



COLLECTIVE BARGAINING AGREEMENT

**BETWEEN THE
CITY OF FITCHBURG, MA
AND
THE FITCHBURG POLICE UNION**



FISCAL YEARS

**JULY 1, 2016 – JUNE 30, 2017
JULY 1, 2017 – JUNE 30, 2018
JULY 1, 2018 – JUNE 30, 2019**



TABLE OF CONTENTS



ARTICLE	SECTION	SUBJECT	PAGE
		Preamble	6
1		RECOGNITION AND SCOPE	6
	1.1	Recognition	6
	1.2	Scope	6
	1.3	Management Rights	6
2		EMPLOYEE RIGHTS AND REPRESENTATION	8
	2.1	Massachusetts General Law Chapter 150E, §2/Collective Bargaining/Self-Organization	8
	2.2	Protection for Concerted Activities	8
	2.3	Collective Bargaining Negotiation Meetings	8
	2.4	Grievance Processing During Work Hours	8
	2.5	Union Roster of Stewards and Officers	8
	2.6	Bulletin Boards	8
	2.7	Union/City Negotiation Meetings	8
	2.8	Fitchburg Police Union (FPU) Conventions	8
	2.9	Agency Service Fee or Union Security	9
3		INSURANCE AND HOSPITALIZATION	9
4		COMPENSATION, SHIFT DIFFERENTIAL and LONGEVITY	9
	4.1	Wages	9
	4.2	Specialty Pay	10
	4.3	Payroll Frequencies	11
	4.4	Shift Differential	11
	4.5	Rank Differential	11
	4.6	Longevity	11
	4.7	Out of Grade Pay	12
	4.8	Professional Standard Stipend	12
	4.9	Fitness Equipment	12
5		GRIEVANCE and ARBITRATION PROCEDURE	12
	5.1	Definition	12
	5.2	Time Limits	12
	5.3	Grievance Procedure	12
	5.4	Arbitration	13
	5.5	Arbitrator's Authority	13
	5.6	Civil Service	14



TABLE OF CONTENTS



ARTICLE	SECTION	SUBJECT	PAGE
6		UNION DUES	14
7		HOLIDAYS	14
	7.1	Observed Holidays/Holiday Pay Policy	14
	7.2	Line of Duty Injury	15
8		OVERTIME	15
	8.1	Compensation	15
	8.2	Recall	15
	8.3	Distribution	15
	8.4	Select Compensation	15
9		COURT ATTENDANCE	15
	9.1	Registry of Motor Vehicles (RMV) and District Court	15
	9.2	Superior Court	16
	9.3	Attendance While on Vacation	16
	9.4	Cancellation Notification	16
	9.5	Compensation	16
10		EXTRA PAID DETAILS	16
11		CLOTHING ALLOWANCE/BODY ARMOR POLICY and EYE GLASSES	17
	11.1	Clothing Allowance	17
	11.2	Body Armor Policy	17
	11.3	Replacement of Eyeglasses	17
12		VACATION PAY	17
	12.1	Accrual	17
	12.2	Definition	18
	12.3	Line of Duty Injury	18
13		MANNING	18
14		SHIFTS and HOURS OF WORK	18
	14.1	Shifts	18
	14.2	Hours of Work	19
	14.3	Shift Swaps	19



TABLE OF CONTENTS



ARTICLE	SECTION	SUBJECT	PAGE
15		SICK LEAVE	19
	15.1	Accumulation	19
	15.2	Line of Duty Injury	19
	15.3	Sick Leave Bank/Extended Sick Leave	20
	15.4	Reporting and Restrictions	20
	15.5	Abuse of Sick Leave	21
	15.6	Sick Leave Personal Days	21
	15.7	Child Birth Leave	22
	15.8	Sick Leave Buy Back on Retirement or Death	22
	15.9	Fair Labor Standards Act (FLSA)/Comp Time/Days Owed	22
16		SPECIALTY ASSIGNMENTS	22
	16.1	Head of Bureau of Criminal Investigations (BCI)	22
	16.2	Detective Bureau	23
	16.3	On Call Detective Pay	23
17		BEREAVEMENT LEAVE	23
18		SENIORITY	23
	18.1	Assignment Posting	23
	18.2	Seniority List	24
	18.3	Removal and Re-Bidding	24
19		RESERVATION OF RIGHTS and EDUCATIONAL BENEFITS	24
	19.1	Civil Service Status	24
	19.2	Quinn Bill	25
	19.3	Attendance Education/Training Programs	25
	19.4	Higher Education Incentive	25
20		FAMILY MEDICAL LEAVE ACT (FMLA)	26
21		AMERICANS WITH DISABILITIES ACT	27
22		PATERNITY/ADOPTIVE/CHILD REARING LEAVE	27
23		MATERNITY LEAVE	27
24		NO STRIKE CLAUSE	28
25		WAIVER	28
26		AMENDMENTS OF THE CONTRACT	28



TABLE OF CONTENTS



ARTICLE	SECTION	SUBJECT	PAGE
27		DURATION	28
28		REPRODUCTION OF AGREEMENT	28
29		PROTECTION	29
30		DISCIPLINE	29
31		TABLE of ORGANIZATION	29
32		CIVILIAN POLICE DISPATCHERS	29
	32.1	Dispatching	29
	32.2	Dispatching Differential	29
33		GLOBAL POSITIONING SYSTEM (GPS)	29
		SIGNATURE PAGE	31
		APPENDIX A FMLA/Request For Leave For Leave Form	32
		APPENDIX B FMLA/Certification of Health Care Provider For Employee's Serious Health Condition	33
		APPENDIX C FMLA/Certification of Health Care Provider for Family Member's Serious Health Condition	37
		APPENDIX D FMLA/Notice of Eligibility and Rights & Responsibilities	41

THIS CONTRACT SHALL COVER THE PERIOD FROM

JULY 1, 2016 THROUGH JUNE 30, 2019.

PREAMBLE

This Agreement is entered into by the **CITY OF FITCHBURG**, hereinafter referred to as the "Employer" or the "City" and the **FITCHBURG POLICE UNION**, hereinafter referred to as the "Union," has as its purpose the promotion of harmonious relations between the 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
RECOGNITION AND SCOPE

Section 1.1 RECOGNITION

The City hereby recognizes the Union as the exclusive representative for the purposes of collective bargaining with respect to wages, hours, standards of productivity and performance and any other terms or conditions of employment for all permanent Patrol Officers, Sergeants and Lieutenants.

Section 1.2 SCOPE

- 2A.** The Agreement includes all of the agreements reached by the parties respecting matters pertaining to wages, hours and other conditions of employment of employees covered by this Contract; however, any matter not mentioned in this Contract, any matter for which directions are not set forth herein, or any matter mentioned in Paragraph C of Section 2 of Article 1, shall be reserved for decision by the City or the Department Head, as the case may be, in their full discretion; and in the exercise of such discretion, they shall not be subject to the Grievance and Arbitration Procedures provided in this Contract.
- 2B.** If any provision of this Contract or any application of this Contract to any employees covered by the terms of this Contract shall be found contrary to law by a Court of competent and final jurisdiction, such provision or application shall have effect only to the extent permitted by law and all other provisions or applications of this Contract shall continue on full force and effect.
- The invalidation of any such provision or application of such Article by such Court shall be sufficient cause for the parties to meet and renegotiate such provision or application.
- 2C.** Except to the extent that there is contained in this Agreement an express and specific provision to the contrary, the City retains, whether exercised or not, all of the authority, power, rights, jurisdiction and responsibility provided by the laws of the Commonwealth of Massachusetts to such City for the control, direction and management of the City and its work force.

Section 1.3 MANAGEMENT RIGHTS

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

Article 1, Recognition and Scope, Management Rights, Section 1.3, continued:

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

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

- To determine the mission, budget and policies of the Police Department.
- To determine the organization of the Department, the number of employees, the work functions and the technology of performing them.
- To determine the numbers, types and grades of positions or employees assigned to an organizational unit, work project or to any location, task, vehicle, building, station or facility.
- To determine the methods, means and personnel by which the Department's operations are to be carried out.
- To manage and direct employees of the Department.
- To maintain and improve orderly procedures and the efficiency of operations.
- To hire, promote and assign employees.
- To transfer, temporarily reassign, or detail employees to other shifts or other duties.
- To determine the policies affecting the hiring, promotion and retention of employees.
- To establish qualifications for the ability to perform work in classes and/or ratings, including physical, intellectual and mental health qualifications.
- To lay off employees in the event of lack of work or funds, or under conditions where management believes that continuation of such work would be less efficient, less productive or less economical.
- To establish or modify work schedules and shift schedules and the number and selection of employees to be assigned.
- To take whatever actions may be necessary to carry out its responsibilities in emergency situations.
- To enforce existing rules and regulations for the governance of the Department and to add to or modify such regulations as it deems appropriate.
- To suspend, demote, discharge or take other disciplinary action against employees and to determine its internal security practices.

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

The parties agree that each side had a full opportunity during the course of negotiations to bargain over any and all mandatory bargaining subjects, whether or not included in this Agreement.

The failure or omission of the parties to outline or delineate in this contract responsibilities and obligations of employees is not to be relied upon by the Union as evidence of the fact that such obligations or responsibilities do not exist.

ARTICLE 2
EMPLOYEE RIGHTS AND REPRESENTATION

Section 2.1 Collective Bargaining/Self-Organization

The Employer agrees not to discharge, discriminate, interfere with, restrain or coerce any employee because of his/her lawful exercise of the rights set forth in Massachusetts General Law, Chapter 150E, §2.

Section 2.2 Protection for Concerted Activities

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

Section 2.3 Collective Bargaining Negotiation Meetings

The members of the Union's bargaining committee, limited to four (4) persons, who are scheduled to work a tour of duty during collective bargaining negotiations, shall be granted leave of absence without loss of pay or benefits for all meetings with the City, its agents or representatives and the Union for the purpose of negotiating the terms of the Contract or any supplement thereto.

Section 2.4 Grievance Processing During Work Hours

No more than three (3) Union officials, designated in advance by the Union to the City, shall, during the life of this Contract, be granted reasonable time during working hours to process and settle grievances, provided that such persons shall first request permission from the Chief of Police. Permission may be withheld by the Chief because of operating requirements, but such permission may not be unreasonably withheld.

Section 2.5 Union Roster of Stewards and Officers

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

Section 2.6 Bulletin Boards

Space on bulletin boards located within the Police Station shall be made available by the Employer for the posting of notices concerning Union business and activities. The City agrees space will be made available at the Police Station for a Union office to be used at the Union's discretion.

Section 2.7 Union/City Negotiation Meetings

Upon a minimum of twenty-four (24) hours' notice to the Chief of the Departments and/or his/her designee, s/he shall excuse:

- All members of the Union's negotiation committee for all meetings between the City and the Union for the purpose of negotiating the terms of a Contract.
- Any member of the Union when called to attend a meeting with the Mayor, the City Council or their representatives.

Section 2.8 Fitchburg Police Union (FPU) Conventions

Upon approval from the Chief, and depending upon the operating requirements and limitations of the budget, up to four (4) elected Union officials shall be granted time off without loss of pay to attend either three (3) FPU conventions or three (3) seminars annually.

Article 2. Employee Rights and Representation, continued:

Section 2.9 Agency Service Fee or Union Security

All employees covered by this Agreement shall be required as a condition of employment to make payment on or after the 30th day following the beginning of such payment or the effective date of this Agreement, whichever is later, or an Agency Service Fee to the Union. Such Agency Service Fee, not to exceed regular Union dues.

At the election of the employee, said Agency Fee may be deducted from his/her wages upon presentation to the City of a signed authorization. Said authorization may be cancelled by sixty (60) days' written notice to the City. An employee who does not authorize the City to make bi-weekly payroll deductions, as provided herein, shall make the Agency Service Fee payment directly to the Union Treasurer.

ARTICLE 3
INSURANCE AND HOSPITALIZATION

The Employer shall provide health insurance benefits to employees pursuant to the terms of the Agreement negotiated by the City and the Public Employee Committee (PEC) pursuant to M.G.L. Chapter 32B, §19.

- \$15,000 in Life Insurance
- Hospitalization insurance, either Blue Cross/Blue Shield options: Blue Care Elect, Blue Choice, HMO Blue or another similar insurance plan.

Effective January 1, 1984, the Employer agrees to establish an Insurance Committee pursuant to M.G.L. Chapter 32B, §3.

Any claim for payment under said policy by an employee shall not be subject to the Grievance and Arbitration Procedures of this Contract, but shall only be subject to those procedures set forth in the policy of Insurance.

ARTICLE 4
COMPENSATION, SHIFT DIFFERENTIAL, LONGEVITY

Section 4.1 Wages

- Effective July 1, 2016, wages shall be increased 2% across the board (retroactive).
- Effective January 1, 2017, wages shall be increased by 2% across the board (retroactive).
- Effective July 1, 2017, Cell Phone Stipend shall be added to the base wage.
- Effective July 1, 2018, wages shall be increased 2% across the board.

Effective with the first payroll period after execution of this Agreement, all police officers shall be paid bi-weekly on payroll weeks for all detail work. All detail payments shall be in a separate check.

Article 4. Compensation, Shift Differential, Longevity, continued:

Section 4.2 Specialty Pay¹

DEPARTMENT POSITION	SPECIALTY PAY
Supervisor of Training	\$1,500.00
School Resource Officer	\$1,500.00
Training Director/Armorer	\$2,500.00
Records Manager (Patrol Officer)	\$2,500.00
Report Review Officer/Licensing Officer	\$1,500.00
Court Liaison Officer	\$1,500.00
Detectives	\$1,500.00
Traffic Officer	\$1,500.00
Drug Suppression Supervisor	\$2,500.00
Criminal Investigation Supervisor	\$2,500.00
Field Training, \$30 stipend per shift for officer (s) who have a student or rookie officer in the cruiser for his/her shift.	

If such positions are created or are bid with the annual job assignment bid positions or one of the above positions is not bid, created or filled, no specialty pay shall be paid.

Bids for Drug Suppression Supervisor, Criminal Investigation Supervisor, Records Manager or Training Director will be accepted by July 1st for placement in the positions as of January 1st.

Officers interested in these positions shall indicate their preference to the Chief in writing with a statement of the Officer's qualifications and reasons for bidding for the assignment no later than July 1st. The Chief shall use this information to determine what training is required. In addition, on June 20th, a "Bid Board" shall be used for such positions to be filled as the Chief determines. Bid results shall be forwarded to the Chief for approval. Training for all positions will be at the discretion of the Chief. Requests for separation from the positions for all hardships will be at the discretion of the Chief with input from the Union.

The City and the Union agree to reopen this section to bargain whether a "Specialty Job" designation is appropriate for any new bid position which may be created at any time in a calendar year.

Section 4.3 Payroll Frequencies

All FPU members shall sign up for payroll direct deposit prior to July 1, 2017.

Section 4.4 Shift Differential

Effective January 1, 2012:

Officers who bid and are assigned to work between the hours of 3:00 PM and 11:00 PM shall receive, in addition to any other compensation, a night shift differential of three percent (3%), calculated on the basis of the top pay of Patrolman, Sergeant and Lieutenant.

Officers who bid and are assigned to work between the hours of 11:00 PM and 7:00 AM shall receive, in addition to any other compensation, a night shift differential of four percent (4%), calculated on the basis of the top pay for Patrolman, Sergeant and Lieutenant.

Officers who bid and are assigned to the 3:00 PM – 11:00 PM and the 11:00 PM – 7:00 AM shifts shall be paid a shift differential which will be paid on a monthly basis. The actual differential pay earned will be included in the regular bi-weekly pay for retirement purposes but the City reserves the right to compute and pay this compensation on a monthly basis.

¹ It is understood that specialty pay for detectives is provided for in the contract in Article 16, section 16.2, page 23. Since the "detective/rape/juvenile officer" was a detective the inclusion on the list in this section was redundant and is deleted.

Article 4, Compensation, Shift Differential, Longevity, continued:

Section 4.5 Rank Differential

The City agrees to maintain the current rank differential of fifteen percent (15%).

Section 4.6 Longevity

1. The City agrees to pay annually, on the first pay period of November each year, the following amount of money to each employee for his/her years of service; years of service to be calculated at the commencement of the applicable fiscal year.
2. The parties further agree:
 - a. These payments are for earned longevity entitlements for the fiscal year in which they are paid, properly apportioned.
 - b. Anyone retiring between the date of any November payment and the fiscal year end of June 30th will not be charged back for portions so paid through June 30th.
 - c. Anyone retiring before actual receipt of the November payment shall be paid a proportionate amount of earned longevity.
3. Effective July 1, 2002, longevity shall be paid in accordance with the following schedule:

YEARS of SERVICE	ANNUAL COMPENSATION
5 to 9	\$345
10 to 14	\$689
15 to 19	\$1,035
20 to 24	\$1,378
25 to 30	\$1,723
30 and Over	\$2,067

Longevity payments shall be prorated on a weekly basis for those persons who are retiring. The rate shall be effective July 1, 1983.

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 on the scale listed below:

Anniversary Date	Percentage 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 through June 30	0%

4. The City agrees to continue to pay an employee his/her longevity payments while an Officer is receiving M.G.L. Chapter 41, §111F benefits. This longevity payment will be calculated and awarded based on the procedure set forth within the Collective Bargaining Agreement between the City and the Union in this Agreement and will continue as if the employee were actually reporting for his/her regular duties.

Article 4. Compensation, Shift Differential, Longevity, continued:

Section 4.7 Out of Grade Pay

Any Sergeant assigned as an Officer in Charge of the First, Second or Third Relief, as a result of a regularly scheduled assignment (not as a result of a swap or overtime), shall be paid at the Lieutenant's rate of pay for all hours worked.

Section 4.8 Professional Standard Stipend

Effective October 1, 2010:

1. All officers of the Fitchburg Police Department shall obtain firearm certification, attend in-service training, obtain certifications for CPR, First Responder and Defibrillator, and shall maintain a professional appearance while on duty as defined in Fitchburg Police Department written policies and procedures #309, Personal Appearance and Grooming Standards and #312, Uniforms.
2. Effective July 1, 2017, employees who meet the qualifications of the Professional Standard Stipend shall receive additional compensation in the amount of 8.5%, calculated on the basis of the top pay for a Patrolman. In the event the City eliminates Firearms Certification, Certification for Defibrillator, CPR/First Responder and Certification of Electronic Controlled Weapons (ECW), then the same shall be paid as a separate stipend in addition to the regular earning of said employee.
3. The Professional Standards Stipend shall be paid in a separate check at the same time as the September Quinn Bill payment.

Section 4.9 Fitness Equipment

Memorandum of Understanding between the City and the Fitchburg Police Union for fitness equipment: The City agreed to purchase and subsequently installed fitness equipment at a cost of \$25,000 in 2016. The City agrees to budget \$2,500 annually for upkeep and new equipment. The Union agrees to forego the contractual \$2,500 annual payment for equipment upgrades for FY 2016, 2017, 2018 and 2019. Said payment shall resume in FY 2020.

ARTICLE 5
GRIEVANCE AND ARBITRATION

Section 5.1 Definition

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

Section 5.2 Time Limits

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

Section 5.3 Grievance Procedure

LEVEL 1

An employee with a grievance shall, after such grievance has not been resolved through that employee's chain of command, bring such grievance to the attention of the Grievance Committee. Such employee, and/or the Grievance Committee or one of its members, shall then bring the matter to the Chief of Police and/or his designee, for possible resolution, if the Grievance Committee considers the alleged grievance justified after consultation with the employee.

LEVEL 2

If, after meeting with the Chief of Police and/or his/her designee, the alleged grievance is not resolved, the grievance shall be reduced to writing, including a brief statement of facts and three (3) copies thereof shall be delivered to the Chief

Article 5, Grievance and Arbitration, Section 5.3, Grievance Procedure, continued:

and/or his/her designee. An alleged grievance matter must be brought to the Chief of Police and/or his/her designee, for possible resolution. Within ten (10) days of the occurrence of facts giving rise to it, or within ten (10) days of knowledge of the facts underlying the grievance. Failure to submit the grievance matter for resolution or failure to submit the grievance in writing in a timely manner, shall waive the grievance.

The Chief of Police and/or his/her designee, shall render a decision in writing within fourteen (14) days from the date the written grievance is submitted. Failure to do so shall be deemed a denial of the grievance.

LEVEL 3

If the grievance is not resolved at Level 2, the grievance shall be forwarded by the Union to the Mayor of the City of Fitchburg within ten (10) days of the date of the decision of the Chief or within ten (10) days of the due date for the Chief's decision, whichever occur(s) earlier. Failure to submit the grievance to the Mayor shall be considered a waiver of the grievance.

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

LEVEL 4

If the alleged grievance is not resolved by the Mayor's determination, it may be submitted by the Union for arbitration to the American Arbitration Association, provided that said application for Arbitration is filed with said Arbitration Association no later than thirty (30) days following the date the Mayor's determination is due. Failure to submit the grievance to Arbitration within the time prescribed shall waive the grievance.

Section 5.4 Arbitration

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

Section 5.5 Arbitrator's Authority

The arbitrator will, absent some other agreement between the parties, issue his/her award and reasons therefore not later than thirty (30) days from the date of the close of the hearings, or if all the hearings have been waived, then within thirty (30) days from the day the final statements have been submitted to him/her. The Arbitrator will be without power or authority to make any decision or award that violates the common law, or statutory law of the Commonwealth, or any rules and regulations that promulgated pursuant thereto. The Arbitrator shall be without power to add or subtract from the terms of this Agreement.

The Arbitrator shall be without power to require the commission of any act prohibited by law, or which violates any of the terms of this Agreement. The Arbitrator will be without power or authority to render any decision concerning any matter, which is excluded from the Grievance and Arbitration procedure of this Contract. The Arbitrator will be without power or authority to make any decision or award concerning any matter or grievance, which occurred or failed to occur prior to the effective date of the Contract. The decision of the Arbitrator will be final and binding except for review and confirmation as provided by the provisions of Chapter 150E of the Massachusetts General Laws.

Article 5, Grievance and Arbitration, Section 5.5, Arbitrator's Authority, continued:

Section 5.6 Civil Service

Employees shall exercise such rights as are granted by provisions of the Civil Service Statute, rules and regulations promulgated pursuant thereto, and the provisions of Section 16 of Chapter 32 of the Massachusetts General Laws as set forth in such statutes, including the rights of appeal, and these matters shall be excluded from the Grievance and Arbitration Procedures of this Contract and an Arbitrator will not have the power to render a decision or an award concerning them.

ARTICLE 6
UNION DUES

The Union dues of employees covered by this Agreement shall be deducted on a bi-weekly basis from the wages of each employee who has signed an authorization form provided by the Union and presented to the Treasurer of the City and in accordance with the provisions of Section 17A and 17G of Chapter 180 of Massachusetts General Laws as amended. The City agrees to provide a list of Union employees to the Union and will immediately notify the local union of changes, if the City is advised of said changes.

ARTICLE 7
HOLIDAYS

Section 7.1 Observed Holidays/Holiday Pay Policy

All permanent employees shall receive an additional days' pay for each of the following holidays, in addition to the employee's basic compensation:

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

1. The City agrees to change the current rate calculation for determining holiday pay from the current one-fifth (1/5) of a week's pay to one-fourth (1/4) of a week's pay as defined in this agreement.
2. Any Officer who works Christmas Eve and whose shift commences on or after 2:30 PM shall receive three days' pay. However, no Officer shall be entitled to collect holiday pay calculations for both Christmas Eve and Christmas Day.
3. Effective January 1, 1993, employees shall receive an additional days' pay for Police Memorial Day, on or about May 20th. An employee who works on such holidays, excluding Police Memorial Day, shall receive an additional days' pay, or three (3) days' pay total.
4. Effective July 1, 2002, an employee who works on such holidays, excluding Police Memorial Day, shall receive three (3) days' pay rather than the regular rate. An Officer may elect to receive a day owed in which event, said Officer shall receive two (2) days' pay for the holiday.
5. Officers shall receive holiday compensation for every hour worked during a holiday. Any Officer may elect to receive an hour owed instead of pay for every hour worked.
6. At the Chief's discretion, it shall be determined who shall work on holidays and in the exercise thereof shall not be subject to the grievance and arbitration procedures set forth in this contract.

Article 7, Holidays, Section 7.1, Observed Holidays/Holiday Pay Policy, continued:

7. Officers hired on or after November 1, 2011, may not elect to receive a day owed while working on a holiday.
8. Officers shall be paid two (2) times their basic rate of pay for all overtime worked on holidays. Officers shall not receive holiday pay or time owed for working overtime on a holiday.

Section 7.2 Line of Duty Injury

The City agrees to continue to pay the Officer regular holiday pay while the Officer is receiving Chapter 41, §111F benefits.

**ARTICLE 8
OVERTIME**

Section 8.1 Compensation

An employee retained on duty by the Municipal Employer at the expiration of his/her regularly scheduled shift, or any employee who is called to work before the regularly scheduled shift, shall be paid one and one-half (1 ½) times his/her basic rate of pay for all overtime hours worked.

Section 8.2 Recall

Any employee recalled to work by the Municipal Employer during regularly scheduled time off, other than as provided for above, shall be paid one and one-half (1 ½) times his/her basic rate of pay for all overtime hours worked, but in no case shall this be less than four (4) hours at time and one-half (1/2).

Section 8.3 Distribution

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

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

Section 8.4 Select Compensation

In no circumstances shall an employee be entitled to be paid twice for the same period of time. In terms of additional pay for recall or court attendance, (Article 9), only one option for compensation may be selected.

**ARTICLE 9
COURT ATTENDANCE**

Section 9.1 RMV and District Court

Effective July 1, 2015, any employee required or summonsed to attend any court as a witness for the Commonwealth or for the defense at a time when the Officer is normally off duty, shall receive pay at the overtime rate for not less than four (4) hours for any court located within twenty (20) miles of the Fitchburg Police Station and shall receive a minimum of six (6) hours' pay for any court located more than twenty (20) miles from the Fitchburg Police Station. This shall include appearance by the employee during vacation, scheduled days off and other times other than his/her regularly scheduled shift.

Section 9.2 Superior Court

Any employee who is required to attend trial preparation authorized by the Chief of Police at a time when the Officer is normally off duty, shall receive pay at the overtime rate of not less than four (4) hours for trial preparation within twenty

Article 9, Court Attendance, Section 9.2, Superior Court, continued:

(20) miles of the Fitchburg Police Station or a minimum of six (6) hours pay for trial preparation more than twenty (20) miles from the Fitchburg Police Station.

Section 9.3 Attendance While on Vacation

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

Section 9.4 Cancellation Notification

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

Section 9.5 Compensation

In the event that any employee is required to attend any court or administrative hearing or other legal proceeding as a fact witness (as opposed to a witness merely giving testimony as to the character to another Officer or employee), arising out of the performance of his/her duties as a Police Officer shall be paid as provided in **Section One**.

ARTICLE 10
EXTRA PAID DETAILS

1. The following provisions shall govern the assignment of extra paid details to Police Officers where the detail is to be paid for by another City Department, by a government body or by an outside individual group, corporation or organization. Such assignments shall be made by the Chief of Police or by the Chief's representative on a voluntary basis and shall be distributed equally among the regulars Officers.
2. The rate of compensation for extra paid details shall increase to time and one-half (1/2) of the top step sergeant, rounded up to the nearest dollar, in addition, as to "road construction" details only, an Officer working any amount of time over four (4) hours shall be compensated for eight (8) hours of the detail rate. When the City is using its own employees (not sub-contractors or third parties doing work on behalf of the City) to conduct City work that requires a Police Detail, the Union agrees that the City will be charged a four (4) hour minimum and thereafter actual hours worked. An Officer in charge of three (3) or more Officers shall be paid an additional two (2) dollars per hour, over the established extra paid detail rate.
3. The Chief shall maintain a record of all such assignments, which record shall be made available for examination by a representative of the Union. No Police Officer shall accept any such assignment unless the same is made by the Chief or his designee. Such assignment shall be made first to permanent, fulltime Police Officers. If not permanent, fulltime Police Officer is available, then such assignment shall be offered to retired City of Fitchburg Police Officers working as Special Officer, then to City of Fitchburg Reserve Police Officers, then to all other City of Fitchburg Special Police Officers (in that order). Such assignments shall be made by the Chief of Police or his/her designee on a voluntary basis and shall be distributed equally among the regular Officers insofar as possible and compatible with other operational needs of the Department. Equal distribution shall refer to aggregate distribution.

ARTICLE 11
CLOTHING ALLOWANCE, BODY ARMOR POLICY
AND EYE GLASSES

Section 11.1 **Clothing Allowance**

New employees shall continue to receive an initial payment of \$1,500 and shall be paid a clothing and cleaning allowance at the new rate on the first pay date in July each year.²

Effective January 1, 1993, the City will provide the funds for the initial purposes of any new/future uniform changes ordered by the Chief. Additionally, the Chief and/or designee shall consult with the Union before ordering any such change.

Section 11.2 **Body Armor Policy**

The Department previously adopted a Police Body Armor Policy by General Order #127. This policy is virtually identical to the Body Armor Model Policy dated April 1999. The City is willing to amend this policy with the additional following language:

- a. If a sworn Police Officer requests from the Chief of Police an exemption from wearing body armor while on duty, the Officer shall first submit a doctor's note from his/her personal care physician (PCP) outlining the medical condition.
- b. The Chief reserves the right to select a physician for the City to examine the Officer and to make the ultimate determination on the request. The requesting Officer shall submit to examination by the City's physician. The final determination by the City's physician and the Chief of Police shall not be grievable or subject to arbitration.

The Union agrees to the Police Body Armor Policy/General Order #127 as amended herein.

Section 11.3 **Replacement of Eyeglasses**

In the event that an Officer's prescription eyeglasses are broken during the normal performance of his/her duties, the City will pay for the replacement of said eyeglasses based upon the following:

- The cost of replacement for prescription eyeglasses shall not exceed two hundred (\$200) dollars.
- Proof of purchase must be submitted to his/her supervisor prior to payment.
- This article does not pay for damaged, non-prescription sunglasses or any eye examination.
- The City will pay no more than the current replacement cost of frames and lenses.
- Personal information may be redacted on the proof of payment for the prescription if an employee has HIPPA concerns.
- An allowance for damaged contact lenses may be made on a case by case basis at the discretion of the Chief of Police.

ARTICLE 12
VACATION PAY

Section 12.1 **Accrual**

1. Vacation shall be granted in accordance with the provisions of the General Laws of Massachusetts, Chapter 41, Section 111A or 111D, whichever is applicable. Insofar as possible and compatible with the needs of the Department, each new member of the permanent force shall be granted a minimum of two (2) weeks' of earned vacation during the period beginning May 23rd and ending September 7th of each year. After completion of the fifteenth (15th) year of service, each employee shall be entitled to five (5) weeks' vacation leave.

² E.g., an employee hired after 2003 would receive \$1,500 and the Professional Standard Stipend allowance of 6% on the first payday. This provision is subject to the approval of PERAC. If not approved by PERAC, the Parties will open negotiations on a Professional Standard Stipend.

Article 12, Vacation Pay, Section 12.1, Accrual, continued:

2. Employees may buy back forty (40) hours (one week's base pay) of accrued vacation time in each calendar year. An employee with accumulated vacation time of four (4) weeks or more shall be entitled to buy back eighty (80) hours (two (2) weeks' base pay) for accrued time in each calendar year. An employee with accumulated vacation time of five (5) weeks or more shall be entitled to buy back one hundred twenty (120) hours (three (3) weeks' base pay) of the accrued vacation time in each calendar year.

Section 12.2 **Definition**

For the purposes of vacations, a vacation week will consist of one (1) calendar week exclusive of normally scheduled days off and holidays. Employees shall be allowed to carry no more than seven (7) days over into the next year.

Offices hired after November 1, 2011, will have vacation weeks which consist of five (5) days per week.

Section 12.3 **Line of Duty Injury**

1. The City agrees that an individual Officer shall continue to be credited with his/her annual vacation allowance on January 1 of each year. If the Officer is injured in the line of duty during that year and receives C. 41, §111F benefits during that year and into the following year, the maximum amount of vacation that may be carried forward to that following year is one week (seven (7) days), which is the same amount any other employee continuously employed and on regular duty may carry forward, regardless of the total accumulation on December 31.

2. If the employee receives C. 41, §111F benefits into succeeding years, said Officer shall be permitted to carry forward one (1) week (seven (7) days) for each year the Officer is receiving said benefits, i.e. if an employee is injured in July of year one and is on injured on duty status until February of year three, that employee shall have his/her annual vacation allowance credited on January 1 of year three plus one week from year one and one week from year two (fourteen (14) days total).

3. Additionally, if an employee is injured in year one and returns in a subsequent year, said employee shall be credited with whatever accrual from previous years as outlined above plus a percentage of his/her annual accrual for that year (year of return) based on the following schedule:

Return to Work	Percentage of Vacation Re-Credited
January 1 through March 31	100%
April 1 through June 30	75%
July 1 through September 30	50%
October 1 through December 31	25%

ARTICLE 13
MANNING

The Police Department of the City of Fitchburg shall be manned in accordance with the provisions of the General Ordinances of the City of Fitchburg, Chapter 16, Section 1, as amended.

ARTICLE 14
SHIFTS AND HOURS OF WORK

Section 14.1 **Shifts**

The regular department day shall consist of three (3) shifts, each of eight (8) hours duration. The Detective Bureau is exempted from the regular shift schedule. If the needs of the Department so require, the Chief may add additional shifts at his/her discretion.

Article 14, Shifts and Hours of Work, continued:

Section 14.2 **Hours of Work**

The average weekly hours for Police Officers covered by this contract are thirty-seven and one-half (37 ½) hours. In addition, the City agrees that uniformed patrol Officers scheduled to work in a patrol function shall be scheduled on a four and two (4 and 2) basis. Other employees of the Department shall be scheduled in such a manner so as to provide that the average hours of work shall not exceed thirty-seven and one-half (37 ½) hours.

Section 14.3 **Shift Swaps**

A Police Officer has the right to secure another Police Officer of the same rank to work in his/her place. The Officer's commanding officer shall be notified twenty-four (24) hours in advance in accordance with the Rules and Regulations of the Department. The positions of Sergeant and Lieutenant shall be considered the same rank for purposes of this provision only, but Sergeants swapping with Lieutenants shall be paid at their normal rate of pay.

No same two (2) Officers shall enter into a shift exchange agreement (swap) which would result in an Officer continuing on duty for a combination of two (2) consecutive sixteen (16) hour shifts within two (2) consecutive days.

In any event, no Officer shall be allowed to work more than sixteen (16) hours in any twenty-four (24) hour period, whether regular detail, overtime or swap duty.

An Officer working for another Officer on a paid holiday shall receive that Officer's third day's pay compensation. The Officer may either choose an additional days' pay or a day owed.

ARTICLE 15
SICK LEAVE

Section 15.1 **Accumulation**

A) 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.

Sick leave allowance not used in any particular year may be accumulated without a maximum accumulation cap for use in any subsequent year. Any currently employed employee, who in the past accrued more than two hundred and fifty (250) days, shall have the additional days credited to their bank for future use.

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

C) The Union and the City have agreed on updated Injured on Duty Policy, General Order No. 210, including new provision on Limited Duty. This updated policy shall be effective upon ratification and funding of this Agreement and its terms shall be incorporated into the CBA by reference as if fully set forth herein.

Section 15.2 **Line of Duty Injury**

The Union agrees that beginning with the day of the disability, while receiving C. 41 §111F benefits, up to and including the day of return to regular duty or the day of retirement, whichever comes first, the employee shall not accrue sick leave.

If an employee works a portion of a calendar year, the Officer shall receive a proportionate amount of sick leave.

Article 15, Sick Leave, continued:

Section 15.3 Sick Leave Bank/Extended Sick Leave

1. The City agrees to cooperate in the establishment of a Sick Leave Bank (the "Bank") effective upon execution of the Contract. Members eligible and willing to participate shall contribute two (2) days of accumulated sick leave initially. Thereafter, each will contribute an equal number of days until a seventy-five (75) day minimum is achieved. Members shall be eligible to participate in the Bank if they have at least three (3) years of continuous employment with the City and thirty (30) days of accumulated sick leave at the time of their initial contribution. Only members who have contributed to the Sick Leave Bank shall be eligible to receive sick leave time from the Bank. Individuals who wish to participate in the Sick Leave Bank must give notice of such intent to the Chief of Police no later than 15 April 2000 or thirty (30) days advance notice thereafter.
2. The Bank shall be administered by a five (5) member "Sick Leave Bank Committee" comprised of three (3) representatives appointed by the City, one of which shall be the City of Fitchburg Director of Human Resources and two (2) representatives appointed by the Union to serve one (1) year terms. This committee shall consider the eligibility of members who will be able to draw from the Bank. The decisions of the Sick Leave Bank Committee are final and binding and not subject to the grievance procedure.
3. The following criteria shall be used by the Sick Leave Bank Committee in determining the eligibility of a member to draw from the Bank and in determining the amount of sick leave time:
 - a. A member must have used up all of his/her accumulated leave.
 - b. A member must submit competent and timely evidence, to include a doctor's note, that a request is necessary to benefit the member who suffers uncommon, life threatening or serious and lengthy illness.
 - c. A member's prior utilization of sick leave.
 - d. The initial grant of sick leave by the Sick Leave Bank Committee to an eligible member shall not exceed thirty (30) days.
 - e. Upon completion of the thirty (30) day period, additional entitlement may be extended by the Sick Leave Bank Committee upon demonstration of need by the member.

Upon compliance with paragraphs "a" and "b" above, and consideration of paragraph "c", the Sick Leave Bank Committee may issue a grant of leave time days from the Bank of not more than one hundred (100) days per twelve (12) month period to any one member.

4. The Sick Leave Bank shall maintain a minimum of seventy-five (75) days in reserve. If the reserve falls below seventy-five (75) days, the eligible members will be required to contribute additional sick leave days as deemed necessary. The total number of days held in reserve by the Bank shall not exceed three hundred (300) days.
5. There shall be no use of the Sick Leave Bank for members receiving Chapter 41, § 111F benefits (injured on duty status).
6. Officers shall not forfeit earned personal time for donating sick days to the Sick Leave Bank.
7. Officers ineligible to participate as members in the Sick Leave Bank shall be able to apply to the Mayor of the City of Fitchburg for a grant of extended sick leave.

Section 15.4 Reporting and Restrictions

All persons who report off sick or are out of work on injured on duty status shall not leave their residence at any time, unless said Officer places a telephone call to the Officer-in-Charge/Shift Commander informing him/her of the reason(s) for leaving their residence.

Article 15, Sick Leave, Section 15.4, Reporting and Restrictions, continued:

Permission shall only be granted to leave the residence by the Officer-in-Charge/Shift Commander when one of the specific reasons listed below is properly presented by the person off duty or out on injured on duty leave:

- a) To seek medical aid or to be attended by a physician.
- b) To purchase prescription medicine or other non-prescription items directly related to the named or reported illness or injury.
- c) To attend church services.
- d) Any valid emergency described to the Officer-in-Charge.
- e) The Chief shall allow ambulatory status while on sick or injured leave, as long as the employee provides medical documentation from the treating physician, which is satisfactory to the Chief.
- f) The Chief may revoke the employee's ambulatory status for sick or injured leave if the employee is found not to be in compliance with ambulatory status.

Whenever a member of the Department is being paid while off duty sick or out on injured on duty leave, for the purposes of assignment, that member shall be assigned to the specific duty of prompt recovery and return to full duty. The place of assignment shall be the member's residence.

Section 15.5 Abuse of Sick Leave

Abuse of sick leave may result in suspension of overtime or extra paid detail privileges, if abuse is proven and the suspension may count as time worked for distribution purposes, for a reasonable period of time, not exceed seven (7) days for the first instance of proven abuse. A written warning shall precede any suspension of privileges, and no warning shall be in effect for more than one (1) year.

When an Officer has utilized sick leave for more than eight (8) occurrences, as defined in the Fitchburg Police General Order 95-2, III Policy and Procedures (E), within one (1) calendar year, said Officer shall be required to provide a physician's note explaining any and all occurrences beyond the allowable eight (8) mentioned above. Failure to provide said note will result in the withholding of the Officer's pay for the day (s) in question.

Section 15.6 Sick Leave Personal Days

- A) Employees who do not use sick leave shall be granted twelve (12) hours of personal time for each calendar month that the employee does not use sick time. Such personal time shall be cumulative to seventeen (17) days. Any employee may sell back five (5) of his/her personal days for one (1) week's pay whenever an employee has five (5) personal days accumulated. Employees are limited to three (3) such sell back events in any calendar year. Upon completion of six (6) years of service with the Fitchburg Police Department, such Officers hired after October 1, 2010, shall receive eight (8) hours' personal time accrued per month for months that said Officer does not use sick time. Such personal time shall be cumulative up to twelve (12) days.
- B) The City agrees that an individual Officer shall continue to accrue twelve (12) hours of personal time for months which the Officer does not use sick leave. If an individual is receiving C. 41, §111F benefits, s/he shall accrue personal time for the months s/he is receiving said benefit only up to a cap of seventeen (17) days. Once the employee accrues seventeen (17) days of personal time, said Officer shall not accrue any additional days until returning to regular duty. The maximum number of personal days on record for an individual receiving benefits under C. 41, §111F shall in no case exceed seventeen (17) days at any time while receiving said benefits. For a new Officer receiving C. 41, §111F benefits hired on or after October 1, 2010 shall receive four (4) hours personal time accrued per month for months that said Officer does not use sick time. Such personal time shall be cumulative up to twelve (12) days.

Article 15, Sick Leave, Section 15.6, Sick Leave Personal Days, continued:

- C) Officers who are currently eligible to earn twelve (12) hours of monthly personal time under Section A shall accrue personal time in the following Manner: such Officers who do not use sick time during any of the following periods, i.e., January 1 through June 30 and July 1 through December 31 shall earn an additional personal day for each six (6) month period.
- D) Officers hired after October 1, 2010, who are not eligible to earn twelve (12) hours of monthly personal time, pursuant to Section A, shall accrue additional personal time in the following manner: such Officers who do not use sick time during any of the following periods, i.e., March 1 through June 30; July 1 through October 31; November 1 through /February 28/29, shall earn an additional personal day for each four (4) month period. Upon completion of an Officer's sixth year of service, triggering an increase in personal time accrual under Section A above (8 hours per month), such Officer shall no longer accrue three (3) extra personal days personal time, pursuant to this section but shall thereafter accrue personal time pursuant to Section C³

Section 15.7 Child Birth Leave

In the event of the birth of a child to the spouse of an employee, he may use up to two (2) days of sick leave charged against his accumulation, which shall not affect his accumulation of personal days.

Section 15.8 Sick Leave Buy Back on Retirement or Death

The City agrees to pay each permanent Civil Service Employee covered by this Agreement, or the designated beneficiary, or his/her estate, an amount of money equivalent to twenty-five (25%) of such employee's accumulated sick leave on the date of his/her death or retirement but in no event more than twelve thousand dollars. (\$12,000) A day's pay, for purposes of this paragraph, shall be computed as one-fifth (1/5th) of the employee's regular weekly pay on the date of his/her retirement or death.

In order for an eligible employee, or, in the event of the employee's death, his/her designated beneficiaries or Personal Representative of his/her estate, to receive benefits pursuant to this provision, the employee, beneficiary or Personal Representative of his/her estate must apply in writing to the City of Fitchburg's Director of Human Resources within six (6) months after the date of the employee's death or separation (i.e. last day) from employment.

Section 15.9 Fair Labor Standards Act (FLSA)/Comp Time/Days Owed

The City and the Union will form a joint committee to create and implement a plan that would prevent any Officers from exceeding federal guidelines as a result of "days owed." The committee will consist of the Chief of Police and/or his designee and the Fitchburg Police Union President. The end result of the joint committee deliberations must be an MOU between the City and the FPU, which plan will be subject to the approval of the Mayor and the FPU Executive Board.

ARTICLE 16
SPECIALTY ASSIGNMENTS

Section 16.1 B.C.I. (Bureau of Criminal Investigation)

When an Officer below the rank of Captain is permanently assigned as Head of B.C.I., said Officer, so long as the Officer remains in said assignment, shall receive extra compensation in the amount of \$800.00 in addition to his/her regular pay and Detective's increment.

Section 16.2 Detective Bureau

Officers regularly assigned to the Detective Bureau shall receive extra compensation at the rate of \$1,500 per year.

³ It is understood that any Officer currently earning twelve (12) hours per month of personal leave under Section A shall continue to be eligible to do so under modification under the CBA.

Article 16, Specialty Assignments, continued:

Section 16.3 On-Call Detective Pay

The weekly on-call detective shall receive a stipend of \$350 per week. Swaps shall be allowed provided there is no cost to the City and provided that the Officer-in-Charge is advised of the swap in advance.

ARTICLE 17
BEREAVEMENT LEAVE

An employee shall be granted bereavement leave under the following conditions:

- a) The Officer shall submit proof of relationship and death satisfactory to his/her department head, whereupon the Office shall be granted bereavement leave with full pay not to exceed five (5) regularly scheduled consecutive working days. Consecutive working days shall be construed as regularly scheduled working days, interrupted only by regularly scheduled days off. Such leave is not to extend more than two (2) days beyond the date of the funeral of the deceased relative, provided that the employee attends the funeral.
- b) For the purposes of this section, leave with pay shall be construed to mean spouse, father, mother, brother, sister, child, step-father, step-mother, step-child, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents, grandchild, domestic partner or a blood relative residing within the employee's household.

ARTICLE 18
SENIORITY

Section 18.1 Assignment Posting

- 1. No later than December 1st of each year, a list of all assignments for each rank shall be posted on the bulletin board in the police station. In addition, and at the request of the Union, a tangible instrument ("Bid Board"), which fairly represents the available positions and the number of Officers designated for such position for the upcoming year, as determined by the Chief, shall be utilized by a designated member of the Union to facilitate the Officers' preference for assignment. All Officers shall indicate their preference no later than December 20th of each year. The results shall be forwarded to the Chief of Police for approval no later than December 20th of each year.
- 2. All parties to the Agreement acknowledge the fact that unforeseen circumstances occurring with the bid period (December 1st to December 20th) may necessitate management's adjustment of staffing levels up or down on a particular Relief or in a particular Bureau or Unit. Should this occur, the preference process described above shall be utilized.
- 3. It is also agreed that the back-up positions of "Back-up Report Review Officer" and "Back-up Court Liaison Officer" shall be bid on a biennial process and the successful bidders shall be trained and shall remain available to fill those positions if there is a vacancy in the positions which they back up.
- 4. Insofar as possible and compatible with the needs of the Department, the Chief shall assign members to their preference on the basis of seniority as defined in Section 2 following any Officer who feels that seniority has not been considered in their assignment may submit their complaint as a grievance under the Grievance Procedure established by this Contract.

Article 18, Seniority, Section 18.1, Assignment Posting, continued:

5. The Drug Suppression Officer, Criminal Investigation, Records Manager and Training Director Positions shall be bid on a biennial process. Officers interested in these positions shall indicate their preference to the Chief six (6) months prior to the end of the previously awarded bid. All Officers shall indicate their preference to the Chief in writing with a statement of the Officer's qualifications and reasons for bidding for the assignment no later than July 1st. The Chief shall use this information to determine what training is required. In addition, on June 20th, a "Bid Board" shall be use for such positions to be filled as the Chief determines. The results shall be forwarded to the Chief for approval by July 1st. The successful bidder shall be trained at the discretion of the Chief.
6. Positions bid on a biennial basis shall not be rebid during the two year assignment unless a vacancy in the position itself occurs. Requests for separation from the positions for all hardships will be at the discretion of the Chief with input from the Union.
7. Any vacancy that occurs outside of the annual shift bidding cycle shall be re-bid.

Section 18.2 Seniority List

- A Seniority List by rank, in addition to that set by Civil Service, shall be established by Agreement of the Parties administering this Agreement. The Seniority List so established shall govern in all matters under this Agreement except where adherence to the Civil Service Seniority is required by law. Both lists shall be brought up to date on January 1st of each year and immediately posted on the bulletin board at the Police Station.
- Departmental Seniority shall commence for each employee upon the date of his/her original appointment or promotion within rank and shall continue to accrue thereafter within that rank unless there has been a break in service of employment; reinstatement or lateral transfers pursuant to M.G.L. c. 31 shall be treated as an original appointment or promotion. In such a case, seniority shall be determined, for departmental seniority purposes only, by the date of said reinstatement or the effective date of the lateral transfer to the Fitchburg Police, as the case may be.

Section 18.3 Removal and Re-Bidding

An Officer may be removed from a previously awarded assignment for just cause. In the event of removal, the assignment shall be posted for re-bidding within seven (7) days from the date the Officer is removed. The assignment shall be awarded in accordance with the provisions applicable to annual bid assignments and shall be awarded within ten (10) days from the closure of the bids.

The Officer so removed shall not be permitted to re-bid the position the Officer is removed from, nor any other specialty assignment for a period of one (1) year from the date of removal. Subsequent vacancies caused by the removal or re-bidding shall be bid with the removed Officer filling the resulting final vacancy.

Any Officer who works six (6) regularly scheduled days in a row shall be credited with one (1) compensatory day off. Any Officer who works eight (8) regularly scheduled days in a row shall be credited with two (2) compensatory days off.

ARTICLE 19
RESERVATION OF RIGHTS AND EDUCATIONAL BENEFITS

Section 19.1 Civil Service Status

The employees covered by this Agreement shall retain such Civil Service Status rights and obligations as are set forth in the Civil Service Laws, Rules and Regulations now in effect, or which may come into effect by subsequent amendment in accordance with their provisions.

Article 19, Reservation of Rights and Educational Benefits, continued:

Section 19.2 Quinn Bill

Effective July 1, 2010, the City shall be responsible for the full amount of funding of education incentive payments to Police Officers eligible under M.G.L. c. 41, § 108L ("Quinn Bill"). All eligible Police Officers shall continue to receive their full education incentive payments pursuant to the Quinn Bill as the language in the statute existed on June 29, 2009, regardless of any legislative changes to the Quinn Bill by the General Court of the Commonwealth of Massachusetts, including but not limited to the General Court's repeal or revocation of the Quinn Bill. It is the Parties' intent that Police Officers that were receiving benefits under Section 108L prior to June 29, 2009, or who may qualify under this Provision in the future, shall continue to do so in the future, regardless of state action.

This education incentive shall be included and considered as base salary for purposes of calculating overtime, holiday pay and night differential. Officers hired on or after July 1, 2009 or not enrolled in an educational program for the purposes of participating in the career incentive pay program established pursuant to c. 41, §108L as of October 1, 2009, shall not be eligible for any Quinn Bill benefits. The term "eligible Police Officers" as used herein, shall mean Officers eligible to participate in the career incentive program established pursuant to Section 108L of chapter 41 of the General Laws, as amended by C. 120 of the Acts of 2009, Section 49, Line 8000-0040.

Section 19.3 Attendance Education/Training Programs

- A) A Police Officer attending school at the request and/or direction of the Chief of Police and/or his/her designee shall have such attendance considered a days' work. If the day (s) of attendance is the Officer's day off, the Office shall be compensated by receiving another day off at the convenience of the department.
- B) A Police Officer attending school at his/her own request shall, if such attendance occurs on his/her scheduled work day, have same considered a work day under the following conditions:
 - 1. The course or seminar is beneficial to the department and not just to the individual Officer.
 - 2. A sufficient number of officers are scheduled to work the shift that the Officer is regularly assigned to. Guidelines to follow are the same as the ones used in determining vacation and personal day's eligibility.
 - 3. The request has the approval of the Chief and/or designee, and such approval will not be unreasonably denied.
- C) A Police Officer attending school at his/her own request shall, if such attendance occurs on the Officer's scheduled day off, not be compensated by receiving another day's pay, with the following exceptions:
 - 1. The course or seminar is offered by the Massachusetts Criminal Justice Training Council.
 - 2. The Chief and/or his/her designee gives his/her approval for granting another day.
- D) The Police Officer attending a course or seminar will be responsible for meals and transportation. The exception to transportation is where permission is granted by the Chief and/or designee to utilize a cruiser. If permission is not granted by the Chief and/or designee to use a cruiser, the Officer shall be compensated at the rate of twenty cents (\$.20) per mile for the use of his/her personal vehicle.

Section 19.4 Higher Education Incentive

All employees who have successfully acquired a certificate or diploma representing attainment of an Associate Degree in Criminal Justice and/or any other acceptable Criminal Justice /Law Enforcement degree (s), shall receive an amount equal to ten (10%) percent of the employee's annual base pay, paid annually on the last pay day in September.

Police Officers pursuing an Associate Degree and who have not attained one will be compensated at the following rate:

- 1. Fifty dollars (\$50) per credit hour up to, but not to exceed, three thousand dollars (\$3,000) to be paid annually on the last day in September until the degree has been earned.

Article 19, Reservation of Rights and Educational Benefits, Section 19.3, Quinn Bill, continued:

2. Credit hours shall be paid for any course the institution of higher education accepts toward earning the Criminal Justice correlated degree.
3. New Officers, hired after July 1, 2012, shall not receive compensation for their earned degree or any credits toward their degree until they have completed their sixth year of service to the Fitchburg Police Department.
4. The educational incentive hereunder shall be included and considered as base salary for purposes of calculating overtime, holiday pay and night shift incentive.
5. No Officer currently receiving compensation as a result of the former "Quinn Bill" will be eligible for this new benefit.

ARTICLE 20
FAMILY AND MEDICAL LEAVE ACT

The City and the Union agree to abide by the provisions of the 1993 Family and Medical Leave Act. All eligible employees are entitled to up to twelve (12) weeks of unpaid leave for certain family and medical reasons. Employees are eligible if they have worked for the City for at least one (1) year and 1,250 hours over the previous twelve (12) months.

Unpaid FMLA leave must be granted for any of the following reasons:

- To care for the employee's child after birth or placement for adoption or foster care.
- To care for the employee's spouse, son, daughter or parent who has a serious health condition.
- For a serious health condition which makes the employee unable to perform his/her job duties and/or tasks.

The City requires all employees applying for an FMLA leave to complete and submit two (2) of the following forms:

- a. Appendix A: FMLA Request for Leave Request Form
- b. Appendix B: Certification of Health Care Provider for **Employee's** Serious Health Condition **OR**
- c. Appendix C: Certification of Health Care Provider for **Family Member's** Serious Health Condition
- d. Appendix D: Notice of Eligibility and Rights & Responsibilities

In accordance with past practice, the City allows, at the option of the employee, the use of paid leave time during the FMLA absence including accumulated Sick Leave, Vacation Leave and Personal Leave.

During the FMLA period, employees are required to continue paying required co-payments for health insurance. If the employee is unable to continue the co-payments during the FMLA Leave absence, a written pay-back arrangement shall be made between the employee and the City. If the employee does not return from the FMLA absence, the total premium payment for health insurance during the leave period shall be payable by the employee.

ARTICLE 21
AMERICANS WITH DISABILITIES

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

ARTICLE 22
PATERNITY/ADOPTIVE/CHILD REARING LEAVE

Individuals who have been employed at least one (1) year may apply for a leave of Absence without Pay (LWOP) not to exceed one (1) year, for the purposes of child rearing, paternity leave or adoption of a child under five (5) years' of age. Any request made pursuant to this section shall clearly state the inclusive dates of the leave requested and the date by which notice of return shall be given. Failure to return by the date identified and/or failure to notify of intention to return shall constitute a resignation from employment. Absent emergency conditions, such leaves shall be requested at least sixty (60) days in advance.

ARTICLE 23
MATERNITY LEAVE

Upon application from the employee, a Maternity Leave of Absence without pay shall be granted to permanent full-time employees who have been so employed at least one (1) year before said application. The leave is to commence at the time recommended by their doctor and to extend for a period not exceeding six (6) months from their date of departure. The Employer shall have the option of filling the vacant position temporarily for the period of absence.

A. Extension

An employee, upon application in writing, and for medical reasons certified by the employee's attending physician, may be granted by the Mayor, an extension of said Maternity Leave for a period not to exceed six (6) additional months.

B. Return from Leave

An employee returning from leave will be assigned when a vacancy occurs in as comparable a position as possible. A written medical release is required.

C. Withdrawal

In exceptional cases, such as interrupted pregnancy, the employee may make written application for reinstatement, accompanied by a physician's statement of good health. Such reinstatement may be granted by the Mayor.

D. Use of Benefits

An employee may use their accrued Sick, Vacation and Personal Leave in conjunction with the employee's Maternity Leave either before, during or after said Maternity Leave provided, however, the need for Sick Leave is documented by a physician (at the employee's expense).

E. Leave Expiration

If an employee who has been granted maternity Leave of Absence or extension in accordance with this provision fails to return to work upon the expiration of such leave of absence, the employee shall be deemed to have voluntarily terminated.

The City and the Union agree to form a committee to review practices in other departments concerning the assignment of pregnant Officers. The Parties further agree to meet and confer to establish guidelines and policies.

ARTICLE 24
NO STRIKE CLAUSE

The Union agrees that during the term of this Agreement, neither the Union, its Officers nor any member will engage in, encourage, sanction, support or suggest any strike, slowdowns, mass absenteeism or other similar actions which would involve suspension of or interference with the normal work of the Department or of any other City Department.

Article 24, No Strike Clause, continued:

In the event that the Association members participate in such activities in violation of this provision, the Association shall notify those members so engaged to cease and desist from such activities, and shall instruct such members to return to their normal activities. Any employee participating in these prohibited activities may be discharged by the City.

ARTICLE 25
WAIVER

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

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

ARTICLE 26
AMENDMENTS OF THE CONTRACT

This Contract may not be amended except by mutual agreement of the Parties in writing.

ARTICLE 27
DURATION

This contract, unless otherwise indicated, shall be effective from July 1, 2016 and shall remain in full force and effect up to and including June 30, 2019.

Either Party may, no earlier than January 1, 2019 or no later than February 21, 2019, give written notice to the other of its desire to extend or revise this Agreement for the period to commence July 1, 2019. This Agreement shall remain in full force and effect during the collective bargaining process or until the new Agreement is reached, except that it may not remain in effect longer than one (1) year from the first day of July 2019, unless mutually agreed to in writing.

ARTICLE 28
REPRODUCTION OF AGREEMENT

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

ARTICLE 29
PROTECTION

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

ARTICLE 30
DISCIPLINE

Statements of counseling shall not be kept in an employee's personnel file for more than three (3) years nor reprimands for more than seven (7) years, so long as their removal is not a violation of law.

ARTICLE 31
TABLE OF ORGANIZATION

The Parties agree to continue discussions regarding implementation of a table of organization and, absent mutual agreement, any such table shall not be construed as a minimum manning requirement in any respect.

ARTICLE 32
CIVILIAN POLICE DISPATCHERS

Section 32.1 **Dispatching**

The City may open a civilian dispatch operation at its discretion, either partially or fully, on a regional or local basis. No further decision or impact bargaining shall be required before the City switches to using any civilian dispatchers. The City shall provide the Union with two (2) weeks' prior notice before any changes using civilian dispatchers are implemented.

Section 32.2 **Dispatching Differential**

Upon full implementation of civilian dispatchers, any Officer ordered to perform dispatch duties shall be compensated at a rate of twenty-five dollars (\$25) per shift.

ARTICLE 33
GLOBAL POSITIONING SYSTEM (GPS)

A. **Purpose**

To track employees where there is a legitimate business reason for doing so, such as to manage a fleet of vehicles efficiently or to allocate service personnel to meet the varying needs of a specific geographic region.

B. **Discipline**

It is understood that disciplinary actions against and excessive monitoring of employees is not the primary purposes of the GPS equipment but GPS information may be used to discipline employees.

Supervisors will be monitoring GPS information on an ongoing basis and that information may be used for disciplinary purposes consistent with this article. Once the GPS information is recorded and stored electronically, the City of Fitchburg/Fitchburg Police Department agrees that it shall not systematically or without prompting review or audit previously recorded GPS information available through the system for disciplinary purposes.

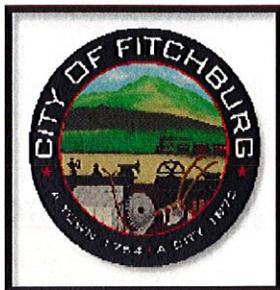
Any minor infraction, such as "idling, "off-route" and "unauthorized use" that in any part is verified by the use of GPS will not count as a first offense for the purposes of progressive discipline until the Officer has received at least one warning. Such infraction will result in counseling of the employee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

C. **Information**

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

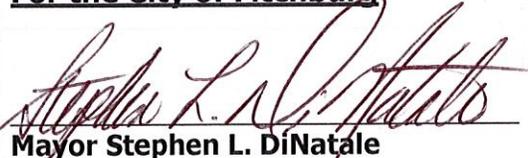
D. **Evaluation**

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.

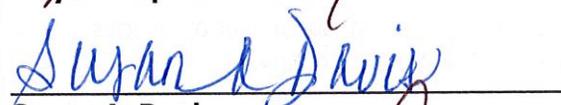


In witness thereof, the Parties hereto cause this instrument to be executed in their names and on their behalf by the duly authorized Officers thereto this 16th day of June in the year 2017.

For the City of Fitchburg



Mayor Stephen L. DiNatale



Susan A. Davis
Acting Director of Human Resources

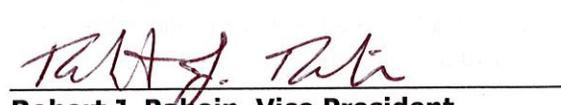


Ernest F. Martineau
Chief of Police

For Fitchburg Police Union



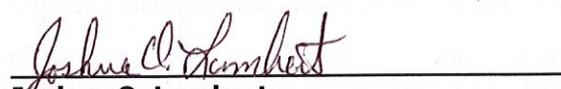
Daniel K. Bellofatto, President



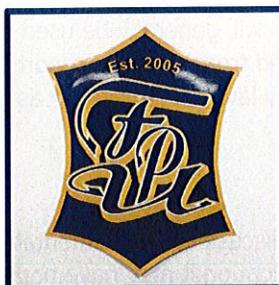
Robert J. Raboin, Vice President



Christopher Bellofatto,
Negotiating Team Member



Joshua O. Lambert
Negotiating Team Member





APPENDICES





CITY OF FITCHBURG



Family and Medical Leave Act (FMLA) Request Form

To be completed by employee

Employee Name		Department	Phone Number	
Job Title			Employee ID	
<input type="checkbox"/> Initial Application		Home Phone #:	Cell Phone #:	
Reason for Leave of Absence <input type="checkbox"/> Own illness (not work related) <input type="checkbox"/> Care for ill parent/spouse/child <input type="checkbox"/> Other (specify)		<input type="checkbox"/> Pregnancy disability <input type="checkbox"/> Care for newborn/adopted child (Date of Birth/Placement)	Answer all: Do you have company medical insurance? Yes <input type="checkbox"/> No <input type="checkbox"/> Do you have company dental insurance? Yes <input type="checkbox"/> No <input type="checkbox"/>	Are you currently on another leave? Yes <input type="checkbox"/> No <input type="checkbox"/> Have you or will you be filing a Disability insurance claim? Yes <input type="checkbox"/> No <input type="checkbox"/>
Requested start date	Anticipated end date	Requested dates of Rolling and/or intermittent Leave OR reduced work schedule hours:		
<i>An FMLA leave of absence is a leave without pay. Paid leave (using accrued sick time or vacation hours) shall be substituted for the unpaid leave in accordance with the Family Medical Leave Act Policy.</i>				
I understand that I am required to use accrued paid time off until leave concludes or accrued balance is depleted. Below is an estimate of paid time off available in my account.			Date Begins (mm/dd/yy)	Date Ends (mm/dd/yy)
Hours				
Accrued sick leave				
Accrued vacation leave				
Employee's Signature			Date	

I understand that I am required to complete a FMLA Leave Certification of Health Care Provider form and submit the form to Human Resources before my leave commences. I understand that if my leave is approved, my time away from work will be charged against my 12 week leave maximum under FMLA. Upon approval of this requested leave, I am required to utilize all paid time available to me prior to going into an unpaid leave status. In the event that I go into an unpaid status while on leave, I understand that I must contact Human Resources to make arrangements to pay my portion of health insurance premiums.

I request the following forms for my FMLA leave of absence:

- Certification of Health Care Provider:** This form is to be completed by either my health care provider (if this leave is for my own serious health condition) or by my family member's health care provider (if this leave is for the serious health condition of a spouse, parent, or child). My physician must complete this entire form. **Failure to complete this form may delay or prevent my leave approval.**
- Continuation of Benefits While on FMLA Leave:** This is an agreement between my employer and myself to continue my benefits while on FMLA leave and a financial arrangement for my portion of health care premiums.
- Notification of FMLA Status (Approval/Denial):** This is to notify me that my employer is designating the leave as FMLA leave and to inform me in writing of the specific expectations and obligations required by my employer under FMLA.
- Request to Return From FMLA Leave:** I should fill out the top portion of the form, notifying Human Resources of the date of my return. For my own serious health condition, the bottom portion of the form (fitness-for-duty certification) should be filled out by my Health Care Provider and returned to Human Resources on the day I return to work from FMLA leave.

I understand that the Certification of Health Care Provider form should be returned to Human Resources within 15 days. If I am not able to return the form within the allowed timeframe, I will contact Human Resources for assistance.

If this information is not received in the required timeframe, my leave will be considered unauthorized.

Print Name Employee Signature

Certification of Health Care Provider for Employee's Serious Health Condition (Family and Medical Leave Act)

U.S. Department of Labor Wage and Hour Division



OMB Control Number: 1235-0003 Expires: 5/31/2018

DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR; RETURN TO THE PATIENT

SECTION I: For Completion by the EMPLOYER

INSTRUCTIONS to the EMPLOYER: The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA protections because of a need for leave due to a serious health condition to submit a medical certification issued by the employee's health care provider. Please complete Section I before giving this form to your employee. Your response is voluntary. While you are not required to use this form, you may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308. Employers must generally maintain records and documents relating to medical certifications, recertifications, or medical histories of employees created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies, and in accordance with 29 C.F.R. § 1635.9, if the Genetic Information Nondiscrimination Act applies.

Employer name and contact: _____

Employee's job title: _____ Regular work schedule: _____

Employee's essential job functions: _____

Check if job description is attached: _____

SECTION II: For Completion by the EMPLOYEE

INSTRUCTIONS to the EMPLOYEE: Please complete Section II before giving this form to your medical provider. The FMLA permits an employer to require that you submit a timely, complete, and sufficient medical certification to support a request for FMLA leave due to your own serious health condition. If requested by your employer, your response is required to obtain or retain the benefit of FMLA protections. 29 U.S.C. §§ 2613, 2614(c)(3). Failure to provide a complete and sufficient medical certification may result in a denial of your FMLA request. 29 C.F.R. § 825.313. Your employer must give you at least 15 calendar days to return this form. 29 C.F.R. § 825.305(b).

Your name: _____
First Middle Last

SECTION III: For Completion by the HEALTH CARE PROVIDER

INSTRUCTIONS to the HEALTH CARE PROVIDER: Your patient has requested leave under the FMLA. Answer, fully and completely, all applicable parts. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage. Limit your responses to the condition for which the employee is seeking leave. Do not provide information about genetic tests, as defined in 29 C.F.R. § 1635.3(f), genetic services, as defined in 29 C.F.R. § 1635.3(e), or the manifestation of disease or disorder in the employee's family members, 29 C.F.R. § 1635.3(b). Please be sure to sign the form on the last page.

Provider's name and business address: _____

Type of practice / Medical specialty: _____

Telephone: (_____) _____ Fax:(_____) _____

PART A: MEDICAL FACTS

1. Approximate date condition commenced: _____

Probable duration of condition: _____

Mark below as applicable:

Was the patient admitted for an overnight stay in a hospital, hospice, or residential medical care facility?

___ No ___ Yes. If so, dates of admission:

Date(s) you treated the patient for condition:

Will the patient need to have treatment visits at least twice per year due to the condition? ___ No ___ Yes.

Was medication, other than over-the-counter medication, prescribed? ___ No ___ Yes.

Was the patient referred to other health care provider(s) for evaluation or treatment (e.g., physical therapist)?

___ No ___ Yes. If so, state the nature of such treatments and expected duration of treatment:

2. Is the medical condition pregnancy? ___ No ___ Yes. If so, expected delivery date: _____

3. Use the information provided by the employer in Section I to answer this question. If the employer fails to provide a list of the employee's essential functions or a job description, answer these questions based upon the employee's own description of his/her job functions.

Is the employee unable to perform any of his/her job functions due to the condition: ___ No ___ Yes.

If so, identify the job functions the employee is unable to perform:

4. Describe other relevant medical facts, if any, related to the condition for which the employee seeks leave (such medical facts may include symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment):

PART B: AMOUNT OF LEAVE NEEDED

5. Will the employee be incapacitated for a single continuous period of time due to his/her medical condition, including any time for treatment and recovery? ___ No ___ Yes.

If so, estimate the beginning and ending dates for the period of incapacity: _____

6. Will the employee need to attend follow-up treatment appointments or work part-time or on a reduced schedule because of the employee's medical condition? ___ No ___ Yes.

If so, are the treatments or the reduced number of hours of work medically necessary?
___ No ___ Yes.

Estimate treatment schedule, if any, including the dates of any scheduled appointments and the time required for each appointment, including any recovery period:

Estimate the part-time or reduced work schedule the employee needs, if any:

_____ hour(s) per day; _____ days per week from _____ through _____

7. Will the condition cause episodic flare-ups periodically preventing the employee from performing his/her job functions? ___ No ___ Yes.

Is it medically necessary for the employee to be absent from work during the flare-ups?
___ No ___ Yes. If so, explain:

Based upon the patient's medical history and your knowledge of the medical condition, estimate the frequency of flare-ups and the duration of related incapacity that the patient may have over the next 6 months (e.g., 1 episode every 3 months lasting 1-2 days):

Frequency : _____ times per _____ week(s) _____ month(s)

Duration: _____ hours or ___ day(s) per episode

ADDITIONAL INFORMATION: IDENTIFY QUESTION NUMBER WITH YOUR ADDITIONAL ANSWER.

SECTION III: For Completion by the HEALTH CARE PROVIDER

INSTRUCTIONS to the HEALTH CARE PROVIDER: The employee listed above has requested leave under the FMLA to care for your patient. Answer, fully and completely, all applicable parts below. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage. Limit your responses to the condition for which the patient needs leave. Do not provide information about genetic tests, as defined in 29 C.F.R. § 1635.3(f), or genetic services, as defined in 29 C.F.R. § 1635.3(e). Page 3 provides space for additional information, should you need it. Please be sure to sign the form on the last page.

Provider's name and business address: _____

Type of practice / Medical specialty: _____

Telephone: (_____) _____ Fax:(_____) _____

PART A: MEDICAL FACTS

1. Approximate date condition commenced: _____

Probable duration of condition: _____

Was the patient admitted for an overnight stay in a hospital, hospice, or residential medical care facility?
___ No ___ Yes. If so, dates of admission: _____

Date(s) you treated the patient for condition: _____

Was medication, other than over-the-counter medication, prescribed? ___ No ___ Yes.

Will the patient need to have treatment visits at least twice per year due to the condition? ___ No ___ Yes

Was the patient referred to other health care provider(s) for evaluation or treatment (e.g., physical therapist)?
___ No ___ Yes. If so, state the nature of such treatments and expected duration of treatment:

2. Is the medical condition pregnancy? ___ No ___ Yes. If so, expected delivery date: _____

3. Describe other relevant medical facts, if any, related to the condition for which the patient needs care (such as medical facts may include symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment):

PART B: AMOUNT OF CARE NEEDED: When answering these questions, keep in mind that your patient's need for care by the employee seeking leave may include assistance with basic medical, hygienic, nutritional, safety or transportation needs, or the provision of physical or psychological care:

4. Will the patient be incapacitated for a single continuous period of time, including any time for treatment and recovery? ___ No ___ Yes.

Estimate the beginning and ending dates for the period of incapacity: _____

During this time, will the patient need care? ___ No ___ Yes.

Explain the care needed by the patient and why such care is medically necessary:

5. Will the patient require follow-up treatments, including any time for recovery? ___ No ___ Yes.

Estimate treatment schedule, if any, including the dates of any scheduled appointments and the time required for each appointment, including any recovery period:

Explain the care needed by the patient, and why such care is medically necessary: _____

6. Will the patient require care on an intermittent or reduced schedule basis, including any time for recovery? ___ No ___ Yes.

Estimate the hours the patient needs care on an intermittent basis, if any:

_____ hour(s) per day; _____ days per week from _____ through _____

Explain the care needed by the patient, and why such care is medically necessary:

7. Will the condition cause episodic flare-ups periodically preventing the patient from participating in normal daily activities? ___No ___Yes.

Based upon the patient’s medical history and your knowledge of the medical condition, estimate the frequency of flare-ups and the duration of related incapacity that the patient may have over the next 6 months (e.g., 1 episode every 3 months lasting 1-2 days):

Frequency: ___ times per ___ week(s) ___ month(s)

Duration: ___ hours or ___ day(s) per episode

Does the patient need care during these flare-ups? ___ No ___ Yes.

Explain the care needed by the patient, and why such care is medically necessary: _____

ADDITIONAL INFORMATION: IDENTIFY QUESTION NUMBER WITH YOUR ADDITIONAL ANSWER.

Signature of Health Care Provider

Date

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 20 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Ave., NW, Washington, DC 20210.
DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR; RETURN TO THE PATIENT.

Notice of Eligibility and Rights & Responsibilities
(Family and Medical Leave Act)

U.S. Department of Labor
Wage and Hour Division



OMB Control Number: 1235-0003
Expires: 5/31/2018

In general, to be eligible an employee must have worked for an employer for at least 12 months, meet the hours of service requirement in the 12 months preceding the leave, and work at a site with at least 50 employees within 75 miles. While use of this form by employers is optional, a fully completed Form WH-381 provides employees with the information required by 29 C.F.R. § 825.300(b), which must be provided within five business days of the employee notifying the employer of the need for FMLA leave. Part B provides employees with information regarding their rights and responsibilities for taking FMLA leave, as required by 29 C.F.R. § 825.300(b), (c).

[Part A – NOTICE OF ELIGIBILITY]

TO: _____
Employee

FROM: _____
Employer Representative

DATE: _____

On _____, you informed us that you needed leave beginning on _____ for:

- The birth of a child, or placement of a child with you for adoption or foster care;
- Your own serious health condition;
- Because you are needed to care for your _____ spouse; _____ child; _____ parent due to his/her serious health condition.
- Because of a qualifying exigency arising out of the fact that your _____ spouse; _____ son or daughter; _____ parent is on covered active duty or call to covered active duty status with the Armed Forces.
- Because you are the _____ spouse; _____ son or daughter; _____ parent; _____ next of kin of a covered servicemember with a serious injury or illness.

This Notice is to inform you that you:

- Are eligible for FMLA leave (See Part B below for Rights and Responsibilities)
- Are **not** eligible for FMLA leave, because (only one reason need be checked, although you may not be eligible for other reasons):
 - You have not met the FMLA’s 12-month length of service requirement. As of the first date of requested leave, you will have worked approximately _____ months towards this requirement.
 - You have not met the FMLA’s hours of service requirement.
 - You do not work and/or report to a site with 50 or more employees within 75-miles.

If you have any questions, contact City of Fitchburg Human Resources Department or view the FMLA poster located in Human Resources.

[PART B-RIGHTS AND RESPONSIBILITIES FOR TAKING FMLA LEAVE]

As explained in Part A, you meet the eligibility requirements for taking FMLA leave and still have FMLA leave available in the applicable 12-month period. **However, in order for us to determine whether your absence qualifies as FMLA leave, you must return the following information to us by _____.** (If a certification is requested, employers must allow at least 15 calendar days from receipt of this notice; additional time may be required in some circumstances.) If sufficient information is not provided in a timely manner, your leave may be denied.

- Sufficient certification to support your request for FMLA leave. A certification form that sets forth the information necessary to support your request _____ is/_____ is not enclosed.
- Sufficient documentation to establish the required relationship between you and your family member.
- Other information needed (such as documentation for military family leave): _____

No additional information requested

