be required and received prior to participation and/or utilization of the Bank;
- IV. A Bank participant in good standing may withdraw from future or continued participation at any time, upon written notification to the President of the Association. Upon such withdrawal from participation, no sick days shall be returned to the employee.

C. Administration of Bank and Terms of Employee Utilization

- I. The Bank shall be administered by a Committee of five (5) people of whom shall consider the eligibility of members who shall be able to draw from the Bank. The Committee will be comprised of two (2) members appointed by the Association, two (2) members appointed by the Mayor's office, with the fifth member being the Director of Human Resources.
- II. The following criteria shall be used by the Committee in determining the eligibility of a member to draw days from the Bank and to determine the amount of time drawn:
 - i. Members must have used all of his/her accumulated sick days, vacation days, personal days and other benefits prior to receiving any consideration;
 - ii. Any employee covered by this Agreement shall not be eligible to utilize the Bank during any period in which s/he is receiving Worker's Compensation benefits.
 - iii. 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;
 - iv. A member's prior utilization of sick leave shall be examined in detail;
 - v. Upon compliance with the aforementioned criteria, the Committee may issue a grant of leave time days from the Bank for up to thirty (30) days at a time. If more days are needed, the Member may petition the Committee for additional days, not to exceed one hundred (100) days in any twelve (12) month period;
 - vi. The per diem value of each sick day shall be one-fifth (1/5th) of the requesting employee's regular weekly pay.

D. Bank Reserve Requirements and Member Donations

- I. The Bank shall maintain a minimum fifty (50) days in reserve. Should the number of days fall below fifty (50), each participating member shall be required to contribute an equal number of days until the required minimum number of days has been achieved;
 - i. The total number of days held in reserve shall not exceed four hundred (400) days;

Article 10, Sick Leave Bank, continued:

- II. Members shall not forfeit earned personal time for donating sick leave days to the Bank;
- III. An employee may donate eight (8) days to the Bank once per calendar year and shall be eligible to receive two (2) additional bonus personal days. Such bonus days shall not be eligible for buyback purposes.

11. Article 12, Education Incentive, p. 7

- 1. Eliminate grade of "C+" and replace with "B."
- 2. Add the following to the Article:

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 one (1) year. Employees must sign such Agreement before approval for such training, course, etc. shall be granted. This form appears as **Appendix A** of this Agreement.

12. Article 14, Group Insurance, p. 8

- 1. Rename Article to "Health and Welfare."
- 2. Combine bullet points #2 and #4;
- 3. #4: Replace "City's Chapter 32B Insurance Advisory Committee" with "Public Employee Committee (PEC)";
- 4. Add a new section related to Worker's Compensation:

Workers Compensation:

The City agrees to fully cooperate and comply with all local, state and federal Worker's Compensation laws. At the option of the employee, the City will calculate, process and include the difference between the Worker's Compensation amount and the employee's regular base bi-weekly pay in accordance with the City's bi-weekly payroll processes and policies. The equivalent amount of time shall be deducted from the employee's accrued vacation, personal or sick time. If the employee chooses to use sick time to offset the Worker's Compensation amount, s/he will not accrue personal time during such period.

If the City or the Department of Industrial Accidents recognizes liability, an employee shall not lose seniority, vacation or sick leave accrual or other benefits while on Workers Compensation, provided the same is due and payable. However, in no event should sick leave, personal or vacation leave accrue after the first year of absence. The employee shall not lose seniority, however, s/he will not accrue seniority beyond the first year of the Worker's Compensation period.

- 5. Eliminate bullet point #5 from existing contract and replace with the following language:

Replacement of Eyeglasses

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

- a. The claim for such reimbursement must include receipts from the eye care provider which reflect the original cost of said repair and/or replacement cost;
- b. The replacement cost for eyeglasses shall not include the cost of any eye examination or contact lenses and must be comparable to the cost of the damaged eyeglasses;
- c. The City shall not be held responsible for the replacement or repair of eyeglasses due to the employee's negligence;
- d. The employee must provide reliable proof of damage or loss occurred during the course of his/her employment duties, which is satisfactory to the Director of Human Resources;
- e. Employees shall notify his/her Department Head for the loss and/or repair of eyeglasses and shall complete the appropriate reimbursement forms, as required.

13. Article 16, Vacation, p. 9

1. Move language in paragraph 2 to appear after the month of hire chart.
2. Change "Years of Service" chart to read 1 through 4, 5 through 9, 10 through 14 and 15 or more.

14. Article 17, Longevity, p. 10

1. Add "Continuous" before "Years of Service" in the Longevity Table.

15. Article 18, Wages and Salary, p. 10

A. Wages

1. A 0% wage increase shall become effective July 1, 2019;
2. A 1% wage increase shall become effective July 1, 2020 and
3. A 2% wage increase shall become effective July 1, 2021.

B. Wage Matrix

1. Grades six (6) and seven (7) have been eliminated from the wage matrix (see attached Appendix B).
2. Position grades on the existing matrix were realigned, where applicable and appropriate, to achieve equitable and logical placement, based upon the position's required levels of responsibility, educational requirements and/or required years of experience.
3. Member employees shall receive a Step Increase, effective July 1, 2019.
4. There will be no change to the employee's existing step increase schedule.
5. All wages will be retroactive to July 1, 2019.
6. The position of Recreation Administrative Assistant shall be removed from the Bargaining Unit and Unit roster and transferred to the AFSCME/Clerical Union.
7. Remove employee names and step information from Appendix A. Revised appendix will list position grade and title only and will continue to list "Open Positions" within the Bargaining Unit. (see attached)

C. Direct Deposit

All employees covered by this Agreement are required to participate in direct deposit for payroll processing requirements. In the future and after the City upgrades the accounting/payroll system, the City will implement an electronic online employee time management system for all members. The system will manage hours worked, vacation, sick and personal time.

16. Article 19, Maintenance of Benefits, p. 11

1. Revise sentence #2 to read: "Employees who work 1,000 hours or more per year..."

17. Article 23, Duration, p. 12

1. Move article to beginning sections of CBA.
2. Replace "July 1, 2016" with "July 1, 2019."
3. Replace "June 30, 2019" with "June 30, 2022."

18. Article 25, Clothing Allowance, p. 13

- a. **Eliminate** the language in the existing CBA;
- b. **Replace** with the following:
 1. The clothing allowance stipend, paid on an annual basis to current, eligible employees, holding City positions as listed on **Appendix D** of this Agreement, shall be in the amount of Six Hundred Dollars (\$600). Payments of said stipend shall be made collectively, in the last payroll period in October. Said payment shall not be subject to retirement accrual.
 2. An employee holding the position of Parking Control Supervisor shall receive a clothing stipend as follows:
 - The Parking Control Supervisor shall receive his/her clothing allowance stipend within thirty (30) days of hire. The aforementioned annual stipend shall be prorated on a monthly basis for each month prior to October 15th of the employee's first year of hire. Thereafter, such stipend shall be paid in accordance with Section 1, as stated above.

Article 25, Clothing Allowance, continued:

3. A current, eligible employee on any type of extended leave of absence, including leave due to a work injury, for any period of six (6) or more months prior to October 15th, shall not be eligible for such stipend. However, should such employee subsequently return to work, s/he shall be eligible to receive a prorated payment, to be calculated on a monthly basis.
4. **Revise** Appendix D/Clothing Allowance, p. 21, as follows:
 - a. Remove Assessor position;
 - b. Remove Superintendent of Cemeteries position;
 - c. Add Assistant WWTF Superintendent (new position).

19. New Article, Reimbursable Expenses

1. The following language shall be added as a new Article within the CBA:

Upon Department Head approval and the submission of proper copies of all relevant invoices, receipts or other evidence reasonably requested by the City, the City shall reimburse employees covered under this Agreement for any licenses, association memberships, renewals or similar expenses incurred for the benefit of, or on behalf of, the City by the employee.

20. New Article, Telephone Usage Policy

{Added FY18 – FY20}

1. Add new Article and following language:

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.

21. Add the following to new "Leaves of Absence" Article:

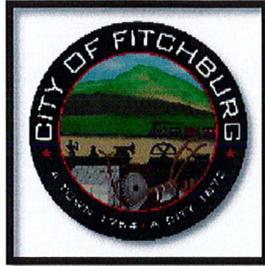
1. **FAMILY MEDICAL LEAVE ACT (FMLA)**

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

2. **PARENTAL LEAVE**

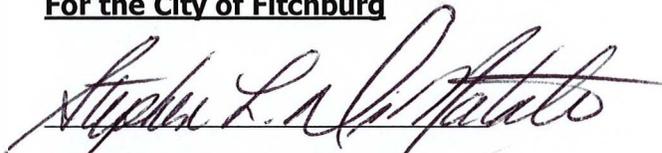
The Parental Leave Act expands the current maternity leave law, pursuant to M.G.L. c. 149, §105D. This gender neutral law provides up to eight (8) weeks of unpaid leave for the purpose of giving birth or for the placement of a child under the age of eighteen (18) or age twenty-three (23) if the child 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.
- Parental Leave shall run concurrently with the Family Medical Leave Act (FMLA).
- The City shall comply with all local, state and federal laws related to the Parental Leave Act.



In witness thereof, the parties hereto, and to another instrument of like tenor, set their hands and seals this 30th day of January 30, 2020.

For the City of Fitchburg


Mayor Stephen L. DiNatale

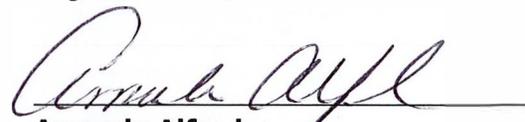


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FAMASS

Specialty Skills Group