



COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

CITY OF FITCHBURG, MA

AND THE

**FITCHBURG ASSOCIATION OF MANAGERS, ADMINISTRATORS AND
SPECIALTY SKILLS GROUP**

(FAMASS)

Fitchburg Association of
Managers, Administrators and

FAMASS
Specialty Skills Group

FISCAL YEARS

JULY 1, 2022 – JUNE 30, 2023

JULY 1, 2023 – JUNE 30, 2024

JULY 1, 2024 – JUNE 30, 2025



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THIS CONTRACT SHALL COVER THE PERIOD FROM
JULY 1, 2022 THROUGH JUNE 30, 2025.

FAMASS

PREAMBLE

This agreement, entered into by and between the **City of Fitchburg, Massachusetts**, herein after referred to as the **City**, and the **Fitchburg Association of Managers, Administrators and Specialty Skills Group**, herein after referred to as the **Association** has, as its purpose, the promotion of harmonious relations between the City and the Association, 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 and conditions of employment for the employees in the bargaining unit that is hereinafter described.

ARTICLE 1
RECOGNITION

The City recognizes the Association as the exclusive bargaining representative with respect to wages, hours of work and other terms and conditions of employment of all employees as outlined on attached **Appendix A**. Said Appendix is a listing of all positions in the bargaining unit as of the date of execution of this Agreement.

ARTICLE 2
DURATION

[Amended FY23 – FY25]

This Agreement shall be in effect as of July 1, 2022, and shall remain in full force and effect through June 30, 2025. It is agreed that all of the terms and provisions of this Agreement shall remain in full force and effect until such time as the terms of the reopened or successor Agreement have been fully agreed upon, ratified and implemented. The City will provide 10 printed copies of the CBA to the Union upon completion, in addition to an executed digital copy.

The City, with the Association, may jointly agree to reopen this Agreement at any time to modify or re-negotiate any of the existing terms and/or any other conditions.

ARTICLE 3
SEVERABILITY

Each clause in this Agreement is totally severable from every other clause hereof and if such clause should be declared by any court or agency of competent jurisdiction to be invalid or unenforceable, the validity of all other clauses of this Agreement shall be unaffected thereby and shall remain in full force and effect.

ARTICLE 4
MANAGEMENT RIGHTS

Except as provided in this Agreement, the City shall not be deemed to be limited in any way by this Agreement in the performance of the regular and customary functions of municipal management and reserves and retains all powers, authority and prerogatives, including but not limited to:

- The right to manage the affairs of the City, to maintain and improve the efficiency of operation.
- To determine the methods, means, processes and personnel by which operations are to be conducted and to determine the size and to direct the activities of the work force.
- To determine the schedule and hours of duty and the assignment of employees to shifts.
- To determine the work tasks, classification and standards of productivity and performance and evaluate employees with regard thereto.
- To hire, promote, assign and transfer employees, to discipline, suspend, demote and discharge of employees for just cause.
- To undertake experimental programs not inconsistent with statute or ordinance.

Article 4, Management Rights, continued:

Management may also engage persons outside the bargaining unit to perform bargaining unit work and otherwise contract out such work and it issue reasonable rules and regulations governing the conduct of each department, provided that such rules and regulations are not inconsistent with the provisions of this Agreement.

ARTICLE 5
NO STRIKE CLAUSE

No employee covered in this Agreement shall engage in, induce or encourage any strike, stoppage, slowdown or withholding of services. The Association agrees that neither it nor any of its officers or agents will call, institute, authorize, participate in, sanction or ratify any such strike, work stoppage, slowdown or withholding of services.

Should any employee or group of employees covered by this Agreement engage in any work stoppage, slowdown or withholding of services, the Association shall forthwith disavow any strike, work stoppage, slowdown or withholding of services and shall refuse to recognize any picket line established in connection therewith. Furthermore, at the request of the City, the Association shall take all reasonable means to induce such employee or group of employees to terminate the strike, work stoppage, slowdown or withholding of services and to return to work forthwith.

Nothing in this section is intended to limit or waive any provision of Massachusetts General Laws, Chapter 150E (Labor Relations: Public Employees) regarding the subject matter of this section.

ARTICLE 6
NON DISCRIMINATION
{Amended FY20 – FY22}

Neither the City nor the Association will discriminate against any employee, member or applicant for employment or membership because of race, color, creed, religion, natural origin, sex, gender identity, age, marital status, disability, handicap, sexual preference or political belief.

ARTICLE 7
PROTECTION FOR CONCERTED ACTIVITIES
{Amended FY20 – FY22}

Except to the extent that there is contained in this Agreement an express and specific provision to the contrary, all employees in the bargaining unit shall have and be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join or assist this employee organization, in the exercise of such rights the employees in the bargaining unit shall be free from any interference, harassment and/or discrimination in regard to promotion or other terms and conditions of their employment or collective bargaining activity.

ARTICLE 8
COLLECTIVE BARGAINING MEETINGS
{Amended FY20 – FY22}

Up to five (5) members of the Association's Negotiating Committee shall be granted the necessary time and leave periods from duty with no loss of pay or benefits to attend meetings between the City and the Association that are held for the purposes of negotiating collective bargaining and the terms of the Agreement.

Union Meetings

Upon a minimum of twenty-four (24) hours' notice to the Department Head and/or his/her designee, s/he shall grant leave of absence without loss of pay or benefits to the member(s) of the Union's bargaining committee, for the purpose of meeting to discuss proposed Contract Negotiations.

ARTICLE 9
USE OF CITY MEETING SPACE
{Amended FY20 – FY22}

The City agrees that the Association shall have the right to use a room at City Hall for its meetings provided that prior arrangements for such use are made with the Mayor's office.

ARTICLE 10
MAINTENANCE OF BENEFITS
{Amended FY20 – FY22}

In the case of any members of the bargaining unit who are employed in Civil Service positions, the provisions of Chapter 31 (Civil Service) of the Massachusetts General Laws and all rules and regulations issued thereunder shall continue to be applicable to such employees. All vacancies in such positions shall be filled in accordance with the provisions of Chapter 31 and such rules and regulations.

Employees who work less than 1,000 hours per year are not entitled to any benefits (e.g. sick leave, vacation time, personal leave, etc.). Employees who work 1,000 hours or more per year are entitled to benefits on a prorated basis (vacation, sick leave, etc.) For example, an employee working twenty-one (21) hours per week shall be entitled to 60% of the benefits of a full time employee working thirty-five (35) hours per week.

ARTICLE 11
GRIEVANCE AND ARBITRATION PROCEDURE

For the purposes of this Agreement, the term "grievance" shall mean any difference or dispute between the City and the Association or between the City and any employee in the Association with respect to the interpretation, application or breach of any of the provisions of this Agreement.

STEP 1

The grievant, with or without the Union, shall be granted an informal conference with his/her respective supervisor to discuss the grievance.

STEP 2

If the grievance is not resolved within ten (10) working days after the aforementioned conference with the supervisor, the grievance shall be reduced to writing and signed by the grievant or the Union representative. A copy shall be submitted to the employee's Department Head and to the Director of Human Resources. 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 and will then render a decision in writing within fifteen (15) working days from the date the written grievance is submitted. Failure for the department head to respond within the allotted time shall mean the grievance is denied and the grievance may proceed to Step three (3).

STEP 3

If the grievance is not resolved, the Union, with or without the grievant, shall forward a copy of the grievance, together with the department head's decision, to the Mayor within fifteen (15) working days of the decision. Failure to submit the grievance in writing in the specified time shall waive the grievance. The Mayor or his/her designee shall meet with both the representatives of the Union and the Department Head to review the issues. The Mayor will issue a written decision to both parties within fifteen (15) working days of the date of said meeting.

Step 4

Should the grievance not be resolved by the Mayor or his/her designee with the allotted period of time, the Union may submit the grievance to Arbitration, whereby the Arbitrator's decision shall be final and binding on all parties. The submission to Arbitration shall be made by the Association within thirty (30) calendar days of its receipt of the Mayor's decision to the American Arbitration Association. The American Arbitration Association fees and the cost of Arbitrator shall be shared equally by the parties. The Arbitrator shall have no power to add to, subtract from or modify the terms set forth in this Agreement.

ARTICLE 12
PROGRESSIVE DISCIPLINE

Without waiving any rights, the Association recognizes that the City may, as part of the performance of its regular and customary functions of municipal management, adopt policies regarding the use of progressive discipline with respect to its employees.

ARTICLE 13
PAYROLL DEDUCTION FOR UNION DUES
{Amended FY20 – FY22}

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 submission of 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 14
HOURS OF WORK and WORK WEEK

The regular hours of the workday in effect as of the effective date of this Agreement shall be consecutive, except for interruptions for lunch periods of not more than one (1) hour each day. Association employees work a thirty-five (35) hour workweek, Monday through Friday. The week shall consist of five (5) consecutive, seven hour workdays. These hours shall follow past practices. Department Heads are responsible to document and submit time cards, account for sick leave, worker's compensation leave, vacation leave, personal leave and any other leave. Records shall be submitted to the City Auditor on a bi-weekly basis. Any department employing personnel who work less than a full time schedule shall be required to keep and submit records of all hours worked for such personnel.

ARTICLE 15
PROBATIONARY PERIOD

All employees shall be subject to a six (6) month probationary period upon his/her hire by the City. The provisions of Article 8, Grievance and Arbitration Procedure, shall not be available to any probationary employee with regard to discipline or discharge decisions. This provision shall become effective only with respect to employees hired after ratification by the Association and a favorable funding vote by the City Council.

Employees in the bargaining unit promoted to a higher grade position will be subject to a six (6) month probationary period during which the employee may be returned to the same or substantially similar position paying a salary equivalent to the position held by the employee immediately prior to the promotion. The provisions of Article 11, Grievance & Arbitration Procedure, shall not be available to any promotional probationary employees with regard to the decision to return the employee to the same or a substantially similar position. This provision shall become effective only with respect to employees promoted after ratification by the Association and a favorable funding vote by the City Council.

ARTICLE 16
COMPENSATION
{Added FY23 – FY25}

Section 16.1 Longevity

{Amended FY23 – FY25}

The City agrees to pay annually, prior to the last day in November of each year, the following amounts of monetary compensation to each Association employee for years of service:

YEARS OF SERVICE	ANNUAL COMPENSATION
5 to 9	\$ 690
10 to 14	\$1,378
15 to 19	\$2,070
20 to 24	\$2,756
25 to 30	\$3,446
30 and Over	\$4,134

Continuous years of service shall be computed at the commencement of the applicable fiscal year; longevity payments shall be prorated on a weekly basis for those persons who are retiring. For employees whose anniversary date falls after the commencement of the fiscal year in which they should have been eligible to receive longevity for the first time or an increase they will receive prorated amounts based upon the following table:

ANNIVERSARY DATE	PERCENTAGE OF LONGEVITY PAY OR INCREASE
July 1 through September 30	75%
October 1 through December 31	50%
January 1 through March 31	25%
April 1 through June 30	0%

Section 16.2 Performance Appraisals

1. All employees covered by this Agreement must qualify for a step increase by receiving an "acceptable" or better performance rating on the Employee Performance Evaluation Form, which is attached hereto and marked as **Appendix B**.
2. Such evaluation will be completed by the employee's Department Head and/or supervisor and reviewed with the employee on an annual basis. Employees receiving an "acceptable" or better on said evaluation shall advance to the next step above his/her current step on the second anniversary date of his/her assignment to his/her current step.
3. Department Heads may deny step advancement for all subordinate personnel within their respective jurisdictions. The denial of a step advancement shall be for performance reasons and shall be clearly delineated and documented in writing. Any employee denied a step increase and/or advancement may elect to request a meeting to review the decision of the Department Head. This meeting will consist of the employee, the employee's Union representative, the Department Head who denied the increase and the Mayor and/or his/her designee. The decision of the Mayor and/or his/her designee shall be binding upon all parties and shall not be grievable or subject to Arbitration. After six (6) months, any employee denied a step increase and/or advancement may elect to have a review with his/her supervisor to determine if the performance issues have been corrected and a step be given.

Section 16.3 Wage and Salary Grid System

{Amended FY23 – FY25}

The City and the Association agree to incorporate into this Agreement the Salary Grid System, which is attached hereto and marked as **Appendix C**. The following shall apply to Wage issues and the Salary Grid System:

- All positions represented by the Association shall occupy the specific Grade as indicated in **Appendix A** of this Agreement.
- This shall not preclude the normal conclusion of any salary or financial remuneration issue between the City and any member(s) of the Association that can be documented to have been in existence prior to August 4, 1999.

Article 16, Compensation, continued:

- The Mayor shall have the authority to set the Grade and Step of any new hire as defined on the salary matrix and as covered by this Agreement. Any change in Step and/or Grade of existing employees covered by this Agreement may be renegotiated at any time by mutual agreement between the Mayor, the Department Head and the Association.
- The attached salary grid shall be increased across the board as follows:

A. Wages

1. A 3% wage increase shall become effective July 1, 2022;
2. A 3% wage increase shall become effective July 1, 2023 and
3. A 3% wage increase shall become effective July 1, 2024.

B. Wage Matrix

1. Eliminate Steps 1 and 2 from current matrix, add 2 steps at end of matrix and renumber accordingly. All employee step increase schedules will remain unchanged.
2. All wages will be retroactive to July 1, 2022.

C. Direct Deposit

All employees covered by this Agreement are required to participate in direct deposit for payroll processing requirements. In the future and after the City upgrades the accounting/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.

ARTICLE 17
HOLIDAYS

{Amended FY23 – FY25}

Members of the bargaining unit shall be granted a day off with pay for each of the holidays listed below, in addition to any other holidays that may be declared by the city, state or federal government:

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

The per diem value of each holiday shall be one-fifth (1/5th) of the employee's regular weekly pay. The Employer agrees to continue the practice of celebrating Saturday holidays on Friday and Sunday holidays on Monday.

ARTICLE 18
LEAVES OF ABSENCE
{Amended FY23 – FY25}**Section 18.1 Bereavement Leave**

{Amended FY23 – FY25}

Bereavement leave shall be granted to members of the Association without loss of pay as outlined below. In certain circumstances, the member's Department Head and/or Mayor and/or his/her designee may grant such leave and/or additional days at his/her discretion. At the option of the Employer, proof of loss may be required.

A. Immediate Family Members

In the event of the death of a member of the employee's immediate family, as defined below, five (5) days' leave shall be granted to such employee.

Article 18, Leaves of Absence, continued:

Immediate family members shall include: parent, step-parent, spouse or domestic partner, child, step-child, sibling, step-sibling, grandparent, grandchildren, step-grandchildren, father-in-law, mother-in-law, sister-in-law, brother-in-law, other parent of the member's minor child (under age eighteen) or a blood relative residing within the said member's household.

B. Extended Family Members

In the event of the death of a member of the employee's extended family, as defined below, three (3) days' leave shall be granted to such employee.

Extended family members shall include: niece or nephew, first cousin, aunt, uncle, brother-in-law/sister-in-law or grandparent of partner.

C. FAMASS Employees

In the event of the death of an employee or retiree who was a member of FAMASS, two (2) members of FAMASS shall be granted leave to attend the funeral.

Bereavement leave, as stated above, shall be in addition to and not charged against regular accrued sick, vacation or personal leave accrued balances.

Section 18.2 Family Medical Leave Act (FMLA)

{Added FY20 – FY22}

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

Section 18.3 Parental Leave

{Added FY20 – FY22}

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

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

Section 18.4 Sick Leave

{Amended FY20 – FY22}

- All members, except new members, shall be granted sick leave in the amount of fifteen (15) days on January 1 of each year. This time will be added to any previously accrued sick time.
- New members whose hire date falls between January and June shall be entitled to one and one-quarter (1¼) days of sick leave per month to be accumulated on an aggregate basis, beginning one (1) month from the date of hire until the end of such calendar year. Thereafter, accrual shall be as provided for above.
- New members whose hire date falls between July and December shall be entitled to one and one quarter (1¼) days of sick leave per month to be accumulated on an aggregate basis, beginning one (1) month from the date of hire until his/her six (6) month anniversary, at which point the remainder of the fifteen (15) days minus any sick leave which the employee has received since January of the current calendar year shall be credited. Thereafter, accrual shall be as provided for above.

Article 18, Leaves of Absence, Sick Leave, continued:

2. Upon an employee's retirement or death, the City agrees to pay the employee, the employee's spouse or designated beneficiary, next of kin or estate, in that order unless otherwise specified in writing by the said employee, for all unused accumulated sick leave at a rate of 25% of his/her most recent full time pay rate, but in no case shall the City's obligation exceed more than \$12,000. A day's pay for purposes of this paragraph shall be computed as one-fifth (1/5th) of the employee's regular weekly pay as of the date of his/her retirement or death. Application must be made within six (6) months of death or retirement from employment to be eligible for the payment.

Section 18.4.1 Sick Leave Personal Days

1. Each full time employee, who does not report out sick during one (1) complete calendar month, shall earn one-half (1/2) day of personal time each month. Any employee who does not use a sick leave day for a consecutive period of six (6) calendar months shall earn one (1) additional personal day. Employees may request personal time off with a minimum twenty-four (24) hour notice; the appropriate supervisor may reasonably grant personal days. A total of eight (8) personal days may be carried over to the following year.
2. Association members that have accumulated six (6) or more personal days may exchange up to five (5) personal days or one-fifth (1/5th) of the employee's regular weekly pay, per personal day exchanged. Regular weekly pay excludes overtime, education incentive awards, clothing allowance, stipends and/or other benefits.
3. Employees donating sick days to the "Voluntary Sick Leave Bank" benefits program shall continue to accrue personal days.

Section 18.5 Sick Leave Bank

{Amended FY20 – FY22}

The Parties agreed to establish a Sick Leave Bank ("the Bank") program after January 1, 2001, for cases of serious and/or protracted illness.

A. Member Participation/Eligibility Requirements

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

1. Participation, i.e., donating sick days in this program, will be at the voluntary discretion of the member; only members who have contributed to the Bank shall be eligible to receive Sick Leave time from the Bank;
2. Any new participating member shall contribute five (5) days to the Bank;
 - To be eligible, the member must have completed eighteen (18) months of employment with the City and must have a minimum of twenty (20) days of accumulated sick leave at the time of enrollment;
3. Members who wish to participate in the Bank must provide thirty (30) 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;
4. A Bank participant in good standing may withdraw from future or continued participation at any time, upon written notification to the President of the Association. Upon such withdrawal from participation, no sick days shall be returned to the employee.

B. Administration of Bank and Terms of Employee Utilization

1. The Bank shall be administered by a Committee of five (5) people of whom shall consider the eligibility of members who shall be able to draw from the Bank. The Committee will be comprised of two (2) members appointed by the Association, two (2) members appointed by the Mayor's office, with the fifth member being the Director of Human Resources.
2. The following criteria shall be used by the Committee in determining the eligibility of a member to draw days from the Bank and to determine the amount of time drawn:
 - Members must have used all of his/her accumulated sick days, vacation days, personal days and other benefits prior to receiving any consideration;
 - Any employee covered by this Agreement shall not be eligible to utilize the Bank during any period in which s/he is receiving Worker's Compensation benefits.

Article 18, Leaves of Absences, continued:

- 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;
- A member's prior utilization of sick leave shall be examined in detail;
- The per diem value of each sick day shall be one-fifth (1/5th) of the requesting employee's regular weekly pay;
- 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;

C. Bank Reserve Requirements and Member Donations

1. The Bank shall maintain a minimum fifty (50) days in reserve. Should the number of days fall below fifty (50), each participating member shall be required to contribute an equal number of days until the required minimum number of days has been achieved;
 - The total number of days held in reserve shall not exceed four hundred (400) days;
2. Members shall not forfeit earned personal time for donating sick leave days to the Bank;
3. An employee may donate eight (8) days to the Bank once per calendar year and shall be eligible to receive two (2) additional bonus personal days. Such bonus days shall not be eligible for buyback purposes.

Section 18.6 Vacation

{Amended FY20 – FY22}

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

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

2. Employees become eligible for the next vacation increment level on the anniversary date of the current year if your hire date falls between January and June of that year. If your hire date falls between July and December, you will be eligible for the additional week on the January 1 of the following year in which your anniversary occurs.
3. The maximum vacation for full time employees is as follows:

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

Article 18, Leaves of Absence, continued:

4. All vacation usage shall require prior approval from the appropriate supervisor. One week of accumulated vacation time may be carried over from one calendar year to another. After five (5) years of employment, any Association member may elect to exchange or sell back to the City up to two (2) weeks of accumulated vacation time at his/her current regular rate of base pay. Members with less than five (5) years of service may sell back one (1) week of vacation time at his/her current regular rate.
5. Employees having at least five (5) years of prior work experience in a related field at the time of hire, may be entitled to fifteen (15) days' vacation upon completion of their second year of employment with the City, provided the City determines, in its discretion, that the prior experience is beneficial to the City and is discussed with the Mayor and Department Head. If the final determination, by the Mayor of the City, is that the prior experience is not beneficial to the City, this decision shall not be subject to the grievance and arbitration provisions of this agreement.

ARTICLE 19
TELEPHONE USAGE POLICY

{Added FY20 – FY22}

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 D** of this Agreement.

ARTICLE 20
CLOTHING ALLOWANCE

{Amended FY23 – FY25}

1. The clothing allowance stipend, paid on an annual basis to current, eligible employees, holding City positions as listed on **Appendix E** of this Agreement, shall be in the amount of Seven Hundred Fifty Dollars (\$750). Payments of said stipend shall be made collectively, in the last payroll period in October. Said payment shall not be subject to retirement accrual.
2. An employee holding the position of Parking Control Supervisor shall receive a clothing stipend as follows:
 - The Parking Control Supervisor shall receive his/her clothing allowance stipend within thirty (30) days of hire. The aforementioned annual stipend shall be prorated on a monthly basis for each month prior to October 15th of the employee's first year of hire. Thereafter, such stipend shall be paid in accordance with Section 1, as stated above.
3. A current, eligible employee on any type of extended leave of absence, including leave due to a work injury, for any period of six (6) or more months prior to October 15th, shall not be eligible for such stipend. However, should such employee subsequently return to work, s/he shall be eligible to receive a prorated payment, to be calculated on a monthly basis.

ARTICLE 21
EDUCATION INCENTIVE

{Amended FY20 – FY22}

The City shall reimburse any employee covered by this Agreement for registration fees, tuition and books for completed educational courses. These benefits are subject to the advance approval of the Department Head and/or the Mayor. Reimbursement is subject to the employee receiving a grade of B or better for the course, except in the event of a pass/fail course, in which a passing grade shall suffice. Vehicle mileage to and from the location of the educational course shall not be included in said reimbursement.

Subject to documentation provided by the employee, recommendation of the Department Head and/or approval by the Mayor at his/her discretion, and not subject to Arbitration, a professional incentive shall be paid once per achievement for any licenses, certifications or educational attainments deemed to be of value to the employee's job performance.

Renewals of the aforementioned existing licenses, etc. shall not be eligible for this professional development incentive. The incentives to be provided shall be as listed below:

Article 21, Education Incentive, continued:

1. Certificate of Achievement of professional licenses shall be paid in an amount not to exceed Three Hundred dollars (\$300). The eligibility and the amount of the monetary incentive awarded shall be determined by the Department Head and/or the Mayor.
2. The monetary incentive for a Bachelor's Degree shall be awarded in the amount of Five Hundred Dollars (\$500).
3. The monetary incentive for a Master's Degree, Certificate of Advanced Graduate Studies (CAGS) or Doctorate (PhD) shall be awarded in the amount of One Thousand Dollars (\$1,000).
4. 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 one (1) year. Employees must sign such Agreement before approval for such training, course, etc. shall be granted. This form appears as **Appendix F** of this Agreement.

ARTICLE 22
REIMBURSABLE EXPENSES
{Added FY20 – FY22}

Upon Department Head approval and the submission of proper copies of all relevant invoices, receipts or other evidence reasonably requested by the City, the City shall reimburse employees covered under this Agreement for any licenses, association memberships, renewals or similar expenses incurred for the benefit of, or on behalf of, the City by the employee.

ARTICLE 23
TRAVEL AND/OR MOTOR VEHICLE ALLOWANCE

Any employee covered by this Agreement, who is required to use and actually uses, his/her personal motor vehicle in the performance of his/her duties and who is authorized to do so by the Department Head and/or Mayor, shall be reimbursed for such use in the following manner:

1. The actual business mileage will be reimbursed at the annually established rate of the Internal Revenue Service (IRS) for Federal Income Tax purposes.
2. The employee requesting reimbursement shall maintain a daily log or mileage slip provided by the City for such purposes.
3. Department Heads, Managers and/or Supervisors shall periodically check the employee's vehicle odometer readings.
4. Assignment and use of City owned vehicles is at the sole discretion of the Mayor.

ARTICLE 24
HEALTH AND WELFARE
{Added FY20 – FY22}

Section 24.1 Group Insurance

{Amended FY20 – FY22}

1. The City shall provide group life insurance in the minimum of Fifteen Thousand Dollars (\$15,000) for each Association employee. The City shall pay 75% of the premium and the employee shall pay 25% of the associated cost on a pretax basis.
2. The City shall provide health insurance benefits to employees pursuant to the terms of the negotiated Agreement by the City and the Public Employee Committee (PEC), pursuant to Massachusetts General Law (MGL) Chapter 32B, § 19. The Association shall have the right to designate a representative to serve on the City's Public Employee Committee (PEC). However, such representation shall not be construed to constitute a waiver of the Association's right to engage in Collective Bargaining over any insurance issues and their impact.
3. Any employee who is granted an unpaid Leave of Absence shall be eligible for the continuation of Group Insurance coverage but will be responsible for 100% payment of all premiums.

Article 24, Health and Welfare, continued:

Section 24.2 Replacement of Eyeglasses

{Amended FY20 – FY22}

In the event that an employee's prescription and/or corrective eyeglasses are broken during the normal performance of his/her job related duties, the City will pay for the replacement or repair of said eyeglasses, as follows:

- The claim for such reimbursement must include receipts from the eye care provider which reflect the original cost of said repair and/or replacement cost;
- The replacement cost for eyeglasses shall not include the cost of any eye examination or contact lenses and must be comparable to the cost of the damaged eyeglasses;
- The City shall not be held responsible for the replacement or repair of eyeglasses due to the employee's negligence;
- The employee must provide reliable proof of damage or loss occurred during the course of his/her employment duties, which is satisfactory to the Director of Human Resources;
- Employees shall notify his/her Department Head for the loss and/or repair of eyeglasses and shall complete the appropriate reimbursement forms, as required.

Section 24.3 Worker's Compensation

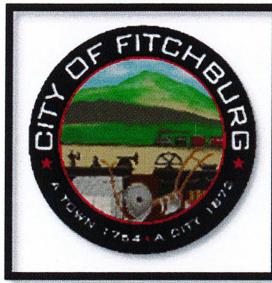
{Added FY20 – FY22}

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.

ARTICLE 25
VACANCIES

The Mayor, with the Director of Human Resources, shall set all salaries and pay grades for new employees and positions.



In witness thereof, the parties hereto, and to another instrument of like tenor, set their hands and seals this _____ day of July, 2023.

For the City of Fitchburg

A handwritten signature in black ink of Mayor Stephen L. DiNatale.

Mayor Stephen L. DiNatale

A handwritten signature in blue ink of Susan A. Davis.

Susan A. Davis

Director of Human Resources

For FAMASS

A handwritten signature in black ink of Trevor Bonilla.

Trevor Bonilla

President, FAMASS

A handwritten signature in blue ink of Courtney Lamoureux.

Courtney Lamoureux

Negotiation Team Member

A handwritten signature in blue ink of Samantha Sauer.

Samantha Sauer

Negotiation Team Member

Fitchburg Association of
Managers, Administrators and
FAMASS
Specialty Skills Group

APPENDIX A
FAMASS GRADE/POSITION
FY23 - FY25

#	Position	Department	Grade
1	Manager of Information Technology	Information Technology	13
2	Assessor	Assessor	12
3	Assistant City Clerk	City Clerk	12
4	Assistant City Engineer	DPW/Engineering	12
5	Chief Water Treatment Operator	DPW/Water	12
6	Civil Engineer	DPW/Engineering	12
7	Deputy Procurement Officer	Purchasing	12
8	Distribution System Manager	DPW/Water	12
9	DPW Business Manager	DPW	12
10	Economic Development Director	Community Development	12
11	Housing and Development Director	Community Development	12
12	Maintenance Engineer	DPW/Wastewater	12
13	Plant Superintendent East	DPW/Wastewater	12
14	Principal Planner/Planner 1	Community Development	12
15	Sewer System Manager	DPW/Wastewater	12
16	Superintendent of Cemeteries	DPW/Cemeteries	12
17	Superintendent of Streets	DPW/Streets	12
18	Commissioner of Veterans Services	Veterans Services	11
19	Network Administrator	Information Technology	11
20	Director of Parks and Recreation	DPW/Recreation	11
21	Substance Abuse Prevention Coordinator	Board of Health	11
22	Community Development Coordinator	Community Development	10
23	City Accountant	Auditor	10
24	Conservation Agent	Community Development	10
25	Crime Analyst	Police	10
26	Engineer II	DPW/Engineering	10
27	Payroll Coordinator & Benefits Manager	Treasurer	10
28	Senior Project Manager	Community Development	10
29	Water Operations Coordinator	DPW/Water	10
30	CAD Operator Technician	DPW/Water	9
31	Construction Manager	Community Development	9
32	GIS Engineer	DPW/Wastewater	9
33	IT Support Specialist	Information Technology	9
34	Parking Control Supervisor	Treasurer	9
35	Program Management Assistant	Community Development	9
36	Wastewater Administrations Coordinator	DPW/Wastewater	8
37	Buyer	Purchasing	8
38	Administrative Assistant	Airport	8
39	Domestic Violence Advocate	Police	8
40	Employee Benefits Coordinator	Treasurer	8
41	Public Works Inspector	DPW	8
42	Engineering Inspector	DPW/Water	8
43	Programs Planner	Community Development	8
44	Recreation Administrative Assistant	DPW/Recreation	8
VACANT AND/OR PART TIME FAMASS POSITIONS (as of 05.10.2023)			
44	Chief Engineer	DPW/Wastewater	12
45	Deputy Planning Coordinator	Community Development	12
42	Plant Superintendent West	DPW/Wastewater	11
43	Rehab Program Coordinator	Community Development	11
44	Assistant Purchasing Agent	Purchasing	10
45	Assistant Superintendent	DPW	10
46	DPW/WWT Administrations Coordinator	DPW	10
47	Environmental Compliance Engineer	DPW/Water	10
48	Junior Hydraulics Engineer	DPW/Water	10
49	Lead Paint Program Manager	Community Development	10
50	Assistant Airport Manager	Airport	9
51	Bacteriologist/Lab Director	DPW/Water	9
52	Grants Program Manager	Community Development	9
53	Neighborhood Liaison	Community Development	9
54	Water Quality Manager	DPW/Water	9
55	Administrative Assistant/PT	Community Development	8
56	City Printer	Purchasing	8
57	Engineering Aide/ Engineer I	DPW/Engineering	9
58	Office Manager	DPW/Water	8
59	Program Coordinator	Council on Aging	8
60	Program Manager	Police	8
61	Worker's Compensation Analyst	Treasurer	8
62	Administrative Assistant/PT	Council on Aging	8

APPENDIX B**FITCHBURG ASSOCIATION OF MANAGERS
ADMINISTRATORS AND SPECIALTY SKILLS GROUP****Employee Performance Evaluation**

Date: _____

Employee: _____

Current Grade/Step: _____

Job Title: _____

Rate: _____

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>	POINTS	COMMENTS
<input type="checkbox"/> Lacks spirit of cooperation and work sharing.	10	
<input type="checkbox"/> Difficult to work with. Prefers to work alone.	20	
<input type="checkbox"/> Cooperates well with others and actively participates.	30	

<u>JOB KNOWLEDGE</u>	COMMENTS
<input type="checkbox"/> Has difficulty with present work. Needs additional training and/or understanding to adequately perform job.	10
<input type="checkbox"/> Occasionally has difficulty with work. Should continue to acquire job knowledge and skills to perform job.	20
<input type="checkbox"/> Possesses adequate understanding and knowledge to carry out assignments.	30
<input type="checkbox"/> Possesses more than adequate understanding and knowledge of job.	40

<u>QUALITY OF WORK</u>	COMMENTS
<input type="checkbox"/> Inconsistent and often below expected requirements.	10
<input type="checkbox"/> Sometimes inconsistent and occasionally below expected requirements.	20
<input type="checkbox"/> Meets expected requirements.	30
<input type="checkbox"/> Often exceeds expected requirements.	40

<u>EFFORT AND INITIATIVE</u>	COMMENTS
<input type="checkbox"/> Makes little effort to get work done. Needs constant supervision and follow-up.	10
<input type="checkbox"/> Sometimes requires extra supervision. May be slower than expected when completing assigned tasks.	20
<input type="checkbox"/> 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>
<input type="checkbox"/> 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	
<input type="checkbox"/> Occasionally arrives late and/or absent. Completion of assigned tasks may be slower than expected.	20	
<input type="checkbox"/> Is punctual and regular in attendance. Organizes tasks efficiently and work output meets expectations.	30	
<u>SAFETY</u>		<u>COMMENTS</u>
<input type="checkbox"/> Careless and unobservant. Unsafe work habits could present a danger to self and others.	10	
<input type="checkbox"/> Occasionally ignores safety rules and proper procedures.	20	
<input type="checkbox"/> Is well aware of proper safety procedures, is careful and Exhibits good safety practices.	30	
<u>RESPECT FOR EQUIPMENT AND PROPERTY</u>		<u>COMMENTS</u>
<input type="checkbox"/> Shows lack of respect and misuses equipment and surroundings.	10	
<input type="checkbox"/> Occasionally shows lack of respect for work place and equipment.	20	
<input type="checkbox"/> Is conscientious about the condition of equipment and appearance of the work place.	30	
<u>ATTITUDE TOWARDS MANAGEMENT</u>		<u>COMMENTS</u>
<input type="checkbox"/> Usually antagonistic towards authority. Holds management and supervisors in low regard.	10	
<input type="checkbox"/> Sometimes exhibits low regard for authority. May occasionally be argumentative.	20	
<input type="checkbox"/> Is willing to openly and respectfully discuss disagreements and issues.	30	
<input type="checkbox"/> Works well with manager, often provides applicable suggestions for meeting department goals.	40	
<u>RULES AND REGULATIONS</u>		
<input type="checkbox"/> Shows little regard for department rules and regulations. frequently disagrees with and/or ignores policy.	10	
<input type="checkbox"/> May occasionally deviate from rules and regulations.	20	
<input type="checkbox"/> Adheres to department rules and regulations.	30	
<input type="checkbox"/> Often helps others in understanding and complying with department rules and regulations.	40	

Employee: _____

Date: _____

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

ACCOMPLISHMENTS/GOALS (For Management level positions Grade 9 and above)

List (here or on separate sheet) the employee's accomplishments for the last year and those goals which you expect the employee to accomplish within the next year.

General Comments:

Employee: _____

Date: _____

TOTAL POINTS _____

SCORED:

ADVANCEMENT: _____ **RECOMMENDED** _____ **NOT RECOMMENDED**

SIGNATURES:

EMPLOYEE: _____ **Date:** _____

Note: Employee may include his/her own comments, if desired. Check here if comments are included. _____

DEPARTMENT

HEAD: _____ **Date:** _____

MAYOR: _____ **Date:** _____

APPENDIX C

CITY OF FITCHBURG/FAMASS
WAGE MATRIX
FISCAL YEARS 2023 - 2025

Fiscal 2023															Effective July 1, 2022																	
3.00%																																
YEARS	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2													
old step	3	4	5	6	7	8	9	10	11	12	13	14	15	16																		
STEPS	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16																
GRADE																																
15	\$1,823	\$1,911	\$2,008	\$2,107	\$2,181	\$2,257	\$2,334	\$2,419	\$2,503	\$2,591	\$2,683	\$2,772	\$2,860	\$2,947	\$3,036	\$3,128																
14	\$1,629	\$1,709	\$1,795	\$1,883	\$1,950	\$2,016	\$2,087	\$2,160	\$2,239	\$2,315	\$2,398	\$2,476	\$2,558	\$2,634	\$2,714	\$2,796																
13	\$1,469	\$1,541	\$1,620	\$1,701	\$1,758	\$1,817	\$1,883	\$1,950	\$2,016	\$2,088	\$2,162	\$2,237	\$2,307	\$2,378	\$2,450	\$2,524																
12	\$1,309	\$1,376	\$1,441	\$1,515	\$1,589	\$1,645	\$1,703	\$1,760	\$1,824	\$1,887	\$1,955	\$2,016	\$2,084	\$2,147	\$2,212	\$2,279																
11	\$1,192	\$1,251	\$1,313	\$1,359	\$1,407	\$1,455	\$1,510	\$1,557	\$1,616	\$1,669	\$1,732	\$1,785	\$1,847	\$1,903	\$1,961	\$2,020																
10	\$1,125	\$1,183	\$1,241	\$1,287	\$1,330	\$1,376	\$1,425	\$1,474	\$1,527	\$1,579	\$1,636	\$1,688	\$1,745	\$1,798	\$1,852	\$1,908																
9	\$976	\$1,013	\$1,055	\$1,095	\$1,133	\$1,175	\$1,214	\$1,254	\$1,298	\$1,343	\$1,393	\$1,435	\$1,483	\$1,529	\$1,575	\$1,623																
8	\$908	\$946	\$981	\$1,021	\$1,060	\$1,097	\$1,136	\$1,176	\$1,215	\$1,258	\$1,303	\$1,344	\$1,391	\$1,432	\$1,475	\$1,520																

Fiscal 2024															Effective July 1, 2023																		
3.00%																																	
YEARS	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2														
old step	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16																	
STEPS	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16																	
GRADE																																	
15	\$1,878	\$1,969	\$2,069	\$2,171	\$2,247	\$2,325	\$2,405	\$2,492	\$2,579	\$2,669	\$2,764	\$2,856	\$2,946	\$3,036	\$3,128	\$3,222																	
14	\$1,678	\$1,761	\$1,849	\$1,940	\$2,009	\$2,077	\$2,150	\$2,225	\$2,307	\$2,385	\$2,470	\$2,551	\$2,635	\$2,714	\$2,796	\$2,880																	
13	\$1,514	\$1,588	\$1,669	\$1,753	\$1,811	\$1,872	\$1,940	\$2,009	\$2,077	\$2,151	\$2,227	\$2,305	\$2,377	\$2,450	\$2,524	\$2,600																	
12	\$1,349	\$1,418	\$1,485	\$1,561	\$1,637	\$1,695	\$1,755	\$1,813	\$1,879	\$1,944	\$2,014	\$2,077	\$2,147	\$2,212	\$2,279	\$2,348																	
11	\$1,228	\$1,289	\$1,353	\$1,400	\$1,450	\$1,499	\$1,556	\$1,604	\$1,665	\$1,720	\$1,784	\$1,839	\$1,903	\$1,961	\$2,020	\$2,081																	
10	\$1,159	\$1,219	\$1,279	\$1,326	\$1,370	\$1,418	\$1,468	\$1,519	\$1,573	\$1,627	\$1,686	\$1,739	\$1,798	\$1,852	\$1,908	\$1,966																	
9	\$1,006	\$1,044	\$1,087	\$1,128	\$1,167	\$1,211	\$1,251	\$1,292	\$1,337	\$1,384	\$1,435	\$1,479	\$1,528	\$1,575	\$1,623	\$1,672																	
8	\$936	\$975	\$1,011	\$1,052	\$1,092	\$1,130	\$1,171	\$1,212	\$1,252	\$1,296	\$1,343	\$1,385	\$1,433	\$1,475	\$1,520	\$1,566																	

Fiscal 2025															Effective July 1, 2024																			
3.00%																																		
YEARS	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2															
old step	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16																		
STEPS	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16																		
GRADE																																		
15	\$1,935	\$2,029	\$2,132	\$2,237	\$2,315	\$2,395	\$2,478	\$2,567	\$2,657	\$2,750	\$2,847	\$2,942	\$3,035	\$3,128	\$3,222	\$3,319																		
14	\$1,729	\$1,814	\$1,905	\$1,999	\$2,070	\$2,140	\$2,215	\$2,292	\$2,377	\$2,457	\$2,545	\$2,628	\$2,715	\$2,796	\$2,880	\$2,967																		
13	\$1,560	\$1,636	\$1,720	\$1,806	\$1,866	\$1,929	\$1,999	\$2,070	\$2,140	\$2,216	\$2,294	\$2,375	\$2,449	\$2,524	\$2,600	\$2,678																		
12	\$1,390	\$1,461	\$1,530	\$1,608	\$1,687	\$1,746	\$1,808	\$1,868	\$1,936	\$2,003	\$2,075	\$2,140	\$2,212	\$2,279	\$2,348	\$2,419																		
11	\$1,265	\$1,328	\$1,394	\$1,442	\$1,494	\$1,544	\$1,603	\$1,653	\$1,715	\$1,772	\$1,838	\$1,895	\$1,961	\$2,020	\$2,081	\$2,144																		
10	\$1,194	\$1,256	\$1,318	\$1,366	\$1,412	\$1,461	\$1,513	\$1,565	\$1,621	\$1,676	\$1,737	\$1,792	\$1,852	\$1,908	\$1,966	\$2,025																		
9	\$1,037	\$1,076	\$1,120	\$1,162	\$1,203	\$1,248	\$1,289	\$1,331	\$1,378	\$1,426	\$1,479	\$1,524	\$1,574	\$1,623	\$1,672	\$1,723																		



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. 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;
- Employees should limit the use of personally owned cellular telephones and telephone calls;
- Employees are responsible for charging/recharging the equipment;

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

- 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), to the extent there is a conflict between a specific provision herein and the CBA, the provisions of the CBA shall prevail. Any changes made to this policy which are subject to Collective Bargaining shall be sent to the appropriate union 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 a Collective Bargaining Unit (CBA), to the extent there is a conflict between a specific provision herein and the CBA, the provisions of the CBA shall prevail. Any changes made to this policy which are subject to Collective Bargaining shall be sent to the appropriate union prior to implementation.

Phone returned by: _____

Date: _____

Phone received by: _____

Date: _____

APPENDIX E
CLOTHING ALLOWANCE LIST by POSITION
FY23 – FY25

DEPARTMENT	POSITION TITLE
Community Development	Principal Planner (Planner 1) Senior Project Manager
Department of Public Works	Assistant City Engineer Civil Engineer Engineering Inspector Engineer II Superintendent of Streets
Wastewater	GIS Engineer Maintenance Engineer Plant Supervisor/East Sewer System Manager
Water	CAD Operator Technician Chief Water Treatment Operator Engineering Inspector Junior Hydraulic Engineer Distribution System Manager
Information Technology	IT Support Specialist Network Administrator
Recreation	Director of Parks and Recreation Recreation Assistant
Treasurer	Parking Control Supervisor

APPENDIX F
FAMASS
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 one (1) year.

Should said Employee request to voluntarily leave employment with the City of Fitchburg within one (1) year **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