



**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN THE  
CITY OF FITCHBURG, MA  
AND  
MASSACHUSETTS COALITION OF POLICE**



**FISCAL YEARS**

**July 1, 2021 – June 30, 2022**

**July 1, 2022 – June 30, 2023**

**July 1, 2023 – June 30, 2024**



# TABLE OF CONTENTS



| ARTICLE  | SECTION     | SUBJECT  | PAGE      |
|----------|-------------|--|-----------|
|          |             | <b>PREAMBLE</b>  | <b>5</b>  |
| <b>1</b> |             | <b>PROVISIONS OF AGREEMENT</b>                           | <b>5</b>  |
|          | <b>1.1</b>  | Duration   | <b>5</b>  |
|          | <b>1.2</b>  | Amendments   | <b>5</b>  |
|          | <b>1.3</b>  | Reproduction   | <b>5</b>  |
| <b>2</b> |             | <b>RECOGNITION, SCOPE AND SEVERABILITY</b>               | <b>5</b>  |
|          | <b>2.1</b>  | Recognition  | <b>5</b>  |
|          | <b>2.2</b>  | Scope  | <b>5</b>  |
|          | <b>2.3</b>  | Severability   | <b>6</b>  |
| <b>3</b> |             | <b>WAIVER</b>  | <b>6</b>  |
| <b>4</b> |             | <b>MANAGEMENT RIGHTS</b>                                 | <b>6</b>  |
|          | <b>4.1</b>  | Scope  | <b>6</b>  |
|          | <b>4.2</b>  | Authorization  | <b>7</b>  |
|          | <b>4.3</b>  | Management Prerogative                                   | <b>7</b>  |
|          | <b>4.4</b>  | Revisions  | <b>8</b>  |
| <b>5</b> |             | <b>EMPLOYEE RIGHTS AND REPRESENTATION</b>                | <b>8</b>  |
|          | <b>5.1</b>  | No Discrimination  | <b>8</b>  |
|          | <b>5.2</b>  | Americans With Disabilities Act                          | <b>8</b>  |
|          | <b>5.3</b>  | Union Activities   | <b>8</b>  |
|          | <b>5.4</b>  | Collective Bargaining Team Representatives               | <b>8</b>  |
|          | <b>5.5</b>  | Union Stewards   | <b>8</b>  |
|          | <b>5.6</b>  | Union Stewards Roster                                    | <b>9</b>  |
|          | <b>5.7</b>  | Bulletin Boards  | <b>9</b>  |
|          | <b>5.8</b>  | Attendance at Meetings                                   | <b>9</b>  |
|          | <b>5.9</b>  | Attendance at Union Seminars/Conventions                 | <b>9</b>  |
|          | <b>5.10</b> | Union Business   | <b>9</b>  |
| <b>6</b> |             | <b>UNION DUES, AGENCY SERVICE FEE and UNION SECURITY</b> | <b>9</b>  |
|          | <b>6.1</b>  | Union Dues   | <b>9</b>  |
|          | <b>6.2</b>  | Agency Service Fee                                       | <b>9</b>  |
| <b>7</b> |             | <b>SENIORITY</b>   | <b>10</b> |
|          | <b>7.1</b>  | Annual Shift Bidding                                     | <b>10</b> |
|          | <b>7.2</b>  | Assignment   | <b>10</b> |
|          | <b>7.3</b>  | Seniority List   | <b>10</b> |



# TABLE OF CONTENTS



| ARTICLE | SECTION     | SUBJECT                                    | PAGE |
|---------|-------------|--|------|
| 8       |             | <b>REDUCTION IN WORK FORCE</b>             | 10   |
| 9       |             | <b>NO STRIKE</b>                           | 10   |
| 10      |             | <b>GRIEVANCE AND ARBITRATION PROCEDURE</b> | 10   |
|         | <b>10.1</b> | Definition of a Grievance                  | 10   |
|         | <b>10.2</b> | Time Limits                                | 11   |
|         | <b>10.3</b> | Grievance Procedure                        | 11   |
|         | <b>10.4</b> | Arbitration                                | 11   |
|         | <b>10.5</b> | Arbitrator's Authority                     | 11   |
| 11      |             | <b>PROGRESSIVE DISCIPLINE</b>              | 12   |
| 12      |             | <b>PROBATIONARY PERIOD</b>                 | 12   |
| 13      |             | <b>COMPENSATION</b>                        | 12   |
|         | <b>13.1</b> | Longevity                                  | 12   |
|         | <b>13.2</b> | Mileage                                    | 13   |
|         | <b>13.3</b> | NCIC/CJIS                                  | 13   |
|         | <b>13.4</b> | Other Compensation Provisions              | 13   |
|         | <b>13.5</b> | Overtime                                   | 13   |
|         | <b>13.6</b> | Shift Differential                         | 14   |
|         | <b>13.7</b> | Wages                                      | 14   |
| 14      |             | <b>COURT ATTENDANCE</b>                    | 15   |
| 15      |             | <b>SHIFT AND HOURS OF WORK</b>             | 15   |
|         | <b>15.1</b> | Airport Linemen                            | 15   |
|         | <b>15.2</b> | Parking Control Officers                   | 16   |
|         | <b>15.3</b> | Police Dispatchers                         | 16   |
| 16      |             | <b>HOLIDAYS</b>                            | 17   |
| 17      |             | <b>LEAVES OF ABSENCE</b>                   | 17   |
|         | <b>17.1</b> | Bereavement                                | 17   |
|         | <b>17.2</b> | Family Medical Leave Act (FMLA)            | 18   |
|         | <b>17.3</b> | Jury Duty                                  | 18   |
|         | <b>17.4</b> | Military Leave                             | 18   |
|         | <b>17.5</b> | Parental Leave Act                         | 18   |
|         | <b>17.6</b> | Sick Leave                                 | 19   |
|         | <b>17.7</b> | Sick Leave Personal Days                   | 19   |
|         | <b>17.8</b> | Worker's Compensation                      | 20   |



# TABLE OF CONTENTS



| ARTICLE   | SECTION      | SUBJECT                                 | PAGE      |
|-----------|--------------|---|-----------|
|           | <b>17.9</b>  | Extended Sick Leave                     | <b>20</b> |
|           | <b>17.10</b> | Vacation                                | <b>20</b> |
| <b>18</b> |              | <b>EMPLOYEE BENEFITS</b>                | <b>21</b> |
|           | <b>18.1</b>  | Medical and Life Insurance              | <b>21</b> |
|           | <b>18.2</b>  | Disability Insurance                    | <b>21</b> |
|           | <b>18.3</b>  | Deferred Compensation                   | <b>22</b> |
|           | <b>18.4</b>  | Pension/Retirement System               | <b>22</b> |
|           | <b>18.5</b>  | Protection                              | <b>22</b> |
| <b>19</b> |              | <b>EDUCATIONAL BENEFITS</b>             | <b>22</b> |
|           | <b>19.1</b>  | Mandatory Training                      | <b>22</b> |
|           | <b>19.2</b>  | Optional Training Programs              | <b>23</b> |
| <b>20</b> |              | <b>EMPLOYEE PERFORMANCE EVALUATIONS</b> | <b>23</b> |
| <b>21</b> |              | <b>UNIFORM ALLOWANCE</b>                | <b>23</b> |
|           | <b>21.1</b>  | Payments                                | <b>23</b> |
|           | <b>21.2</b>  | Uniforms                                | <b>23</b> |
|           | <b>21.3</b>  | Eligibility                             | <b>24</b> |
|           |              |   |           |
|           |              |   |           |
|           |              | <b>SIGNATURE PAGE</b>                   | <b>25</b> |

## APPENDICES

|                   |  |           |
|-------------------|--|-----------|
| <b>APPENDIX A</b> | <b>WAGE MATRIX</b>                           | <b>26</b> |
| <b>APPENDIX B</b> | <b>RETIREMENT BENEFICIARY SELECTION FORM</b> | <b>27</b> |
| <b>APPENDIX C</b> | <b>EMPLOYEE PERFORMANCE EVALUATION</b>       | <b>30</b> |



## **PREAMBLE**



This AGREEMENT is entered into by the **CITY OF FITCHBURG**, hereinafter referred to as the "Employer" or the "City", and the **Fitchburg Police Dispatchers Union, MassCop Local #492**, hereinafter referred to as the "Union", has as its purpose, the promotion of the resolution of differences and the establishment of rates of pay, hours of work, and other conditions of employment insofar as the same may be permissible by law.

## **ARTICLE 1** **PROVISIONS OF AGREEMENT**

### **Section 1.1**

### **DURATION**

This Agreement, unless otherwise indicated, shall be effective from July 1, 2021 and shall remain in full force and effect, up to and including June 30, 2024.

Either Party may, no sooner than January 1, 2024 or not later than February 21, 2024, give written notice to the other of its desire to extend or revise this Agreement for the period to commence July 1, 2024. This Agreement shall remain in full force and effect during the collective bargaining process or until the new Agreement is reached, except that it may not remain in effect longer than one (1) year from the first day of July 2024, unless mutually agreed upon in writing.

The Parties agree that they have met and conferred in good faith concerning the terms and conditions of employment, wages, benefits and working condition. The Parties further agree, that upon execution of this Agreement, the Parties shall jointly support the funding of this Agreement with the City of Fitchburg City Council. Implementation of the cost items of this Agreement become effective with the funding by the City Council.

### **Section 1.2**

### **AMENDMENTS**

This Agreement may not be amended except by written mutual agreement of the Parties.

### **Section 1.3**

### **REPRODUCTION**

The City agrees to reproduce this Agreement in sufficient supply so that each member of the bargaining unit may receive one (1) copy and such copy may be digital or hard-copy (paper).

## **ARTICLE 2** **RECOGNITION, SCOPE AND SEVERABILITY**

### **Section 2.1**

### **RECOGNITION**

The City hereby recognizes the Union as the exclusive representative for the purposes of collective bargaining with respect to wages, hours and any other terms or conditions of employment for all employees certified by the Massachusetts Labor Relations Commission (MCR – 4312, August 8, 1994). As of July 1, 2015, this Agreement shall include the positions of Parking Control Officer(s), Airport Linemen and Head Airport Linemen.

### **Section 2.2**

### **SCOPE**

This Agreement includes all of the agreements reached by the Parties with respect to matters pertaining to wages, hours and other conditions of employment for employees covered by this Agreement. However, any matter not mentioned in this Agreement and/or any matter for which directions are not set forth herein, shall be reserved for decision by the City or the

**Article 2, Recognition, Scope and Severability, Section 2.2, continued:**

Chief of Police as the case may be appropriate, in their full discretion and in accordance with the terms and conditions of Article 4, Management Rights of this Agreement.

**Section 2.3**      **SEVERABILITY**

If any provision(s) of this Agreement or any application of this Agreement to any employees covered by the terms of this Agreement shall be found contrary to law by a Court of competent and final jurisdiction, such provision(s) or application shall have effect only to the extent permitted by law, and all other provisions or applications shall continue in full force and effect. The invalidation of any such provision(s) or application of such Article by such Court shall be sufficient cause for the Parties to meet and renegotiate such provision(s) or application.

**ARTICLE 3**  
**WAIVER**

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

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

**ARTICLE 4**  
**MANAGEMENT RIGHTS**  
*[Amended FY22 – FY24]*

**Section 4.1**      **SCOPE**

Nothing in this Agreement shall limit the City in the exercise of its function of management and in the direction and supervision of the City's business. This includes but is not limited to the right to the following:

- Add or eliminate departments;
- Require and assign overtime;
- Increase or decrease the number of positions;
- Change processes;
- Assign work and work to be performed;
- Schedule shifts, hours of work and lunch and break periods;
- Hire, suspend, demote, discipline or discharge;
- Transfer or promote;
- Layoff due to lack of work or other legitimate reason;
- Establish rules, regulations, job descriptions, policies and procedures;
- Conduct orderly operations;
- Create and/or establish new positions;
- Abolish and change existing positions;
- Determine where, when, how and by whom said work shall be conducted;
- Determine standards of proficiency in skills and physical fitness standards;

**Article 4, Management Rights, Section 4.1 continued:**

- The City retains the right to place new hires on the salary scale consistent with their experience in relationship to duties, in the sole discretion of the City;
- Overtime opportunities or extra shifts shall be offered first to bargaining unit members. If no bargaining unit member is readily available, the overtime opportunity or shift may be offered to trained individuals who are not members of the bargaining unit.
- Except where any such rights are specifically modified or abridged by the terms of this Agreement.

**Section 4.2****AUTHORIZATION***[Amended FY22 – FY24]*

Unless an express, specific provision of this Agreement clearly provides otherwise, the City, acting through its Mayor and/or Chief of Police or his/her designee, retains its right and prerogatives it possessed prior to the signing of this Agreement either by law, custom, practice, usage or precedent to manage and control the Police Department.

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

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

**Section 4.3****MANAGEMENT PREROGATIVE**

Management reserves the right to decide whether, when and how to exercise its prerogatives, whether or not enumerated in this Agreement. Accordingly, the failure to exercise any right shall not be deemed as a waiver of said right. Except as expressly provided by a specific provision of this Agreement, the exercise of the aforementioned rights, as well as any matter related to the administration of the Department, shall be final and binding and shall not be subject to the grievance provisions of this Agreement.

**Article 4, Management Rights, continued:**

**Section 4.4**

**REVISIONS**

The Parties agree that each side had a full opportunity during the course of collective bargaining to negotiate any and all mandatory bargaining subjects, whether or not included in this Agreement. Accordingly, as to any such matter over which the Agreement is silent, the City retains the right to make changes without prior consultation with the Union subject to the requirements of M.G.L. c. 150E.

It is understood and agreed by the Parties that the City does not have to rely on any collective bargaining agreement with its employees as the source of its rights and management prerogatives, which this Agreement does not purport to list the job responsibilities and obligations of the employees covered by this Agreement, that said responsibilities and obligations are to be determined by the City except insofar as they may be specifically described and that the failure or omission of the Parties to outline or delineate in this Agreement the responsibilities and obligations of its employees is not to be relied upon by the latter as evidence that such obligations and responsibilities do not exist.

**ARTICLE 5**  
**EMPLOYEE RIGHTS AND REPRESENTATION**

**Section 5.1**

**NO DISCRIMINATION**

The Employer agrees not to discharge, discriminate, interfere with, restrain or coerce any employee because of the employee's lawful exercise of the rights set forth in M.G.L. c. 150E, §2.

**Section 5.2**

**AMERICANS WITH DISABILITIES ACT**

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

**Section 5.3**

**UNION ACTIVITIES**

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

**Section 5.4**

**COLLECTIVE BARGAINING TEAM REPRESENTATIVES**

The membership of the Union's collective bargaining team shall be limited to two (2) employees. During collective bargaining negotiations during work hours, team members attending negotiation meetings during work hours shall be granted leave of absence without loss of pay or benefits. The Union shall provide a twenty-four (24) hour notice naming any alternate member of the bargaining unit who plans to attend the session the next day.

**Section 5.5**

**UNION STEWARDS**

Two (2) Union Stewards, one being a Civilian Police Dispatcher and one (1) other Union member, shall be designated in writing, to the City. Said Stewards shall be granted reasonable time off, without loss of pay or benefits, during work hours to process and settle grievances, provided such persons shall first request permission from the Chief of Police or his/her designee. Permission may be withheld by the Chief due to operating requirements, however, such permission may not be unreasonably withheld.

**Article 5, Employee Rights and Representation, continued:**

**Section 5.6 UNION STEWARDS ROSTER**

The Union shall provide the Employer with written notification of any changes in the roster of Union Stewards.

**Section 5.7 BULLETIN BOARDS**

The City shall provide three (3) separate bulletin boards, to be placed in the respective locations, for each of the following:

- Civilian Police Dispatchers
- Parking Control Officers
- Airport Linemen

**Section 5.8 ATTENDANCE AT MEETINGS**

Upon reasonable written notice to the Chief of Police or Department Head and/or his/her designee, s/he shall excuse:

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

**Section 5.9 ATTENDANCE AT UNION SEMINARS/CONVENTIONS**

Upon approval of the Chief or Department Head and depending upon the operating requirements and limitations of the budget, up to two (2) elected Union officials shall be granted time off without loss of pay to attend either two (2) MassCop conventions or two (2) Union seminars on an annual basis.

**Section 5.10 UNION BUSINESS**

Union Representatives shall have reasonable access to bargaining unit employees and the Police Station to conduct Union business.

**ARTICLE 6**  
**UNION DUES, AGENCY SERVICE FEE and UNION SECURITY**

**Section 6.1 UNION DUES**

The Union dues of employees covered in this Agreement shall be deducted bi-weekly from the wages of each employee who has signed an authorization form provided by the Union and presented to the Treasurer of the City and in accordance with the provisions of Section 17A and 17G of Chapter 180 of Massachusetts General Laws, as amended. Employees may elect to join the union or pay an agency service fee within thirty (30) days of hire or when the employee becomes eligible for the bargaining unit in accordance with Section 2 of this Article and Article 1, Recognition.

**Section 6.2 AGENCY FEE**

Employees shall have the option of not joining the Union. Employees who choose not to join the Union may pay an agency service fee to the Union. Such agency service fee shall not exceed regular union dues. At the election of the employee, said agency service fee may be deducted from the employee's wages upon presentation to the City of a signed authorization form. Said authorization may be cancelled by a sixty (60) day written notice to the City. An employee who does not authorize the City to make payroll deductions, as provided herein, shall make the agency service fee payment directly to the Union Treasurer.

**ARTICLE 7**  
**SENIORITY**

**Section 7.1**      **ANNUAL SHIFT BIDDING**

No later than December 1 of each year, a list of all available shifts and day off groups' assignments for Police Dispatchers, shall be posted on the appropriate bulletin boards within the Police Station. Employees may indicate their preference for assignment by submitting the same, in writing, to the Chief of Police and/or designee no later than December 15 of each year, said preference to be effective for the following year only.

**Section 7.2**      **ASSIGNMENT**

Insofar as possible and compatible with the needs of the department, the Chief of Police or/designee shall assign members to their indicated preference. When qualifications of two (2) individuals are virtually the same, seniority shall be used as the determining factor.

**Section 7.3**      **SENIORITY LIST**

Whenever more than one (1) Dispatcher is hired on the same date, his/her final seniority will be determined in the following order:

1. The date on which the employee was issued a Conditional Offer of Employment.
2. The date on which the employee completed training and was placed on a regularly assigned shift.
3. In the event that two (2) or more dispatchers completed training on the same date, the employee's score on the same entrance examination shall be the final determining factor.

**ARTICLE 8**  
**REDUCTION IN WORK FORCE**

In case of necessary reductions in the work force, seniority within the position classification, as calculated by Section 7.3, shall be the determining factor in the order of layoff, with the least senior employee being the first to be separated from employment.

**ARTICLE 9**  
**NO STRIKE**

The Union agrees that during the term of this Agreement, neither it, nor its officers, nor any member shall engage in, encourage, sanction, support or suggest any strike, slowdowns, mass resignations, mass absenteeism or other similar actions which would involve suspensions of or interference with the normal work of the Department or of any other City Department. Any employee participating in these prohibited activities may be disciplined, up to and including discharge by the City.

**ARTICLE 10**  
**GRIEVANCE AND ARBITRATION PROCEDURE**  
*[Amended FY22 – FY24]*

**Section 10.1**      **DEFINITION OF A GRIEVANCE**

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

**Article 10, Grievance and Arbitration Procedure, continued:**

**Section 10.2 TIME LIMITS**

The time limits indicated hereunder shall be considered maximum unless extended by written mutual agreement.

**Section 10.3 GRIEVANCE PROCEDURE**

*[Amended FY22 – FY24]*

**1. Level 1 Informal**

Any employee alleging a violation, misapplication or misinterpretation of any of the terms and conditions of this Agreement should discuss the alleged violation(s) with the employee's immediate supervisor and attempt to resolve the issue(s). If the Parties are unable to resolve said issues, the employee shall proceed to Level 2 of the grievance procedure.

**2. Level 2**

An employee who alleges a violation of this Agreement shall consult the union steward who shall, if the alleged grievance is considered justified, reduce it to writing including a brief statement of facts and deliver three (3) copies of same to the Chief of Police and/or his/her designee, and one (1) copy to the Mayor's designee, currently the Director of Human Resources. A grievance must be submitted in writing within ten (10) days of the occurrence of the facts giving rise to it or within ten (10) days of knowledge of the facts underlying the grievance. Failure to submit the grievance in a timely manner shall constitute waiver of the grievance.

The Chief and/or his/her designee shall render a decision in writing within ten (10) days from the date written grievance is submitted. Failure to do so shall be deemed denial of the grievance.

**3. Level 3**

If the decision of the Chief and/or his/her designee does not resolve the grievance, the grievance shall be forwarded by the Union to the Mayor, together with a copy of the Chief's written response, within ten (10) days of the date of the Chief's decision. Failure to submit the grievance to the Mayor within the time limits shall waive the grievance. The Mayor and/or his/her designee shall render a decision within fourteen (14) days of the date the grievance is submitted. The Mayor and/or his/her designee shall meet with representatives of the Union prior to issuance of a written decision, if the same is requested by either of the Parties. However, if a meeting is requested, the time within which a decision is due shall be extended to twenty-one (21) days.

**4. Level 4**

If the alleged grievance is not resolved by the Mayor's determination, it may be submitted by either Party for arbitration to the American Arbitration Association or to a mutually agreeable alternate dispute resolution agency and/or individual provided that said application for arbitration is filed with the AAA or the alternate agency no later than thirty (30) days following the date of the Mayor's determination. Failure to submit the grievance to arbitration/resolution within the time prescribed shall waive the grievance.

**Section 10.4 ARBITRATION**

Any grievance which alleges a violation by the City or any one of its agents of one or more of the provisions of this Agreement, and which has not been settled under the procedures set forth herein, may be submitted by either Party to the American Arbitration Association or an alternate as set forth in Section 10.3. Failure to submit the grievance within the time limits prescribed shall constitute waiver of the grievance. The Parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator if they cannot mutually agree upon an arbitrator.

**Section 10.5 ARBITRATOR'S AUTHORITY**

The arbitrator/resolver so selected will confer with the representatives of the Union and the City and shall issue his/her decision, award and reasons therefore, not later than twenty (20) days from the date of the close of the hearings, or if all

**Article 10, Grievance and Arbitration Procedure, Section 10.5, continued:**

the hearings have been waived, then twenty (20) days from the day the final statement has been submitted to the arbitrator/resolver. The arbitrator/resolver shall be without power or authority to make any decision or award which violates the Common Law or statutory laws of the Commonwealth, or any rules and regulations promulgated pursuant thereto. The arbitrator shall be without power to add or to subtract from or otherwise modify the terms of this Agreement.

The arbitrator shall be without power to require the commission of any act prohibited by law or which violates any of the terms of this Agreement.

The Arbitrator shall be without power to render an award or decision concerning any matter which is excluded from the Grievance and Arbitration procedure of this Agreement. The arbitrator will be without power or authority to make any decision or award concerning any matter or grievance which occurred or failed to occur prior to the effective date of the Agreement. The decision of the Arbitrator will be final and binding except for review and confirmation (M.G.L. c. 150E).

**ARTICLE 11**  
**PROGRESSIVE DISCIPLINE**

All employees are subject to progressive discipline, up to and including termination. Discipline, up to and including termination, shall not be imposed in a manner which is arbitrary and/or capricious. Any employee who receives a Statement of Counseling and does not have any additional statement concerning the same subject during a one (1) year period shall have the statement returned.

Any employee who receives a written Letter of Reprimand shall have such letter placed in the employee's official personnel file. If, after three (3) years from the date of said reprimand there has been no reoccurrence of the action giving rise to the Letter of Reprimand, and provided that said removal is not in violation of any law, said letter shall be removed from the file and returned to the employee. If the employee has received a second disciplinary action on the same issue, the Letter of Reprimand shall not be removed.

**ARTICLE 12**  
**PROBATIONARY PERIOD**

**A. FULL TIME EMPLOYEES**

All full time employees shall be subject to a six (6) month probationary period, which shall begin upon the first day of employment with the City within the bargaining unit. An employee may be separated during this period without reason or recourse. Any employee who is not available for work during such period for more than ten (10) working days shall have their probationary period extended for a period of time equivalent to the aforementioned absence.

**ARTICLE 13**  
**COMPENSATION**

**Section 13.1**

**LONGEVITY**

1. The City agrees to pay longevity awards annually, prior to June 30<sup>th</sup> of each year. Longevity awards recognize years of service, which shall be calculated at the commencement of the applicable fiscal year.

| <b>YEARS OF SERVICE</b> | <b>ANNUAL AWARD</b> |
|-------------------------|---------------------|
| 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             |

**Article 13, Compensation, Section 13.1, continued:**

2. 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:

| <b>Anniversary Date</b>       | <b>% of Longevity Pay and/or Increase</b> |
|-------------------------------|---|
| July 2 through September 30   | 75%                                       |
| October 1 through December 31 | 50%                                       |
| January 1 through March 31    | 25%                                       |
| April 1 through June 30       | 0%  |

**Section 13.2****MILEAGE**

An employee covered by this Agreement who is required to use, and who actually uses his/her personal motor vehicle in the performance of his/her duties when authorized to do so by the department head or Mayor, shall be reimbursed for such use. The actual business mileage shall be reimbursed at the rate established by the Internal Revenue Service (IRS) for Federal Income Tax purposes, as of January 1 of each year or as established thereafter.

The employee shall keep a daily mileage log, to be supplied by the City. Managers and/or supervisors may periodically check the employee's vehicle odometer reading. Assignment and use of City owned vehicles is at the sole discretion of the Mayor.

**Section 13.3****NCIC/CJIS (NATIONAL CRIMINAL INFORMATION COMPUTER/CRIMINAL JUSTICE INFORMATION SYSTEM)**

The Chief of Police shall appoint a Dispatch Supervisor to be the NCIC/CJIS representative. Said Supervisor shall receive an additional two dollars (\$2) per hour, in addition to his/her regular hourly wage. In the absence of the appointed Dispatch Supervisor, the Chief of Police and/or his/her designee may appoint an alternate Dispatch Supervisor who shall receive the additional two dollars (\$2) per hour.

**Section 13.4****OTHER COMPENSATION PROVISIONS**

Effective July 1, 2015, all employees covered by this Agreement are required to participate in direct deposit for payroll processing requirements. The Parties acknowledge that said payroll is processed on a bi-weekly basis. Weekly salaries shall be rounded to the next highest dollar.

Upon such time that the City either upgrades the current MUNIS payroll system or replaces it with a similar payroll system, the City shall implement an electronic online employee time and attendance system. Said system shall manage hours worked, vacation, sick and personal time.

**Section 13.5****OVERTIME**

*[Amended FY18 – FY20]*

**A. ASSIGNMENT**

The City reserves the right to assign overtime to dispatchers as the City deems appropriate in its sound discretion. Police Officers should perform dispatch duties during an emergency only. Overtime shall be awarded in the following manner:

1. Voluntary (by lowest card);
2. Forced (by inverse seniority); and
3. Ordered from home (by inverse seniority)

**Article 13, Compensation, Section 13.5, continued:**

**B. COMPENSATION**

An employee retained on duty by the Department at the expiration of his/her regularly scheduled shift, or an employee who is called to work before his/her regularly scheduled shift, shall be paid at one and one-half (1½) times his/her base rate of pay for all overtime hours worked.

**C. RECALL**

Any fulltime employee recalled to work by the Department during regularly scheduled time off, other than as provided for above, shall be paid one and one-half (1½) times his/her base rate of pay for all overtime hours worked, but in no case shall this be less than four (4) hours at such rate.

**D. DISTRIBUTION**

*[Amended FY18 – FY20]*

Overtime shall be assigned by the Chief of Police or Department Head and/or designee and shall be distributed as equally and equitably as possible on an hourly and annual basis, so long as the employee is qualified in the opinion of the Chief and or Department Head and except in emergency situations as defined by the Chief.

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

**Section 13.6**

**SHIFT DIFFERENTIAL**

- Effective upon execution of the FY18 - FY20 Agreement, all Dispatchers who regularly work between the hours of 3:00 PM and 11:00 PM shall receive, in addition to any other compensation, a night shift differential of five dollars (\$5) per each full shift worked.
- Employees who regularly work between the hours of 11:00 PM and 7:00 AM shall receive, in addition to any other compensation, a night shift differential of four dollars (\$4) for each full shift worked.

The differential for either shift will not be paid during any leaves and will only be added to overtime pay that may otherwise be due and payable.

**Section 13.7**

**WAGES**

*[Amended FY21 – FY24]*

- Effective **July 1, 2021**, wages shall be increased by 2%.
- Employees will move one step on July 1<sup>st</sup> based on years of service.
- Effective **July 1, 2022**, wages shall be increased by 2%.
- Employees will not move any step based on years of service (i.e. frozen in step – employees will hold the same step for year 1 and year 2 of the 2021-2024 Agreement).
- Effective **July 1, 2023**, wages shall be increased by 2%.
- Employees will move one step on July 1<sup>st</sup> based on years of service.

The wage schedule, **Appendix A**, included in this Agreement shall replace and supersede all prior wage schedules.

Effective June 30, 2021, the new anniversary date for all employees shall be July 1<sup>st</sup> (this anniversary date of July 1 shall be applicable to all employees and shall extend going forward). For all other matters unrelated to the wage matrix, employees shall retain their anniversary date (Date of Hire) for purposes of seniority in accordance with the parties' CBA.

For purposes of clarification of hourly wage rate changes and appearing in this FY 2018 - 2020 Agreement only, the following change has been made:

**Article 13, Compensation, Section 13.7, continued:**

The entry level Dispatcher hourly wage shall be raised from \$16.02 to \$18.56 per hour, effective and retroactive to July 1, 2017. After six (6) months, provided that the employee's performance is satisfactory, the employee's step shall increase to Step 1, with a 1.5% hourly wage increase. All wages for each Step shall utilize the entry level rate as a base for subsequent Step hourly wages, with the 1.5% increase applied to each newly adjusted rate effective July 1, 2017. Thereafter, there shall be a two percent (2%) hourly wage increase between Steps.

**ARTICLE 14**  
**COURT ATTENDANCE**

**A. REQUIRED ATTENDANCE**

Any employee required or summonsed to attend any Court proceeding as a witness for the Commonwealth or for the defense, or appear at the Registry of Motor Vehicles in a proceeding for the Commonwealth or for the defense, at a time when the employee is normally off duty, shall receive pay at the overtime rate for not less than three (3) hours. This shall include appearance by the employee during vacation, scheduled days off at other times other than the employee's regularly scheduled shift.

**B. ATTENDANCE WHILE ON VACATION**

Any employee who is required to attend court during his/her vacation shall be granted an additional day's vacation in lieu of the day lost and in addition to the compensation set forth in this Article, except in cases where such employee is required or summonsed to attend Civil Court proceedings. In that event, said employee may elect to receive an additional day's vacation or receive payment to pursuant to Paragraph A. In no event shall the employee be entitled to receive both.

When an employee is required to attend court on a scheduled vacation day, the employee shall have the option of using the day or not using the day. If it is not used, the day shall be restored to the employee's existing vacation allotment.

**C. CANCELLATION NOTIFICATION**

If an employee is scheduled to attend court as a witness and is not notified by 23:30 hours (11:30 PM) on the day prior to the day of such court appearance, the employee shall be entitled to three (3) hours pay at straight time. The word "notification shall be reasonably interpreted.

**ARTICLE 15**  
**SHIFT AND HOURS OF WORK**  
*[Amended FY22 – FY24]*

**Section 15.1**

**AIRPORT LINEMEN**

*[Amended FY22 – FY24]*

**A. Hours of Work**

The regular work hours for Airport Linemen shall be eight (8) hours per day, forty (40) hours per week. The work week shall begin on Sunday and end on Saturday. Each employee shall be scheduled to work a shift with regular start and end times.

**B. Overtime**

Airport Linemen who work outside of their normal hours shall be paid as follows:

- Hours worked beyond eight (8) hours per day or beyond forty (40) hours per week shall be paid at time and one-half (1½) or employee shall elect to receive compensatory time at time and one-half (1½).

**Article 15, Shift and Hours of Work, Section 15.1, continued:**

**C. Meal Periods**

All Airport Linemen shall be granted an unpaid meal period of one (1) hour during each daily work shift. The meal period shall be scheduled at the middle of the shift whenever possible.

**D. Summer Hours of Work**

With the approval of the Airport Manager, Airport Linemen shall be allowed to work a four (4) day, forty (40) hour per week work schedule, from May 1<sup>st</sup> through September 30<sup>th</sup> of each year. The schedule shall include a day shift and an evening shift to accommodate the additional air traffic.

**Section 15.2**

**PARKING CONTROL OFFICERS**

*[Amended FY22– FY24]*

**A. Hours of Work**

The regular work hours for all Parking Control Officers shall be seven (7) hours per day, thirty-five (35) hours per week, Monday through Friday. Each employee shall be scheduled to work a shift with regular start and end times.

**B. Overtime**

Parking Control Officers who work outside of their normal hours shall be paid as follows:

- Hours worked beyond seven (7) hours per day or beyond thirty-five (35) hours per week shall be paid at time and one-half (1½) or employee shall elect to receive compensatory time at time and one-half (1½).

**C. Meal Periods**

*[Amended FY18 – FY20]*

All Parking Control Officers shall be granted an unpaid meal period of one half (1/2) hour maximum duration during each daily work shift. Whenever possible, the meal period shall be scheduled at the middle of the shift.

**Section 15.3**

**POLICE DISPATCHERS**

*[Amended FY22 – FY24]*

**A. Meal Periods**

The regular work week for civilian Police Dispatchers shall consist of forty (40) hours per week and shall include a paid one-half (1/2) hour meal period. Such meal period shall be taken, as far as practicable, at the midpoint of the shift. It is understood that it may not be possible for employees to leave the work site during the meal period.

**B. Breaks**

All civilian Police Dispatchers shall be entitled to two (2) ten (10) minute paid break periods, the first to be taken during the first four (4) hours of the shift and the second to be taken during the second half of the shift. It is understood that it may not be possible for employees to leave the work site during the break period.

If the City contemplates making changes to the scheduled hours of work, the City shall notify the Union of its intent to make changes and at the Union's request, the Parties shall meet and confer under the provisions of M.G.L. c. 150E to discuss said proposed changes. The City shall give at least one (1) week notification of any contemplated changes in schedule, except in emergency situations.

**C. Shift Swap/Changes**

*[Amended FY22 – FY24]*

A civilian Police Dispatcher may secure another dispatcher of the same rank to work in his/her place. The dispatcher's commanding officer (OIC) shall be notified twenty-four (24) hours in advance of such a shift swap or change. Except for emergency situations, no dispatcher shall be forced to work two days in a row within the same four-day work cycle and no

**Article 15, Shift and Hours of Work, Section 15.3, continued:**

dispatcher shall be required to work more than sixteen (16) hours in any twenty-four (24) hour period, whether such time is regular detail, overtime or shift swap/change duty. No shift swap shall create overtime for the department.

**D. Tours of Duty**

Dispatchers may be required to remain at work for a second shift and/or additional hours in accordance with the needs of the department. Except for emergency situations, dispatchers will not work more than sixteen (16) consecutive hours without eight (8) hours of time off immediately following. Dispatchers will not be required to work more than two (2) forced overtime shifts during any four (4) day, unbroken tour of duty.

**ARTICLE 16**  
**HOLIDAYS**

*[Amended FY22 – FY24]*

All permanent full time employees who are not scheduled to work shall receive a day's pay for each of the following holidays:

| <b>PAID HOLIDAYS</b>            |                                     |
|---------------------------------|-------------------------------------|
| ❖ <b>New Year's Day</b>         | ❖ <b>Labor Day</b>                  |
| ❖ <b>Martin Luther King Day</b> | ❖ <b>Columbus Day</b>               |
| ❖ <b>President's Day</b>        | ❖ <b>Veteran's Day</b>              |
| ❖ <b>Patriot's Day</b>          | ❖ <b>Thanksgiving Day</b>           |
| ❖ <b>Memorial Day</b>           | ❖ <b>Day after Thanksgiving Day</b> |
| ❖ <b>Fourth of July</b>         | ❖ <b>Christmas Day</b>              |
| ❖ <b>Juneteenth</b>             |                                     |

1. Employees required to work or called in to work on any of the holidays listed above as part of his/her regular work schedule shall be entitled to receive time and one-half (1½) for all hours worked, based upon the employee's regular rate of pay. If a holiday occurs during an employee's vacation, the day shall be charged to holiday pay.
2. A day's pay, for the purposes of a holiday, shall be based on the hourly rate of the employee's regular daily rate of pay. All employees required to work on a holiday shall be entitled to holiday pay, based upon the actual hours worked or a day(s) owed. Days owed shall not exceed forty (40) hours.
3. All part time employees who are required to work on a holiday shall be entitled to holiday day, which shall be prorated based upon the actual hours worked or a day(s) owed. Day owed shall not exceed forty (40) hours.
4. Except in emergency situations, an employee's regular schedule and the Overtime List shall determine which employees will work on such holidays.

**ARTICLE 17**  
**LEAVES OF ABSENCE**

*[Amended FY18 – FY20]*

**Section 17.1**

**BEREAVEMENT**

*[Amended FY18 – FY20]*

In the event of a death in the immediate family of an employee, the employee shall be entitled to a reasonable period of leave for the purposes of attending funeral services or arranging burial. Such leave shall neither be charged against any of the employee's accrued leave balances nor result in loss of pay. An employee may, with the supervisor's approval, use any available paid leave for additional time off.

1. Immediate family shall be construed as father, mother, spouse, brother, sister, daughter, son, grandparent, grandchild, aunt, uncle, first cousin, father-in-law and mother-in-law of the employee or a blood relative residing within the employee's household. Bereavement leave for an immediate family member shall be three (3) days.

**Article 17, Leaves of Absence, Section 17.1, continued:**

2. In the event of the death of a spouse's grandparent, aunt, uncle, sister-in-law or brother-in-law, the employee shall be granted one (1) day off to attend the funeral.
3. In the event of the death of an employee or retiree of the bargaining unit, one (1) member of the unit shall be granted appropriate leave to attend the funeral when possible.
4. The Chief of Police or Department Head shall have the discretion to extend the bereavement leave to five (5) days in exceptional circumstances. Proof of loss may be required.

**Section 17.2**

**FAMILY MEDICAL LEAVE ACT (FMLA)**

*[Amended FY18 – FY20]*

All employees covered by this Agreement are eligible to request a leave of absence without pay in accordance with the provisions of the Family Medical Leave Act. In no case, however, shall a leave of more than twelve (12) weeks be granted within a twelve (12) month period.

Employees are required to request said leave in writing and to provide medical documentation concerning the necessity for such leave. Employees may apply any accrued leave balances (personal, sick, vacation) in order to receive compensation during said leave period. Employees are responsible for any co-payments for benefits during such leave.

The City shall cooperate and comply with all local, state and federal laws related to the Family Medical Leave Act (FMLA) of 1993, as amended.

**Section 17.3**

**JURY DUTY**

The City of Fitchburg encourages employees to fulfill their civic responsibilities by performing jury duty service when required.

1. An employee selected for jury duty shall receive his/her regular daily rate of pay for the first three (3) days of jury service.
2. For additional days of service, the City will pay the difference between the employee's regular straight time rate of pay and any payment received for such jury duty. The employee will be required to present proper evidence of said jury duty and the amount of compensation for such service, exclusive of travel or meal allowances.
3. Either the City or the employee may request excusal from jury duty if, in the City's judgment, the employee's absence would create serious operational difficulties.
4. All insurance benefits shall remain in full effect during the term of the employee's jury duty absence, provided said employee continues to make co-payments as required.
5. Accrual for benefits such as holiday, sick or vacation leave shall not be effected during unpaid jury duty.

**Section 17.4**

**MILITARY LEAVE**

*[Amended FY18 – FY20]*

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

**Section 17.5**

**PARENTAL LEAVE ACT**

*{Added FY18 – FY20}*

The Parental Leave Act, effective April 7, 2015, expands the current maternity leave law, pursuant to M.G.L. c. 149, §105D. This gender neutral law provides up to eight (8) weeks of unpaid leave for the purpose of giving birth or for the placement of a child under the age of eighteen (18) or age twenty-three (23), if the child is mentally or physically disabled, for adoption. Both men and women are entitled to Parental Leave, provided the following:

- Such Leave shall apply to employees, classified as full time and benefited only and who have completed at least three (3) months of her/his required probationary period;
- Such Leave shall be unpaid, unless the employee chooses to use accrued personal, sick or vacation leave;

**Article 17, Leaves of Absence, Section 17.5, continued:**

- Said employee must provide a two (2) week notice of departure seeking such Parental Leave and the employee's intention to return or as soon as is practicable if a delay is due to reasons beyond the employee's control;
- Should two (2) employees of the City give birth to or adopt the same child, the two (2) employees are entitled to an aggregate of with (8) weeks' leave;
- The City shall cooperate and comply with all local, state and federal laws related to the Parental Leave Act.

**Section 17.6**

**SICK LEAVE**

*[Amended FY18 – FY20]*

**A. ACCRUAL**

1. All employees, except new employees when entitled thereto, shall be granted Sick Leave aggregating not more than fifteen (15) days, on January 1 of each year, exclusive of regularly scheduled days off. Sick Leave allowance not used in any particular year may accumulate in an unlimited fashion for use in any subsequent year.
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 for the succeeding twelve (12) months. On the first anniversary of the date of appointment, they shall be credited with the difference between the number of days of sick leave they have earned until such date and fifteen (15) sick leave days provided to other employees.

**B. UTILIZATION**

1. Employees shall call the Department as soon as possible when utilizing a sick day but in no case no later than one (1) hour before the beginning of their regularly scheduled shift.
2. The Department supervisor shall have the right to request a physician's note when an employee is absent from work for three (3) or more regularly scheduled shifts. The supervisor has the right to require a physician's note if abuse of sick leave is suspected. An employee may be subject to discipline up to and including termination for abuse of Sick Leave.

**Section 17.7**

**SICK LEAVE PERSONAL DAYS**

**A. ACCRUAL**

1. An employee who does not use Sick Leave shall be granted four (4) hours of personal time for each calendar month said employee does not use sick time. Such personal time shall be cumulative to a maximum of forty-eight (48) hours.
2. An employee who does not use Sick Leave for six (6) consecutive calendar months shall be granted one (1) additional personal day at the end of the sixth month.
3. When an employee is receiving benefits under the provisions of M.G.L. Ch. 152, Worker's Compensation, said employee shall not continue to accrue Sick Leave. If the employee works a portion of a calendar year, said employee will receive a proportionate amount of Sick Leave.
4. In the event of the birth of a child to the spouse of an employee, the employee may use up to two (2) days of Sick Leave, which shall be charged against said employee's accrued Sick Leave balance. However, such Sick Leave usage shall not affect the employee's accumulation of personal days.

**B. BUYBACK**

1. There shall be no limit on the amount of accumulated personal time an employee may buy back; however, employees are limited to two (2) buyback events in any calendar year.
2. The City agrees to pay each permanent employee, or the designated beneficiary, or his/her estate, an amount of money equivalent to twenty-five percent (25%) of the employee's accumulated Sick Leave as of the date of the employee's death or retirement but in no event more than Ten Thousand Dollars (\$10,000). A day's pay, for purposes of this Article, shall be computed as one-fifth (1/5<sup>th</sup>) of the employee's regular weekly pay on the date

**Article 17, Leaves of Absence, Section 17.7, continued:**

of the employee's retirement or death. Application for this benefit must be made by the employee's estate within six (6) months of the employee's retirement from employment or death to be eligible. A beneficiary selection form appears as **Appendix B** to this Agreement.

**Section 17.8****WORKER'S COMPENSATION**

Sick Leave may only be granted in accordance with provisions of Chapter 35, Personnel Policies, of the City Code of the City of Fitchburg. Sick Leave shall not be granted to or accrued by an employee who is receiving compensation pursuant to M.G.L., Ch. 152, Workers' Compensation.

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

**Section 17.9****EXTENDED SICK LEAVE**

Extended Sick Leave, in excess of an employee's earned and accumulated Sick Leave, shall only be granted to an employee upon recommendation of a majority of the Sick Leave Board. Such Board shall consist of the Chief of Police or Department Head, the Director of Human Resources and one (1) employee from the bargaining unit. Awards made in accordance with the provisions of this Article shall not be subject to the Grievance and Arbitration Procedure.

**Section 17.10****VACATION**

*[Amended FY18 – FY20]*

**A. ELIGIBILITY AND ACCRUAL**

1. When employees first become employed by the City of Fitchburg, they are eligible for vacation after 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. Part time employees who qualify shall be granted prorated vacation benefits.
2. Employees become eligible for the next vacation increment level on the anniversary date of the current year if your hire date falls between January and June of that year. If your hire date falls between July and December, you will eligible for the additional week on the January 1 of the following year in which your anniversary occurs.

| <b>Month of Hire</b> | <b>Non-Exempt/Exempt</b>                     |
|----------------------|--|
| 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     |

**Article 17, Leaves of Absence, Section 17.10, continued:**

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

| <b>Completed Years of Service</b> | <b>Non Exempt (Hourly)and Exempt (Salary)</b> |
|-----------------------------------|---|
| 1 through 4                       | 2 weeks                                       |
| 5 through 9                       | 3 weeks                                       |
| 10 through 14                     | 4 weeks                                       |
| 15 or more                        | 5 weeks                                       |

**B. UTILIZATION AND CARRYOVER**

1. All vacation usage shall require prior approval from and shall be granted at the discretion of the appropriate supervisor, subject to the needs of the applicable department (Chief of Police for Dispatchers, Treasurer for Parking Control Officers and Airport Manager for Linemen). Such vacation requests shall be made in writing.
2. Vacation must be taken in the calendar year in which it is earned, however, an employee may carry forward no more than eight (8) days of vacation from a previous year.
3. Employees who desire to carry over more than eight (8) days may make a written request to the Mayor. The determination of the Mayor shall be final and shall not be subject to the Grievance Procedure.

**C. BUYBACK**

1. As per the Code of the City of Fitchburg, Ch. 35, §7, 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 ten (10) vacation days for up to two (2) week's pay.
2. Employees employed for less than five (5) years shall be allowed, in each calendar year, to exchange five (5) vacation days for up to one (1) week's pay.

This revised vacation matrix/schedule is effective with the execution of this Agreement and shall not be applied retroactively to any employee's current vacation leave, with the exception of those employees with a start date on or after July 1, 2017.

**ARTICLE 18**  
**EMPLOYEE BENEFITS**  
*[Amended FY18 – FY20]*

**Section 18.1**

**MEDICAL 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), the City shall provide employees with the following:

- Medical Insurance, either Blue Cross/Blue Shield with options of Blue Care Elect, Blue Choice, HMO Blue or another similar insurance plan; Premiums costs shall be paid by the City at either seventy percent (70%) or seventy-five percent (75%) and thirty percent (30%) or twenty-five percent (25%) to be paid by the employee, dependent upon which plan the employee selects.
- Life Insurance in the amount of fifteen thousand dollars (\$15,000), premium costs of which shall be paid at seventy-five percent (75%) paid by the City and twenty-five percent (25%) paid by the employee. The employee has the option of purchasing additional life insurance and shall pay one hundred percent (100%) of all premium costs.

**Section 18.2**

**DISABILITY INSURANCE**

The employee has the option of participating in the Disability Insurance plan. The employee shall pay one hundred percent (100%) of the premium costs.

**Article 18, Employee Benefits, continued:**

**Section 18.3**

**DEFERRED COMPENSATION**

*[Amended FY18 – FY20]*

The City shall provide payroll deduction for all employees who elect to participate in the Deferred Compensation program, currently provided by VOYA. The employee shall pay one hundred percent (100%) of any associated costs.

**Section 18.4**

**PENSION/RETIREMENT SYSTEM**

**A. Full Time Employees\***

All employees who work an average of twenty (20) hours or more per week are required to participate in the Public Employee Retirement Administration Commission (PERAC) pension system, as follows:

1. All employees shall contribute nine percent (9%) of their pre-tax salary/wages into the pension system.
2. Employees earning annual compensation of thirty thousand dollars (\$30,000) or more shall be subject to an additional two percent (2%) of withholding applied to the dollar amount of compensation which is in excess of thirty thousand dollars (\$30,000).
3. Employees are vested in the pension program after ten (10) years of creditable service.

**B. Part Time Employees\***

All employees who work an average of less than twenty (20) hours per week shall participate in the Deferred Compensation program, as required by federal law, as follows:

1. All employees shall contribute seven and one-half percent (7½%) of their pre-tax salary/wages into the plan.
2. If an employees' work hours reach an average of more than twenty (20) hours per week, the employee shall be eligible to transfer into the PERAC pension system.
3. Years of creditable service in the PERAC system shall be calculated from the date of eligibility and not the date of hire.

\* Any claim for payment made by an employee shall not be subject to the Grievance and Arbitration procedures of this Agreement and shall be subject only to the procedures, rules and regulations set forth in each program.

**Section 18.5**

**PROTECTION**

*[Amended FY18 – FY20]*

The City agrees to accept the provisions of M.G.L. ch.41, §100, Indemnification, for damages incurred due to injuries arising out of operation of publicly owned vehicles, machinery, etc.

**ARTICLE 19**

**EDUCATIONAL BENEFITS**

*[Amended FY22 – FY24]*

**Section 19.1**

**MANDATORY TRAINING**

Employees attending mandatory training programs, at the request/direction of the Chief of Police and/or his/her designee, on the employees' regularly scheduled work days, shall be compensated at his/her regular rate. Employees attending training are expected to return to work after such training for the remainder of their regularly scheduled work hours after such training.

If the time of attendance of the training is scheduled on the employee's day off, the employee shall be credited with one and one-half (1½) times the employee's regular rate of pay for the actual hours attending said training.

The City shall pay all tuition, fees and cost of books for required training programs.

**Article 19, Educational Benefits, continued:**

**Section 19.2                    OPTIONAL TRAINING PROGRAMS**

An employee covered by this Agreement may request to attend training programs, courses and/or seminars. The employee may be entitled to tuition reimbursement, provided that the employee applies in advance in writing to the Chief of Police or Department Head for authorization and approval to attend such course. Such attendance and tuition reimbursement shall be at the sole discretion of the Chief or Department Head.

The City shall establish an Educational Fund in the amount of Three Thousand Dollars (\$3,000) annually to reimburse eligible employees for authorized optional training programs.

**ARTICLE 20**  
**EMPLOYEE PERFORMANCE EVALUATIONS**  
*[Amended FY18 – FY20]*

All members covered by this Agreement shall be evaluated by use of **Appendix B**, Employee Performance Evaluation form. In order to qualify for a Step Increase, the employee must receive an "Acceptable" rating or above for the amount of time indicated in the "Years in Step" section of the wage matrix. For steps which are two (2) years in duration, the employee must receive an "Acceptable" rating on such evaluation for each year within said step.

Performance evaluations are due by May 30 of each year and are to be completed by the employee's immediate supervisor or shift commander and submitted to the Department Head (if different) for approval of the evaluation rating and a recommendation or non-recommendation of a step increase. In the event that the employee does not agree with the evaluation, it shall be forwarded to the Director of Human Resources for review. If, after such review, the employee does not agree, the rating may be appealed to the Mayor for further review.

**ARTICLE 21**  
**UNIFORM ALLOWANCE**  
*[Amended FY22 – FY24]*

**Section 21.1                    PAYMENTS**

*[Amended FY18 – FY20]*

The Employer will include in the recommended municipal budget for each fiscal year during the term of this Agreement, funding for uniforms and cleaning as follows:

1. Police Dispatchers:                        Five Hundred Dollars (\$500)
2. Parking Control Officers:                Six Hundred Fifty Dollars (\$650)
3. Airport Linemen:                            Six Hundred Fifty Dollars (\$650)

Payment of the uniform allowance shall be paid in a separate check to member employees on a non-payroll week. The fiscal quarter in which such payment shall be made shall be chosen by the City and the week shall be chosen by the Union. Such payment shall be made in December of each year, in conjunction with the Quinn Bill/Education Incentives schedule paid to eligible employees of the Fitchburg Police Department.

**Section 21.2                    UNIFORMS**

*[Amended FY22 – FY24]*

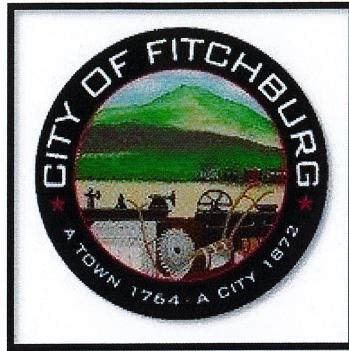
The style and number of uniforms shall be determined by a committee composed of two (2) representatives from the bargaining unit, the Chief of Police for Civilian Police Dispatchers, the City Treasurer for Parking Control Officers and the Municipal Airport Manager for Airport Linemen provided that the City shall reserve final determination making authority with respect to the uniform selection. All Police Dispatchers, Parking Control Officers and Airport Linemen shall be required to wear their respective, complete uniform in accordance with the department's rules and regulations when on duty. Any Union member who is on duty without proper uniform may be subject to disciplinary action.

**Article 21, Uniform Allowance, continued:**

**Section 21.3                    ELIGIBILITY**

New employees must have an effective date of employment of July 1 and be employed for a period of six (6) months prior to December 1 each year to be eligible for the uniform allowance.

Employees separated from employment prior to December 1 of any year are not eligible to receive the uniform allowance.



In witness whereof, the Parties hereto set their hands and seals on this **29<sup>th</sup>** day of **March 2023**.

**City of Fitchburg:**

The signature of Stephen L. DiNatale, Mayor of Fitchburg.

**Stephen L. DiNatale**

Mayor

The signature of Susan A. Davis, Director of Human Resources.

**Susan A. Davis**

Director of Human Resources

The signature of Ernest L. Martineau, Chief of Police.

**Ernest L. Martineau**

Chief of Police

**MassCOP, Local #492**

The signature of Rebecca Gilbert, President of MassCOP.

**Rebecca Gilbert**

President

The signature of Terry Parker, Secretary of MassCOP.

**Terry Parker**

Secretary



**APPENDIX A**  
**City of Fitchburg**  
**Massachusetts Coalition of Police**  
**Wage Schedules**  
**Fiscal Year 2021**  
**and**  
**Fiscal Years 2022 - 2024**

# Introduction

## Beneficiary Selection Form

### (If Member Dies Before Retirement)

Form Last Revised: October, 2001

---

The *Beneficiary Selection Form* allows a member to select an eligible beneficiary to receive an allowance if the member dies before retirement and to select a beneficiary(ies) to receive payment of accumulated deductions and other payments due to a member if the member dies before retirement. Keep in mind:

- Only certain of your relatives qualify as an eligible beneficiary for benefits under G.L. c. 32, § 12(2)(d), but any person or entity can be selected as a beneficiary(ies) for a return of your accumulated total deductions.
- Your selection on this form may be superseded by an eligible spouse under the provisions of G.L. c. 32, § 12(2)(d) if you die before retirement.
- This form becomes void upon your retirement.
- If you divorce or your personal situation changes, you may wish to file a new form with your retirement board.



# Beneficiary Selection Form (If Member Dies Before Retirement)

Form Last Revised: October, 2001

Retirement  
Board: Please  
place your address  
and phone  
number here. ▶

## Choice of Beneficiary to Receive a Return of Accumulated Total Deductions at Member's Death

I, (Print Name)  , a member of the  Retirement System hereby request the Board of Retirement to pay any sum referred to in G.L. c. 32, § 11(2)\* due at my death to the following beneficiary or beneficiaries in the proportions designated.

My selection may be superseded by a selection under G.L. c. 32, § 12(2)(d) if I die leaving an eligible spouse who elects to receive a monthly benefit.

I understand that I may change my beneficiary designation at any time prior to my retirement and that upon my retirement, this form becomes void.

\*The types of payments covered under G.L. c. 32, § 11(2) include:

- The payment of the accumulated deductions credited to a member's account in the annuity savings fund at the date of death when the member's death occurs prior to his/her retirement.
- The amount of any uncashed checks payable to a member at his or her death.
- Any person or entity may be a beneficiary under G.L. c. 32, § 11(2). Give complete name and address of each beneficiary below:

|         |                      | Proportion To Be Paid |
|---------|----------------------|-----------------------|
| Name    | <input type="text"/> | <input type="text"/>  |
| Address | <input type="text"/> |                       |
| Name    | <input type="text"/> | <input type="text"/>  |
| Address | <input type="text"/> |                       |
| Name    | <input type="text"/> | <input type="text"/>  |
| Address | <input type="text"/> |                       |
| Name    | <input type="text"/> | <input type="text"/>  |
| Address | <input type="text"/> |                       |

Member's Signature  Date

Member's Address

COMMONWEALTH OF MASSACHUSETTS | PUBLIC EMPLOYEE RETIREMENT ADMINISTRATION COMMISSION  
WEB | [WWW.MA.US/PERAC](http://WWW.MA.US/PERAC)



|                    |       |      |                   |
|--------------------|-------|------|-------------------|
| Member's Last Name | First | M.I. | Social Security # |
|--------------------|-------|------|-------------------|

**To Be Completed by Witness of Choice of Beneficiary of Accumulated Total Deductions.**

Signature of Witness \_\_\_\_\_ Date \_\_\_\_\_

Name of Witness (Print) \_\_\_\_\_

**Choice of Option (D) Beneficiary**

I, (Print Name) \_\_\_\_\_, a member of the \_\_\_\_\_ Retirement System, hereby nominate the beneficiary \* listed below, under the provisions of G.L. c. 32, § 12(2)(d) to receive from the retirement system a benefit equal to the Option (C) retirement allowance which would otherwise have been payable to me in the event that I die before being retired.

I understand that I may change my beneficiary designation at any time prior to my retirement and that upon my retirement this form becomes void.

I understand that this choice of Option D Beneficiary can be superceded if, at my death, I leave a spouse to whom I have been married for over one year and with whom I am living on the date of my death, or if living apart, for justifiable cause as determined by the Retirement Board.

**Beneficiary**

|   |                                      |
|---|--------------------------------------|
| Name of Eligible Beneficiary                      | Beneficiary's Relationship to Member |
| Beneficiary's Date of Birth (Attach birth record) | Beneficiary's Social Security #      |

**Member**

|                         |                            |     |
|-------------------------|----------------------------|-----|
| Member's Signature      | Date                       |     |
| Member's Street Address | Member's Social Security # |     |
| City/Town               | State                      | Zip |

**To Be Completed by Witness of Choice of Option D Beneficiary**

Witness' Signature \_\_\_\_\_ Date \_\_\_\_\_  
Witness' Name (Print) \_\_\_\_\_

\* An eligible beneficiary is defined under G.L. c. 32, § 12(2)(d) as the spouse, former spouse who has not remarried, child, father, mother, sister or brother of the member.

**APPENDIX C**  
**City of Fitchburg/MassCOP/Local 492**  
**FY22 - FY24**

**Employee Performance Evaluation**

Employee: Last: \_\_\_\_\_ First: \_\_\_\_\_ Date: \_\_\_\_\_  
 Job Title/Position: \_\_\_\_\_ Current Grade/Step: \_\_\_\_\_  
 Rate: \_\_\_\_\_ Frequency: \_\_\_\_\_

Date of Hire: \_\_\_\_\_ Last Evaluation Date: \_\_\_\_\_ Next Step Eligibility Date: \_\_\_\_\_

Evaluation Type: \_\_\_\_\_ Probation \_\_\_\_\_ Annual Evaluation Period: From \_\_\_\_\_ To \_\_\_\_\_

**NOTE: Check the appropriate box that most closely describes the employee's performance. Use extra sheet for additional comments.**

| <b><u>TEAMWORK</u></b>                                 | <b><u>POINTS</u></b> | <b><u>COMMENTS</u></b> |
|--|----------------------|------------------------|
| Lacks spirit of cooperation and work sharing.          | 10                   |                        |
| Difficult to work with. Prefers to work alone.         | 20                   |                        |
| Cooperates well with others and actively participates. | 30                   |                        |

| <b><u>JOB KNOWLEDGE</u></b>   | <b><u>COMMENTS</u></b> |
|---|------------------------|
| Has difficulty with present work. Needs additional training and/or understanding to adequately perform job. | 10                     |
| Occasionally has difficulty with work. Should continue to acquire job knowledge and skills to perform job.  | 20                     |
| Possesses adequate understanding and knowledge to carry out assignments.                                    | 30                     |

| <b><u>QUALITY OF WORK</u></b>  | <b><u>COMMENTS</u></b> |
|--|------------------------|
| Inconsistent and often below expected requirements.                  | 10                     |
| Sometimes inconsistent and occasionally below expected requirements. | 20                     |
| Meets expected requirements.   | 30                     |

| <b><u>EFFORT AND INITIATIVE</u></b>   | <b><u>COMMENTS</u></b> |
|---|------------------------|
| Makes little effort to get work done. Needs constant supervision and follow-up.                   | 10                     |
| Sometimes requires extra supervision. May be slower than expected when completing assigned tasks. | 20                     |
| Requires minimal supervision. Takes on new tasks willingly and completes them in a timely manner. | 30                     |

| <u>PUNCTUALITY AND EFFICIENCY</u>   | <u>POINTS</u> | <u>COMMENTS</u> |
|---|---------------|-----------------|
| Often arrives late and/or is a chronic absentee. Is slow getting started and/or takes excessive breaks. Does not organize tasks well. Output is below expectations. | 10            |                 |
| Occasionally arrives late and/or absent. Completion of assigned tasks may be slower than expected.  | 20            |                 |
| Is punctual and regular in attendance. Organizes tasks efficiently and work output meets expectations.  | 30            |                 |

| <u>SAFETY</u>   | <u>COMMENTS</u> |
|---|-----------------|
| Careless and unobservant. Unsafe work habits could present a danger to self and others.   |                 |
| Occasionally ignores safety rules and proper procedures.                                  | 20              |
| Is well aware of proper safety procedures, is careful and exhibits good safety practices. | 30              |

| <u>TOOLS AND PROPERTY</u>  | <u>COMMENTS</u> |
|--|-----------------|
| Shows lack of respect and misuses tools, equipment and surroundings.                       | 10              |
| Occasionally shows lack of respect for work place, tools and equipment.                    | 20              |
| Is conscientious about the condition of tools, equipment and appearance of the work place. | 30              |

| <u>ATTITUDE TOWARDS MANAGEMENT</u>  | <u>COMMENTS</u> |
|---|-----------------|
| Usually antagonistic towards authority. Holds management and supervisors in low regard. | 10              |
| Sometimes exhibits low regard for authority. May occasionally be argumentative.         | 20              |
| Is willing to openly and respectfully discuss disagreements and issues.                 | 30              |

| <u>RULES AND REGULATIONS</u>   | <u>COMMENTS</u> |
|--|-----------------|
| Shows little regard for department rules and regulations. frequently disagrees with and/or ignores policy. | 10              |
| May occasionally deviate from rules and regulations.   | 20              |
| Adheres to department rules and regulations.   | 30              |

Employee: \_\_\_\_\_

Date: \_\_\_\_\_

| <u>CARRYING OUT INSTRUCTIONS</u>  | <u>POINTS</u> | <u>COMMENTS</u> |
|---|---------------|-----------------|
| Exhibits deficiency in understanding and completing specific assignments.   | 10            |                 |
| Occasionally misses objective even though putting forth a sincere effort.   | 20            |                 |
| Accurately carries out instructions. Does not hesitate to seek clarification from supervisor if there is uncertainty or disagreement. | 30            |                 |

**General Comments:**

### **Employee Comments:**

---

---

---

---

---

Employee: \_\_\_\_\_

Date: \_\_\_\_\_

---

**TOTAL POINTS**

**SCORED:** \_\_\_\_\_

**ADVANCEMENT:** \_\_\_\_\_ **RECOMMENDED** \_\_\_\_\_ **NOT RECOMMENDED**

**SIGNATURES:**

**EMPLOYEE:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**DEPARTMENT  
HEAD:** \_\_\_\_\_ **Date:** \_\_\_\_\_

SAVE  
FORM

CLEAR  
FORM

PRINT  
FORM