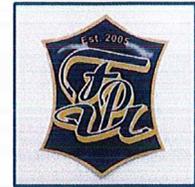


OFF THE RECORD  
**MEMORANDUM OF AGREEMENT**  
Between the  
**CITY OF FITCHBURG, MA**  
And the  
**FITCHBURG POLICE UNION**  
**October 31, 2019**



The City of Fitchburg (the "City") and the **Fitchburg Police Union**, (the "Union"), collectively referred to as the "Parties," have concluded negotiations over changes to the terms for the successor Collective Bargaining Agreement between the Parties covering the period of fiscal year July 1, 2016 through June 30, 2019 and further, agree to extend their 2019 Collective Bargaining Agreement ("CBA") from July 1, 2019 through June 30, 2022, in all respects, except as modified by this Off the Record Memorandum of Agreement. All changes shall become effective as of the date specified or effective as of the date of this Agreement should no date be specified. The Parties agree to the following modifications:

**1. Collective Bargaining Agreement Document**

*[Amended FY20 – FY22]*

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

- a. Correct any and all grammatical and typographical errors;
- b. Reformat document;
- c. Change dates for Fiscal Years July 1, 2019 – June 30, 2022;
- d. A preliminary revised document shall be reviewed simultaneously by the City and the Union for review and approval prior to signing.

Note: Regarding (a) and (b) above, changes will only be made by agreement of the parties. Absent agreement within 60 days of execution of this MOA, proposed changes shall be reserved for subsequent successor contract negotiation.

**2. Article 2, Employee Rights, p. 8**  
**Section 2.9, Agency Service Fee**

*[Amended FY20 – FY22]*

- a. Eliminate language in current CBA;
- b. Replace with the following:

**Article 2, Payroll Deduction for Union Dues**

*[Amended FY20 – FY22]*

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

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

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

**3. Article 4, Compensation, Shift Differential and Longevity, p. 9**

*[Amended FY20 – FY22]*

**a. Section 4.1, Wages**

- Effective July 1, 2019, wages will be increased by 2%;
- Effective July 1, 2020, wages will be increased by 2%;
- Effective July 1, 2021, wages will be increased by 0%;
- Effective January 1, 2022, wages will be increased by 2% and the wage matrix will be adjusted, resulting in the following wage rates:

**Patrol Officer:** Step 1 \$ 982/week

Step 2 \$1,112/week

Step 3 \$1,193/week

- The wage increases referenced above shall only apply to weekly base wages and shall not apply to any other compensation, stipend or payments contained or referenced in the parties' CBA (note that stipends based upon a percentage of base wages will indirectly be impacted by any increase to base wages – i.e. Professional Standards Stipend);
- Retroactive payment shall only be made to employees who are members of the bargaining unit as of the time of ratification of this Agreement.

**b. Addition of 4<sup>th</sup> Step/25 years**

*[Amended FY20 – FY22]*

- Effective July 1, 2019, the City agrees to add a 4<sup>th</sup> step to the wage scale. This step shall be reached upon the completion of the uniformed member's twenty-fifth (25<sup>th</sup>) year of continuous service within the City of Fitchburg Police Department;
- Continuous service shall be defined as 25 years of consecutive and continuous years of service as a uniformed officer within the Fitchburg Police Union Bargaining Unit, with the following exceptions (a list of all current members' continuous years of service as a uniformed officer within the Fitchburg Police Union Bargaining Unit as of the date of ratification of this Agreement is attached hereto):

○ **Budgetary Layoff:**

Effective July 1, 2019 any uniformed member of the FPU Bargaining Unit who is laid off due to budgetary issues and who is recalled to uniformed service, shall not restart his/her years of service towards twenty-five (25) years of continuous service; however, any time for which the officer was laid off and not actually an employee of the City shall not count towards his/her twenty-five (25) years of continuous service.

○ **Disability Retirement:**

Effective July 1, 2019 any uniformed member of the FPU Bargaining Unit who leaves service due to a MGL c. 32 disability retirement and who appropriately rejoins uniformed service, shall not restart his/her years of service towards twenty-five (25) years of continuous service; however, any time for which the officer was on disability retirement and not actually an employee of the City shall not count towards his/her twenty-five (25) years of continuous service.

○ **MGL c. 41, §111F:**

Any uniformed member of the FPU Bargaining Unit who is injured in the line of duty and liability of such injury is recognized by the City (or which injury has been adjudicated to qualify for such benefits) as an injury pursuant to MGL c. 41, §111F, shall not lose any time counted toward years of continuous service due to paid absence(s) from work related to such injury so long as the officer remains an employee of the City.

○ **Employed as a Fitchburg Police Officer:**

For purposes of clarification, time in an unpaid status (i.e. suspension, FMLA leave, exhausted sick leave benefits, approved unpaid leaves of absence, etc.) shall not constitute a break in an employee's years of service; however, similar to the Budgetary Layoff and Disability Retirement provisions above, an employee's time in an unpaid status shall not count toward his/her twenty-five (25) years of continuous service. In such instances, upon his/her return to the payroll, the employee's years of service shall continue to accrue from the point at which they were when the employee went into an unpaid status (in other words, they will pick up where they left off).

**Article 4, Compensation, Shift Differential and Longevity, p. 9, continued:**

- The fourth (4<sup>th</sup>) step shall be paid at 7.5% above the rate of a 3<sup>rd</sup> step Patrol Officer;
- The rate for Sergeants who have completed twenty-five (25) years of service or more, as defined above, shall be 7.5% above a regular Sergeant's rate;
- Lieutenants who complete twenty-five (25) years of service or more, as defined above, shall be 7.5% above a regular Lieutenant's rate;
- Eliminate longevity for all FPU members, effective July 1, 2019;
- City to create a new pay scale matrix to be included within the Successor Collective Bargaining Agreement (CBA);
- Retroactive payment shall only be made to employees who are members of the unit as of the time of ratification of this Agreement.

**c. Section 4.4 Shift Differential, p. 10**

*[Amended FY20 – FY22]*

- **Eliminate** the phrase "calculated on the basis of the top pay of Patrolman, Sergeant and Lieutenant" in paragraphs 1 and 2;
- **Replace** with "calculated on the basis of the Officer's, Sergeant's or Lieutenant's individual rate of compensation (i.e. Steps 1, 2, 3, or 4<sup>th</sup> Step/25Y Patrol Officer, Sergeant or 4<sup>th</sup> Step/25Y Sergeant, or Lieutenant or 4<sup>th</sup> Step/ 25Y Lieutenant)."

**d. Section 4.5 Rank Differential, p. 11**

*[Amended FY20 – FY22]*

- **Eliminate** the existing language;
- **Replace** with:
  1. There shall be a seventeen percent (17%) differential between the 3<sup>rd</sup> step Patrol Officer rate and the rank of Sergeant.
  2. The rank differential between the rank of Sergeant and Lieutenant shall remain at fifteen percent (15%) based upon the 3<sup>rd</sup> step Patrol Officer rate.

This section, 4.5, shall be effective July 1, 2019.

**e. Section 4.8 Professional Standard Stipend, p. 12**

*[Amended FY20 – FY22]*

- **Eliminate** the word "top" in paragraph 2.
- **Replace** with "third (3<sup>rd</sup>) step patrol officer."

**4. Article 7, Holidays, p.14**

*[Amended FY20 – FY22]*

- a. Correct scrivener's error from previous negotiation cycle and remove word "Observed" from Section 7.1 title and matrix.
- b. Add Police Memorial Day to list/chart of holidays.
- c. **Section 7.1, subsection 3:**  
**Eliminate** the existing language.
- d. **Section 7.1, subsection 4:**
  - **Eliminate** the existing language and **replace** with:  
"Employees who work on such holidays shall receive an additional days' pay for the worked holiday, for a total of three (3) days' pay. An Officer may elect to receive a day owed in lieu of monetary compensation for the worked holiday. In such event, the Officer shall receive two (2) days' pay for the holiday."

**5. Article 10, Extra Paid Details, p. 16**

*[Amended FY20 – FY22]*

- a. **Eliminate** "top step sergeant" in subsection 2;
- b. **Replace** with "Sergeant, (not 4<sup>th</sup> step/25Y sergeant)."

**6. Article 15, Sick Leave**

[Amended FY20 – FY22]

**a. Section 15.5, Abuse of Sick Leave, p. 21:**

- **Eliminate** paragraph 2;
- **Replace** with:  
"A doctor's certification and/or note may be required if an employee is absent for five (5) or more consecutive days or if the Chief and/or designee has reasonable cause to believe that the employee is abusing his/her Sick Leave."

**b. Section 15.7, Child Birth Leave, p. 22**

[Amended FY20 – FY22]

**Miscellaneous provisions regarding Parental Leave**

- **Replace** the current language with the following:

"In the event of the birth of a child to the spouse of an employee, s/he may use up to two (2) days of Sick Leave to be charged against his/her accrued balance, which shall not affect his/her accrual of personal days."

**i. Article 22, Paternity/Child Rearing Leave, p. 27**

Eliminate Article in its entirety.

**ii. Article 23, Maternity Leave, p. 27**

**Eliminate** Article and **Replace** with the following language, as a section under new Article, "Leaves of Absence":

**Parental Leave**

1. Qualifying employees shall be permitted to use up to eight (8) weeks of unpaid leave for the purpose of giving birth or for the placement of a child under the age of eighteen (18) or age twenty-three (23) if the child is mentally or physically disabled, for adoption. Employees are entitled to Parental Leave, provided the following:
  - a. Such Leave shall apply to employees, classified as full time and benefited only and who have completed at least three (3) months of her/his required probationary period.
  - b. Such Leave shall be unpaid, unless the employee chooses to use accrued personal, sick or vacation leave.
  - c. Said employee must provide a written two (2) week notice of departure seeking such Parental Leave and shall include the employee's intention to return or as soon as is practicable if a delay is due to reasons beyond the employee's control.
  - d. Should two (2) employees of the City give birth to or adopt the same child, the two (2) employees are entitled to an aggregate of (8) weeks' leave.
  - e. Parental Leave shall run concurrently with the Family Medical Leave Act (FMLA).

**c. Section 15.9, Fair Labor Standards Act (FLSA), Compensatory Time/Days Owed, p. 22**

**1. Eliminate current language in CBA:**

"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."

**2. Replace with the following:**

**"Time Owed/Days Owed Cap:** Effective <DATE OF RATIFICATION>, no employee shall have more than 480 hours of contractual time owed/days owed in their accrual banks. Employees with more than 480 hours in their contractual time bank as of <DATE OF RATIFICATION> will not lose the excess hours but cannot add to their time bank until such time as the bank drops below 480 hours."

**Article 15, Sick Leave, continued:**

At the City's option, the City may elect to pay an employee for his/her contractual time owed/days owed in his/her accrual bank in excess of 480 hours in connection with any individual being promoted. Payment of hours in excess of 480 will occur prior to the promotion."

**7. Article 20, Family and Medical Leave Act, p.26**

[Amended FY20 – FY22]

Remove all FMLA forms as appendices to CBA.

**8. Article 27, Duration, p.28** Amend Article 27 as follows:

- Replace "July 1, 2016" with "July 1, 2019";
- Replace "June 30, 2019" with "June 30, 2022";
- Replace "January 1, 2019" with "January 1, 2022";
- Replace "February 21, 2019" with "February 21, 2022";
- Replace "July 1, 2019" with "July 1, 2022"

**9. Article 28, Reproduction of Agreement, p. 28**

[Amended FY20 – FY22]

**a. Eliminate the following:**

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

**b. Replace with:**

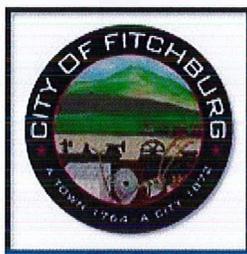
The City agrees to supply the Union with an electronic version of this Agreement. It shall be the Union's responsibility to disseminate the same to all of its membership. The City shall supply the Union with ten (10) printed copies of this Agreement.

**10. Article 30, Discipline, p. 28**

[Amended FY20 – FY22]

**Eliminate current language and replace with:**

Statements of counseling and reprimands may be kept in an employee's personnel file, however, statements of counseling may not be used for employment purposes (including but not limited to progressive discipline) after five (5) years from the date of issue and reprimands may not be used for employment purposes (including but not limited to progressive discipline) after ten (10) years from the date of issue, so long as it is not a violation of law.

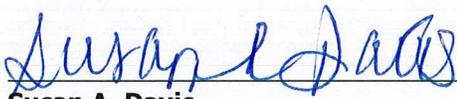


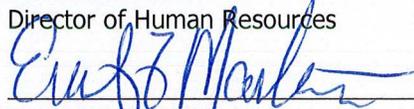
This Off the Record **Memorandum of Agreement** is subject to ratification by the Union membership and approval by the City of Fitchburg, MA, City Council. The ratified Agreement shall be subject to funding in accordance with M.G.L. c. 150E, §7.

In witness whereof, the Parties hereto set their hands and seals on this **27th** day of **November, 2019**.

**City of Fitchburg:**

  
\_\_\_\_\_  
**Mayor Stephen L. DiNatale**

  
\_\_\_\_\_  
**Susan A. Davis**  
Director of Human Resources

  
\_\_\_\_\_  
**Ernest F. Martineau**  
Chief of Police

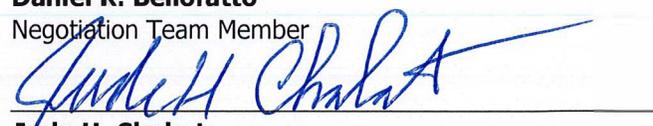
**Fitchburg Police Union:**

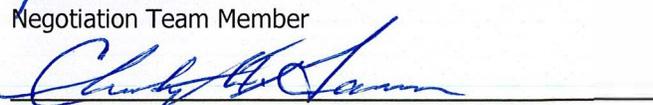
  
\_\_\_\_\_  
**Robert J. Raboin**  
President

  
\_\_\_\_\_  
**Antwain C. Tobin**  
Vice President

  
\_\_\_\_\_  
**Christopher K. Bellofatto**  
Secretary

  
\_\_\_\_\_  
**Daniel K. Bellofatto**  
Negotiation Team Member

  
\_\_\_\_\_  
**Jude H. Chabot**  
Negotiation Team Member

  
\_\_\_\_\_  
**Christopher T. Garcia**  
Negotiation Team, Alternate Member

