COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

CITY OF FITCHBURG, MA

AND THE

SERVICE EMPLOYEES INTERNATIONAL UNION

LOCAL 888

WASTEWATER TREATMENT FACILITIES

FISCAL YEARS

July 1, 2020 – June 30, 2021
July 1, 2021 – June 30, 2022
July 1, 2022 – June 30, 2023

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THIS CONTRACT SHALL COVER THE PERIOD FROM JULY 1, 2020 TO JUNE 30, 2023

PREAMBLE

This Agreement is entered into by the **City of Fitchburg, Massachusetts**, herein after referred to as the **"Municipal Employer"** or the **"City",** and the **Service Employees International Union, Local 888,** herein after 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 terms conditions of employment insofar as the same may be permissible by law.

ARTICLE 1
RECOGNITION

[Amended FY21 – FY23]

The Municipal Employer recognizes the Service Employees International Union (SEIU), Local 888 (hereinafter referred to as the Union), as the sole and exclusive representation for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment for the appropriate bargaining unit **Wastewater Treatment Facility** of the City of Fitchburg.

Successor Agreement:

Should the employer decide to enter into a public-private partnership for any or all components of the Wastewater Treatment Facility, the City will demand that the prospective Employer recognize SEIU/Local 888 as the exclusive representative of the employees there employed and to have said employees maintain all seniority and job security and the present or a comparable level of fringe benefits.
Said unit shall include the positions of the Senior Sanitary Engineering Aide, Lead Instrument Repairer, Equipment Repairer, Wastewater Operator, Senior Wastewater Operator, Lead Assistant Mechanic, Assistant Mechanic, Senior Instrument Repairer, Senior Equipment Repairer, Instrument Repairer-Electrical, Shipper/Receiver & Inventory Control Coordinator and Chemist.
The positions of Wastewater Administrations Coordinator, Senior Chemist, Deputy Commissioner of Wastewater, Chief Engineer, Chief Maintenance Engineer and Plant Superintendent shall be excluded from representation from said unit.

ARTICLE 2
EFFECTIVE DATE OF AGREEMENT

[Amended FY21 – FY23]

This Agreement shall be effective upon execution by the Parties for a period of July 1, 2020 through June 30, 2023 and thereafter for a successive one (1) year period unless one of the Parties hereto on or before the sixtieth (60th) day prior to such termination date or any subsequent termination thereafter, shall notify the Party hereto, in writing, via certified mail of its desire to modify, amend or terminate the same provided that if modification or amendment is desired, a copy will accompany said notice. This Agreement is subject to ratification by the Mayor and Union, as well as an appropriation by the City Council of sufficient funds for any cost increases associated with said Agreement. The City will provide ten (10) printed copies of the CBA to the Union upon completion, in addition to an executed digital copy.

ARTICLE 3
REOPENING PROVISIONS

In the event that any provision of this Agreement shall at any time be declared invalid by a court of competent and final jurisdiction, such decision shall not invalidate the entire agreement, it being the express intention of the parties hereto that all other provisions not so declared invalid, shall remain in full force and effect, and such provision or article so declared invalid shall be immediately opened for further negotiations by the parties hereto for the purpose of adjusting the same. In the event that any mandatory state or federal law shall be enacted after the effective of this Agreement which materially

changes the obligations of either party hereto, the affected Party shall have the option to reopen negotiations for the purpose of adjusting the same.

ARTICLE 4
MANAGEMENT MEETINGS

It being the intent and purpose of the Parties hereto to promote harmony between the City and its employees and to provide procedures for the prompt, peaceful and equitable adjustment of differences which may arise, the Union shall designate a standing committee of five (5) employees covered by this Agreement, which committee shall meet with Department officials from time to time at the request of either party, for the purposes of discussing matters within or outside the scope of this Agreement. The Mayor shall be notified of and shall have the right to attend such meetings.

Such meetings shall be held at a Department office, or at any other location by mutual agreement, at the convenience of both Parties, if possible within then (10) days from the date upon which such request is received. The Party requesting the meeting shall submit, at the time of request, an agenda of matters to be discussed to the other Party and to the Mayor.

ARTICLE 5
MANAGEMENT POWERS

Management powers reset solely and exclusively with the Municipal Employer. Nothing in this Agreement shall be interpreted as diminishing the right of the City to determine and to prescribe the methods and means by which its operation of the several departments shall be conducted, except as may otherwise be specifically provided for in this Agreement.

ARTICLE 6
DISCRIMINATION AND COERCION

[Amended FY18 – FY20]

The Parties agree that they shall not discriminate against any person because of gender, race, color, national origin, ancestry, religion, age, disability, genetics, military status, sexual orientation or gender identity and/or expression.

ARTICLE 7
BULLETIN BOARDS

The units shall be allowed the use of a bulletin board in the various employees' recreation areas for the posting of routine notices of unit business. It is agreed that it is improper to post denunciatory or inflammatory written material on such bulletin boards.

ARTICLE 8
UNIT REPRESENTATIVES

A written list of Union Stewards and/or Union Representatives shall be furnished to the City immediately after their designation. The Union shall notify the City of any subsequent changes to such list. There shall be no more than one (1) steward designated to represent each departmental division, i.e., East Plant Operators, West Plant Operators, Maintenance and Laboratory.

The steward in each respective division or in his/her absence, the president or his/her designee, shall be granted a reasonable amount of time off during work hours to investigate and settle grievances. The steward or his/her designee in his/her absence, shall be free to contact the Union president for purposes of information or direction in his/her attempts to settle any dispute which may arise.

ARTICLE 9
PAYROLL DEDUCTION FOR UNION DUES

[Amended FY18 – FY20]

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

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

Dues deducted by the City Treasurer in accordance with authorization cards, shall be in the amount of 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.

The bi-weekly dues check reflecting the deductions from employee's pay roll shall be forwarded to the Controller of the Service Employees International Union, Local 888, 25 Braintree Hill Office Park, Suite 306, Braintree, MA 02184.

The City agrees upon signing Agreement to provide a list of Union employees to the Union and will notify the local Union of changes, if the City is advised of changes.

ARTICLE 10
SENIORITY

It is the understanding of both the City and the Union that applicable Civil Service statutes, rules and regulations take precedence over City or departmental rules and regulations.

The length of service of an employee shall determine the seniority of an employee. In the event that Civil Service rules do not apply, the employee's length of service within the Wastewater Treatment Facilities shall be used to determine seniority, so long as no other employee's rights under Civil Service are compromised.

The principles of seniority and qualifications shall apply to all cases of promotion within the Bargaining Unit in accordance with Civil Service rules and laws.

Decreases of the work force, job reductions, lay-offs and recall shall be determined on a strict seniority basis within the proper Civil Service classification(s) in accordance with applicable Civil Service statutes, rules and regulations.

ARTICLE 11
CIVIL SERVICE

[Amended FY18 – FY20]

Effective May 30, 2018, the Parties agree to eliminate Civil Service from the hiring process and all matters of employment for all employees hired on or after such effective date. Employees currently within their required probationary period on said date shall be included with new employees.

The employees covered by this Agreement, as of May 30, 2018, shall retain their Civil Service and all rights accruing to them there under which are now in effect or may come into effect by subsequent amendment, in accordance with Chapter 31 of the General Laws of Massachusetts, other Civil Service Laws, rules and regulations.

The Employer and the Union shall recognize and adhere to all applicable state and federal laws and City ordinances, relative to seniority, promotions, transfers, discharges, removals, suspensions and other working conditions which the Parties hereto are required to obey. Except as hereinafter set forth, it is not the intent of the Parties to broaden the responsibilities of a party.

The Union reserves the right to represent employees, at their request, under any established procedure. Any employee who is a member of a bargaining unit and is not covered by any statute relative to the above matters shall have recourse to the grievance procedure established by this Agreement.

All other benefits and/or rights enjoyed by said employees which are not governed by City Ordinance or state Law which are not governed by City Ordinance or state Law which are not in conflict with these Agreements shall remain in full force and effect.

The City agrees to remove all disciplinary memoranda from an employee's personnel file after three (3) years, provided there is no recurrence or further disciplinary issues with said employee. This does not included performance evaluations or any other evaluation tool utilized by the department.

ARTICLE 12
RECLASSIFICATION OF UNION POSITIONS

[Amended FY18 – FY20]

The City agrees to supply the Union with copies of present job descriptions of the employees covered by this Agreement. In the event that any job description related to positions currently within the scope of the bargaining unit requires changes to be made, the City shall give the Union an opportunity to provide comments related to said changes prior to the posting of said job description.

ARTICLE 13
GRIEVANCE AND ARBITRATION PROCEDURES

[Amended FY18 – FY20]

Section 13.1 DEFINITION OF A GRIEVANCE

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

Section 13.2 TIME LIMITATIONS

Failure of the Union or the employee to process the grievance within the time limits indicated below at any step of the grievance procedure with the person to whom the grievance should be filed at that step, shall waive the grievance. No discipline shall be imposed without just cause.

Section 13.3 GRIEVANCE PROCEDURES

[Amended FY18 – FY20]

Step 1

The grievant, with or without the Union, shall be granted an informal conference with the employee's immediate supervisor and/or manager for which the work assignment originated.

Step 2

If the grievance is not resolved within five (5) working days after the aforementioned conference with the employee's supervisor and/or manager, the employee shall consult with a member of the Union's grievance committee, who shall reduce the alleged grievance, with a brief statement of the facts, to a written document, signed by the grievant and the union representative. A copy shall be submitted to the Deputy Commissioner and the Director of Human Resources.

Step 3

Within three (3) working days after Management receipt of the written grievance, a meeting shall be held between the Deputy Commissioner, the employee's management Supervisor, the aggrieved employee, and no more than two (2) representatives of the Union. Within five (5) working days after such meeting, the Deputy Commissioner shall provide a written decision to the employee. If no written decision is issued by the Deputy Commissioner, the grievance shall be deemed denied at Step 3.

Step 4

Should, by the end of the aforementioned five (5) working days, the grievance be unresolved, it shall be submitted within five (5) working days to the Mayor and/or his designee. The Mayor and/or his/her designee shall meet with the grievant and the Union representative (s) within seven (7) working days of receipt of the grievance. The Mayor and/or his/her designee shall have twenty-one (21) working days to issue a decision after said meeting. The time limitations and/or requirements in any part of the preceding steps may be extended by mutual agreement of the Parties.

Step 5

Should the grievance not be resolved at the end of the aforementioned ten (10) working day period, either Party shall have the right to submit the grievance to arbitration (American Arbitration Association), which shall be final and binding on all Parties. Notice of the intention of either Party to submit the matter to Arbitration must be submitted to the other Party within thirty (30) days from the date of the determination of the Mayor and/or his/her designee is due or the grievance shall be waived.

Section 13.4 ARBITRATION

If the Mayor's determination does not resolve the alleged grievance, is shall be referred to arbitration by either Party to the American Arbitration Association. Notice of the intention of either party to submit the matter to arbitration must be given to the other Party within thirty (30) days of the date the Mayor's determination of the grievance is due or the grievance shall be waived.

The expense of the arbitration proceedings shall be equally shared by both Parties. The Parties agree that the Union shall be represented by the President of the unit or his/her designee and a staff or legal representative from SEIU. If no such SEIU representative is available, the President shall designate another member of the bargaining unit to attend such proceedings. The Union President must notify the City within two (2) business days before the scheduled hearing date, in writing, to the General Manager or his/her designee, of this designated individual, as well as any witnesses the Union wishes to offer necessary testimony to the arbitrator so that the City may arrange for any interruption to the normal operation of the department. The City shall not limit the number of staff or legal representatives available to the Union. In case of emergency, the president may be replaced by his/her designee at any hearings with two (2) hours prior notice to the scheduled beginning of said hearing to the department with time to deal with any operational situations which may be necessary to accommodate such change.

The Parties shall attempt to agree on an arbitrator, however, if they fail to do so, an arbitrator will be chosen in accordance with the procedures of the American Arbitration Association. The Arbitrator shall have no power to modify or amend any of the terms of this Agreement nor shall s/he have the power to add or subtract language from the terms of this Agreement. If there is no specific language in the Agreement dealing with the matters referred to the Arbitrator, s/he shall be required to return the matter to the Parties without a decision. The Arbitrator shall have no power to issue a decision in violation of any of the state or federal laws.

The Arbitrator shall have no power to hear or render a decision concerning any matter subject to the jurisdiction of, or covered by the rules and regulations of, or laws pertaining to, the Civil Service Commission of the Commonwealth of Massachusetts. The Arbitrator shall have no power to render a decision concerning any matter subject to the jurisdiction

of, or covered by the rules and regulations of, a retirement boards as set forth by the laws of the Commonwealth of Massachusetts.

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

ARTICLE 14
HOURS OF WORK AND OVERTIME

[Amended FY21 – FY23]

Section 14.1 SHIFT SCHEDULES, WORK BREAKS AND MEAL PERIODS

The shift schedule(s) provided for below shall serve as a guideline but shall not constitute part of this Agreement and are not intended to bind the City to using said schedule(s).

The City may change the regular work schedule of all employees according to changing circumstances at the plants. However, except in emergencies, any proposed change shall be communicated to the Union at least fourteen (14) days prior to implementation. The Union shall have the right to comment on such schedule and to propose alternatives, however, such right shall not prevent the implementation of said schedule change without consent of the City.

A. Operators

- Operators shall work on a rotating swing shift schedule;
- Operators shall be allowed two (2) ten (10) minute work break periods and one (1) twenty (20) minute lunch/meal period during each eight (8) hour work period;
- Any operator taking a work break or lunch/meal period must do so at his/her work area or must arrange to have said work area covered by another operator during such absence;
- Operators may not leave the Wastewater Facilities during work or lunch/meal period breaks.

B. Maintenance Section

- Employees will normally work Monday through Friday, eight (8) hours per day, beginning at 7:00 AM and ending at 3:00 PM.
- Employees will be allowed a fifteen (15) minute work break in the morning and a twenty (20) minute lunch/meal period break during each eight (8) hour work period.

C. Laboratory Chemists, Sanitary Engineering Aides *[Amended FY21 – FY23]*

- Employees will normally work eight (8) hours per day, beginning at 7:00 AM and ending at 3:00 PM.

Any employee shall be allowed to leave the plant for up to thirty (30) minutes to obtain food, when requested to stay over after shift for over two (2) hours.

All parties agree that there will be staffing minimums as follows:

- A staffing minimum of one (1) Senior Wastewater Operator and two (2) Wastewater Operators on the 6:00AM to 2:00PM shift;
- A staffing minimum of one (1) Senior Wastewater Operator and one (1) Wastewater Operator on the 2:00PM to 10:00PM shift;
- A staffing minimum of one (1) Senior Wastewater Operator on the 10:00PM to 6:00AM shift.

The City recognizes the importance of safety during Single Employee Coverage and allows for any emergency call-ins to be at the discretion of the Senior Wastewater Operator, under the authority and review of the Plant Superintendent, as provided for within Wastewater Division Policy.

Section 14.2 SHIFT SWAPS

Shift swaps may be allowed if a written request is made and approved, so long as there is no resultant additional cost to the City.

Section 14.3 OVERTIME *[Amended FY18 – FY20]*

Section 14.3.1 ASSIGNMENT AND DISTRIBUTION *[Amended FY18 – FY20]*

A. Subdivision Distribution

Overtime will be distributed first to the employee with the lowest amount of overtime hours, so long as s/he is qualified within the following subdivisions:

JOB CLASSIFICATIONS BY SUBDIVISION			
Maintenance Subdivision A	**Maintenance Subdivision B**	**Laboratory**	**Operations**
• Lead Assistant Mechanic • Assistant Mechanic • Shipper/Receiver • Equipment Repairer • SR. Equipment Repairer	• SR. Instrument Repairer • Electrical • Lead Instrument Repairer	• Sanitary Engineering Aide • SR. Sanitary Engineering Aide • Chemist	• Operator • SR. Operator

Job Classifications do not normally crossover to other subdivisions. Rotating weekly shift schedule staffing and overtime duties take priority for overtime distribution in related subdivisions. Crossovers between subdivisions can, however, occur during rotating weekly shift assignments, duties and workdays, as determined by Management.
Therefore, during Vacation, Sick Leave, and/or Holidays: within the Operations subdivision, rotating weekly shift schedule staffing practices shall adequately staff the operations of the plant 24/7, including all required crossover duties.

When an Operator's shift needs to filled, all eligible Operators shall be asked first to equalize overtime. A Senior Operator may be selected and used to fill in during an Operator's shift following the same overtime equalization for Senior Operators, provided that Operators were not available from their overtime pool to fill the shift.

Provisions in this Agreement related to overtime due to snow plowing are provided for in *Article 15, Call in Procedure.*

B. Eligibility

Employees refusing overtime when called shall have the refusal recorded as hours worked for fair distribution purposes.

Overtime eligibility shall normally be calculated on a weekly basis whenever possible to provide fair equalization. In addition, the person with the next overtime eligibility at the beginning of a new distribution period shall work no more than two (2) shifts unless be necessity due to the unavailability of other eligible personnel.

Mandatory Overtime

Overtime may be required if the voluntary overtime list is exhausted and an emergency situation exists. An emergency shall be defined as a direct hazard or danger to the lives and safety of the employees working at the plant and/or immediate danger of damage to the plant and equipment used therein. An emergency may also include a violation of "discharge regulations" so called, after the plant in question has achieved compliance on a routine basis.

Section 14.3.2 OVERTIME COMPENSATION

A. All employees, with the *exception of Operators and Sanitary Aides*, shall receive compensation for overtime as follows:

- Overtime shall be paid at one and one – half (1½) times the regular rate of pay for all work performed:
  - In excess of eight (8) hours;
  - On scheduled days off;
  - In excess of forty (40) hours
- An employee who works on Sundays shall be paid double time his/her regular rate of pay.

B. Operators and Sanitary Aides shall receive compensation for overtime as follows:

- Overtime shall be paid at one and one – half (1½) times the regular rate of pay for all work performed:
  - In excess of eight (8) hours;
  - On scheduled days off
- Double time will be paid when an Operator works the last scheduled day off of a given pay period.

Section 14.3.3 COMPENSATORY TIME

An hourly employee may choose to receive compensatory time off in lieu of receiving monetary compensation for overtime worked. Compensatory time shall be limited to no more than five (5) days per year and any accumulated time must be used prior to December 31st each year. The employee must authorize, by notation and signature on his/her timecard that such overtime is to be placed in the employee's "comp time" account. The City shall post compensatory balances along with the monthly time off summaries.

Utilization of compensatory time by employees will be treated by the City as any other time off request. Compensatory time shall be granted in time units of two (2) hours or more.

An employee choosing compensatory time shall be granted sixteen (16) hours of future time off for eight (8) hours worked at double time and twelve (12) hours future time off for eight (8) hours worked at time and one half (1½).

ARTICLE 15
CALL IN PROCEDURE

The call in procedure as outlined in *Article 14, section 14.3.1,* with the exception of snow plowing, shall remain in full force and effect during the life of this Agreement.

The call in procedure for snow removal/plowing shall be as follows:

A. East Plant

1. The Assistant Mechanic shall be called first. If s/he is unavailable or unable to be reached, call ins shall be made in the following order:
   - Any other eligible and qualified person from the Maintenance Department, including the Clerk/Storekeeper, Shipper/Receiver and Inventory Control Coordinator with a CDL (Commercial Driver's License);
   - Any eligible and qualified Operator with a CDL.

If no one with a CDL is available, follow Step 1 for qualified individuals to plow using the department pick-up truck. The pick-up truck will be used as a means to keep the roads open and passable. If the snowfall is expected to last, requiring continued plowing, Step 1 shall be repeated until a truck driver can be contacted.

Anyone called in for plowing duties will be paid in accordance with *Article 16, Section 16.5, Reporting to Work Pay,* and may be required to remain for the full four (4) hours call in to assist in other snow removal duties if conditions warrant.

Article 15, Call in Procedure, continued:

Maintenance personnel will be responsible to clear driveways, roadways and walkways to buildings and processes. Operations will be responsible to clear all walkways and areas associated with given process (Aeration basin walkway between basins, clarifier walkways, etc.) The call in procedure shall be as described in this Article. If snow fall warrants a second individual to assist with the clearing of walkways, the Maintenance Engineer, or in his/her absence, the Plant Superintendent or Chief Engineer, shall be notified for approval prior to the call in.

B. West Plant

1. The Senior Equipment Repairer will be called first. If s/he is unavailable or unable to be reached, Step 1 for the East Plant shall be followed. If needed, Operators will be allowed to utilize the department pick-up truck for the purpose of keeping the plant roads open and passable.

ARTICLE 16
WAGES AND COMPENSATION

[Amended FY21 – FY23]

Section 16.1 HIGHER CLASSIFICATION PAY *{Added FY18 – FY20}*

At any such time that an employee covered by this Agreement fills a temporary vacancy in accordance with the provisions of Article 28, Vacancies, Section 28.4, Temporary Vacancies, contained within this Agreement, s/he shall receive compensation at the Grade level of such vacancy and at the same Step that the employee is currently paid in his/her regular position. However, any time off (vacation, personal, etc.) during such period of coverage shall be paid at the employee's regular position/job and rate.

If, with the permission of the applicable and appropriate supervisor, an employee performs a job at a higher grade and the employee performs said duties for a minimum of four (4) hours, the employee shall be compensated at the grade of the absent employee and/or vacant position and the coverage employee's current step. Notwithstanding the above, vacancies and promotions shall not conflict with or violate Civil Service laws, rules and regulations.

Section 16.2 LONGEVITY *[Amended FY18 – FY20]*

A. Eligibility

- Employees hired on or after May 30, 2018 (the effective date of this Agreement) shall not be eligible to receive longevity awards;
- Eligible employees, hired prior to May 30, 2018, shall continue to receive longevity awards, as per the schedule below. Payments shall be made to such employees on an annual basis, prior to June 30th of each year;
- Longevity awards are made to recognize years of service, which shall be calculated at the commencement of the applicable fiscal year.

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

B. Retiring Employees

- Longevity payments shall be prorated on a weekly basis for those persons who are retiring and who have submitted retirement papers.
- Any employee whose anniversary date falls after the commencement of the fiscal year, in a year in which s/he would have been eligible to receive longevity for the first time or an increase thereof if his/her anniversary date was prior to the commencement of the applicable fiscal year, shall receive the following percentage of longevity pay or increase thereof, based upon the scale listed below:

Anniversary Date	Percentage of Longevity Pay and/or Increase
July 2nd through September 30th	75%
October 1st through December 31st	50%
January 1st through March 31st	25%
April 1st through 1 June 30th	0%

Section 16.3 OTHER WAGE PROVISIONS *[Amended FY21 – FY23]*

A. Direct Deposit

Effective July 1, 2015, all employees covered by this Agreement are required to enroll in direct deposit for payroll processing requirements. When the City upgrades the MUNIS and/or similar payroll system, the Parties shall meet to bargain the implementation of an electronic/online or card swipe time management system for all members.

B. Step Increases

Step increases, if earned, shall be given every two (2) years on July 1, off odd numbered calendar years (July 2017, July 2019, etc.) Step increases for steps 1 – 3, if earned, will be given yearly in accordance with **Appendix A**. New employees, hired on or before June 30 of even numbered calendar years shall be eligible for a step increase the following year.

Example:

- Employees hired between July 1, 2017 and June 30, 2018, shall not be eligible for a step increase until July 1, 2019, and then every two (2) years thereafter.

New employees between July 1 of even numbered calendar years and June 30 of odd numbered calendar years shall be eligible for their first step increase the following July, which will be an even numbered calendar year.

Example:

- Employees hired between July 1, 2018 and June 30, 2019, shall not be eligible for a step increase until July 1, 2020. They will then be eligible for a second step the following year, July 1, 2021 in order to be phased in to the next step cycle.

C. Recruitment of Employees

- The City may, with the approval of the Mayor, permit the recruitment of employees at a rate above Step 1 of the job group salary range for the grade concerned but not to exceed Step 5, provided however, the City shall have first determined upon request of the appointing authority, that the vacant position cannot be filled at the lowest step. Recruitment of employees under this condition shall remain in effect until the position is filled but no longer than one (1) year unless renewed in a like manner.

Bargaining Unit members covered by this Agreement, in the same employment position as the employee recruited, who are currently in Steps below the rate of the newly hired employee, shall be considered for a Step Increase equivalent to the same step as the new employee, provided that the current employee has the same and/or equivalent combination of qualifications, education, and experience as the newly hired employee. It is understood that the determination of qualifications shall be at the discretion of the City, and in making said determination the City shall place greater emphasis on qualifications, as opposed to seniority or total number of years' experience. The final decision related to compensation for new hires shall be at the discretion of the City.

Section 16.4 PROMOTIONS/DEMOTIONS

[Amended FY18 – FY20]

Employees who are promoted to a job title in a higher pay grade than their current grade shall have their pay rate adjusted to a step in the new grade by applying a one (1) step increase in their current grade (projected if the employee being promoted is at the maximum step in the current grade) and then "slotting" that value to the closest step in the new pay grade where the value is not lower.

- This promotion process does not apply to employees at steps one through three in their current step. Employees currently in steps one through three would be promoted to step 1 in the new grade;
- Employees in steps four through eleven in their current grade shall in no case be promoted to a step in the new grade that is more (meaning lower on the matrix) than two (2) steps below the employee's step in the current grade (prior to the promotion).

Rates and grades used in examples below are from the FY15 – FY17 wage matrix and current as of 06.30.2017.

Example #1:

A WW8 Equipment Repairer in step ten (10) with a current wage rate of $26.78, on or about 07.01.2017, is promoted to WW14, Senior Equipment Repairer. The wage rate would be calculated as follows:

1. **Step 1**
   Adjust wage by advancing the employee one step on the current grade, from step ten (10) to step eleven (11), which on or about 07.01.2017 would result in an hourly wage rate of $27.58.

2. **Step 2**
   This adjusted Promotion step 1 wage rate would then be slotted to the closest pay rate in the new grade which is equal to or greater than the pay rate for the advanced step in the employee's old grade. At the new grade (WW14) this would yield a wage rate of $28.09 in Step 3 of WW14 (4.89% higher than starting Grade/Step hourly rate).

3. **Step 3**
   Given the additional provision that a person at a Step 4 or higher Step in the current grade being advanced, would not drop to a Step in the new grade that is more than two steps below his current (pre-promotion) Step, the employee is moved to Step eight (8) of grade WW14 with a pay rate of $33.05 effective from the first pay period of the promotion (23.41% higher than starting Grade/Step hourly rate).

Example #2:

A WW4 Assistant Mechanic in step three (3), in the pay scale rate beginning June 30, 2017, with a current pay scale of $19.39 is promoted to WW8 Equipment Repairer. The employee's pay scale would be calculated as follows:

1. **Step 1**
   - Unlike the promotion procedure for employees at Steps 4 or higher on the matrix prior to the promotion, employees at Steps 3 or lower do not follow the "add a step" and "rate slot" procedure;
   - Promoted employees, at Steps 3 or lower in their current grade when promoted, are adjusted to Step 1 in the new grade;

- As a result, a WW4 Assistant Mechanic in Step three (3), when promoted to a WW8 Equipment Repairer position, would be adjusted to the Step one (1) pay rate in grade WW8 at $20.41 (5.26% higher than starting Grade/Step hourly rate).

Section 16.5 REPORTING TO WORK PAY *[Amended FY18 – FY20]*

1. An employee who reports to work at his/her regular starting time and who has not been given at least twelve (12) hours' advance notice not to report to work, shall receive a minimum of four (4) hours' straight time pay. If held to work over four (4) hours, the employee will be paid for actual time worked.
2. An employee retained on duty at the expiration of his/her regularly scheduled shift or any employee who is called to work before his/her regularly scheduled shift shall be paid one and one-half (1½) times his/her base rate of pay for such overtime hours worked.
   If, however, an employee is not given at least eight (8) hours' notice to report for work early, the employee shall be paid under the provisions of Paragraph 3.
3. An employee recalled to work by the City during regularly scheduled time off, other than as provided for above, shall be paid as follows:
   - Sundays and holidays for employees who work Monday through Friday, and the scheduled last day off for others, shall be paid two (2) times their base rate but in no case less than four (4) hours at such rate;
   - Other days for hours worked as described herein shall be paid at one and one-half (1½) times the employee's base rate but in no case less than four (4) hours at such rate.
4. When an employee is called in pursuant to paragraph 3, s/he shall be informed of the work expected of him/her during said call-in, and s/he shall be released from duty once it is completed, unless am emergency situation arises in the opinion of the person in charge. In no case shall the employee be paid for more than one call back during a three (3) hour period unless the subsequent call back is due to an unrelated equipment failure.
5. According to the following guidelines, an employee who is utilizing time off as categorized below shall be ineligible for overtime, unless the overtime pool for his/her division has been exhausted:
   a. Sick Leave: An employee is ineligible for overtime for the twenty-four (24) hour period starting at the beginning of each shift called in or shift left from.
   b. Personal and Compensatory Time: An employee is ineligible for overtime on a day in which the employee has utilized eight (8) or more consecutive hours of such time.
   c. Vacation Leave: If the employee utilizes more than eight (8) consecutive hours as vacation time, s/he is ineligible for overtime from the end of the last scheduled shift prior to the beginning of said vacation time to the start of the employee's next scheduled shift following the end of said vacation time.
   d. Maintenance work week starts on Monday and ends on Friday each week.

Section 16.6 WAGES *[Amended FY21 – FY23]*

a. Effective July 1, 2020, hourly wages shall increase by 0.5%;
b. Effective July 1, 2021, hourly wages shall increase by 1%;
c. Effective January 1, 2022,, hourly wages shall increase by 1% and
d. Effective July 1, 2022, hourly wages shall increase by 2%.

Matrix Pay Rate Scale Adjustments

The salary matrix shall be adjusted such that the bottom two steps shall be removed and replaced with 2 new steps. The previous step three shall be equal to the new step one, the previous step 10 shall become the new step 8 and a new Step 10 and Step 11 have been added.

Those employees currently employed by the City as of the signing of this Memorandum of Agreement (MOA), who are in either Step 1 or Step 2 of the "old" matrix shall have their pay adjusted to Step 1 of the "new" matrix. Employees as Steps 3 – 10 in the "old" matrix shall be adjusted two steps back in the "new" matrix. The result of the adjustment shall not result

in a loss of hourly wage. As an example, an employee currently classified as a Step 5 in the "old" matrix shall now be a Step 3 in the "new" matrix.

All employees' current steps have been renumbered accordingly. The schedule for employee step increases shall remain unchanged. Wages will be retroactive to July 1, 2020, unless specifically provided for.

ARTICLE 17
APPROVAL FOR TIME OFF

[Amended FY21 – FY23]

The use of vacation, personal and compensatory time and shift swaps shall require prior approval from the employee's designated supervisor or the employee shall be considered absent without permission and may be ineligible for compensation and subject to appropriate discipline. Employees must submit requests for time off as provided for below:

a. Employee members must submit a written request to his/her supervisor twenty-four (24) hours in advance of such time in order to utilize a full day of accrued time, to include vacation, personal or compensatory time. Due to the staffing requirements of the Division, only one (1) employee in each job classification (Senior Wastewater Operator, Wastewater Operator, Equipment Repairer, Mechanic, Instrumentation and Lab Personnel) per shift shall be granted such time off. Such time off shall be approved based upon the order of receipt of such requests.

A Treatment Operations employee seeking to use personal time or vacation time shall adhere to the following sequence and procedure:

a. No less than four (4) hours prior to the start of the scheduled work shift, Treatment Operations shall notify and make a personal leave request to the on shift Senior Wastewater Operator, via phone call to the Treatment Plant Main Operations phone. The Senior Wastewater Operator will fill out a Time off Authorization Form and using the Treatment Plant Main Operations phone, call the Superintendent to report the personal time off request.

b. Treatment Operations employees who do not comply with this procedure will be denied the use of personal time or vacation time, and shall be charged sick time, or as unpaid, unexcused leave. Under these circumstances, if Management deems that the extenuating circumstances existed that prevented the Treatment Operations employee from complying with the above procedure, Management reserves the right to re - designate "sick time", or "unpaid, unexcused leave" as either "personal time" or as "vacation time", at the employee's preferred form of accrued time.

c. All requests for time off which exceed two (2) days shall be in accordance with Article 19, Section 19.8, Vacation. Due to the staffing requirements of the Division, only one (1) employee in each job classification (Senior Wastewater

Operator, Wastewater Operator, Equipment Repairer, Mechanic, Instrumentation and Lab Personnel) per shift shall be granted such time off. Such time off shall be approved based upon seniority.

d. All other time off shall be considered sick leave and shall be in accordance with Article 19, Section 19.6, Sick Leave.

e. Employees covered by this Agreement seeking to "swap" a shift must submit a twenty-four (24) hour advance written request to his/her supervisor prior to arranging such a shift swap for scheduled shifts.

ARTICLE 18
HOLIDAYS

[Amended FY21 – FY23]

Section 18.1 **PAID HOLIDAYS** *[Amended FY21 – FY23]*

The following days shall be considered paid holidays, on the date of observance designated by the Mayor. Any day declared by the Mayor or the Governor of the Commonwealth, by official proclamation as a holiday, shall be considered a paid holiday.

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

Section 18.2 **HOLIDAY PAY**

- Holiday pay shall be one day's pay computed at one fifth (1/5) of a week's pay at straight time rate. If a holiday occurs within an employee's vacation period, s/he shall receive an additional paid day of vacation;
- An employee required to work on a holiday shall receive, in addition to his/her regular holiday pay, an amount equal to twice his/her regular rate of pay for all hours worked;
- Employees who call out sick on the last scheduled day before or on the scheduled day immediately following the holiday may be required to provide a written doctor's note in order to receive sick time pay.

Example: For a Monday holiday, those employees scheduled to work Monday through Friday the week prior to the holiday may be required to provide a doctor's note in order to receive sick pay for Friday preceding the holiday or for the Tuesday immediately following the holiday. Employees scheduled to work the weekend may be required to provide a doctor's note in order to receive sick pay for the Sunday immediately preceding the holiday or for the Tuesday immediately following the holiday.

ARTICLE 19
LEAVES OF ABSENCE

[Amended FY18 – FY20]

Section 19.1 **BEREAVEMENT**

In the event of death of an immediate family member of an employee covered by this Agreement, s/he shall be entitled to a reasonable period of leave from his/her regularly scheduled duties for the purposes of attending funeral services or arranging burial.
Immediate family shall be defined as the parent, spouse, brother, sister, daughter, son, a grandparent on either of the employee's family, grandchild, father-in-law, mother-in law, sister-in-law, brother-in-law, stepchild, niece or nephew of an employee or any one residing with the employee's household.

Up to three (3) days of said leave may be granted without loss of pay and shall not be charged against the employee's accrued leave balances. Unless special conditions exist, said leave shall be restricted to the period beginning with the day of death and ending with the day of the funeral.

In the event of the death of an aunt or uncle of an employee, s/he shall be granted a day off to attend the funeral.

In the event of the death of an employee or retiree of the department, three (3) members of the department shall be granted leave to attend the funeral.

For the purposes of this Article, a day shall be defined as follows:

- West Plant: Shall be the twenty-four (24) hour period from 7:00 AM to 7:00 PM;
- East Plant: Shall be the twenty-four (24) hour period from 6:00 AM to 6:00 PM.

Section 19.2 FAMILY MEDICAL LEAVE ACT (FMLA) *{Added FY18 – FY20}*

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

Section 19.3 JURY DUTY

The Municipal Employer shall pay any employee covered by this Agreement who is absent from work due to jury duty the difference between his/her regular straight time rate of pay and the payment received for jury service, upon presentation of proper evidence of such service and the amount of compensation for said service.

Section 19.4 MILITARY LEAVE *[Amended FY18 – FY20]*

The City agrees to fully comply and cooperate with all local, state and federal laws related to military leave.

Section 19.5 PARENTAL LEAVE ACT *{Added FY18 – FY20}*

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

Both men and women are entitled to Parental Leave, provided the following:

- Such Leave shall apply to employees, classified as full time and benefited only and who have completed at least three (3) months of her/his required probationary period;
- Such Leave shall be unpaid, unless the employee chooses to use accrued personal, sick or vacation leave;
- Said employee must provide a two (2) week notice of departure seeking such Parental Leave and the employee's intention to return or as soon as is practicable if a delay is due to reasons beyond the employee's control;
- Should two (2) employees of the City give birth to or adopt the same child, the two (2) employees are entitled to an aggregate of eight (8) weeks' leave;
- Parental Leave shall run concurrently with the Family Medical Leave Act (FMLA);
- The City shall comply with all local, state and federal laws related to the Parental Leave Act.

Section 19.6 SICK LEAVE *[Amended FY18 – FY20]*

Section 19.6.1 ACCUMULATION AND UTILIZATION

A. ACCUMULATION

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

B. UTILIZATION

1. Sick Leave may be utilized by members of the bargaining unit so long as the employee notifies the designated individual in charge of the facility where the employee works.
2. A doctor's note/certificate, obtained at the expense of the employee, may be required by a department head if abuse is suspected and a written warning has been issued in accordance with the procedure set forth below.
3. A doctor's note/certificate may also be required from an employee before returning to work any time an employee is absent for five (5) or consecutive days.
4. Sick time shall be charged against an employee's accrued sick leave balance as follows:
   - **a.** A sick day granted on a regular eight (8) hour workday or a ten and one-half (10½) workday shall be charged as one (1) sick leave day;
   - **b.** A sick day granted on a twelve (12) hour workday shall be charged as one and one-half (1½) days of sick leave.
   - **c.** A sick day granted on a twelve (12) hour Sunday shall be charged as two (2) sick days.

C. DISCIPLINARY ACTION

Whenever a department head reasonably suspects an employee of abusing sick leave, s/he shall issue a verbal warning to said employee. Documentation of such oral warning shall be placed in the employee's personnel file.

If a department head reasonably suspects an employee is abusing sick leave and the employee has received a verbal warning within the preceding twelve (12) months, the department head shall issue a written warning to said employee stating the grounds for the alleged abuse. The warning shall be placed in the employee's personnel file. Such written warning shall include a statement that abuse of sick leave is suspected. The next sick leave by said employee may require the employee to obtain a doctor's note, verifying such leave, at the expense of the employee.

The employee has the right to respond in writing to any such written warning and said response shall be included in the employee's personnel file.

The warning procedure set forth herein shall not be subject to the grievance and arbitration procedure as provided for in this Agreement.

Section 19.6.2 SICK LEAVE PERSONAL DAYS

A. ACCRUAL

1. Employees who do not use sick leave shall be granted four (4) hours of personal time for each calendar month said employees do not use sick time.
2. Employees who do not use sick leave for six (6) consecutive calendar months shall accrue one (1) additional bonus personal day.
3. Such personal time shall be cumulative to twenty (20) days (one hundred sixty hours).

B. UTILIZATION

1. Personal time may be utilized in increments of four (4) hours or more.
2. On a case by case basis, personal time may be utilized in increments of two (2) hours or more so long as the time is at the beginning or end of the employee's shift and has been approved by the employee's supervisor.

C. BUYBACK

1. Current Employees

- An employee who does not use sick leave for twelve (12) consecutive months shall be entitled, at the end of the twelfth (12th) consecutive month, to either buy back one (1) additional week's pay plus one (1) personal day at the employee's base rate of pay or the total of his/her accumulated personal time.
- An employee electing to receive the one week's pay shall not accumulate personal time as aforesaid.

2. Retirement or Death of Employee

Upon an employee's retirement or death, the City agrees to pay the employee, the employee's spouse, designated beneficiary, next of kin or estate, in that order unless otherwise specified in writing by said employee. The aforementioned employee shall be paid for all unused sick leave at a rate of Thirty Dollars ($30) per day, however, in no case shall the City's obligation exceed more than Ten Thousand Dollars ($10,000).

Application must be made within six (6) months of death or retirement to be eligible for said payment.

Section 19.6.3 SICK LEAVE BANK

A. ESTABLISHMENT

1. The Parties agreed to cooperate in and establish a Sick Leave Bank, effective July 1, 1996. Such Bank was established with the following guidelines:
- The Bank shall require a minimum of fifty (75) contributed days in order to be activated;
- The Bank will be funded by a contribution of available Sick Leave days from members of the Bargaining unit who are eligible and willing to participate in the Bank;
- Each eligible member who chooses to participate shall initially contribute three (3) days of his/her accumulated Sick Leave;
- If the minimum number of required contributed days is not achieved after the initial contribution and thereafter, each participating member shall then contribute an equal number of days until the required minimum number of days has been achieved;
- The total number of days held in reserve in the Sick Bank shall not exceed three hundred (300) days.

B. MEMBER PARTICIPATION REQUIREMENTS

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

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

C. ADMINISTRATION OF BANK AND TERMS OF EMPLOYEE UTILIZATION *[Amended FY18 – FY20]*

1. The Bank shall be administered by a committee of two (2) representatives appointed by the City and two (2) representatives appointed by the Union to serve a one (1) year term.

2. The Committee shall consider the eligibility of members who shall be able to draw from the Bank. Any decision of the Committee is final and binding and not subject to the grievance procedure;
3. The following criteria shall be used by the Sick Leave Bank Committee to determine the eligibility of a member to draw from the Bank and to determine the amount of Sick Leave time granted:
    - Member must have completely exhausted all accrued sick, personal and vacation leave;
    - Member must submit, in writing, competent and timely evidence that a request for Sick Leave Bank days is necessary to benefit the member who suffers from uncommon, life-threatening or serious and lengthy illness;
    - A member's prior utilization of Sick Leave shall be examined in detail;
    - There shall be no use of Sick Bank days for a member receiving Worker's Compensation and/or Disability benefits;
    - Employee members who donate to the sick bank shall not forfeit the accrual of personal time, as specified in the Personal Days section of this Article.
4. Upon compliance with the foregoing criteria, the Committee may issue a grant of leave time days from the Bank of no more than one hundred (100) days in any twelve (12) month period.
5. The Bank shall maintain a minimum of seventy-five (75) days in reserve. Should the number of days fall below seventy-five (75), each participating member shall be required to contribute additional days in accordance with Section 19.6.3, Paragraph (A). However, the total number of days held in reserve shall not exceed three hundred (300).

Section 19.6.4 FAMILY SICK TIME

Up to five (5) days sick leave per year may be charged against an employee's available Sick Leave for the purpose of caring for members of his/her immediate family due to illness. For purposes of this Article, immediate family shall be defined as husband, wife and children under the age of eighteen (18) residing at home. Use of Sick Leave under this provision shall preclude an employee from earning bonus personal days. The City may require a doctor's note to confirm such illness.

Section 19.7 SPECIAL LEAVE

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

1. Oral and written examinations required by state or Civil Service for promotion or reclassification within the employee's department;
2. Physical examination conducted by Civil Service pertaining to the employee's department;
3. Retirement physical examinations;
4. Appeal hearings conducted by state or Civil Service in which the employee is an interested party;
5. Hearings in Department of Industrial Accident (DIA) cases in which the employee is the injured party or is summoned as a witness therein. Any witness fees received by such employee shall be refunded to the City;
6. Time off may be given, without pay, at the discretion and written approval of the Deputy Commissioner of Wastewater Division.

Section 19.8 VACATION

[Amended FY18 – FY20]

A. ACCRUAL AND ELIGIBILITY

1. When employees first become employed by the City of Fitchburg, they are eligible for vacation after six (6) months of employment (or at the end of their probationary period, whichever is longer) on their anniversary date based on the month in which they were hired, as listed below. This includes the assumption that the employee will work through the end of the calendar year.

2. Employees become eligible for the next vacation increment level on the anniversary date of the current year if the hire date falls between January and June of that year. If the hire date falls between July and December, the employee will eligible for the additional week on the January 1 of the following year in which his/her anniversary occurs.

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

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

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

B. REQUEST, APPROVAL AND UTILIZATION *[Amended FY18 – FY20]*

As summer and winter holidays and end of calendar year vacations are highly sought after vacation periods, the Union acknowledges the importance and necessity of the City's ability to ensure and maintain proper staffing levels in order to comply with state and federal regulations and the NPDES Permit performance requirements.

As such, bargaining unit members and the City shall comply with the following vacation request policy and procedure:

Vacation Period	Vacation Request Submission
Memorial Day – Labor Day	On or before May 1st
Thanksgiving Day – New Year's Eve	On or before November 1st

1. All vacation requests must be submitted in writing.
2. Preference for requests received on or before May 1st or November 1st, respectively, shall be given by departmental seniority (i.e.: Operations, Maintenance Subdivision A, Maintenance Subdivision B and Laboratory).
3. Vacation requests received after May 1st and November 1st, respectively, shall be given a good faith effort for accommodation, however, granting of said requests shall be at the discretion of management, as facility work and scheduling may permit.
4. Vacation requests received after May 1st and November 1st, respectively, shall not be given seniority based preference.
5. Employees shall attempt to resolve scheduling conflicts by mutual agreement.
6. Vacation requests must be at a minimum or four (4) hours or more.
7. The Deputy Commissioner shall have sole discretion and approval authority in granting vacation requests.

8. Any vacation request, made in compliance with the procedure set forth above, which is denied shall be responded to in writing listing reasons for such denial.
9. In those cases in which the Deputy Commissioner deems an emergency nature, s/he may change an approved vacation, however, in such case, the City will reimburse the employee for any expenses justifiable incurred in reliance upon said approval.

C. BUYBACK AND CARRYOVER

1. An employee who has been employed with the City for five (5) or more consecutive years shall be allowed, in each calendar year, to exchange up to two (2) week's (10 days) of pay at his/her current base rate, for up to ten (10) accrued vacation days, provided the employee has three (3) weeks of vacation as of January 1st of the calendar year in which s/he wishes to exchange the aforementioned weeks. Employees employed for less than five (5) years shall be allowed, in each calendar year, to exchange up to one (1) week's pay (5 work days) for up to five (5) accrued vacation days.
2. Vacation weeks must be taken in the calendar year in which they are earned except that, an employee may carry forward one (1) week of vacation from a previous year provided, however, that s/he takes such vacation week together with no more than two (2) weeks of his/her vacation earned in the next calendar year at one time. Department Heads may, with the approval of the Mayor, allow the one (1) carryover week to be taken in some other manner if the needs of the Department permit.

This revised vacation matrix/schedule is effective with the execution of this Agreement (May 30, 2018) and shall not be applied retroactively to any employee's current vacation leave.

ARTICLE 20
HEALTH AND WELFARE

[Amended FY18 – FY20]

Section 20.1 EXAMINATION BY PHYSICIAN DURING DISABILITY

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

Section 20.2 EXTREMES OF WEATHER

Recognizing the importance of protecting the health and safety of its employees, the Municipal Employer will take all reasonable measures to provide such protection within the normal framework of the activity in question.

Section 20.3 HEALTH AND LIFE INSURANCE

[Amended FY18 – FY20]

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

1. Medical Insurance, either Blue Cross/Blue Shield with options of Blue Care Elect, Blue Choice, HMO Blue or other similar insurance plans.
2. Life Insurance in the amount of fifteen thousand dollars ($15,000).
3. The City currently offers the following programs and voluntary benefits available through payroll deduction. Premium costs for such benefits shall be paid by the employee at one hundred percent (100%). Current insurance products include accidental, cancer, critical illness, dental, life, maternity disability, medical bridge, short and long term disability. Providers and voluntary product offerings are subject to change.

Section 20.4 INJURED EMPLOYEES

1. Any employee suffering an injury in the course of his/her employment and is forced to leave the job site because of such injury will be paid to the end of the shift.
2. An injury and/or accident report shall be completed as soon as reasonably but no later than forty-eight (48) hours from the time of the injury and/or accident. Such report shall be signed, copied and verified by a witness and shall contain the actual facts and circumstances surrounding said accident and/or injury.

Section 20.5 MISCELLANEOUS PROVISIONS

1. The City agrees to have the drinking water tested at each of the plants annually, with drinkability results posted. In the event that this water does not pass such testing, the City shall provide bottled water.
2. The City will supply each Wastewater plant with one (1) cell phone to be used during periods of single employee coverage and for emergency use only. The phone shall be available to the Senior Operator on duty.

Section 20.6 MODIFIED/LIGHT DUTY *{Added FY18 – FY20}*

The City and Union have agreed to implement a modified and/or light duty policy. The provisions of said policy are as follows:

1. The terms and provisions of the within modified duty policy will not alter, modify, supersede or exempt the City's statutory rights and obligations.
2. The City reserves the right to modify this policy at the City's sole discretion. The City will provide the Union with advance notice of any proposed modifications. The Union may request in writing to bargain over such proposed changes within 10 calendar days. Otherwise, the City may modify this policy as indicated.
3. Modified duty assignments are intended as temporary in nature, and are provided as alternative work assignments where an employee's physician indicates in writing that the employee is unable to return to said employee's regular position and/or normal duties due to a work-related and non-work related injury.
4. The treating physician's statement is required when requested by the City and therefore will be used to determine suitability for available modified duty assignments, including hours, limitations, and reasonable occupational accommodations, if necessary.
5. All determinations as to suitability and availability of modified duty assignments shall be made by the Department Head or Department Head's designee. Instruction, direction and training, if necessary, will be provided to the employee by the Department Head or Department Head's designee. Hours, location, parking and the like of any modified duty assignment will be provided to the employee prior to beginning said assignment.
6. Employees working a modified duty assignment may be subject to disciplinary action in obvious cases of misconduct including, but not limited to the following and/or other similar inappropriate behavior:

    - failure to appear at scheduled shifts;
    - frequent absences;
    - insubordination;
    - violence

The City retains the power to discipline employees for just cause in accordance with the parties' collective bargaining agreement.

7. If the employee, after a temporary period in modified duty assignment, remains unable to return to full duties in the employee's regular position, the City has the right to implement the City's statutory rights with respect to said employee.
8. The City will not be required to provide the Union with any medical statements or reports. The employee may provide said documents to the Union at employee's sole discretion.

Section 20.7 REPLACEMENT OF EYEGLASSES *[Amended FY18 – FY20]*

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

1. The employee must have previously submitted a copy of his/her current eyeglass prescription receipt, showing type of lens, type of frame and cost, to the City.
2. The employee must have also been wearing a safety retaining elastic provided by the City.
3. The damaged eyeglasses must be presented whenever possible.
4. The City will pay no more than current replacement cost for frames and lenses.
5. The replacement cost for eyeglasses does not include the cost of any eye examination or contact lenses.
6. The City shall provide an employee with prescription safety glasses once every three (3) years with proof of prescription. The City will replace prescription safety eyeglasses after two (2) years, provided an employee shows proof of a change in prescription. The cost of reimbursement shall not exceed Two Hundred and Twenty-Five Dollars ($225).

Section 20.8 WORKER'S COMPENSATION *[Amended FY18 – FY20]*

All injuries must be immediately reported to employee's supervisor. A written report of such injury must be submitted to the City's Worker's Compensation Agent as soon as practicable, however, no later than forty-eight (48) hours from such injury.

The City agrees to fully cooperate and comply with all local, state and federal laws related to Worker's Compensation, as amended. At the option of the employee, the City will calculate, process and include the difference between the Worker's

Compensation amount and the employee's regular base weekly pay in accordance with the City's bi-weekly payroll processes and policies. The equivalent amount of time shall be deducted from the employee's accrued vacation, personal or sick time. If the employee chooses to use sick time to offset the Worker's Compensation amount, s/he will not accrue personal time during such period.

If the City or the Department of Industrial Accidents recognizes liability, an employee shall not lose seniority, vacation or sick leave accrual or other benefits while on Workers Compensation, provided the same is due and payable. However, in no event should sick leave, personal or vacation leave or other benefits accrue after the first year of absence. The employee shall not lose seniority, however, s/he will not accrue seniority beyond the inception date of the Worker's Compensation period if the absence is longer than one (1) year.

ARTICLE 21
CELL PHONE POLICY

{Added FY21 – FY23}

Section 21.1 POLICY

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

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

1. Employees covered by this Agreement must comply with all Massachusetts laws related to telephone usage during work hours.
2. Texting is prohibited at all times while operating machinery or while driving a City vehicle and/or the employee's personal vehicle if said vehicle is being used for City business during work hours.
3. Personal phone calls must be kept to a minimum during work hours.

4. Personal phone calls shall not interfere with an employee's duties or those of his/her co-workers.
5. All employees covered by this Agreement shall receive the Telephone Usage policy and are required to sign an acknowledgment of receipt and understanding of said policy, which appears as **Appendix B** of this Agreement.

Section 21.1 **CELL PHONE STIPEND** *{Added FY21 – FY23}*

Member employees covered by this Agreement shall receive an annual cell phone stipend of $360 for use of their personal cell phone during work hours as it relates to required communication between co-workers, supervisors, etc. Such stipend shall be paid on or about August 1st of each year.

ARTICLE 22
CLOTHING

[Amended FY21 – FY23]

Section 22.1 **SUPPLIED CLOTHING**

Effective upon execution of this Agreement, May 30, 2018, the City agrees to supply the following items to employees, for their use, while employed by the City. Such materials and clothing shall remain the property of the City. The City shall maintain and clean said items. Such items are as follows:

1. All safety equipment deemed necessary by the City, including rubberized gloves.
2. **Lab Workers:**
   - Ten (10) light weight shirts, ten (10) pairs of light weight pants, one (1) Ike jacket with liner and one (1) three quarter (3/4) length coat.
3. **Operators and Maintenance:**
   - Ten (10) light weight shirts, eight (8) pairs of light weight pants, four (4) pairs of heavy weight pants, one (1) Ike jacket with liner and one (1) three quarter (3/4) length coat.

Section 22.2 **CLOTHING ALLOWANCE STIPEND** *[Amended FY21 – FY23]*

The City will pay a clothing allowance as provided for below:

1. Each employee shall receive a clothing allowance in the amount of Five Hundred Dollars ($500) for the purpose of purchasing winter parkas, rain gear, rubber boots and approved safety shoes. It will be the responsibility of each employee to maintain these items in serviceable condition. Said clothing allowance will be paid on or about August 1st of each year.
2. The clothing allowance shall be prorated for new hires, employees on an extended leave of absence or injury leave for any absence longer in duration one (1) month or longer prior to September 30th. For purposes of this Article, the last month of the fiscal year (June) shall serve as the twelfth month.
3. An employee on an extended leave of absence or an injury leave shall receive a prorated payment only upon the full month that s/he returns to work.
4. Employees not wearing safety shoes or whose safety shoes are not in serviceable condition shall be given a verbal warning by the Plant Superintendent or Maintenance Engineer that the employee must correct the situation by his/her next regularly scheduled shift. This item shall be subject to progressive discipline.

ARTICLE 23
GLOBAL POSITIONING SYSTEM (GPS)

{Added FY18 – FY20}

The City reserves the right to install and implement GPS in all appropriate and applicable vehicles utilized by employees covered by this Agreement. Further, the City reserves the right to determine the date of such installation and implementation, however, said installation shall be no earlier than July 1, 2018. Such implementation shall begin only after installation has taken place in all applicable City/DPW vehicles. The City shall provide notice to the Union related to the date of installation and implementation prior to same.

The following are the specifics of the GPS policy, as it relates to employees and the City:

A. PURPOSE

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

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/Department of Public Works agrees that it shall not systematically or without prompting review or audit previously recorded GPS information available through the system for disciplinary purposes.

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

C. INFORMATION

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

D. EVALUATION

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

ARTICLE 24
OTHER PROVISIONS

{Added FY18 – FY20}

Section 24.1 CITY HALL PARKING

Officers and negotiation team members of the Union, at their option, shall be eligible to receive a parking permit for the City Hall parking area(s) in order to carry out official union business.

Section 24.2 **DAILY ACTIVITY REPORT** *[Amended FY18 – FY20]*

Hourly employees within one or within all classification groups shall complete a brief daily activity report, see **Appendix C**, when so requested by management. Activity reports are not intended to be used for disciplinary purposes, although they may be referred to during an employee's performance evaluation, if applicable.

Section 24.3 **EMPLOYEE SUGGESTIONS** *[Amended FY18 – FY20]*

There shall be maintained in each employee's file a record of all suggestions made by such employee. The City shall research other municipal cost savings share programs. Any Mayoral decisions related to such program shall not be subject to the grievance procedure or arbitration process.

ARTICLE 25
EMPLOYER'S RESPONSIBILITY

The Municipal Employer agrees to provide all material, equipment, tools and special license fees required to perform the duties assigned to the employees covered by this Agreement. However, this shall not alter current practice and all items purchased by the City shall remain the property of the City. Management shall provide all training for both new and current employees for any new processes before said processes are adopted.

The Union agrees to cooperate with management when training new employees. Within ninety (90) days of the execution of this Agreement, May 30, 2018, a committee comprised of management and labor will meet to work on Standard Operating Procedures. This Committee does not waive management's rights.

ARTICLE 26
SAFETY COMMITTEE

[Amended FY18 – FY20]

The Municipal Employer agrees that it shall use diligence to avoid hazardous conditions and to make every reasonable effort to eliminate any condition which might reasonably result in injury to employees, including but not limited to monitoring air quality in the work place to comply with OSHA standards. The committee shall be composed of three (3) members of the Bargaining Unit and two (2) members of management. The Committee shall meet quarterly, unless mutually agreed upon by the Parties or if an emergency situation arises which necessitates a meeting of such committee. Said committee shall meet to discuss safety matters and for the purpose of making recommendations concerning safe operations. The Safety Committee shall set up a formal written orientation program for new Wastewater employees. Management and Union representatives shall hold discussions to evaluate the benefits of providing defibrillators at the plants.

Whenever the Wastewater Division purchases new or used equipment, machinery or operational apparatus to be utilized by Operators or Maintenance personnel, its specifications shall be submitted to the Safety Committee and members of the Bargaining unit for review and non-binding recommendations. Such recommendations shall be submitted to the Deputy Commissioner in writing.

Prior to new and equipment being placed into service, all Operators shall be instructed on its proper function and operation. Maintenance shall receive all necessary as-built drawings and equipment manuals to efficiently and economically maintain all critical machinery and systems.

ARTICLE 27
EDUCATION AND PROMOTIONAL TRAINING

[Amended FY21– FY23]

The City recognizes the importance of educational development and professional growth of its employees. As such, the City agrees to pay and/or reimburse employees for the cost of registration fees, tuition and books for educational courses, training, licensure and/or certification. Payment and/or reimbursement for such training and/or courses shall adhere to the provisions set forth below.

Section 27.1 EMPLOYEE FEE AGREEMENT *{Added FY18 – FY20}*

Employees are required to sign an **Employee Fee Agreement** (see **Appendix D**), related to reimbursement of training costs regarding uncompleted training, unsatisfactory or non-passing grade, or separation from employer within two (2) years. Employees must sign such Agreement before approval shall be granted.

Section 27.2 COURSE APPROVAL *[Amended FY18 – FY20]*

1. All courses must be relevant to the employee's current position within the department and/or division.
2. Employees must submit a written request to their department and/or division head prior to enrolling in any course and/or training. Approval must be obtained by said department and/or division head prior to the attendance at such training and/or educational course.
3. Approval for training and attendance shall be granted by said department and/or division head based upon the needs of the department and/or division. The approval and selection for attendance at such training of one employee member over another shall be determined at the discretion of the department and/or division head.
4. A grade of B- or better must be received in courses with letter grades; a "pass" must be received in courses which grade with a pass/fail grading structure. The employee must provide written documentation and/or transcripts reflecting same.
5. This benefit is subject to advance written approval of/by the Department Head and Mayor, prior to enrollment or attendance at such training and/or educational course. Such approval, or lack thereof, shall not be subject to the grievance or arbitration process.
6. Employees desiring to enroll in relevant training courses, as offered by New England Interstate Water Pollution Control Commission (NEIWPCC), Massachusetts Water Pollution Control Association (MWPCA) or coursework deemed by management to be comparable to same shall submit a written request to take such courses prior to the course date(s). The City shall register the employee and pay the costs associated with such courses prior to attendance at said course(s).
7. For employees required by the Commonwealth of Massachusetts to participate in a mandatory number of hours of contact training, the City agrees to conduct in-service training at a City location or to pay registration costs and reasonable material costs for such relevant courses. The City shall register the employee and will pay associated costs for such coursework, as offered by New England Interstate Water Pollution Control Commission (NEIWPCC), Massachusetts Water Pollution Control Association (MWPCA) or coursework deemed by management to be comparable to same shall submit a written request to take such courses prior to the course date (s).

Section 27.3 REIMBURSEMENT *[Amended FY18 – FY20]*

The City shall reimburse employees for the cost of applicable registration fees, tuition and books for educational courses and/or training, so long as the aforementioned provisions have been satisfied.

To receive reimbursement by the City for any approved, associated costs related to educational courses, the employee must submit written documentation, receipts, etc. reflective of such costs.

The City agrees to pay to each employee the cost of annual membership in the MWPCA.

A. ELECTIVE PROFESSIONAL TRAINING *[Amended FY18 – FY20]*

1. To receive reimbursement by the City of any approved, associated costs related to educational courses, the employee shall submit written documentation, receipts, etc. reflective of such costs.
2. Vehicle mileage or other automotive expenses to and from the location of the educational course shall not be included in said reimbursement if the course/training is not required by the City.

B. MANDATORY PROFESSIONAL TRAINING

1. The Municipal Employer agrees to reimburse the cost of lodging to employees while attending mandatory training sessions if the traveled distance exceeds One Hundred (100) miles one way. In addition, when traveling to attend such mandatory sessions, all mileage and cost of meals shall be reimbursed when appropriate receipts are submitted. Such reimbursement(s) shall be made as follows:
    - Mileage shall be reimbursed from the treatment plant;
    - Meal reimbursement shall be limited to Fifteen Dollars ($15) per person for lunch, Twenty-five Dollars ($25) for dinner when applicable, for overnight stays. Meal reimbursements require receipts and no costs for alcohol shall be reimbursed.
    - Carpooling shall be utilized whenever possible when attending classes off site from Wastewater premises. The City will make every attempt to supply a vehicle for commuting purposes. If a vehicle is not available, employees may use their own vehicle for carpooling purposes and shall be reimbursed. If, due to personal reasons, an employee must utilize his/her personal vehicle, the employee may not be eligible for mileage reimbursement.
    - In the event that an employee is scheduled to work the night shift just prior to attending a mandatory training session, s/he shall be exempt from working the last eight (8) hours of that shift. In the event an employee is scheduled to work the 6:30 PM to 6:30 AM shift the day of the training class, the employee shall be granted four (4) hours off at the beginning of said shift. Under this condition, the employee shall receive only forty (40) hours pay for the week, rather than the usual forty-two (42) hours.

Section 27.4 EXAM TIME OFF

An employee actually taking the Operator exam shall be granted time off during the eight (8) hours immediately preceding the exam or during the scheduled exam time, if scheduled to work.

Section 27.5 PROFESSIONAL LICENSURE/CERTIFICATION *{Added FY18 – FY20}*

To properly align Operations staff licensure requirements of 257 CMR 2.00, Certification of Operators of Wastewater Treatment Facilities, the Wastewater Operator and the Senior Wastewater Operator positions shall change as follows:

1. Within one (1) year of the date this agreement is ratified, all Wastewater Operators shall have attained their Grade 4 Operator's License.
2. Within one (1) year of the date this agreement is ratified, all eligible Senior Wastewater Operators shall have attained their Grade 7 Operator's License.
3. Senior Wastewater Operators that are not eligible to apply for their Grade 7 Operator's License within one (1) year of the date this Agreement is ratified shall have attained their Grade 7 within one (1) year of their eligibility to apply for their Grade 7 Operator's License.
4. The job description for the Senior Wastewater Operator position has been revised to reflect the changes listed below.

A. OPERATOR WAGE RATE INCREASE *[Amended FY18 – FY20]*

1. Effective July 1, 2017, any Operator who attains a **Grade 4** Operator's license shall receive a one percent (1%) increase in his/her hourly wage rate. This wage increase shall apply to any member employee who currently holds such licensure or who is actively pursuing (and obtains at a later date, beyond the ratification date of May 30, 2018) obtaining such licensure on or before the date of ratification of this Agreement.

2. Any operator who attains a **Grade 6** or **Grade 7** Operator's license shall receive a 2% increase in his/her hourly wage rate. Any member employee holding a valid Grade 6 or Grade 7 Operator's license at time of ratification, and is currently receiving such 2% wage rate increase shall continue to receive such wage rate increase.

B. STIPENDS *[Amended FY21 – FY23]*

1. Members who maintain a Plumbing or Hydraulic license shall receive an annual stipend of Three Hundred Dollars ($300), only if license is required for the position.
2. Members who maintain an electrical journeyman's license shall receive an annual stipend of Five Hundred Dollars ($500).
3. Members who work at least one hour within a day in a confined space using safety equipment shall receive a hazardous duty stipend of One Hundred Dollars ($100) a day that day's work. For this purpose, safety equipment shall be considered extraction hoists, safety lines, full body harness, area purging ventilation equipment, supplied air headgear and four gas detection equipment.

ARTICLE 28
EMPLOYEE PERFORMANCE EVALUATION

[Amended FY18 – FY20]

The Parties agreed to the implementation of employee performance evaluations effective July 1, 1997. Pursuant to this implementation, performance evaluations are due to employees on July 1st of each year, in accordance with the procedure set forth below.

Section 28.1 PROCEDURE

1. Employees must receive the required number of "Acceptable" rated annual performance evaluations from their supervisor in the employee's current grade and step, as indicated on the wage matrix (Appendix ##), Years in Step, in order to receive a pay increase to the next step in the assigned pay grade. Note: Employees at Steps One and Two are not subject to these performance evaluation procedures until they reach Step Three.
2. An "Acceptable" performance evaluation requires a minimum total score of 300 points. The criteria for evaluating performance is provided for in **Appendix E** to this Agreement.

Section 28.2 DELAYED EVALUATION

1. In the event that a supervisor is late in performing the employee's evaluation, the result shall be retroactive to the said anniversary date. The supervisor's failure to perform an evaluation within six (6) months of the due date shall be interpreted as an "Acceptable" rated evaluation retroactive to said anniversary date.
2. In the event an employee has been out on an extended absence for three (3) months or more, and is still out when his/her evaluation is due, the due date shall be moved forward by the length of the absence.

Section 28.3 APPEAL PROCESS

1. Supervisors will make every effort to counsel and help correct employee performance deficiencies as soon as they become known. Each evaluation shall stand as "Acceptable" or "Unacceptable" for one year, unless overturned by the appeal process.
2. An employee may appeal an "Unacceptable" performance evaluation from his/her supervisor directly to the Deputy Commissioner by presenting evidence to the contrary within ten (10) work days from the date the employee is apprised of said evaluation. The Deputy Commissioner may overturn the "Unacceptable" evaluation. If not overturned, the employee may file an appeal, with union representation if desired, within ten (10) work days to the Mayor, who will hear the appeal and make a final determination which will not be subject to grievance or arbitration.

ARTICLE 29
VACANCIES

[Amended FY18 – FY20]

Section 29.1 DEFINITION

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

Section 29.2 POSTING OF VACANCY/POSITION *[Amended FY18 – FY20]*

When a position covered by this Agreement becomes vacant and the City decides to fill such vacancy, notice of said vacancy shall be posted in a conspicuous place at both Wastewater Facility plants. The posting shall list the wage range, responsibilities and/or duties, time of day of shift and the required qualifications for such position. The posting shall remain posted for ten (10) working days prior to the selection of a candidate.

Section 29.3 INTERNAL APPLICANTS *[Amended FY18 – FY20]*

Interested member employees shall apply for the position within the specified time period. Preference shall be given to the most senior, qualified applicant, as determined in good faith by the City, within the bargaining unit. The City agrees that it shall, where possible, promote from within the bargaining unit.

The successful candidate shall be given a six (6) month provisional appointment to the new position at the applicable rate of pay.

If, at any time prior to the end of the provisional period, it is determined that said employee is not qualified to perform the work, s/he shall be returned to his/her former position and rate of pay and the vacant position shall then be posted as stated above.

Section 29.4 TEMPORARY, CO-OP AND SEASONAL EMPLOYEES *[Amended FY18 – FY20]*

Nothing in this Agreement shall prevent, restrict or limit the Municipal Employer in the continuance of its present practice relative to the hiring and employment of temporary employees.

The City and Union mutually agree that the purpose and intent of hiring temporary employees is to supplement the workforce on a temporary basis and to promote potential entry level positions and opportunities to trained and qualified students.

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

All seasonal employees shall be given a "start" date and an "end" date, with a period of employment less than twenty (20) weeks. All overtime, scheduled, emergency or otherwise shall be first offered to permanent properly licensed and qualified employees in each division prior to offering it to Temporary Seasonal employees. The Union shall be notified of the names of all individuals hired by the City as Temporary Seasonal employees and the start and end date of each seasonal employee's terms in writing.

Section 29.5 TEMPORARY VACANCIES *[Amended FY21 – FY23]*

At any such time that the Lead Instrument Repairer and/or the Senior Equipment Repairer East Plant positions are vacant for more than one (1) work day, said positions will be filled by the Instrument Repairer/Electrical and by the Equipment Repairer, respectively. The Equipment Repairer selection shall be based on a seniority basis and only offered to those who have held the job title for at least two (2) years.

Within the Maintenance subdivision, when an Equipment Repairer position is vacant for more than one work day, said position will be filled first by the Lead Assistant Mechanic, if available, followed by the most senior eligible Assistant Mechanic. The wage rate shall be determined by using the Equipment Repairer Grade and the Lead Assistant Mechanic or Assistant Mechanic current step within their respective grade. To be eligible to fill the Equipment Repairer position as herein described, the Assistant Mechanic shall have at least 2 years of experience at the Assistant Mechanic Grade.

Example: Two Assistant Mechanics are available to fill the Equipment Repairer position as herein described. One employee has 2 years of experience at the Assistant Mechanic Grade and the other has 3 years of experience at the Assistant Mechanic Grade, therefore, the employee with 3 years shall be selected to fill the Equipment Repairer position as described herein.

Compensation for filling such vacancies shall be adjusted in accordance with the provisions of Article 16, Wages and Compensation, Section 16.1, Higher Classification Pay, contained within this Agreement.

Section 29.6 WORK PERFORMED BY SUPERVISORS

The City shall not permit any supervisory employee, not within the bargaining unit, to perform any bargaining unit work except in the case of an emergency or in the performance of instruction or training of employees, provided, however, supervisory personnel may perform such in cases when management is unable to secure unit personnel or such work after diligent attempts to do so.

In Witness whereof, the Parties hereto set their hands and seals on this day of **November 2022.**

City of Fitchburg

Mayor Stephen L. DiNatale

Susan A. Davis
Director of Human Resources

Mark D. McNamara
Deputy Commissioner of Wastewater

Service Employees International Union/ Local 888/WWTF

Bruce Laitinen
President

Brian Nolan
Vice President

Tim Jaillet
Treasurer

Daniel Bunting
Chief Steward

Joshua Clancy
Internal Organizer, SEIU/Local 888

APPENDIX A

City of Fitchburg/SEIU/Local 888 WWTF
Wage Matrix
Fiscal Years 2021 - 2023

	Years in Step		**1**	**1**	**1**	**2**	**2**	**2**	**2**	**2**	**2**	**2**	**2**
	Old Steps		2	3	4	5	6	7	8	9	10	11	-
	New Step Levels		**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**
Grade	**Title**												
1	**Assistant Mechanic**	7/1/2020	22.55	23.20	23.93	24.63	25.39	26.14	26.92	27.71	28.53	29.35	30.23
		7/1/2021	22.78	23.43	24.17	24.88	25.64	26.40	27.19	27.99	28.82	29.64	30.53
		1/1/2022	23.01	23.66	24.41	25.13	25.90	26.66	27.46	28.27	29.11	29.94	30.84
		7/1/2022	23.47	24.13	24.90	25.63	26.42	27.19	28.01	28.84	29.69	30.54	31.46
2	**Lead Assistant Mechanic**	7/1/2020	23.08	23.78	24.51	25.22	26.02	26.78	27.56	28.36	29.20	30.07	30.97
	Ship/Recv Inventory Control	7/1/2021	23.31	24.02	24.76	25.47	26.28	27.05	27.84	28.64	29.49	30.37	31.28
	Wastewater Operator	1/1/2022	23.54	24.26	25.01	25.72	26.54	27.32	28.12	28.93	29.78	30.67	31.59
		7/1/2022	24.01	24.75	25.51	26.23	27.07	27.87	28.68	29.51	30.38	31.28	32.22
3	**Equipment Repairer**	7/1/2020	23.89	24.59	25.33	26.10	26.91	27.68	28.51	29.33	30.21	31.10	32.03
		7/1/2021	24.13	24.84	25.58	26.36	27.18	27.96	28.80	29.62	30.51	31.41	32.35
		1/1/2022	24.37	25.09	25.84	26.62	27.45	28.24	29.09	29.92	30.82	31.72	32.67
		7/1/2022	24.86	25.59	26.36	27.15	28.00	28.80	29.67	30.52	31.44	32.35	33.32
4	**Sr. Sanitary Eng. Aide**	7/1/2020	24.13	24.87	25.63	26.41	27.20	28.02	28.83	29.69	30.57	31.45	32.39
		7/1/2021	24.37	25.12	25.89	26.67	27.47	28.30	29.12	29.99	30.88	31.76	32.71
		1/1/2022	24.61	25.37	26.15	26.94	27.74	28.58	29.41	30.29	31.19	32.08	33.04
		7/1/2022	25.10	25.88	26.67	27.48	28.29	29.15	30.00	30.90	31.81	32.72	33.70
5	**Sr. Instrument Repairer**	7/1/2020	26.17	26.99	27.83	28.70	29.61	30.47	31.37	32.31	33.26	34.25	35.28
		7/1/2021	26.43	27.26	28.11	28.99	29.91	30.77	31.68	32.63	33.59	34.59	35.63
		1/1/2022	26.69	27.53	28.39	29.28	30.21	31.08	32.00	32.96	33.93	34.94	35.99
		7/1/2022	27.22	28.08	28.96	29.87	30.81	31.70	32.64	33.62	34.61	35.64	36.71
6	**Instrument Repairer Electrical**	7/1/2020	28.16	29.06	29.98	30.93	31.92	32.87	33.85	34.85	35.89	36.95	38.06
	Sr. Wastewater Operator	7/1/2021	28.44	29.35	30.28	31.24	32.24	33.20	34.19	35.20	36.25	37.32	38.44
		1/1/2022	28.72	29.64	30.58	31.55	32.56	33.53	34.53	35.55	36.61	37.69	38.82
		7/1/2022	29.29	30.23	31.19	32.18	33.21	34.20	35.22	36.26	37.34	38.44	39.60
7	**Chemist**	7/1/2020	28.33	29.24	30.18	31.13	32.11	33.07	34.04	35.04	36.08	37.15	38.26
		7/1/2021	28.61	29.53	30.48	31.44	32.43	33.40	34.38	35.39	36.44	37.52	38.64
		1/1/2022	28.90	29.83	30.78	31.75	32.75	33.73	34.72	35.74	36.80	37.90	39.03
		7/1/2022	29.48	30.43	31.40	32.39	33.41	34.40	35.41	36.45	37.54	38.66	39.81
8	**Lead Instrument Repairer**	7/1/2020	30.82	31.83	32.86	33.94	35.05	36.09	37.17	38.27	39.39	40.57	41.79
	Sr. Equipment Repairer	7/1/2021	31.13	32.15	33.19	34.28	35.40	36.45	37.54	38.65	39.78	40.98	42.21
		1/1/2022	31.44	32.47	33.52	34.62	35.75	36.81	37.92	39.04	40.18	41.39	42.63
		7/1/2022	32.07	33.12	34.19	35.31	36.47	37.55	38.68	39.82	40.98	42.22	43.48

APPENDIX B
CITY OF FITCHBURG
TELEPHONE USAGE POLICY

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

A. Permissible Use

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

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

B. Personal Phone Calls

Whether using a City owned land line or cellular phone:

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

C. Long Distance Phone Calls

Whether using a City owned land line or cellular phone:

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

D. Employee Responsibilities

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

- Employees receiving cellular telephones are required to sign and acknowledge that they have received the equipment and understand the usage policies;
- All employees will follow the laws of the Commonwealth as it relates to the use of cellular devices while driving;
- The use of cellular telephones should never interfere with an employee's attention to duty, and should never be used when engaged in safety-sensitive functions which require the employee's full attention;
- Sending photographs or text messages is prohibited while using a City owned cell phone, unless it can be clearly linked to the conduct of official City business;
- Confidential business should not be discussed on a cellular phone in a public place where the business could be overheard;

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

E. Management Responsibilities

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

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

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

City of Fitchburg
Acknowledgment of Receipt of
Municipal Telephone Usage Policy

Name: _____ **Department:** _____

Job Title: _____

Cell Phone #: _____ **Serial #:** _____

Make: _____ **Model:** _____

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

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

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

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

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

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

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

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

APPENDIX C

CITY OF FITCHBURG DPW WASTEWATER DIVISION		TREATMENT FACILITY DAILY ACTIVITY LOG
SITE(S) NAME	DATE	EMPLOYEE NAME

☐ DAY SHIFT ☐ SWING SHIFT ☐ NIGHT SHIFT

☐ Sunday ☐ Monday ☐ Tuesday ☐ Wednesday ☐ Thursday ☐ Friday ☐ Saturday

Approximate Time of Shift	Employee's Activity Log Entry and All Pertaining Information

Employee Signature: _____ Page: _____ of _____

APPENDIX D
SEIU/Local 888/WWTF
Employee Fee Agreement
Training and Educational Fees

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

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

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

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

By signing below, I acknowledge that a withholding, in the amount of $_____, will be deducted from my last paycheck from the City of Fitchburg. I understand that if there is not a sufficient amount in said paycheck to cover any fees I may be owe as set forth above, I am responsible to pay the outstanding balance to the City of Fitchburg.*

When unusual situations arise that leads to departure of the employee, the employee's Department Head and the Director of Human Resources reserve the right to have the final decision administering this agreement.

Executed as a sealed instrument.

Employee

_____ _____
PRINT Last, First, Name Employee Signature

Witness

_____ _____
PRINT Last, First Name Witness Signature

Department and/or Division Head

_____ _____
PRINT First, Last Name Department and/or Division Head Signature

*This form is not required for employees who are retiring from the City's employ within 2 years of obtaining any required licensure renewal.

APPENDIX E

City of Fitchburg

SEIU/Local 888

Wastewater Treatment Facilities

Employee Performance Evaluation

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

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

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

Employee Name: _____ **Date:** _____

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

300 = MINIMUM ACCEPTABLE SCORE
550 = MAXIMUM ACCEPTABLE SCORE

TOTAL POINTS SCORED: _____

rev. 05.2017

Employee Name: **Date:**

SUPERVISOR COMMENTS

EMPLOYEE COMMENTS

Local 888/WWTF Employee Performance Evaluation

Employee Name: _____ **Date:** _____

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

Signatures:

EMPLOYEE: _____

SUPERVISOR: _____

ACCEPTED BY DEPARTMENT HEAD: _____

SAVE FORM **PRINT FORM** **CLEAR FORM**

Rev. 05.2017