



COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

CITY OF FITCHBURG, MA

AND

SERVICE EMPLOYEES INTERNATIONAL UNION

LOCAL 888 INSPECTORS' GROUP



FISCAL YEARS

JULY 1, 2023 – JUNE 30, 2024

JULY 1, 2024 – JUNE 30, 2025

JULY 1, 2025 – JUNE 30, 2026



TABLE OF CONTENTS



ARTICLE	SECTION	SUBJECT	PAGE
		PREAMBLE	5
1		RECOGNITION	5
2		EFFECTIVE DATE OF AGREEMENT	5
3		WAIVER	5
4		REOPENING PROVISION	5
5		MANAGEMENT MEETINGS	6
6		MANAGEMENT POWERS	6
7		DISCRIMINATION AND COERCION	6
8		BULLETIN BOARDS	6
9		UNIT REPRESENTATIVES	6
10		PAYROLL DEDUCTION FOR UNION DUES	7
11		SENIORITY	7
12		GRIEVANCE AND ARBITRATION PROCEDURES	7
	12.1	Definition	7
	12.2	Time Limitations	7
	12.3	Grievance Procedures	8
	12.4	Arbitration	8
13		HOURS OF WORK	9
14		MEAL PERIODS	9
15		REST PERIODS	9
16		CLEANUP	9
17		COMPENSATION	9
	17.1	Longevity	9
	17.2	Other Compensation Provisions	10
	17.2.1	Court Appearances	10
	17.2.2	Direct Deposit	10
	17.2.3	Higher Classification Pay	10
	17.2.4	Mileage Reimbursement	11
	17.2.5	Promotions/Demotions	11
	17.2.6	Report to Work Pay	11
	17.3	Overtime	12
	17.4	Wages	12
18		CLOTHING ALLOWANCE	13
19		HOLIDAYS	13
	19.1	Paid Holidays	13
	19.2	Holiday Pay	13



TABLE OF CONTENTS



ARTICLE	SECTION	SUBJECT	PAGE
20		LEAVES OF ABSENCE	13
	20.1	Bereavement	13
	20.2	Family Medical Leave Act (FMLA)	14
	20.3	Jury	14
	20.4	Military	14
	20.5	Parental	14
	20.6	SICK LEAVE	14
	20.6.1	Accumulation and Utilization	14
	20.6.2	Sick Leave Personal Days	15
	20.6.3	Sick Leave Bank	16
	20.7	Special Leave	18
	20.8	Vacation	18
21		HEALTH AND WELFARE	19
	21.1	Americans with Disabilities Act	19
	21.2	Examination by Physician During Disability	19
	21.3	Extremes of Weather	20
	21.4	Health and Life Insurance	20
	21.5	Injured Employees	20
	21.6	Modified/Light Duty	20
	21.7	Replacement of Eyeglasses	21
	21.8	Worker's Compensation	21
22		GLOBAL POSITIONING SYSTEM (GPS)	21
23		TELEPHONE USAGE / CELL PHONE POLICY	22
24		LOSS OF LICENSE	22
25		SAFETY COMMITTEE	22
26		EMPLOYER'S RESPONSIBILITY	23
		EDUCATIONAL BENEFITS	23
	26.1	Course Approval and Reimbursement	23
	26.2	Professional License/Certification Stipend	23
	26.3	Promotional Training Programs	24
27		PERFORMANCE EVALUATION	24
	27.1	Criteria for Step Increase	24
	27.2	Delayed Performance Evaluation	25



TABLE OF CONTENTS



ARTICLE	SECTION	SUBJECT	PAGE
28		VACANCIES	25
	28.1	Filling a Vacancy	25
	28.2	Temporary/Seasonal Employees	25
	28.3	Work Performed by Supervisors	25
		SIGNATURE PAGE	26
APPENDIX A		Wage Matrix	27
APPENDIX B		Educational Fee Agreement	28
APPENDIX C		Performance Evaluation	29
APPENDIX D		Telephone Usage Policy	33



PREAMBLE



This Agreement is entered into by the **City of Fitchburg, Massachusetts**, herein after referred to as the "**Municipal Employer**" or the "**City**", and the **Service Employees International Union**, herein after referred to as the "**Union**", has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other terms conditions of employment insofar as the same may be permissible by law.

ARTICLE 1 RECOGNITION

The Municipal Employer recognizes the **Service Employees International Union (SEIU), Local 888** (hereinafter referred to as the **Union**), as the sole and exclusive representation for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment for the following appropriate bargaining unit of the City of Fitchburg: **Inspectors' Group** to include the Wire Inspector, Electrician, Plumbing/Mechanical Inspector, Public Health Nurse, Scale Master, Animal Control Officer, Building Inspector(s), Supervisor of Building Maintenance and Custodians within the Library, Police Station and Senior Center.

ARTICLE 2 EFFECTIVE DATE OF AGREEMENT

[Amended FY24 – FY26]

This Agreement shall be effective upon execution by the Parties for a period of **July 1, 2023 through June 30, 2026** and thereafter for a successive one (1) year period unless one of the Parties hereto on or before the sixtieth (60th) day prior to such termination date, or any subsequent termination thereafter, shall notify the Party hereto in writing via certified mail of its desire to modify, amend or terminate the same, provided, however, that if modification or amendment is desired, a copy of such modification or amendment shall accompany such notice. The City shall provide ten (10) printed copies of the executed CBA to the Union, in addition to an executed digital copy of the same.

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 City and the Union, for the life of this Agreement, each voluntarily and without qualification, waive the right and each agrees that 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.

ARTICLE 4 REOPENING PROVISION

In the event that any provision of these agreements shall at any time be declared invalid by a court of competent and final jurisdiction, such decision shall not invalidate the entire Agreement, it being the express intention of the Parties that all other provisions, not so declared invalid, shall remain in full force and effect, and such provision or article so declared invalid shall be immediately opened for further negotiations by the Parties for the purpose of adjusting the same. In the event that any mandatory state or federal law shall be enacted after the effective date of this Agreement which materially changes the obligations of either party hereto, the effected party shall have the option to reopen negotiations to adjust same.

ARTICLE 5
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 6
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 7
DISCRIMINATION AND COERCION

[Amended FY18 – FY20]

There shall be no discrimination by City Department Heads and/or Division Managers or Supervisors 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, sex, age, disability, religion, national origin, sexual orientation or gender identity and/or expression.

ARTICLE 8
BULLETIN BOARDS

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

ARTICLE 9
UNIT REPRESENTATIVES

The Union shall supply a written list of Unit stewards and/or representatives to the City immediately after their designation, and the Unit shall notify the City of any changes in such list. There shall be no more than one (1) steward designated to represent each shift of each departmental division.

The steward in each respective division of the department, or in his/her absence the president or his/her designee shall be granted time off during work hours to investigate and settle grievances. The steward, or designee in his/her absence, shall be free to contact the unit president for information or directions in his/her attempts to settle any dispute that may arise.

ARTICLE 10
PAYROLL DEDUCTION FOR UNION DUES

[Amended FY18 – FY20]

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

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

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

ARTICLE 11
SENIORITY

[Amended FY18 – FY20]

The Municipal Employer and the units shall recognize and adhere to all applicable federal and state laws and City ordinances, relative to seniority, 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 length of continuous service of an employee with the City of Fitchburg shall determine the seniority of the employee as appropriate to the circumstances to which it is applied.

Reductions of the work force, 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.

All other benefits and/or rights enjoyed by employees covered by this Agreement which are now governed by City Ordinance or state or federal law which are not in conflict with these Agreements shall remain in full force and effect.

ARTICLE 12
GRIEVANCE AND ARBITRATION PROCEDURES

The bargaining unit shall select a Grievance Committee and shall notify the City of the members thereof. The City will recognize only those Grievance Committee members of whom it has received such notification.

Section 12.1 **DEFINITION**

A grievance shall be defined as a matter alleging a violation of or concerning the interpretation or application of a specific clause of the Contract. Should an individual have a personal grievance, not involving the interpretation or application of this Agreement, an earnest effort shall be made to address such grievance immediately in the grievance procedures outlined below in Section 12.3 of this Article.

Section 12.2 **TIME LIMITATIONS**

The time limitations in any part of the preceding steps may be extended by agreement of the Parties, however, failure of the Union to file a grievance in writing, as per Step 2 within five (5) days of the occurrence of the grievance or within five (5) days of the time when the employee or the Union knew or should have known the facts giving rise to the grievance, shall waive the grievance. The failure of the Union or the employee to file a grievance within the time prescribed above at any step of the grievance procedure the person to whom the grievance should be filed at that step, shall waive the grievance.

Article 12, Grievance and Arbitration Procedures, continued:

Section 12.3 GRIEVANCE PROCEDURES

Step 1

By informal conference between the aggrieved employee and his/her immediate supervisor.

Step 2

If the alleged grievance is not resolved within two (2) working days after conferring with his/her immediate supervisor, the aggrieved employee shall consult with a member of the Union's Grievance Committee, who shall reduce the alleged grievance, including a brief statement of facts, to written form and shall deliver three (3) copies of same to the Department Head.

Step 3

By conference between the Department Head and no more than three (3) members of the Grievance Committee and the aggrieved employee, if s/he desires, within five (5) working days of receipt of said written grievance.

Step 4

If the alleged grievance is not resolved within three (3) working days after the conference with the Department Head, it shall be forwarded, with a written statement from the Department Head explaining his/her position on the grievance to the Mayor for his/her determination.

Step 5

Upon receiving the grievance, the Mayor shall refer the matter to such person as s/he shall designate for investigation and recommendation. The Mayor and/or his/her designee shall meet with the Grievance Committee within seven days of the receipt of the grievance. The Mayor shall make his/her determination of the alleged grievance within twenty-one (21) days from the date of its receipt.

Section 12.4 ARBITRATION

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

The expense of the arbitration proceedings shall be equally shared by both Parties. The Parties shall attempt to agree on an arbitrator, however, if they fail to do so, an arbitrator will be chosen in accordance with the procedures of the American Arbitration Association.

The Arbitrator shall have no power to modify or amend any of the terms of this Agreement nor shall s/he have the power to add or subtract language from the terms of this Agreement. If there is no specific language in the Agreement dealing with the matters referred to the Arbitrator, s/he shall be required to return the matter to the Parties without a decision. The Arbitrator shall have no power to issue a decision in violation of any of the rules and regulations, ordinances or orders lawfully in effect in the City of Fitchburg, nor shall the Arbitrator have any power to make a decision in violation of any state or federal laws.

The Arbitrator shall have no power to render a decision concerning any matter subject to the jurisdiction of, or covered by the rules and regulations of a retirement board as set forth and established by the laws of the Commonwealth of Massachusetts.

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

ARTICLE 13
HOURS OF WORK
[Amended FY18 – FY20]

The regular hours of work for all employees shall be seven and one-half (7½) hours per day and thirty-seven and one-half (37½) hours per week, Monday through Friday, except for those employees engaged in special operations.

- Each employee shall be scheduled to work a shift with regular starting and ending times;
- Changes in regular scheduling of employees shall be at the discretion of the Department Head.

Each employee shall be assigned a communication device (cell phone or pager) which must be powered on and carried on his/her person during all working hours. Employees are required to respond to all calls and/or pages during working hours as quickly as possible.

The Department Head shall determine the technology/medium to be utilized to track and log work hours.

ARTICLE 14
MEAL PERIODS

All employees covered by this Agreement shall be granted an unpaid meal period of a 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.

Employees required to work through their regularly scheduled unpaid meal period shall be paid time and one-half (1½) for such work performed. Additionally, the employee shall be granted a paid twenty (20) minute break as soon as practicable.

If an employee is called back to work due to an emergency and shall work in excess of four (4) consecutive hours during such call back, the employee shall be granted a regular unpaid meal period as provided for above.

ARTICLE 15
REST PERIODS

Employees shall be granted two (2) paid rest periods during each regular shift. Each rest period shall be ten (10) minutes in duration.

ARTICLE 16
CLEANUP

Employees shall be granted a personal clean up period of not more than ten (10) minutes at the end of each work shift, along with appropriate time for the purpose of servicing and securing equipment.

ARTICLE 17
COMPENSATION
[Amended FY18 – FY20]

Section 17.1

LONGEVITY

[Amended FY18 – FY20]

A. Eligibility

- Employees hired before May 30, 2018 shall be paid longevity payments as outlined in the sections below;
- Employees hired on or after May 30, 2018 shall be paid longevity payments upon the completion of his/her fifteenth (15th) consecutive year of service.

B. Payments

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:

Article 17, Compensation, continued:

- Payments shall be calculated at the commencement of the applicable fiscal year;
- Payments shall be paid on an annual basis, prior to June 30th 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

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%

Section 17.2 OTHER COMPENSATION PROVISIONS {Added FY18 – FY20}

Section 17.2.1 COURT APPEARANCES {Added FY18 – FY20}

Any such time that an employee covered by this Agreement is required to attend a court appearance on behalf of the City of Fitchburg, without the presence of the City Solicitor and/or Assistant City Solicitor and/or his/her designee, the employee shall be compensated at a rate equal to one and one-half (1½) his/her regular rate of pay for the time at said court appearance.

Section 17.2.2 DIRECT DEPOSIT

Beginning July 1, 2015, all employees covered by this Agreement shall be required to participate in direct deposit for payroll processing requirements.

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 or card swipe employee time and attendance system. Said system shall manage hours worked, vacation, sick and personal time. Upon said upgrade and/or replacement of the payroll system, the Parties shall meet to bargain the implementation of such online or card swipe time and attendance system.

Section 17.2.3 HIGHER CLASSIFICATION PAY

Effective upon execution of this Agreement, if an employee is ordered by his/her Department Head to work in a higher classification, said employee shall be paid at the higher rate from the first day through the end of such assignment at the higher classification.

Section 17.2.4 MILEAGE REIMBURSEMENT

[Amended FY21 – FY23]

A. Reimbursement Provisions

Effective July 1, 2020, the City shall pay a flat rate of Seventy-Five dollars (\$75.00) per week to an employee covered by this Agreement for the employee use of a privately owned motor vehicle to perform inspection work on behalf of the city.

- Lump-sum payments shall be paid in the first pay period in June and December of each year;
- Any employee who uses his/her personal vehicle must log miles driven during the course of inspectional work. Such miles shall be recorded on a weekly basis and said mileage report/log must be submitted the City Auditor once per calendar year or at the Auditor's request;
- If an employee covered by this agreement is assigned to go outside the City of Fitchburg limits on City business in a privately owned vehicle, s/he will be paid at the mileage rate established by the IRS for Federal Income Tax purposes. Miles driven outside the City limits on business shall not be logged in the aforementioned annual mileage report;
- Assignment and use of City-owned vehicles is at the sole discretion of the Mayor. Employees who use City vehicles are not permitted to use said vehicles for travel between their residence and work;
- All member employees who drive a City vehicle shall be subject to random drug testing per the City's drug testing policy.

Section 17.2.5 PROMOTIONS/DEMOTIONS

A. Promotions

The wage rate of an employee who is promoted to a position in a higher wage classification than his/her current pay grade shall be increased as follows:

- Said rate shall be determined by applying a one (1) step increase to the employee's current wage classification, to be projected if at the maximum step;
- The new rate shall be "slotted" into the wage matrix, within the appropriate grade and applicable step. In no event shall the new wage rate be lower than the employee's current pay rate.

B. Demotions

The wage rate of an employee who is officially demoted to a position in a lower wage classification than his/her current pay grade shall be decreased as follows:

- Said rate shall be determined by applying a one (1) step decrease to the employee's current wage classification;
- The new rate shall be "slotted" into the wage matrix, within the appropriate grade and applicable step. In no event shall the new wage rate be higher than the employee's current pay rate.

Section 17.2.6 REPORT TO WORK PAY

An employee who reports to work at his/her regular start time and has not been given at least twelve (12) hours' advance notice not to report to work, shall receive a minimum of four (4) hours of pay at the employee's base rate. If the employee is held at work in excess of four (4) hours, s/he shall be paid for actual time worked.

Article 17, Compensation, continued:

Section 17.3

OVERTIME

{Amended FY21 – F23}

Employees covered by this Agreement shall be paid overtime or receive compensatory time at one half (1/2) times their regular rate of pay for time worked in excess of seven and one-half (7½) hours in one (1) day and/or thirty seven and one-half (37½) hours in one (1) week.

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

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

Employees who normally work from Monday through Friday and who perform overtime work on Sunday will be paid at two (2) times the employee's base rate of pay. For employees who are on other than Monday through Friday work schedules, overtime work performed on the second day of an employee's normal two (2) days off in each seven (7) calendar days, shall be paid at two (2) times the employee's base rate of pay.

Overtime shall be impartially distributed among personnel in each area who ordinarily perform such work in the normal course of their work week. When, in the event of an emergency, it is necessary to call personnel from other areas to aid and assist, the personnel from areas other than the area which normally performs such work shall be released from their duties first when the work load lessens.

The City shall keep records in each division of the overtime worked. Refusal to work overtime shall be counted as overtime worked in the impartial distribution of overtime. In case of a grievance involving such records, they shall be subject to examination by the unit representative of the division involved.

Section 17.4

WAGES

{Amended FY24 – FY26}

A. Wage Cost of Living Adjustments (COLA's) shall be as follows:

- A **3.0%** wage increase shall become effective July 1, 2023;
- A **3.0%** wage increase shall become effective July 1, 2024 and
- A **3.0%** wage increase shall become effective July 1, 2025.

ARTICLE 18
CLOTHING ALLOWANCE

{Amended FY24 – FY26}

A. Effective Date

Effective July 1, 2023, the City shall pay a clothing allowance stipend in the amount of One Thousand Dollars (\$1,000) to all members of the bargaining unit.

B. Payments

{Amended FY18 – FY20}

Clothing allowance stipends shall be paid in a lump sum payment in June of each year. Said amount shall be prorated on a monthly basis for those employees who are retiring, as well as new employees who have completed their probationary period.

ARTICLE 19
HOLIDAYS
[Amended FY21 – F23]

Section 19.1

PAID HOLIDAYS

Such paid holidays listed below shall also include any day that may be declared to be a holiday by the Mayor of the City of Fitchburg or the Governor of the Commonwealth of Massachusetts.

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

The Employer agrees to continue the practice of observing holidays which fall on a Saturday on Friday and holidays which fall on a Sunday on Monday.

Section 19.2

HOLIDAY PAY

- Holiday pay shall be one day's pay at the employee's straight time rate;
- If a holiday occurs within an employee's vacation period, the employee shall receive an additional day of vacation with pay;
- All employees covered by this Agreement who work on any of the holidays set forth above shall be paid at a rate of one and one-half (1½) times his/her regular base hourly rate for all hours worked, at a minimum of four (4) hours, in addition to the regular holiday pay.

ARTICLE 20
LEAVES OF ABSENCE

Section 20.1

BEREAVEMENT

[Amended FY24 – FY26]

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

In the event of the death of:

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

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 the employee's accrued sick, vacation or personal leave balances.

Deviations due to extenuating circumstances shall be made at the discretion of the employee's Department Head and/or the Director of Human Resources. Any such deviation shall not be subject to the grievance or arbitration process.

Article 20, Leaves of Absence, continued:

Section 20.2

FAMILY MEDICAL LEAVE ACT (FMLA)

{Added 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 absent from work because of Jury Duty shall be paid by the Municipal Employer the difference between the employee's regular straight time rate of pay and the payment received for Jury service, upon presentation of documentation as to Jury service and the amount of compensation for such service, exclusive of travel or meal allowance.

Section 20.4

MILITARY

{Amended FY18 – FY20}

The City shall cooperate in and comply with all local, state and federal laws relative 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 with (8) weeks' leave;
- Such 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 FY21 – FY23}

Section 20.6.1

ACCUMULATION AND UTILIZATION

A. Accumulation

Provisions of this Article 21 of shall be consistent with the Code of the City of Fitchburg, Ch. 35, §9.

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. Sick Leave allowance not used in any particular year may accumulate to three hundred thirty-four (334) days for use in any subsequent year;
3. 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.

B. Utilization

A doctor's certification and/or note may be required by an employee's Department Head and/or Division Manager if an employee is absent for three (3) or more consecutive days or for seven (7) or more days in a calendar year, or if the Department Head has reasonable cause to believe the employee may be abusing his/her sick leave.

Section 20.6.2 SICK LEAVE PERSONAL DAYS

[Amended FY21 – FY23]

A. Accrual, Carryover and Usage

- a. Fulltime employees hired prior to July 1, 2011, who do not use sick leave, shall be granted one (1) day of personal leave for each calendar month said employee does not use sick leave;
- b. Fulltime employees hired on or after July 1, 2011, who do not use sick leave, shall be granted a one-half (1/2) day of personal leave for each calendar month said employee does not use sick leave;
- c. Employees who do not use sick leave for six consecutive calendar months shall earn one (1) additional or "bonus" personal day at the end of the sixth (6th) consecutive month;
- d. Accrual is considered to be earned monthly on the day (1 – 31) on which the employee was hired, provided the employee has not utilized sick leave within earning period (1, 6 or 12 months) as applicable;
- e. Such personal time shall be cumulative to eight (8) days for all member employees;
- f. Up to five (5) personal days may be carried over to the next calendar year;
- g. Personal leave may be used in half or full day increments only;
- h. Employees donating to the Union's Sick Leave Bank shall not lose any Personal Leave days or "bonus" days when donating to the Bank.

B. Retirement or Death of Employee

- a. Upon an employee's retirement or death, the City agrees to pay the employee, the employee's spouse, designated beneficiary, next of kin or estate, in that order unless otherwise specified in writing by said employee, for all unused sick leave at a rate of Thirty Dollars (\$30) per day, however, in no case shall the City's obligation exceed more than Ten Thousand Dollars (\$10,000).
- b. Application must be made within six (6) months of death or retirement to be eligible for said payment.

C. Buyback/Exchange

Any member employee who has accrued a minimum of six (6) personal days may "buy back" or exchange up to five (5) personal leave days for up to five (5) days of the employee's regular weekly pay, in accordance with the provisions listed below. Regular weekly pay excludes overtime, education incentive awards, clothing allowance, stipends and/or other benefits.

1. Employees Hired Before July 1, 2011

Employees who do not use sick leave for a period of twelve (12) consecutive months shall have the option of receiving five (5) days' pay, as his/her regular rate, in exchange for five (5) of his/her accrued personal days, plus two (2) additional personal days or the total of his/her accrued personal time.

For example:

a. Scenario 1

Employee A does not use sick leave for twelve (12) consecutive months. At the end of the twelfth (12th) month, the employee "buys back" five (5) days (equivalent to one (1) weeks' pay). S/he shall receive two (2) "bonus" personal days.

b. Scenario 2

Employee B does not use sick leave for twelve (12) consecutive months. At the end of the twelfth (12th), the employee "buys back" all of his/her sick leave personal days accrued within the preceding twelve (12) months. The employee shall not receive two (2) "bonus" days.

2. Employees Hired On or After July 1, 2011

Employees who do not use sick leave for a period of twelve (12) consecutive months shall at the end of the twelfth (12th) month become eligible to receive five (5) days' pay, at his/her regular rate, in exchange for five (5) of his/her accrued personal days.

Section 20.6.3 SICK LEAVE BANK

[Amended FY21 – FY23]

The purpose of the SEIU Local 888 Sick Bank Policy is to provide additional paid leave for current member employees who have exhausted their accrued sick, personal and vacation leave benefits as the result of a catastrophic illness or injury. The bank serves as a depository into which participating employees may voluntarily contribute leave (sick days) for allocation to other participating employees. The purpose of the bank is not to provide unlimited paid sick leave for any medical reason but to alleviate the hardship caused when employees lose compensation as the result of a catastrophic illness or injury.

A. Establishment of the Bank

The Bank was established in 2001, through the voluntary contribution of two sick days by eligible employees (as defined below) during an initial enrollment period. The contribution by any eligible employee of two (2) sick days establishes membership in the Bank and eligibility to apply for withdrawal from the Bank.

In order to remain a member in good standing, current bank members must continue to make a voluntary annual contribution of two sick days. Should the Bank reach a balance of 75 or fewer days, a special contribution period may be opened to bring the bank to seventy-five (75) day reserve. Days remaining in the Bank at the end of the fiscal year shall be carried over to the following fiscal year.

B. Membership Eligibility, Obligations and Limitations

- Membership in the Sick Bank is available to all Local 888 SEIU employees who have sick leave balances. For individuals on less than 100% appointment, one day is pro-rated on the basis of the percentage appointment;
- Membership eligibility for participation in the Bank within a fiscal year begins upon the employee's original donation of two sick days. Enrollment in the bank shall continue, provided an additional two sick days are donated each subsequent fiscal year;
- Eligibility is discontinued upon termination of employment, retirement, death or failure to donate the required two (2) days in any subsequent fiscal year;
- Membership continues from year to year with the aforementioned annual sick leave donation until/unless the member submits a revocation form to discontinue membership. Member employees may discontinue participation in the Sick Bank by submitting a written request to their Union representative and to the Director of Human Resources;
- Members waive all claims to sick leave voluntarily donated days to the Bank, including any monetary or retirement-related value the days may hold. No payment of benefits shall be made to survivors;
- The Sick Bank is available to those employees who have completely exhausted all sick, personal and vacation leave and who are not receiving Worker's Compensation or Disability benefits.
- The Sick Bank is available to those employees who have completely exhausted all sick, personal and vacation leave and who are not receiving Workers' Compensation or disability benefits.
- Each member must have at least two (2) years of continuous employment with the City and at least twenty (20) days of accrued sick leave at the time of the initial contribution.

C. Donations to the Bank

- Employees will be given an annual opportunity to donate to the Bank. Employees will be asked by December 1st of each year if they want to donate to the bank for the following calendar year. Employees must return their donation form by December 31st;
- Donors must have a minimum balance of twenty (20) sick days after making a donation;
- Any employee who wishes to donate one or two sick days must sign a statement indicating the participation is voluntary. Donation forms will be submitted to Human Resources and the SEIU Local 888 Vice Chairman;
- Employees may not designate a particular individual to receive their donated leave;

Article 20, Leaves of Absence, Sick Bank, continued:

- When an employee resigns or retires, any days in excess of those sold back to the City, where applicable, shall be donated to the Sick Leave Bank, provided the employee was a registered member of the Sick Bank at the time of his/her resignation or retirement;
- Said employee must provide written authorization of his/her request to donate any unused Sick Leave to the Sick Bank. The Union shall provide such documentary evidence of employee's membership and written authorization in the Bank to the Director of Human Resources.

D. Administration of the Bank

- The Bank will be administered by a Committee comprised of at one (1) representative from Human Resources, one (1) SEIU Local 888 representative and the employee's supervisor;
- The Union shall be responsible for convening the Committee, coordinating the annual donation period, processing requests and maintaining appropriate related records;
- The Union shall provide an annual accounting of individuals in the Sick Leave Bank and the number of days available to Human Resources by January 31st of each year. The accounting shall also include copies of all new and current member employees and any documentation regarding Sick Bank Leave usage for the previous year;
- Requests for use of the Sick Bank will be reviewed by the Committee. The Committee will prepare written notification to the requesting member approving or denying the application for paid sick leave. The Union shall ensure that the appropriate forms and /or documentation are submitted to the Payroll Department if the request is approved;
- The Committee may not grant paid sick leave days to members when the Bank does not have available days;
- The application shall be denied if it is incomplete, lacks supporting statements from a licensed health care provider, or if the member fails to provide any requested documentation. If denied, an application may be resubmitted.

E. Withdrawals from the Bank

- A member or his/her designee must complete an application for Sick Bank Leave and submit it to Local 888, accompanied by a written statement from Human Resources, confirming the need for said request;
- Applications for benefits may be made prior to the employee's exhaustion of his/her own accrued sick time, personal, and vacation time to expedite the process. Drawing on the Sick Bank will not actually commence until after the employee's sick leave personal and vacation days are exhausted. Request for withdrawals must be made by the member or designated representative from Local 888 no later than five (5) working days after all sick, personal and vacation time has been exhausted;
- Sick Leave may be used only during the term of an employee's period of appointment;
- The committee will render a written decision to the employee within five (5) working days after receipt of request;
- Bank benefits are not available for leave taken prior to eligibility for participation in the Bank;
- The amount of sick leave granted for each request will be determined by the Committee but cannot exceed one-third of the balance in the Bank or a maximum of thirty consecutive days. A new request may be made at the end of the thirty (30) days;
- Any leave granted may be used only for the purpose requested on the application. Any unused portion will be returned to the Bank;
- Leave may be used for the personal illness or injury of the employee or to care for a parent, spouse, domestic partner or child with a serious health condition. The employee must have filed paperwork for and received approval of an FMLA Leave to receive such time from the Bank.

Article 20, Leaves of Absence, Sick Leave Bank, continued:**F. Appeal Procedure**

In the event that an employee is denied membership into the Bank or a member is denied benefits from the Bank, s/he may submit a written appeal to the Committee within ten working days of receiving the denial. A written response shall be issued within ten (10) working days from date of the appeal. Decisions of the Sick Leave Bank Committee shall not be subject to the grievance process.

Section 20.7**SPECIAL LEAVE**

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

- Retirement physicals;
- Hearings for the Department of Industrial Accidents (DIA) in which the employee is the injured party or is summoned as a witness therein. Any witness fees received by the employee shall be refunded to the City.

Section 20.8**VACATION**

[Amended FY18 – FY20]

A. Eligibility and Accrual Schedule

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

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

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

The maximum vacation for full time employees is as follows:

Years of Service	Non Exempt and Exempt
1 through 4	2 weeks
5 through 9	3 weeks
10 through 14	4 weeks
15 or more	5 weeks

Article 20, Leaves of Absence, Vacation, continued:

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 (ten (10) days) pay at his/her current base rate, for up to ten (10) accrued vacation days, provided the employee has three (3) weeks of vacation as of January 1st of the calendar year in which s/he wishes to exchange the aforementioned weeks.
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 (five (5) work days) for up to five (5) accrued vacation days.
5. This revised vacation matrix/schedule is effective with the execution of this Agreement 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 AMERICANS WITH DISABILITIES ACT

The City shall cooperate and comply with all local, state and federal laws related to the Americans with Disabilities Act.

Section 21.2 EXAMINATION BY PHYSICIAN DURING DISABILITY

Any employee claiming benefits under the Workers' 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 City, as requested during the period of such disability.

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 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.

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

Section 21.3 EXTREMES OF WEATHER

The City recognizes the importance of protecting the health and safety of its employees. As such, the City 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, employees shall not be required to report to work or shall be dismissed early if City offices are closed early. Department Heads may require attendance if the needs of the department so require.

Article 21, Health and Welfare, continued:

Section 21.4

HEALTH AND LIFE INSURANCE

[Amended FY18 – FY20]

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

- Life Insurance in the amount of fifteen thousand dollars (\$15,000);
- Medical Insurance, either Blue Cross/Blue Shield with options of Blue Care Elect, Blue Choice, HMO Blue or other similar insurance plan;
- Notwithstanding anything to the contrary appearing in item (b) above, the City retains the exclusive right to select a different hospitalization insurance plan or to alter the present plan without notice or negotiation and, in the exercise of such right, the City shall not be subject to the grievance and arbitration procedures contained in this contract provided the level of benefits is approximately equal to present coverage.

Section 21.5

INJURED EMPLOYEES

An employee suffering an injury arising out of and in the course of his/her employment and who is forced to leave the job site due to said injury shall be paid to the end of the shift.

Section 21.6

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;
- 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 his/her 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 this 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 the employee's sole discretion.

Article 21, Health and Welfare, continued:

Section 21.7 REPLACEMENT OF EYEGLASSES

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

Section 21.8 WORKER'S COMPENSATION

[Amended FY18 – FY20]

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 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.

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

Worker's Compensation shall run concurrently with the Family Medical Leave Act (FMLA).

ARTICLE 22
GLOBAL POSITIONING SYSTEM (GPS)

{Added FY18 – FY20}

The City reserves the right to install and implement global positioning systems in City departmental vehicles.

A. Purpose

To track employees where there is a legitimate business reason for doing so, such as to manage a fleet of vehicles efficiently or to allocate service personnel to meet the varying needs of a specific geographic region.

B. Discipline

It is understood that disciplinary actions against and excessive monitoring of employees is not the primary purposes of the GPS equipment but GPS information may be used to discipline employees.

Supervisors will be monitoring GPS information on an ongoing basis and that information may be used for disciplinary purposes consistent with this article. Once the GPS information is recorded and stored electronically, the City of Fitchburg agrees that it shall not systematically or without prompting review or audit previously recorded GPS information available through the system for disciplinary purposes.

Any minor infraction, such as "idling, "off-route" and "unauthorized use" that in any part is verified by the use of GPS will not count as a first offense for the purposes of progressive discipline until the employee has received at least one warning.

Such infraction will result in counseling of the employee by management. Repeat offenders for minor infractions will be subject to progressive discipline. In contrast, significant or major infractions may result in discipline for the first offense.

C. Information

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

ARTICLE 23
TELEPHONE USAGE / CELL PHONE POLICY
{Added F21 – F23}

The Parties agree to the creation and implementation of a written cell phone policy, with which all employees covered by this Agreement must comply. All current member employees, as well as future member employees, will be required to sign the acknowledgment and receipt of said policy, which shall appear as **Appendix C** to the CBA.

The following provisions are included but not limited to in such policy:

- Employees covered by this Agreement must comply with all Massachusetts laws related to telephone usage during work hours;
- Texting is prohibited at all times while operating machinery or while driving a City vehicle and/or the employee's personal vehicle if said vehicle is being used for City business during work hours;
- Personal phone calls must be kept to a minimum during work hours;
- Personal phone calls shall not interfere with an employee's duties or those of his/her co-workers;
- 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.

ARTICLE 24
LOSS OF LICENSE
[Amended FY18 – FY20]

Any employee covered by this Agreement who loses his/her license, may on the second (2nd) offense, be temporarily reduced to a salary which is twenty-five percent (25%) less than that ordinarily provided to the employee. The duration of the demotion shall be the period of time that such employee is without his/her license. On a third (3rd) offense, the employee may be suspended or may be terminated.

Additionally, any employee covered by this Agreement who fails to inform the City that s/he has lost his/her license immediately upon revocation, may be subject to suspension or termination.

Employees are entitled to an appeal hearing according to the provisions set forth in Article 12, Grievance and Arbitration Procedures. If upon appeal of such loss of license the employee is successful, the employee shall be made whole.

ARTICLE 25
SAFETY COMMITTEE
[Amended FY18 – FY20]

The Local 888 Inspector's safety committee is composed of three (3) employees covered by this Agreement and chosen by the Union, two (2) supervisory personnel and the Chairman of the Public Safety Committee of the City of Fitchburg City Council, who shall be a member ex-officio. Such committee shall elect its own chairman and shall meet twice per year to review safety practices. The committee shall make recommendations regarding conditions, which, in its opinion, require corrective action. The City agrees that it will use diligence to avoid hazardous conditions and shall make every effort to eliminate any condition which may result in injury or illness to its employees. The City will provide protective devices if the employee has the approved licensing.

ARTICLE 26
EMPLOYER'S RESPONSIBILITY

The City agrees to provide all material, equipment, tools and special license fees required to perform the duties assigned to the employees covered by this Agreement.

ARTICLE 27
EDUCATIONAL BENEFITS
[Amended FY21 – FY23]

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 27.1 COURSE APPROVAL AND REIMBURSEMENT

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

A. Education Fee Agreement

{Added FY18 – FY20}

[Amended F21 – F23]

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 B** of this Agreement.

B. Course Approval

1. This benefit is subject to advance written approval of/by the Department Head and Mayor, prior to enrollment or attendance at such training and/or educational course. Such approval, or lack thereof, shall not be subject to the grievance or arbitration process;
2. The employee must successfully complete the course and obtain a grade of C+ or higher in the course. In the event of a pass/fail course, the employee must receive a "Pass" determination.

C. Reimbursement

[Amended FY18 – FY20]

1. The City shall reimburse employees for the cost of applicable registration fees, tuition and books for educational courses and/or training, so long as the aforementioned provisions have been satisfied;
2. Vehicle mileage or other automotive expenses to and from the location of the educational course shall not be included in said reimbursement;
3. The employee must submit a copy of the certificate and/or license to the Department Head and to the Director of Human Resources.

Section 27.2 Professional License/Certification Stipend

[Amended FY21 – FY23]

A. Subject to the appropriate documentation to be provided by the employee, an incentive shall be paid to said employee in accordance with the following stipulations:

- A stipend shall be paid only once per achievement, licensure or certification during the course of employment with the City of Fitchburg and shall be paid only to the highest level license held by the employee;
- A stipend shall be paid only if the license, certification, etc. is acquired during the course of employment with the City. Stipends shall not be paid to employees for licenses, certifications, etc. held at time of hire;
- The City shall reimburse employees for the renewal costs of said licenses and certifications, as required for renewal purposes.

Article 27, Educational Benefits, continued:

B. The professional license and/or certification stipend shall be paid as per the following schedule:

LICENSURE AND/OR CERTIFICATION	STIPEND
Building Commissioner	\$600
Certified Health Officer	\$600
Certified Pool Operator	\$300
Construction Supervisor License	\$300
ServSafe Certification	\$300
Full Code Lead Inspector's License	\$300
Certified Professional Food Safety (CP-FS) Certification	\$500
Green and Healthy Home Certification	\$300
J Journeyman Electrician License	\$300
Local Building Inspector	\$600
MA Housing Code Certification	\$300
Master Electrician	\$600
Master Plumber and Gasfitter License	\$600
OSHA License 10/30/40	\$300/\$300/\$500
Registered Sanitarian	\$600
Sheet Metal Masters License	\$300
Smoke School	\$300
Title V Inspector and Soil Evaluator's License	\$500

Section 27.3 **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 four (4) employee whose wages and conditions of employment 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 28
PERFORMANCE EVALUATION

[Amended FY18 – FY20]

The utilization of employee performance evaluations was implemented on July 1, 1997. From such date forward, Department Heads are required to give employees covered by this Agreement an annual performance evaluation on or by July 1st of each year.

Section 28.1 **CRITERIA FOR STEP INCREASE**

1. An employee must receive a rating of "Acceptable" on his/her performance evaluation for each of the two (2) years as required within each pay grade in order to receive a step and pay increase within his/her position (see wage matrix);
2. An "Acceptable" performance evaluation requires a minimum of two hundred and fifty (250) points;
3. Supervisors shall make every effort to counsel and assist an employee in correcting performance deficiencies as they become known. Each evaluation shall stand as "Acceptable" or "Unacceptable" for one (1) year, unless overturned by the appeal process.
4. An employee may appeal an "Unacceptable" performance evaluation rating, with Union representation if so desired, directly by presenting evidence to the contrary within ten (10) working days from the date the employee was

Article 28, Performance Evaluation, continued:

apprised of the "Unacceptable" performance rating. The Board will hear the appeal and make a final determination which will not be subject to the grievance or arbitration process.

5. The performance evaluation appears as **Appendix D** to this Agreement.

Section 28.2 **DELAYED PERFORMANCE EVALUATION**

In the event that the Department Head is late in performing the employee's evaluation, the result shall be retroactive to said anniversary date. The Department Head's failure to perform an evaluation within six (6) months of the due date shall be interpreted as an "Acceptable" performance evaluation retroactive to said anniversary date.

If an employee has been absent from work due to an extended absence of three (3) or more months and is out when such evaluation is due, the review date shall be moved forward by the length of the absence.

ARTICLE 29
VACANCIES

[Amended FY18 – FY20]

The Mayor and the Director of Human Resources, within the scope and provisions set forth in this Agreement, shall set all salaries and pay grades relative to new employees and positions.

Section 29.1 **FILLING A VACANCY**

{Added FY18 – FY20}

The City reserves the right to hire new employees at a grade or classification equal to or no higher than that of the longest tenured and/or highest credentialed current employee. Provided said employee holds the same position, qualifications and experience, or combination thereof (as required by the job description), as the new hire, the current employee's grade and step shall be increased to that of the new hire employee. The final determination of the new hire's compensation and any grade/step adjustment to a current employee's compensation shall be at the discretion of the Mayor and the Director of Human Resources.

Section 29.2 **TEMPORARY/SEASONAL EMPLOYEES**

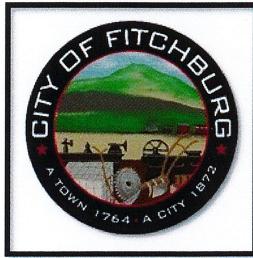
[Amended FY18 – FY20]

Nothing in this Agreement shall prevent, restrict or limit the City in the continuance of its present practices relative to the hiring and employment of Temporary and/or Seasonal employees. Such positions, with the same terms and conditions, shall be offered first to employees covered by this Agreement that have been laid off within the previous twelve (12) months, provided that such compensation shall not adversely affect either the employee or the City in matters related to any benefits the employee may receive as a result of being laid off.

All Temporary and/or Seasonal employees shall be given a start and end date related to the position for which they are hired. The time period between such dates must be less than twenty (20) weeks. All overtime, scheduled, emergency or other applicable work hours shall be offered first to permanent, qualified and properly licensed employees covered by this Agreement and second to any Temporary and/or Seasonal employees. The Union shall be notified, in writing, of the names, start and end dates and terms of all Temporary and/or Seasonal employees hired for positions normally covered by this Agreement.

Section 29.3 **WORKED PERFORMED BY SUPERVISORS**

No supervisory employee excluded from the terms of this Agreement shall perform the full time work of any employee covered by this Agreement except for emergencies, absence of employees from work or for the purpose of instruction or training of employees in the bargaining unit.

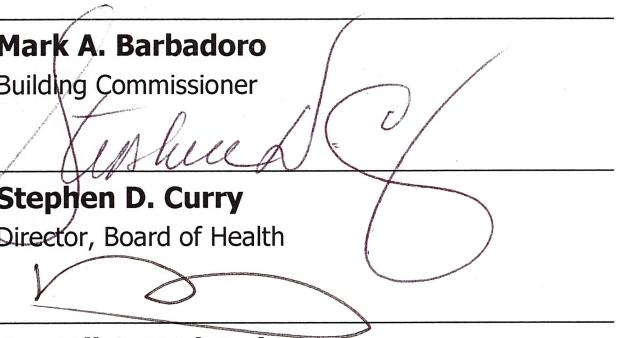


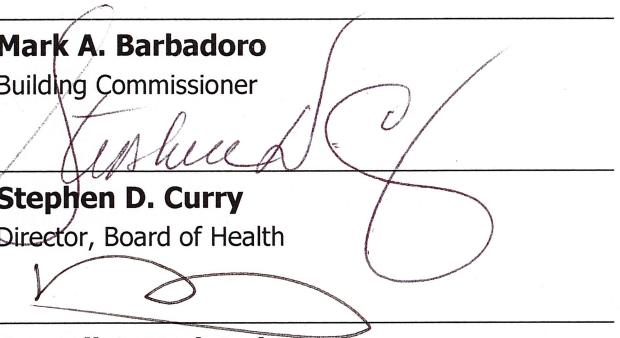
In witness whereof, the Parties hereto set their hands and seals on this _____ day of **July, 2023**.

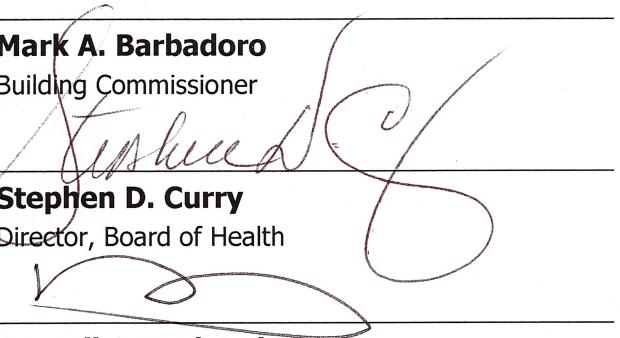
City of Fitchburg:


Mayor Stephen L. DiNatale


Susan A. Davis
Director of Human Resources


Mark A. Barbadoro
Building Commissioner


Stephen D. Curry
Director, Board of Health

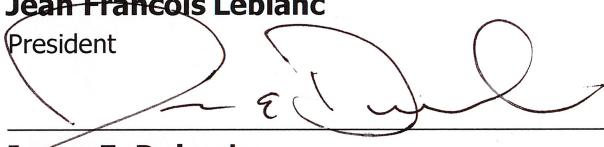

Russell S. Karlstad
Director of Facilities

Service Employees International Union

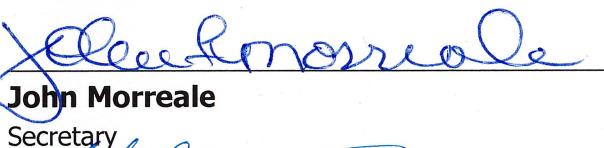
Local 888/Inspectors' Group:


Jean Francois Leblanc

President


Jason E. Dulmaine

Vice Chairman


John Morreale

Secretary


Joshua Clancy

Internal Organizer, SEIU/Local 888



APPENDIX A
City of Fitchburg
SEIU/ Local 888 Inspectors
Wage Matrix
Fiscal Years 2024 - 2026

	Year(s) in Step	2	2	2	2	2	2	2	2	2	N/A	
	Step	1	2	3	4	5	6	7	8	9	10	
Grade	Title											
1	Animal Control Officer	7/1/2023	884	918	958	998	1,034	1,080	1,114	1,148	1,182	1,220
	Building Maintenance Custodian	7/1/2024	911	946	987	1,028	1,065	1,112	1,147	1,182	1,217	1,257
		7/1/2025	938	974	1,017	1,059	1,097	1,145	1,181	1,217	1,254	1,295
2	Scalemaster	7/1/2023	899	935	974	1,011	1,053	1,097	1,130	1,165	1,200	1,237
		7/1/2024	926	963	1,003	1,041	1,085	1,130	1,164	1,200	1,236	1,274
		7/1/2025	954	992	1,033	1,072	1,118	1,164	1,199	1,236	1,273	1,312
3	Building Maintenance Supervisor	7/1/2023	1,046	1,090	1,134	1,178	1,228	1,274	1,314	1,353	1,396	1,436
		7/1/2024	1,077	1,123	1,168	1,213	1,265	1,312	1,353	1,394	1,438	1,479
		7/1/2025	1,109	1,157	1,203	1,249	1,303	1,351	1,394	1,436	1,481	1,523
4	Plumber	7/1/2023	1,109	1,151	1,200	1,247	1,299	1,350	1,391	1,433	1,477	1,522
		7/1/2024	1,142	1,186	1,236	1,284	1,338	1,391	1,433	1,476	1,521	1,568
		7/1/2025	1,176	1,222	1,273	1,323	1,378	1,433	1,476	1,520	1,567	1,615
5	Electrician	7/1/2023	1,221	1,263	1,316	1,368	1,423	1,484	1,527	1,575	1,623	1,673
	Plumber/Mechanic	7/1/2024	1,258	1,301	1,355	1,409	1,466	1,529	1,573	1,622	1,672	1,723
		7/1/2025	1,296	1,340	1,396	1,451	1,510	1,575	1,620	1,671	1,722	1,775
6	Food & Milk Inspector	7/1/2023	1,340	1,394	1,452	1,507	1,570	1,629	1,680	1,727	1,781	1,834
	Gas & Mechanical Inspector	7/1/2024	1,380	1,436	1,496	1,552	1,617	1,678	1,730	1,779	1,834	1,889
	Local Building Inspector	7/1/2025	1,421	1,479	1,541	1,599	1,666	1,728	1,782	1,832	1,889	1,946
	Sanitary Code Inspector											
7	Inspector of Plumbing	7/1/2023	1,399	1,451	1,509	1,566	1,626	1,686	1,739	1,786	1,838	1,891
	Inspector of Wires	7/1/2024	1,441	1,495	1,554	1,613	1,675	1,737	1,791	1,840	1,893	1,948
	Public Health Nurse	7/1/2025	1,484	1,540	1,601	1,661	1,725	1,789	1,845	1,895	1,950	2,006
	Senior Local Building Inspector											

APPENDIX B
SEIU/Local 888/Inspectors Group
Employee Fee Agreement
Training and Educational Fees

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

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

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

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

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

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

Executed as a sealed instrument.

Employee

PRINT First, Last Name

Employee Signature

Witness

PRINT First, Last Name

Witness Signature

Department and/or Division Head

PRINT First, Last Name

Department and/or Division Head Signature

APPENDIX C
Service Employees International Union (SEIU) Local 888
Inspectors' Group
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.

<u>TEAMWORK</u>	<u>POINTS</u>	<u>COMMENTS</u>
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	

<u>JOB KNOWLEDGE</u>	<u>COMMENTS</u>
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

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

<u>EFFORT AND INITIATIVE</u>	<u>COMMENTS</u>
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](#)

[Print Form](#)

[Clear Form](#)



APPENDIX D

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. Employee Responsibilities

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

- Employees receiving cellular telephones are required to sign and acknowledge that they have received the equipment and understand the usage policies;
- All employees will follow the laws of the Commonwealth as it relates to the use of cellular devices while driving;
- The use of cellular telephones should never interfere with an employee's attention to duty, and should never be used when engaged in safety-sensitive functions which require the employee's full attention;
- Sending photographs or text messages is prohibited while using a City owned cell phone, unless it can be clearly linked to the conduct of official City business;
- Confidential business should not be discussed on a cellular phone in a public place where the business could be overheard;
- Employees should limit the use of personally owned cellular telephones and telephone calls;
- Employees are responsible for charging/recharging the equipment;
- Service and maintenance issues, including the need for new batteries, must be reported to the employee's Department Head and/or designee;
- If any official City business is conducted on an employee's personal cell phone, reimbursement, as applicable and appropriate, shall be made to such employee after receipt of approval from the Department Head. Receipts and an expense report must be submitted in order for the employee to be reimbursed for such expense(s);
- Regardless of the nature of the phone call made on a City owned cell phone (business or incidental personal purpose), all employees shall not initiate a telephone call while driving a motor vehicle or operating equipment;

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

- 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.

D. Management Responsibilities

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

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

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



City of Fitchburg Acknowledgment of Receipt of Municipal Telephone Usage Policy

Name: _____

Department: _____

Job Title: _____

Cell Phone #: _____

Serial #: _____

Make: _____

Model: _____

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

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

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

Phone issued to: _____

Date: _____

Phone issued by: _____

Date: _____

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

Phone returned by: _____

Date: _____

Phone received by: _____

Date: _____