



MEMORANDUM OF AGREEMENT

Between the
CITY OF FITCHBURG, MA
And the
Service Employees International Union
Local 888/Wastewater Treatment Facility
May 2023



The City of Fitchburg (the "City") and the Service Employees International Union, Local 888, **Wastewater Treatment Facility**, (the "Union"), collectively referred to as the "Parties", have concluded negotiations over changes to the terms for the successor Collective Bargaining Agreement ("CBA") between the Parties covering the period of fiscal years July 1, 2023 through June 30, 2026. Further, the Parties agree to extend their 2021 – 2023 CBA from July 1, 2023 through June 30, 2026, in all respects, except as modified by this Memorandum of Agreement. All changes shall become effective as of the date of the signing of this Agreement, except as specifically provided for herein. The Parties agree to the following modifications:

1. Article 1, Recognition, Successor Agreement, pg. 6

- a. Eliminate Senior Chemist and Chief Engineer from the last paragraph.

2. Article 2, Effective Date of Agreement, pg. 6

- a. Eliminate "July 1, 2020 through June 30, 2023.
- b. Replace with "July 1, 2023 through June 30, 2026."

3. Article 14, Hours of Work and Overtime, Section 14.1, pg. 11

- a. Add the following language to bullet point #1:

"The laboratory chemists and sanitary engineering aides do not work on holidays."

- b. Add the following language after the last bullet point in paragraph C:

"An Operator functioning as Pressman is responsible for all sludge dewatering and conditioning and cannot be included in the 6:00AM to 2:00PM staffing minimum. The Pressman on the 2:00PM to 10:00PM shift may be utilized as an Operator in the event of an emergency. As such, the position may be included in the 2:00PM to 10:00PM staffing minimum."

4. Article 15, Call in Procedure, pg. 13

B. West Plant

- a. Eliminate the following language:

"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."

- b. Replace with the following:

"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."

5. Article 16, Wages and Compensation, Section 16.4, Promotions/Demotions, pg. 16

- a. Eliminate language in bullet point #1.
- b. Amend "four" to "one" in current bullet point #2.

6. Article 16, Wages and Compensation, Section 16.6, pg. 17

- A 3% wage increase shall become effective July 1, 2023;
- A 3% wage increase shall become effective July 1, 2024; and
- A 3% wage increase shall become effective July 1, 2025.

7. Article 19, Leaves of Absence, Section 19.1, Bereavement, pg. 19

- a. Amend "a reasonable period of leave from his/her regularly scheduled duties" in paragraph 1 to "five (5) days bereavement leave..."
- b. Amend "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" to "In the event of the death of an aunt or uncle of an employee, s/he shall be granted two (2) days off to attend the funeral."
- c. Eliminate the following language:

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

8. Article 19, Leaves of Absence, Section 19.6.2, Sick Leave Personal Days, pg. 22

- d. Paragraph C, Current Employees: Amend twelve (12) to "six (6)" and twelfth (12th) to "sixth (6th)".

9. Article 20, Health and Welfare, Section 20.7 Replacement of Eyeglasses, pg. 27

- e. Amend "Two Hundred and Twenty-Five Dollars (\$225)" to "Three Hundred Dollars (\$300)".

10. Article 22, Clothing, Section 22.2, Clothing Allowance Stipend, pg. 28

- f. Amend "Five Hundred Dollars (\$500)" to "Seven Hundred Dollars (\$700)."

11. Article 27, Education and Promotional Training, Section 27.3, pg. 31

- g. Add the following language (as a sentence) after the last bullet point of Paragraph B, Mandatory Professional Training:

"In the event that any approved professional training and/or educational course, in accordance with the provisions of Section 27.2, Course Approval, is scheduled during an employee's off hours, said employee will be paid for the actual number of hours s/he attends such approved training and/or class. This shall apply to both elective and mandatory training and/or educational courses."

12. Article 27, Education and Promotional Training, Section 27.4, Exam Time Off, pg. 32

- a. Add the following language as the 2nd sentence of section:

"In the event that an examination for an approved professional training and/or educational course, in accordance with the provisions of Section 27.2, Course Approval, is scheduled during an employee's off hours, said employee will be paid for the actual number of hours used for such examination. This shall apply to both elective and mandatory training and/or educational courses."

13. Article 27, Education and Promotional Training, Section 27.5 pg. 33

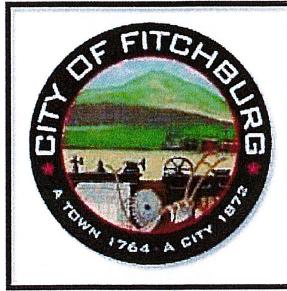
- a. Paragraph B, Stipends, sentence #2: Amend "Five Hundred Dollars (\$500)" to "Six Hundred Fifty Dollars (\$650)."

14. Article 28, Employee Performance Evaluation, Section 28.1, Procedure, pg. 33

- h. Amend "(Appendix ##)" to "(Appendix A)".
- i. Eliminate the following language: "Note: Employees at Steps One and Two are not subject to these performance evaluations until they reach Step Three."
- j. Add the following language: "Employees in all Grades and Steps will receive an annual performance evaluation."

Appendices:

1. Appendix A: Wage Matrix



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

In witness whereof, the Parties hereto set their hands and seals on this 10th day of **May, 2023**.

City of Fitchburg:

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

Mayor Stephen L. DiNatale

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

Susan A. Davis
Director of Human Resources

**Service Employees International Union/Local
888/Wastewater Treatment Facilities:**

The signature of Bruce Laitinen, President.

Bruce Laitinen
President

The signature of Brian Nolan, Vice President.

Brian Nolan
Vice President

The signature of Timothy Jaitlet, Secretary / Treasurer.

Timothy Jaitlet
Secretary / Treasurer

The signature of Daniel Bunting, Steward.

Daniel Bunting
Steward

The signature of Joshua Clancy, SEIU Field Representative.

APPENDIX A

City of Fitchburg / SEIU / Local 888 / WWTF
Wage Matrix
Fiscal Years 2024 - 2026

	Years in Step Step Levels	1	1	1	2	2	2	2	2	2	2	2	
		1	2	3	4	5	6	7	8	9	10	11	
Grade	Title												
1	Assistant Mechanic	7/1/2023	24.17	24.85	25.65	26.40	27.21	28.01	28.85	29.71	30.58	31.46	32.40
		7/1/2024	24.90	25.60	26.42	27.19	28.03	28.85	29.72	30.60	31.50	32.40	33.37
		7/1/2025	25.65	26.37	27.21	28.01	28.87	29.72	30.61	31.52	32.45	33.37	34.37
2	Lead Assistant Mechanic	7/1/2023	24.73	25.49	26.28	27.02	27.88	28.71	29.54	30.40	31.29	32.22	33.19
	Ship/Recv Inventory Control	7/1/2024	25.47	26.25	27.07	27.83	28.72	29.57	30.43	31.31	32.23	33.19	34.19
	Wastewater Operator	7/1/2025	26.23	27.04	27.88	28.66	29.58	30.46	31.34	32.25	33.20	34.19	35.22
3	Equipment Repairer	7/1/2023	25.61	26.36	27.15	27.96	28.84	29.66	30.56	31.44	32.38	33.32	34.32
		7/1/2024	26.38	27.15	27.96	28.80	29.71	30.55	31.48	32.38	33.35	34.32	35.35
		7/1/2025	27.17	27.96	28.80	29.66	30.60	31.47	32.42	33.35	34.35	35.35	36.41
4	Sr. Sanitary Eng. Aide	7/1/2023	25.85	26.66	27.47	28.30	29.14	30.02	30.90	31.83	32.76	33.70	34.71
		7/1/2024	26.63	27.46	28.29	29.15	30.01	30.92	31.83	32.78	33.74	34.71	35.75
		7/1/2025	27.43	28.28	29.14	30.02	30.91	31.85	32.78	33.76	34.75	35.75	36.82
5	Sr. Instrument Repairer	7/1/2023	28.04	28.92	29.83	30.77	31.73	32.65	33.62	34.63	35.65	36.71	37.81
		7/1/2024	28.88	29.79	30.72	31.69	32.68	33.63	34.63	35.67	36.72	37.81	38.94
		7/1/2025	29.75	30.68	31.64	32.64	33.66	34.64	35.67	36.74	37.82	38.94	40.11
6	Instrument Repairer Electrical	7/1/2023	30.17	31.14	32.13	33.15	34.21	35.23	36.28	37.35	38.46	39.59	40.79
	Sr. Wastewater Operator	7/1/2024	31.08	32.07	33.09	34.14	35.24	36.29	37.37	38.47	39.61	40.78	42.01
		7/1/2025	32.01	33.03	34.08	35.16	36.30	37.38	38.49	39.62	40.80	42.00	43.27
7	Chemist	7/1/2023	30.36	31.34	32.34	33.36	34.41	35.43	36.47	37.54	38.67	39.82	41.00
		7/1/2024	31.27	32.28	33.31	34.36	35.44	36.49	37.56	38.67	39.83	41.01	42.23
		7/1/2025	32.21	33.25	34.31	35.39	36.50	37.58	38.69	39.83	41.02	42.24	43.50
8	Lead Instrument Repairer	7/1/2023	33.03	34.11	35.22	36.37	37.56	38.68	39.84	41.01	42.21	43.49	44.78
	Sr. Equipment Repairer	7/1/2024	34.02	35.13	36.28	37.46	38.69	39.84	41.04	42.24	43.48	44.79	46.12
		7/1/2025	35.04	36.18	37.37	38.58	39.85	41.04	42.27	43.51	44.78	46.13	47.50