



## **COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN THE**  
**CITY OF FITCHBURG, MA**  
**AND THE**  
**AMERICAN FEDERATION OF STATE, COUNTY AND**  
**MUNICIPAL EMPLOYEES (AFSCME), AFL – CIO**

### **FISCAL YEARS**

**JULY 1, 2021 – JUNE 30, 2022**

**JULY 1, 2022 – JUNE 30, 2023**

**JULY 1, 2023 – JUNE 30, 2024**





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## PREAMBLE



This **AGREEMENT** is entered into by the **CITY OF FITCHBURG**, hereinafter referred to as "**Employer**" or the "**City**" and the **AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, COUNCIL #93, AFL-CIO, LOCAL #2034**, hereinafter referred to as the "**Union**", has as its purposes the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other conditions of employment insofar as the same may be permissible by law.

## ARTICLE 1 RECOGNITION

*[Amended FY18 – FY20]*

The City recognizes the American Federation of State, County and Municipal Employees and its appropriate affiliates, AFL-CIO, as the sole and exclusive representative for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment for the following appropriate bargaining unit of employees of the City of Fitchburg:

- Clerical employees determined to be members of a unit appropriate for the purpose of collective bargaining as certified by the Massachusetts Labor Relations Commission on September 28, 1970, Case No. MCR-727;
- Clerical employees who work over 1,000 hours in a twelve (12) month period are considered to be members of this Union. Clerical employees who work less than 1000 hours in a twelve (12) month period shall not be eligible for any benefits afforded to AFSCME Union members and are not obligated to pay Union dues.

## ARTICLE 2 EFFECTIVE DATE OF AGREEMENT

The Agreement shall be effective upon execution by both Parties for a period July 1, 2021, up to and including June 30, 2024, and thereafter for a successive one year period unless one of the parties hereto on or before the 60<sup>th</sup> day prior to such determination 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, however, that if modification or amendment is desired, a copy of such modification or amendment shall accompany this notice.

## ARTICLE 3 WAIVER

Both parties acknowledge that during the 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, and that all subjects have been discussed and negotiated upon and the agreements contained in this Contract were arrived at after the free exercise of such rights and opportunities. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and without qualification, waive the right and each agrees the other shall not be obliged to bargain collectively with regard to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, except by mutual agreement.

## ARTICLE 4 REOPENING PROVISION

Subject to funding, should another bargaining unit under the Mayor's jurisdiction receive a wage and/or wage step increase at the maximum step of more than 5% for the first two years of this Agreement (7/01/17 or 7/01/18), the Parties agree to reopen this Agreement to discuss a wage adjustment of comparability.

**ARTICLE 5**  
**PAYROLL DEDUCTION FOR UNION DUES**

A. *[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. Such 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.

**ARTICLE 6**  
**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 unit shall designate a standing committee of three (3) employees covered by this Agreement, which 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 have the right to attend such meetings.

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

There shall be no deduction in pay for unit members of said committee while in attendance at such scheduled meetings. The Department Head shall notify all affected supervisors of such scheduled meetings. Failure to do so shall in no way effect the pay of said members or their right to attend such meetings.

**ARTICLE 7**  
**MANAGEMENT POWERS**

Management powers rest solely and exclusively with the Municipal Employer. Nothing in these agreements shall be interpreted as diminishing the right of the Municipal Employer to determine and prescribe the methods and means by which its operation of the several departments shall be conducted, except as may otherwise be specifically spelled out in these agreements.

**ARTICLE 8**  
**DISCRIMINATION AND COERCION**  
*[Amended FY18 – FY20]*

There shall be no discrimination by Department Heads and/or Division Managers of the City against any employee because of his/her activity or membership in a Union. All parties to this Agreement agree that they shall not discriminate against any person because of race, color, gender, age, disability, religion, natural origin, sexual orientation or gender identity. Any such claims may be resolved under the grievance procedure or under appropriate state and federal courts and regulatory agencies.

**ARTICLE 9**  
**BULLETIN BOARDS**

The Union shall be allowed the use of a Bulletin Board in the various employees' Recreation Areas for the posting of routine notices of Union business. It is agreed that it is improper to post denunciatory or inflammatory written information or material on such boards.

**ARTICLE 10**  
**SENIORITY**

The length of service of an employee within his/her Civil Service classification and/or his/her employment with the City of Fitchburg shall determine the seniority of the employee as appropriate to the circumstances to which it is applied.

The principles of seniority and ability shall apply to all cases of promotion within the bargaining unit in accordance with Civil Service Rules and Laws.

Decreases of the working forces, job reduction, layoff and recall, and the choice of a vacation period shall be determined on a strict seniority basis within the same classification in a given department and in accordance with applicable Civil Service Statutes, Rules and Regulations where the same shall be applicable.

The said Civil Service Laws, Rules and Regulations shall act as a guideline for non-Civil Service employees in such area where they are to be followed by Civil Service employees.

**ARTICLE 11**  
**CIVIL SERVICE**

*[Amended FY18 – FY20]*

**Section 11.1**

**CIVIL SERVICE STATUS**

*[Amended FY18 – FY20]*

Effective April 24, 2018, the Parties agree to eliminate Civil Service from the hiring process and all matters of employment for all employees hired on or after July 1, 2018. Employees currently within their required probationary period on said date shall be included with new employees.

Current employees covered by this Agreement shall retain his/her Civil Service status and all rights accruing to them thereunder which are now in effect, or may come into effect by subsequent amendment, in accordance with Chapter 31 or the General Laws of Massachusetts, other Civil Service Laws, Rules and Regulations.

The Municipal Employer and the Union shall recognize and adhere to all applicable federal and state Laws, relative to seniority, promotion, 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 any 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. The Parties recognize that they have an obligation to bargain over the impact of changes to Chapter 31 affecting unit employees.

**Section 11.2**

**PERMANENT CIVIL SERVICE MEMBERS**

The City will apply M.G.L. c. 31 to all members of the Union who have permanent Civil Service status, and such grandfathered status under M.G.L. c. 31 will continue to apply throughout the period of the employee's continuous employments with the City as member of the Union. In addition, members separated from positions under M.G.L. c. 31, §39, shall be reinstated after being given written notice by first class mail.

**Article 11, Civil Service, continued:**

**Section 11.3 MEMBERS HIRED AS PERMANENT EMPLOYEES AFTER ABOLITION OF CIVIL SERVICE**

**A. Suspensions of five (5) days or less**

After the completion of a six (6) month probationary period while actually at work, an employee may be suspended for just cause for a period of five (5) days or less by the Department Head, or his/her designee, without a hearing. Within twenty-four (24) hours after imposing a suspension under this paragraph, the suspended member shall be provided with a written notice stating the specific reason(s) for the suspension. Within forty-eight (48) business hours after receipt of such notice, the member may file a written request for a hearing before the Department Head on the question of whether there was just cause for the suspension. If such request is filed, the member shall be given a hearing before the Department Head and/or his/her designee, within five (5) business days after the receipt by the Department Head of such request. Whenever such hearing is given, the Department Head shall give the suspended member a written notice of his/her decision within seven (7) business days after the hearing. Thereafter, the member may, within ten (10) calendar days after said action had been taken, request an appeal pursuant to the Grievance and Arbitration Procedure outlined in **Article 12, Grievance Procedures, Step 4.**

**B. Just cause, notice, hearing, decision, appeal**

After completion of a six (6) month probationary period while actually at work, no employee shall be discharged, suspended for more than five (5) days, laid off, involuntarily transferred, reduced in rank or compensation, nor shall his/her position be abolished except for just cause. Prior to being discharged, removed, suspended for a period of more than five (5) days, laid off, involuntarily transferred, or reduced in rank or compensation, the member shall be given a hearing before the Mayor of the City of Fitchburg, or his/her designee, after being provided with a written notice of the time and place of such hearing, the action contemplated and the specific reason(s) for such action at least three (3) business days prior to the hearing thereof, except if the action contemplated is a layoff because of lack of work, lack of money or abolition of position, the member shall be given at least seven (7) days prior notice. Within seven (7) business days after the completion of the hearing, the member shall be given a written notice of the decision, which shall state fully and specifically the reason (s) therefore. Thereafter, the member may, within ten (10) calendar days after said action has been taken, request an appeal pursuant to the Grievance and Arbitration Procedure outlined in **Article 12, Grievance Procedures**, of this contract.

**C. Probationary Period**

Each employee will serve a six (6) month probationary period, computed on the basis of time actually at work, during which demotions, suspensions and/or discharges or layoffs are not subject to the Grievance and Arbitration Procedures, **Article 12.**

**ARTICLE 12**  
**GRIEVANCE AND ARBITRATION**

**Section 12.1**

**DEFINITION**

A grievance is any matter on which there is a dispute concerning the application and interpretation of this Collective Bargaining Agreement.

**Section 12.2**

**TIME LIMITS**

Time limits may be extended or waived by mutual agreement. Class Action grievances may be started at Step 3.

**Article 12, Grievance and Arbitration, continued:**

**Section 12.3**      **GRIEVANCE PROCEDURES**

**STEP 1**

The Union, with or without the grievant(s), shall request an informal conference with the aggrieved employee's supervisor within fifteen (15) working days of the occurrence of facts rising to the grievance or within fifteen (15) days of receiving knowledge of the facts underlying the grievance.

**STEP 2**

If, after the aforementioned informal conference, the grievance is not resolved, the Union, with or without the grievant(s), shall within ten (10) working days from the Step 1 conference, reduce the grievance in writing, include a brief statement of facts, identify it as a Step 2 grievance and deliver it to the grievant's department head for possible resolution. Failure to submit the grievance in writing in the time specified shall waive the grievance. The Department Head and/or his/her designee, after receiving a copy of the written grievance in the time specified, shall hold a conference with the Union and the grievant(s) and then render a decision in writing within ten (10) working days from the date the written grievance is submitted. Failure of the Department Head to respond in the allotted time shall mean the grievance is denied.

**STEP 3**

If the grievance is still not resolved, the Union, with or without the grievant(s), shall forward a copy of the grievance, together with the Department Head's decision, to the Mayor within ten (10) working days of the date of the Department Head's decision. Failure to submit the grievance in writing in the specified amount of time shall waive the grievance.

The Mayor and/or his/her designee shall meet with both the representatives of the Union and the Department Head to review the issue(s) and will issue a written decision to both parties within seven (7) working days of the date the Mayor is in receipt of the grievance. Time may be extended by mutual agreement.

**STEP 4**

Should the grievance not be resolved by the Mayor and/or his/her designee within the allotted period of time, or should the Mayor fail to respond, the Union may submit the grievance to arbitration, whereby the arbitrator's decision shall be final and binding on all parties.

**Section 12.4**      **ALTERNATE CHOICE OF REMEDY**

Under certain circumstances, an employee may have rights granted under the Civil Service Statute, MGL C. 31, or rules and regulations promulgated thereto and where appropriate, under other Chapters of MA General Laws, including the right of appeal. Should an employee elect to exercise such rights, these matters shall be excluded from the Grievance and Arbitration Procedures of this Agreement and arbitrator will not have the power to render a decision or award concerning them. Conversely, if the employee elects to submit his/her case through the Grievance and Arbitration procedures, said employee shall be precluded from utilizing the process under Massachusetts General Laws.

**Section 12.5**      **ARBITRATION**

The American Arbitration Association shall be the forum for arbitrations. An attempt to mutually agree on an arbitrator shall be made by the parties within seven (7) working days after the notice of intent is given to proceed to arbitration.

If the parties fail to agree on an arbitrator, an arbitrator shall be chosen in accordance with the procedures of the American Arbitration Association within sixty (60) days. The Arbitrator shall have no power to modify or amend any of the terms and conditions of this Agreement nor shall s/he have the power to add or to subtract any language to the terms of this contract. If there is no specific language in the agreement dealing with the matters referred to the Arbitrator, the Arbitrator shall be required to return the matter to the parties without a decision. The Arbitrator shall have no power to make a decision in violation of any of the laws of the Commonwealth of Massachusetts or the United States of America.

**Article 12, Grievance and Arbitration, Section 12.5, Arbitration, continued:**

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 therefor. The Arbitrator shall render his/her decision within thirty (30) days from the date of submission of the case to the Arbitrator. The decision of the Arbitrator shall be final and binding upon each of the parties.

**ARTICLE 13**  
**PROGRESSIVE DISCIPLINE**

When the City deems it necessary to discipline an employee for just cause to the extent possible, said discipline shall be imposed in a progressive manner.

An employee who has received any disciplinary action and shows a marked improvement shall,

- after the third month following verbal caution;
- after the sixth month following a written warning;
- after the twelfth month following a one (1) or three (3) day suspension and;
- after the eighteenth month following a five (5) day suspension,

at the employee's request, be given a hearing to appeal the above mentioned actions in order to have the personnel file records of such disciplinary action removed. When the appeal to remove such material has been denied, the employee shall be given, at his/her request, a second hearing at the same intervals applicable to the respective actions listed above.

**ARTICLE 14**  
**HOURS OF WORK**

The normal work hours of all clerical employees shall be seven (7) hours per day and thirty-five (35) hours per week, Monday through Friday, except for those engaged in special operations.

Each employee shall be scheduled to work a shift with regular starting and quitting times. Work hours may be adjusted by the Department Head and/or Mayor to start and end later on a particular workday, provided a fifteen (15) day notice is given to the employee or by a mutual agreement between the City and the Union. The intent of this language is to improve customer service and not to avoid paying overtime to unit members.

Except for emergency situations, the City will exercise its right to change the time of daily and weekly work schedules only after posting notice of such change on the Bulletin Boards in City Hall, at least one (1) week before the effective date of change. The notice shall include the reasons for such change.

If required by the Department Head, the employee shall sign in when arriving at work and sign out when leaving work.

**ARTICLE 15**  
**REST PERIODS**

Two (2) fifteen minute rest periods without loss of pay shall be granted on each regular shift of seven (7) hours.

**ARTICLE 16**  
**MEAL PERIODS**

All employees shall be granted an unpaid meal period of a one (1) hour maximum duration during each daily work shift. Whenever possible, the meal period shall be scheduled at the middle of the shift.

**ARTICLE 17**  
**CLEANUP TIME**

Employees shall be granted a personal clean-up time, as needed and required.

**ARTICLE 18**  
**COMPENSATION**  
[Amended FY18 – FY20]

**Section 18.1**      **LONGEVITY**

[Amended FY18 – FY20]

**A. Eligibility**

- Employees hired on or after April 24, 2018, shall not be eligible to receive longevity awards;
- Employees hired before April 24, 2018, shall be paid longevity payments, as outlined in the sections below.

**Section 18.2**      **PAYMENTS**

**A. Full Time Employees**

Longevity awards are made to full time employees to recognize his/her continuous years of service with the City and shall be paid as follows:

- Payments shall be calculated at the commencement of the applicable fiscal year;
- Payments shall be paid on an annual basis, prior to November 30<sup>th</sup> of each year, as per the following schedule:

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. Part Time Employees**

Part time employees scheduled to work at least twenty (20) hours per week may be eligible for longevity awards, however, their continuous service eligibility shall be prorated to full time and computed at the commencement of each fiscal year. That is, they will be required to accumulate the same number of continuous service hours as a full time employee.

For example, a full time employee in the same position, working thirty-five (35) per week, will have to be have been on the payroll for 9,100 hours in five (5) years (35 hours/week X 52 weeks X 5 years) of continuous service to receive a payment of \$345.00 Therefore, a 20 hour per week employee will have to be on the payroll for 1,040 hours/year (20 X 52) for 8.75 years of continuous service (9,100/1,040).

**C. 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 on the scale listed below:

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

**Article 18, Compensation, continued:**

**Section 18.3 OTHER WAGE PROVISIONS**

1. All AFSCME Union members are required to participate in direct deposit for payroll processing requirements. In the future and after the City upgrades the MUNIS accounting system or similar payroll system, the City will implement an electronic online employee time management system for all members. The system will manage hours worked, vacation, sick and personal time.
2. Newly hired employees or current employees who are promoted to a higher position in a higher wage classification shall be eligible for consideration of a Step Increase on the 1<sup>st</sup> of July provided the following:
  - o Said employee has been in such position for a minimum of the required six (6) month probationary period;
  - o The employee has received a performance evaluation rating of "Acceptable" or better for his/her ninety (90) day Performance Review;
  - o The position is classified as and requires successful completion of one (1) year in said position, as indicated on the wage matrix "years in step" section;
  - o Said employee has received a performance evaluation rating of "Acceptable" or better for his/her annual performance review for the preceding year;
  - o Appropriation of funds has been made to provide step increases.
3. Employees covered by this Agreement who use their personal automobile for City business shall receive the rate per mile established by the IRS for federal tax purposes as of January 1, each year.

**Section 18.4 OVERTIME**

Employees who work beyond their normal work hours shall be compensated as follows:

- For time worked between seven (7) and eight (8) hours per day and between thirty-five (35) and forty (40) hours per week, the employee shall receive payment via the regular bi-weekly payroll or compensatory time at a rate of one and one-half (1½) times the employee's regular rate of pay;
- For time worked beyond eight (8) hours per day and for hours over forty (40) hours per week, the employee shall receive either payment via the regular bi-weekly payroll process or compensatory time at a rate of one and one-half (1½) times the employee's regular rate of pay; such method of payment shall be at the employee's option, which shall be determined prior to working the overtime hours;
- If a clerical employee is required to work via call-in by a supervisor, said employee shall be paid two (2) times the employee's regular rate for a Sunday call in;
- When a particular position requires an employee to work evening hours for a regularly scheduled meeting, the employee shall receive overtime or compensatory time. In the event the meeting does not take place, the employee will receive a minimum of three (3) hour of overtime or compensatory time;
- If required by the Department Head, the employee shall sign in when arriving at work and sign out when leaving work.

**Section 18.5 WAGES**

*[Amended FY22 – FY24]*

- a. **A 2.5% wage increase shall become effective July 1, 2021;**
- b. **A 2.5% wage increase shall become effective July 1, 2022 and;**
- c. **A 2.0% wage increase shall become effective July 1, 2023.**

Steps 1 and 2 have been eliminated from the wage matrix and new Steps 12 and 13 have been added. Steps have been renumbered so that the first 5 steps remain as 1 year steps. All employees' current steps have been renumbered accordingly. Employees shall receive step increases as previously scheduled. The new wage matrix appears as **Appendix A** of this Agreement. Wages will be retroactive to July 1, 2021, unless specifically provided for. All language in this paragraph shall be in effect for the term of this contract only. Said language will be removed from the contract when a successor agreement is negotiated.

**Article 18, Compensation, Wages, Continued:**

**Section 18.6                    WORKING OUT OF GRADE**

Effective July 1, 2010, any employee who is qualified for and is assigned by his/her Department Head to serve in and accept the responsibility for performing the duties of a higher classification and who actually serves in the higher classification and performs those duties for five (5) consecutive working days, shall receive the higher classification pay, at the same step, retroactive to the date s/he was first assigned.

**ARTICLE 19  
HOLIDAYS**

*[Amended FY22 – FY24]*

**Section 19.1                    PAID HOLIDAYS**

The following days shall be considered paid holidays, as well as any other day that may be declared to be a holiday by the Mayor of the City of Fitchburg:

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

**Section 19.2                    HOLIDAY PAY**

- a. The day after Thanksgiving Day shall be treated as a holiday. Holiday pay shall be one (1) day's pay at straight time for no work. If a holiday occurs within an employee's vacation, s/he shall receive an additional day of vacation pay.
- b. An employee required to work on a holiday shall receive, in addition to the regular holiday pay, an amount equal to one and one-half (1½) times his/her regular rate of pay for all hours worked. The Employer agrees to continue the practice of celebrating Saturday holidays on Friday and Sunday holidays on Monday.

**ARTICLE 20  
LEAVES OF ABSENCE**  
*[Amended FY22 – FY24]*

**Section 20.1                    BEREAVEMENT LEAVE**

*[Amended FY18 – FY20]*

Employees covered under this Agreement shall be granted bereavement leave, without loss of pay, as indicated below.

In the event of a death of:

- A spouse, domestic partner, parent, child, stepchild or grandchild of the employee, up to five (5) days of leave shall be granted without loss of pay;
- An extended family member, which shall be construed as a sibling, grandparent, aunt, uncle, stepfather, stepmother, father-in-law, mother-in-law, sister-in-law or brother-in-law of the employee; the other parent of the employee's minor child (under age eighteen) or a blood relative residing within the employee's household, up to three (3) days of leave shall be granted without loss of pay;
- A niece or nephew, first cousin or the employee's spouse's grandparent, aunt, uncle, sister-in-law, brother-in-law, niece or nephew, the employee shall be granted up to three (3) days off without loss of pay to attend the funeral;
- An employee or retiree who was a member of the Clerical Union, two (2) members of the Clerical Union shall be granted leave with pay to attend the funeral.

At the option of the Employer, proof of loss may be required. Leave, as stated above, shall be in addition to and not charged against regular accrued sick, vacation or personal leave balances.

**Article 20, Leaves of Absence, continued:**

**Section 20.2**

**FAMILY MEDICAL LEAVE ACT (FMLA)**

*[Amended FY18 – FY20]*

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

**Section 20.3**

**JURY LEAVE**

Any employee who is absent from work because of Jury Duty shall be paid by the City the difference between his/her regular straight time rate of pay and the payment received for jury service upon presentation of proper evidence as to jury service and the amount of compensation for such service, exclusive of travel or meal allowance.

**Section 20.4**

**MILITARY LEAVE**

*[Amended FY18 – FY20]*

The City will cooperate and comply with all local, state and federal laws related to Military Leave.

**Section 20.5**

**PARENTAL LEAVE**

*{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;
- 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); and
- The City shall cooperate and comply with all local, state and federal laws related to the Parental Leave Act.

**Section 20.6**

**SICK LEAVE**

*[Amended FY22 – FY24]*

**Section 20.6.1**

**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 accumulated on an aggregate basis from the date of their appointment for the succeeding twelve (12) months. On the first anniversary of the date of the appointment, the employee shall be credited with the difference between the number of the days of Sick Leave s/he has earned up until that day, 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.
4. Employees continuously employed by the City and regularly scheduled to work at least twenty (20) hours per week, on a regular basis, shall be eligible for paid sick leave as indicated above, prorated to full-time employment.

**B. UTILIZATION**

1. A doctor's note/certificate may be required by an employee's department head if an employee is absent for more than three (3) consecutive days or if the department head has reasonable cause to believe that the employee is abusing his/her sick leave.

**Article 20, Leaves of Absence, Sick Leave, Section 20.6.1, Accumulation and Utilization, continued:**

2. If an employee leaves work more than three (3) times in a twelve (12) month period, all sick time will be charged against the employee on an hourly basis.
3. If an employee needs to leave work early due to illness, such employee shall earn the equivalent of compensatory time for hours actually worked on that day. Said employee will be charged for one (1) sick day if s/he leaves before 2:00 PM. If said employee leaves after 2:00 PM, s/he will be charged for a  $\frac{1}{2}$  sick day.

**Examples:**

- If an employee reports to work at 8:30 AM and leaves at 10:30 AM, s/he will accrue two (2) hours of compensatory time and will be charged for one (1) sick day;
- If an employee reports to work at 8:30 AM and leaves at 2:00 PM, s/he will be charged a half ( $\frac{1}{2}$ ) sick day and will accrue two and one half ( $2\frac{1}{2}$ ) hours in compensatory time.

**Section 20.6.2                    SICK LEAVE PERSONAL DAYS**

*[Amended FY22 – FY24]*

**A. ACCRUAL**

1. Employees with a positive balance of accrued sick leave and hired **on or before July 22, 2010**, shall accrue Sick Leave Personal days as follows:
  - The member employee shall be granted one (1) day of personal leave for each full calendar month s/he does not use Sick Leave;
  - Such personal leave shall accumulate to a maximum of twelve (12) days, (fourteen (14) days if said employee earns the additional personal days as provided for below);
  - An employee who does not use sick leave for six (6) consecutive calendar months shall earn one (1) additional personal day;
2. Employees with a positive balance of accrued sick leave and hired **after July 22, 2010**, shall accrue Sick Leave Personal days as follows:
  - The member employee shall be granted a one half (1/2) day of personal leave for each full calendar month s/he does not use Sick Leave;
  - Such personal leave shall accumulate to a maximum of six (6) days, (eight (8) days if said employee earns the additional personal days as provided for below);
  - An employee who does not use sick leave for six (6) consecutive calendar months shall earn one (1) additional personal day;

**B. UTILIZATION**

*{Added FY22 – FY24}*

1. Personal time may be utilized only in increments of three and one-half (3.5) hours (or half day) or more.

**C. CARRYOVER**

*[Amended FY18 – FY20]*

- Employees hired *on or before July 22, 2010* shall have the option to carryover twelve (12) personal days into the next calendar year;
- Employees hired *after July 22, 2010* shall have the option to carryover eight (8) personal days into the next calendar year;
- Employees hired *on or after January 1, 2018* shall have the option to carryover six (6) personal days into the next calendar year.

**D. BUYBACK**

**1. Current Employees**

An employee who has a balance of at least six (6) personal leave days may elect to receive one (1) additional week's pay at the regular rate in lieu of five (5) accumulated personal leave days.

**2. Retirement or Death of Employee**

Upon retirement or death, the City agrees to pay to each permanent employee eligible to earn sick leave pursuant to §35-9, or his/her designated beneficiary or estate if there is no designated beneficiary, an amount of money equivalent to 25% of such employee's unused earned accumulated sick leave on the date of his/her retirement or death, but in no event more than \$10,000. A day's pay, for purposes of this section, shall be computed as 1/5<sup>th</sup> of the employee's regular average weekly pay on such date. Application must be made within six (6) months of retirement from employment or death to be eligible for the payment.

**Section 20.6.3                    SICK LEAVE BANK**

The Parties agreed to cooperate in and establish a Sick Leave Bank, effective November 8, 2002. Such Bank was established with the following guidelines and shall be followed by the Employer and Union member employees:

**A. ESTABLISHMENT**

- The Bank will be funded by a contribution of available Sick Leave Days from members of the Union who are eligible and willing to participate in the Bank;
- Each eligible member of the Union who elects to participate in the Bank shall initially contribute three (3) days of accumulated sick leave;
- If the minimum number of fifty (50) required contributed Sick Leave Days is not achieved after the initial contribution, each participating member shall then contribute an equal number of days until the required minimum number of days has been achieved.

**B. MEMBER PARTICIPATION REQUIREMENTS**

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

- Each member must have at least eighteen (18) months of continuous employment with the City and at least fifteen (15) days of accumulated Sick Leave at the time of the initial contribution;
- Only members who have contributed to the Bank shall be 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 his/her supervisor. Such written notice shall be required and received prior to participation and/or utilization of the Bank;
- Any new participating member shall contribute five (5) days to the Bank;
- Part time benefited employees must have accrued fifteen (15) days sick leave to join and may join by contributing three (3) days to the Bank.

**C. ADMINISTRATION OF BANK AND TERMS OF EMPLOYEE UTILIZATION**

**1. ADMINISTRATION of BANK**

The Bank shall be administered by a committee of two (2) representatives of the Union, two (2) members appointed by the Mayor, and the Director of Human Resources. 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 grievance procedure.

**2. TERMS OF EMPLOYEE UTILIZATION**

The following criteria shall be used by the Sick Leave Bank Committee to determine the eligibility of the member to draw from the Bank and to determine the amount of sick leave time granted:

- 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 lengthy illness;
- Members must have used all his/her accumulated leave, including vacation, personal and sick leave;
- A member's prior utilization of sick leave shall be examined in detail;
- Member employees who are receiving Worker's Compensation may not utilize the Sick Bank;
- Upon compliance with the aforementioned criteria, the Committee may issue a grant of leave time days from the Bank for up to thirty (30) days at a time. If more days are needed, the Member may petition the Committee for additional days, not to exceed one hundred (100) days in any twelve (12) month period.

**D. BANK RESERVE REQUIREMENTS AND MEMBER DONATIONS**

- The Bank shall maintain a minimum of fifty (50) days in reserve. Should the number of days fall below fifty (50), each participating member shall be required to contribute additional days in accordance with paragraph (A) of this section;
- The total number of days held in reserve shall not exceed four hundred (400);
- Members shall not forfeit earned personal time for donating Sick Leave Days to the Bank;
- An employee at maximum sick leave accrual may donate up to eight (8) days in any subsequent year beyond the establishment of the Bank;
- An eligible employee donating eight (8) days in a year shall be eligible for two (2) additional bonus personal days for use in the twelve (12) months following such donation.

**Section 20.7**

**SPECIAL LEAVE**

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

- Oral and written examinations conducted by the Civil Service for promotion or reclassification within the employee's department;
- Physical examination conducted by Civil Service pertaining to the employee's department;
- Retirement physical examinations;
- Appeal hearings conducted by Civil Service in which the employee is an interested party or a witness;
- Hearing in Department of Industrial Accident cases in which the employee is an injured party or summoned as a witness therein; Any witness fees received by such employee shall be returned to the City;
- Grievance appeal hearing in which the employee is an appellant or a witness;
- State Council #93 Conventions (limit two (2) employees); at AFSCME National Conventions (limit two (2) employees);
- Attendance at negotiations (limit three (3) employees).

**Section 20.8**

**VACATION LEAVE**

*[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 in the chart below. This includes the assumption that the employee will work through the end of the calendar year.

**Article 20, Leaves of Absence, Section 20.8, Vacation, continued:**

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

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

<b>Completed Years of Service</b>	<b>Non Exempt (Hourly)/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, Carryover and Buyback**

1. All vacation usage shall require prior approval from and shall be granted at the discretion of the appropriate supervisor, according to the needs of the applicable department. 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 one (1) week (5 work days) of vacation from a previous year, provided that the employee takes such vacation week together with no more than two (2) weeks (10 work days) of his/her vacation earned in the same calendar year at one time. Department Heads may, with the approval of the Mayor, allow such carried over week to be taken in some other manner if the needs of the Department permit.
3. 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 1<sup>st</sup> of the calendar year in which s/he wishes to exchange the aforementioned weeks.
4. 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.
5. All part time employees, who are regularly and continuously employed by the City and who work at least twenty (20) hours per week consistently, shall be eligible for paid vacation leave. Such leave shall be calculated on a prorated basis with full time employment.

This revised vacation matrix/schedule is effective as of April 24, 2018 and shall not be applied retroactively to any current employee's vacation leave, with the exception of those employees with a start date on or after July 1, 2017.

**ARTICLE 21**  
**HEALTH AND WELFARE**  
*[Amended FY18 – FY20]*

**Section 21.1**

**EXAMINATION BY PHYSICIAN DURING DISABILITY**

Any employee claiming benefits under Worker's Compensation or Sick Leave provisions of this Agreement shall submit to an examination at the expense of the City by a physician designated by the Municipal Employer as requested during the period of such disability.

**Section 21.2**

**EXTREMES OF WEATHER**

Recognizing the importance of protecting the health and safety of its employees, the Municipal Employer will schedule or modify work during extremes of weather so that the health and safety of its employees will not be endangered.

If the Mayor declares a snow day or if the Governor declares a State of Emergency which applies to the City of Fitchburg so that employees are not otherwise required to report to work, the employees will be allowed to stay at home or to go home at that time. Department Heads may require attendance if their needs so require. In such event, employees that are required to work shall be paid time and one-half (1½) or shall receive compensatory time off at time and one-half (1½), at the discretion of the Department Head, for each hour worked.

**Section 21.3**

**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 other 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 21.4**

**INJURED EMPLOYEES**

An employee suffering an injury arising out of and in the course of his/her employment and whom is forced to leave the job site because of such injury will be paid to the end of the shift.

**Section 21.5**

**MODIFIED/LIGHT DUTY**

*[Added FY18 – FY20]*

The terms and provisions of this modified/light duty policy will not alter, modify, supersede or exempt the City's statutory rights and obligations. 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 ten (10) calendar days. Otherwise, the City may modify this policy as indicated.

The provisions of this policy are as follows:

- Modified/light 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;
- The treating physician's statement is required when requested by the City and therefore will be used to determine suitability for available modified/light duty assignments, including hours, limitations, and reasonable occupational accommodations, if necessary;

**Article 21, Health and Welfare, Section 21.5, Modified/Light Duty, continued:**

- All determinations as to suitability and availability of modified/light duty assignments shall be made by the Department Head and/or his/her 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/light duty assignment will be provided to the employee prior to beginning said assignment;
- Employees working a modified/light 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.

- If the employee, after a temporary period in modified/light 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;
- 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 21.6                           REPLACEMENT OF EYEGLASSES**

If an employee's eyeglasses are broken as a result of and in the course of employment by the City, the City shall replace the eyeglasses at its expense.

**Section 21.7                           WORKER'S COMPENSATION**

The City agrees to fully cooperate and comply with all local, state and federal Worker's Compensation laws. 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.

Effective July 1, 2018, Worker's Compensation leaves shall run concurrently with Family Medical Leave (FMLA).

**ARTICLE 22**  
**TELEPHONE USAGE POLICY**  
*{Added FY18 – FY20}*

All employees covered by this Agreement shall receive the Telephone Usage policy and shall be required to sign an acknowledgment of receipt and understanding of said policy, which appears as **Appendix B** of this Agreement.

**ARTICLE 23**  
**SAFETY COMMITTEE**

The Parties agree to resume the activities of the established Safety Committee as follows:

- The Safety Committee shall be composed of three (3) employees covered under this Agreement, two (2) supervisory personnel and the Chairman of the Public Safety Committee of the Fitchburg City Council, who shall serve as an ex-officio member;
- The Committee shall elect its own chairperson and shall meet on a quarterly basis to review safety practices. The committee shall make recommendations relative to conditions, which in its opinion, are potential violations or are violations of applicable safety and health codes and regulations, provided by the City, which may require correction. Said committee shall be responsible to create a safety code policy for each unit's work area;

**Article 23, Safety Committee, continued:**

- Contact information for all committee members shall be made available to Union members for each area in order to inform the appropriate committee member of any possible safety concerns;
- The Municipal Employer agrees that it will use due diligence to avoid hazardous conditions and make every effort to eliminate any condition which might result in injury or illness to employees;
- The actions and activities of the Safety Committee will adhere to the guidelines and requirements set forth by Massachusetts Interlocal Insurance Association (MIIA).

**ARTICLE 24**  
**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 for the mutual benefit of each Party. The Employer agrees to notify the Union of all new job postings, new hires and any adjustments in step placements in a reasonable amount of time.

**ARTICLE 25**  
**EDUCATIONAL BENEFITS**  
*[Amended FY18 – FY20]*

The City recognizes the importance of educational development and professional growth of its employees. As such, the City and the Union agree to adhere to the provisions of this Educational Benefits policy, as provided for below.

**Section 25.1 COURSE APPROVAL AND REIMBURSEMENT**

As such, the City agrees to pay and/or reimburse employees for the cost of registration fees, tuition and books for educational courses and/or training. Payment and/or reimbursement for such training and/or courses must adhere to the following guidelines:

**A. EDUCATION FEE AGREEMENT**

Employees are required to sign an Employee Fee Agreement 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. This form appears as **Appendix C** of this Agreement.

**B. COURSE APPROVAL**

- All courses must be relevant to the employee's current position within the department and/or division;
- 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;
- Approval for training and attendance shall be granted by the department head based upon the needs of the department. The approval and selection for attendance at such training of one employee member over another shall be determined at the discretion of the department head;
- The employee must successfully complete the course and obtain a grade of a "B" (80 – 89) or higher. In the event of a pass/fail course, the employee must receive a "Pass" determination.

**C. REIMBURSEMENT**

- The City shall pay and/or 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;
- Vehicle mileage or other automotive expenses to and from the location of the educational course shall not be included in said reimbursement.

**Article 25, Educational Benefits, continued:**

**Section 25.2 EDUCATION INCENTIVE**

- Subject to documentation provided by the employee and the recommendation of the Department Head and/or approval by and discretion of the Mayor, a higher education incentive shall be paid once per achievement for any educational degree earned by the employee during his/her employment with the City and deemed to be of value to the employee's job performance;
- An incentive shall not be paid for such educational degree obtained prior to the employee's hire date with the City of Fitchburg;
- Payments of such incentive shall not be subject to the grievance and arbitration process as detailed in this Agreement;
- The higher education incentives shall be paid as follows:

DEGREE	INCENTIVE
Associate	\$ 500
Bachelor's	\$ 750
Master's	\$1,000
Doctoral	\$1,200

**ARTICLE 26**  
**PROMOTIONAL TRAINING PROGRAMS**

The parties agree that in-service promotional opportunities should be fostered. To make such a policy effective, the parties agree to cooperate in establishing in-service training programs to improve the present capabilities of employees and to qualify them for advancement.

The Union shall designate a committee of three (3) employees whose wages and conditions are covered under the terms of this Agreement, which committee shall meet from time to time with representatives of the City at the request of either party, to discuss and incorporate such agreed upon programs for implementation.

**ARTICLE 27**  
**VACANCIES**

*[Amended FY18 – FY20]*

**Section 27.1 DEFINITION**

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

**Section 27.2 POSTING OF VACANCY**

When a position covered by this Agreement is to be filled, notice of such vacancy shall be posted in a conspicuous place in all departments covered by this Agreement. Such posting shall list the pay rate, duties, shift, physical components and qualifications. This posting shall remain posted for ten (10) working days.

**Section 27.3 INTERNAL APPLICANTS**

*[Amended FY18 – FY20]*

Employees interested in the position shall apply by completing an application as required by the Department of Human Resources within the specified posting period. The City may then award the position to the senior, qualified applicant within ten (10) working days of the expiration of such posting period. The City shall place greater emphasis on qualifications, as opposed to seniority when making appointments or promotions to positions covered by this Agreement.

The City reserves the right to appoint a less senior but more qualified individual to positions within the department. It is understood that the determination of qualifications shall be performed by the Employer. Where applicable, the applicant selected shall be appointed in accordance with MGL, Chapter 31 and Civil Service rules and regulations.

**Article 27, Vacancies, Section 27.3, Internal Applicants, continued:**

Unsuccessful applicants for posted vacancies shall receive a non-selection notice within one (1) week (five working days) of the date of the appointment which shall include an invitation to make an appointment with the Director of Human Resources to discuss the reason(s) that the applicant did not receive the appointment.

Management reserves the right to hire a new clerical employee at a step greater than Step Two (2). If such person is hired as aforementioned, the qualifications, experience and education of current employees shall be considered as a part of the hiring process and wage determination of said new hire. The new hire employee shall have a minimum of 2 years' relevant and/or related experience. Clerical members covered by this Agreement, 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 experience, education and qualifications as the newly hired employee. Prior notice shall be given to the Union if a new employee is to be hired as aforementioned. The final decision related to compensation for new hires shall be at the discretion of the City.

**Section 27.4**      **TEMPORARY EMPLOYEES**

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

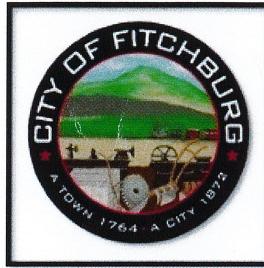
A temporary employment service employee's time working with unit employees may be extended beyond six (6) months by mutual agreement between the City and the Union. After six (6) months of continuous service, a temporary City employees shall be eligible for benefits. Leave replacements and grant employees may be terminated or laid off at the end of their temporary employment.

The preceding provisions shall be unenforceable if deemed to be in conflict with the provisions of the Civil Service Laws.

**ARTICLE 28**  
**PERFORMANCE EVALUATION**

Clerical employees covered by this Agreement will be evaluated by the Employee Performance Evaluation, which appears as **Appendix D** in this Agreement. Such employees must qualify for a step increase by receiving an "acceptable" or better performance evaluation rating. Said evaluation is due by June 30<sup>th</sup> and is to be completed by the employee's immediate supervisor and submitted to the Department Manager (if different) for approval of the rating and a recommendation or non-recommendation of a step increase. Should the employee not agree with the evaluation, it shall be forwarded to the Director of Human Resources for review. If after this review, the employee does not agree, the rating may be appealed to the Mayor's Personnel Advisory Committee.

All employees covered by this Agreement shall be subject to a Midterm Performance Review. This shall be an oral review and as far as practicable, shall be conducted by the employee's immediate supervisor as close to the midterm (December) of the employee's annual review. The supervisor shall use this midterm review to inform the employee of his/her level of performance. Although the employee may rebut or make comments, there shall be no right of appeal.



In witness whereof, the Parties hereto set their hands and seals on this \_\_\_\_\_ day of **July, 2022**.

**City of Fitchburg:**

*Stephen L. DiNatale*  
**Mayor Stephen L. DiNatale**

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

**American Federation of State, County and Municipal Employees (AFSCME/Council #93/Local 2034):**

*Kelly Arsenault*  
**Kelly Arsenault**  
President

*Sharon Tardiff*  
**Sharon Tardiff**  
Negotiation Team Member

*Robin Viola*  
**Robin Viola**  
Negotiation Team Member

*Mary O'Brien*  
**Mary O'Brien**  
Staff Representative, AFSCME/Council #93/Local 2034



**APPENDIX A**  
**CITY OF FITCHBURG AFSCME/LOCAL 2034/CLERICAL**  
**WAGE SCHEDULE**  
**FISCAL YEARS 2022 - 2024**

Years in Step	1	1	1	1	1	2	2	2	2	2	2	2	2	2
Old Step#	3	4	5	6	7	8	9	10	11	12	13			
New Step#	1	2	3	4	5	6	7	8	9	10	11	12	13	
Grade - Title														
Clerk	7/1/2021	714	734	757	778	804	829	853	879	907	934	964	993	1023
Clerk & Typist	7/1/2022	732	753	776	798	825	850	875	901	930	958	989	1018	1049
	7/1/2023	747	769	792	814	842	867	893	920	949	978	1009	1039	1070
Clerk & Stenographer	7/1/2021	765	789	814	837	863	889	917	945	973	1003	1034	1066	1098
	7/1/2022	785	809	835	858	885	912	940	969	998	1029	1060	1093	1126
	7/1/2023	801	826	852	876	903	931	959	989	1018	1050	1082	1115	1149
Senior Clerk	7/1/2021	797	822	846	870	898	925	953	982	1012	1043	1076	1109	1143
Senior Clerk & Typist	7/1/2022	817	843	868	892	921	949	977	1007	1038	1070	1103	1137	1172
	7/1/2023	834	860	886	910	940	968	997	1028	1059	1092	1126	1160	1196
Senior Clerk, COA	7/1/2021	813	836	861	887	916	945	973	1003	1034	1065	1097	1130	1164
Senior Clerk & Stenographer	7/1/2022	834	857	883	910	939	969	998	1029	1060	1092	1125	1159	1194
	7/1/2023	851	875	901	929	958	989	1018	1050	1082	1114	1148	1183	1218
Bookkeeper	7/1/2021	865	893	920	949	976	1006	1038	1068	1100	1133	1167	1203	1240
	7/1/2022	887	916	943	973	1001	1032	1064	1095	1128	1162	1197	1234	1271
	7/1/2023	905	935	962	993	1022	1053	1086	1117	1151	1186	1221	1259	1297
Principal Clerk	7/1/2021	889	917	946	972	1002	1032	1063	1095	1130	1164	1199	1235	1273
Principal Clerk & Secretary	7/1/2022	912	940	970	997	1028	1058	1090	1123	1159	1194	1229	1266	1305
	7/1/2023	931	959	990	1017	1049	1080	1112	1146	1183	1218	1254	1292	1332
Senior Accounting Clerk	7/1/2021	921	950	977	1008	1041	1071	1102	1136	1170	1206	1242	1280	1319
	7/1/2022	945	974	1002	1034	1068	1098	1130	1165	1200	1237	1274	1312	1352
	7/1/2023	964	994	1023	1055	1090	1120	1153	1189	1224	1262	1300	1339	1380
Principal Clerk & Stenographer	7/1/2021	969	998	1029	1061	1092	1126	1160	1195	1233	1269	1307	1347	1388
	7/1/2022	994	1023	1055	1088	1120	1155	1189	1225	1264	1301	1340	1381	1423
	7/1/2023	1014	1044	1077	1110	1143	1179	1213	1250	1290	1328	1367	1409	1452
Head Clerk	7/1/2021	1017	1050	1079	1113	1148	1182	1217	1255	1292	1331	1372	1414	1457
Principal Accounting Clerk	7/1/2022	1043	1077	1106	1141	1177	1212	1248	1287	1325	1365	1407	1450	1494
	7/1/2023	1064	1099	1129	1164	1201	1237	1273	1313	1352	1393	1436	1479	1524
Accounting Administrator	7/1/2021	1062	1097	1128	1163	1201	1236	1273	1312	1350	1391	1433	1476	1521
Senior Head Clerk	7/1/2022	1089	1125	1157	1193	1232	1267	1305	1345	1384	1426	1469	1513	1560
	7/1/2023	1111	1148	1181	1217	1257	1293	1332	1372	1412	1455	1499	1544	1592



## 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 photo or text messaging is prohibited 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;

**City of Fitchburg/Telephone Usage Policy, Employee Responsibilities, continued:**

- 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 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:** \_\_\_\_\_

**Phone returned by:** \_\_\_\_\_

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

**Phone received 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.

**APPENDIX C**  
**AFSCME/Local 2034**  
**Employee Fee Agreement**  
**Training and Educational Fees**  
**Conditional Waiver**

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.

City of Fitchburg

American Federation of State, County and Municipal

Employees (AFSCME) Local 2034

Employee Performance Evaluation

<b>Employee Name</b>		<b>Department</b>	<b>Position/Title:</b>	
Last:	First:			
<b>Date of Hire</b>	<b>Grade</b>	<b>Step</b>	<b>Department Head/Manager:</b>	<b>Date:</b>
<b>Evaluation Period</b>		<b>Evaluation Type</b>		<b>Prepared by: Name/Title:</b>
<b>From:</b>	<b>To:</b>	<b>Probation</b>	<b>Annual</b>	

**Last Evaluation Date:**

**Next Step Eligibility Date:**

<b>Work Performance</b>		50: Excellent/Exceptional 30: Meets Expectations 20: Minimal level/needs improvement	40. Meets Expectations/frequently exceeds Requirements 10: Does not meet requirements
<b>Teamwork</b>		<b>Comments:</b> 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
<b>Job Knowledge and Application</b>		<b>Comments:</b>	
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
<b>Quality of Work</b>		<b>Comments:</b>	
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
<b>Effort and Initiative</b>		<b>Comments:</b>	
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
<b>Punctuality and Efficiency</b>		<b>Comments:</b>	
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:**

<b>Work Performance</b>		<b>50: Excellent/Exceptional</b>	<b>40: Meets Expectations/Frequently exceeds Requirements</b>	<b>30: Meets Expectations</b>	<b>20: Minimal level/needs Improvement</b>	<b>10: Does not meet requirements</b>
<b>Safety</b>		<b>Comments:</b> 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.					<b>50</b>	<b>40</b>
					<b>30</b>	<b>20</b>
					<b>10</b>	
<b>Property</b>		<b>Comments:</b>				
Takes proper care of equipment and City property. Performs proper maintenance to assure normal usefulness and maintains City property as required.					<b>50</b>	<b>40</b>
					<b>30</b>	<b>20</b>
					<b>10</b>	
<b>Attitudes Toward Management</b>		<b>Comments:</b>				
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.					<b>50</b>	<b>40</b>
					<b>30</b>	<b>20</b>
					<b>10</b>	
<b>Rules and Regulations</b>		<b>Comments:</b>				
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.					<b>50</b>	<b>40</b>
					<b>30</b>	<b>20</b>
					<b>10</b>	
<b>Carrying out Instructions</b>		<b>Comments:</b>				
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.					<b>50</b>	<b>40</b>
					<b>30</b>	<b>20</b>
					<b>10</b>	

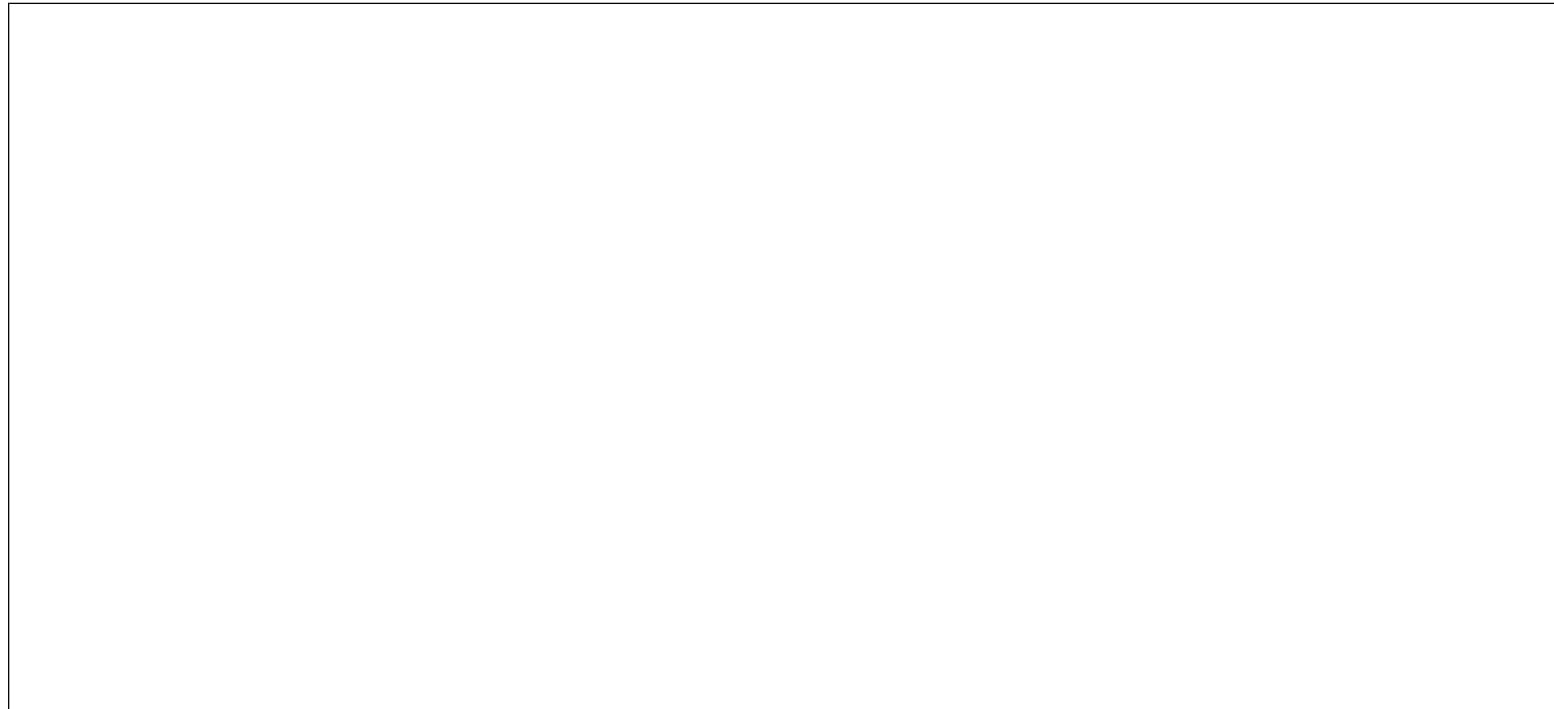
**300 = MINIMUM ACCEPTABLE SCORE**  
**550 = MAXIMUM ACCEPTABLE SCORE**

**TOTAL POINTS SCORED:** \_\_\_\_\_

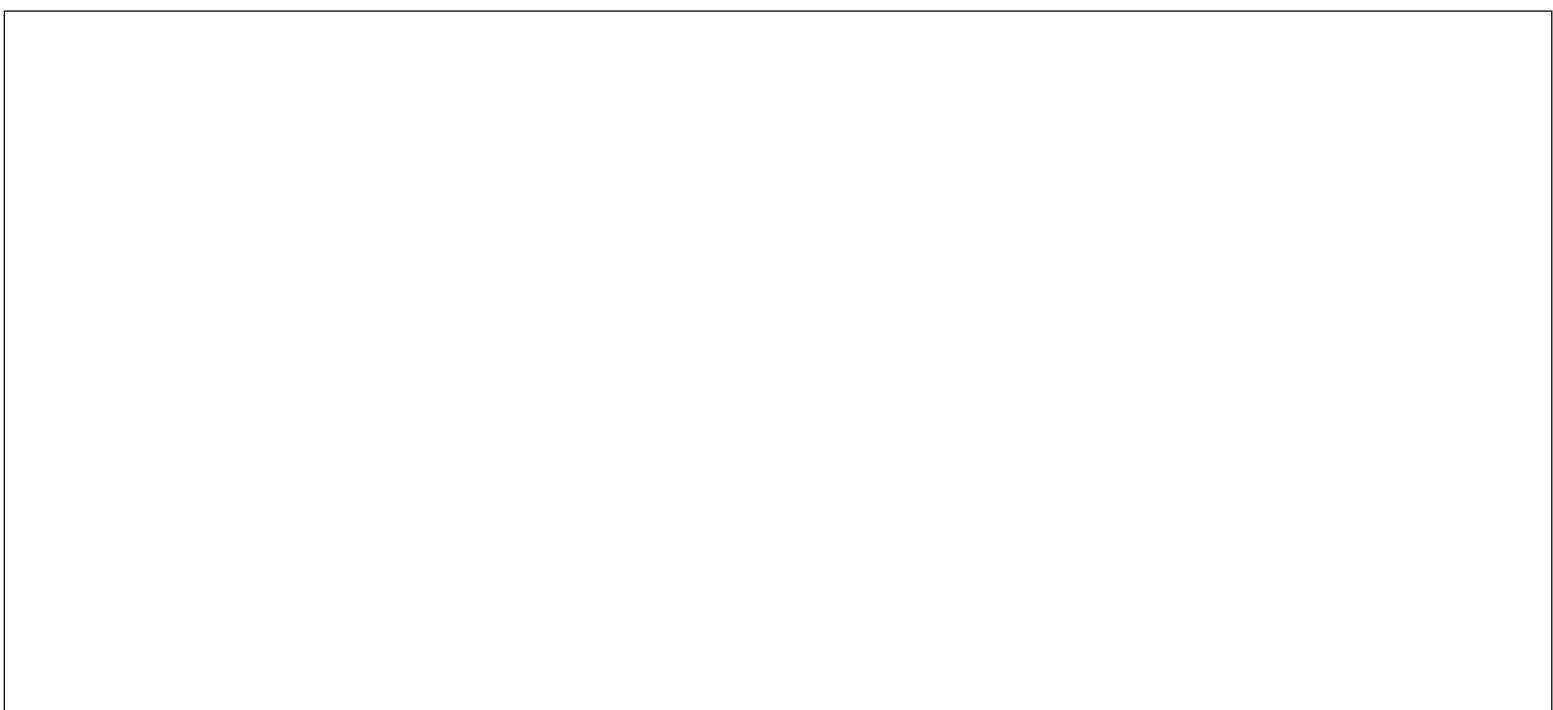
Employee Name:

Date:

**SUPERVISOR COMMENTS**

A large, empty rectangular box with a thin black border, intended for the supervisor's written comments.

**EMPLOYEE COMMENTS**

A large, empty rectangular box with a thin black border, intended for the employee's written comments.

Employee Name:

Date:

ADVANCEMENT TO NEXT STEP:

RECOMMENDED

NOT RECOMMENDED

Signatures:

EMPLOYEE: \_\_\_\_\_

SUPERVISOR: \_\_\_\_\_

ACCEPTED BY

DEPARTMENT HEAD: \_\_\_\_\_

**Save Form**

**Print Form**

**Clear Form**