



MEMORANDUM OF AGREEMENT
Between the
CITY OF FITCHBURG, MA
And the
FITCHBURG PUBLIC LIBRARY
STAFF ASSOCIATION
June 10, 2019



The City of Fitchburg (the "**City**") and the Fitchburg Public Library Staff Association, (the "**Union**"), collectively referred to as the "**Parties**," have concluded negotiations over changes to the terms for the successor Collective Bargaining Agreement between the Parties covering the period of fiscal year July 1, 2017 through June 30, 2018 and further, agree to extend their 2015 – 2017 Collective Bargaining Agreement ("**CBA**") from July 1, 2018 through June 30, 2021 in all respects, except as modified by this Memorandum of Agreement. All changes shall become effective as of the date specified or effective as of the date of this Agreement should no date be specified. The Parties agree to the following modifications:

1. Reformat CBA document:

- a. Correct all grammatical and typographical errors
- b. Change Roman numerals to Arabic numerals (1, 2, 3, etc.)
- c. Reformat and reorganize CBA.
- d. City to provide draft revision prior to signing of MOA and CBA.

2. Article 3, Dues and Agency Fees, p. 1

- a. Change name of Article to "Payroll Deduction for Union Dues."
- b. Eliminate language in existing CBA and replace with:

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.

3. Article 7/SENIORITY, p. 4

- a. Paragraph 4: Change the length of time for the recall list from 4 years to 2 years.

4. Article 8, HIRING POLICY AND PROCEDURES, p. 4

- a. Paragraph 1: Add "online" to application options.
- b. Add Director of Human Resources to list of interviewers.

5. Article 9, AFFIRMATIVE ACTION, p. 4

- a. Review and/or remove Affirmative Action manual from FPL, current policy may be outdated. City to distribute Affirmative Action policy upon completion. Eliminate Article in its entirety.

6. Article 12, STAFF EDUCATION POLICY, p. 5

- a. Change name of Article to "Education Benefits and Incentives."
- b. *Eliminate* all language in existing Article and *replace* with the following:

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 Education policy, as provided for below.

I. COURSE APPROVAL AND REIMBURSEMENT

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

A. EDUCATION FEE AGREEMENT

Employees are required to sign an Employee Fee Agreement related to reimbursement of training costs regarding uncompleted training, unsatisfactory or non-passing grade, or separation from employer within two (2) years. Employees must sign such Agreement before approval shall be granted. See **Appendix C**.

B. COURSE APPROVAL

- All courses must be relevant to the employee's current position within the department and/or division;
- Employees must submit a written request to the Chief Librarian and Board of Trustees prior to enrolling in any course and/or training. Approval must be obtained by the aforementioned prior to the attendance at such training and/or educational course;
- Approval for training and attendance shall be granted based upon the needs of the department and is subject to available funding. The approval and selection for attendance at such training of one employee member over another shall be determined at the discretion of the Chief Librarian;
- The employee must successfully complete the course and obtain a grade of a "B" (80 – 89) or higher. In the event of a pass/fail course, the employee must receive a "Pass" determination.

C. REIMBURSEMENT

- The City shall pay and/or reimburse employees for the cost of applicable registration fees, tuition and books for educational courses and/or training, so long as the aforementioned provisions have been satisfied;
- Vehicle mileage or other automotive expenses to and from the location of the educational course shall not be included in said reimbursement.

D. EDUCATION INCENTIVE

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

A. Degree Programs:

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

B. Course Work:

An employee covered by this Agreement who does not hold a Library Science degree (Undergraduate or Graduate) may, with the approval of the Library Director, take any one or all of the four (4) Basic Library Techniques courses offered by the Massachusetts Library System (MLS).

COURSE	INCENTIVE
Administration	\$ 75
Cataloguing	\$ 75
Collection Development	\$ 75
Reference	\$ 75

If all four (4) courses are completed and passed within a three (3) year period, an incentive of \$50 shall be awarded in addition to the \$300 in incentives, as provided for above.

II. ELIGIBLE EDUCATION PROGRAMS

A. Course Work

Any employee who desires to take a work related course shall submit a request of approval to his/her supervisor and the Chief Librarian. Upon approval, a full time employee may receive up to four paid hours off per week, for the duration of the course. Such time shall not be charged against any of the employee's accrued balances.

A part time employee shall receive up to two paid hours off per week, which shall be paid at the employee's base hourly rate for the duration of the course. Such time shall not be charged against any of the employee's accrued balances.

B. Extended Leave for Research and/or Study:

- After three years of continuous service, an extended leave, for the purpose of study and/or research, with full or partial pay and benefits for up to one year, may be granted to a full time, benefited library employee by the Board of Trustees, on and with the recommendation of the Chief Librarian. Benefits shall include any insurance benefits for which the employee was enrolled in or eligible for prior to such leave. The determination of the employee's full or partial compensation, at his/her base rate of pay, shall be contingent upon the approval of the Board of Trustees, recommendation of the Chief Librarian and availability of funds.
- Employees on an approved and extended leave for such purpose(s), shall not accrue personal, sick or vacation leave during such approved extended leave. The employee shall be eligible for insurance benefits for which s/he was enrolled in or eligible for prior to such leave. The employee shall continue to accrue seniority for a period of one (1) year from the date of extended leave.
- Employees must submit a written request and application for such leave to the Chief Librarian and the Board of Trustees. Said application must be submitted one (1) year prior to such leave.
- No more than one (1) full time, benefited employee may be on such extended leave at any one time within a one (1) year period.
- Successful applicants shall be granted compensation in accordance with subsection 1. Such compensation, when coupled or combined with any scholarship, grant or financial aid, shall not exceed the salary to which the employee would have been entitled.
- In the event the number of applicants exceeds the number of extended leaves which the Board of Trustees or the Chief Librarian plan to grant within a one (1) year period, such leaves shall be granted in accordance with subsection 1 and on the basis of the value of the proposed leave to the Fitchburg Public Library.
- Before accepting any such extended leave, the employee shall enter into a written agreement to return to active employment within the Fitchburg Public Library for a period of at least two (2) years of service. If the employee leaves before the aforementioned two (2) years of service, s/he shall be required to reimburse the City the portion of salary s/he received during such leave, in addition to any associated costs related to such research and/or study for which the City has paid.
- The employee may be released from such reimbursement if her/his failure to complete the two (2) year requirement is due to disability or death, provided a written physician's certification or proof of loss is submitted to the Board of Trustees or the Chief Librarian.

- An employee returning from an extended leave shall be placed on the step of the wage matrix s/he would have attained had s/he remained in the Fitchburg Public Library's employ.
- Employees may not apply for a second extended leave until s/he has completed three (3) consecutive leave since her/his most current leave.
- Upon completion of the leave, or at any time requested during the leave, the employee shall submit a written report to the Chief Librarian containing transcripts of all college and/or university work done while on leave, together with any applicable and appropriate material considered to be essential to an evaluation of her/his program.
- While on leave, the employee shall not engage in full time remunerative work, which s/he was not already performing prior to such leave, unless approved in writing by the Chief Librarian. The scholarships and fellowships in approved colleges/universities which do not interfere with the prescribed program of professional development are allowed.

C. Graduate Library Science Program:

- After an employee has been continuously employed by the Library for at least one (1) year and has received approval from the Chief Librarian, s/he may be granted one paid day off per week to attend school for the purpose of obtaining a Master's Degree in Library Science. Additionally, the employee shall be granted four paid (4) weeks off to attend school, in addition to the vacation time for which s/he is eligible.
- Employees must submit a written request to and receive approval from the Chief Librarian and the Board of Trustees prior to enrolling in any class or degree program. Such written request must be submitted six (6) months prior to the beginning of the class.
- An employee may take up to five (5) summers to obtain such degree, however, the program must be completed within six (6) years.
- Before enrolling in any class and after receiving the aforementioned approval, the employee shall enter into a written agreement to return to active employment within the Fitchburg Public Library for a period of at least two (2) years of service. If the employee leaves before the aforementioned two (2) years of service, s/he shall be required to reimburse the City the portion of salary s/he received during such leave, in addition to any associated costs related to such research and/or study for which the City may have paid.
- The employee may be released from such reimbursement if her/his failure to complete the two (2) year requirement is due to disability or death, provided a written physician's certification or proof of loss is submitted to the Board of Trustees or the Chief Librarian.
- Employees attending school in accordance with the aforementioned approval process, shall continue to accrue personal, sick and vacation leave in the same manner as which other full time unit members accrue such leave benefits. Benefits shall also include seniority, as well as any insurance benefits for which the employee was enrolled in or eligible for prior to such leave.

7. Article 13, LIBRARY EMPLOYMENT POSITIONS, p. 6

- a. Change last bullet point from "non-benefited (part-time hourly paid) employees work less than 19 hours per week" to "non-benefited (part-time hourly paid) employees work less than 19 hours per week on average."

8. Article 14, JOB SHARE PRACTICES, p. 6 & 7

- a. Eliminate Article in its entirety.

9. Article 15, TEMPORARY EMPLOYEES, p. 7

- a. Eliminate current CBA language and replace with the following:

Temporary employees may occasionally be hired in accordance with established hiring policies and procedures to substitute for or to supplement regular staff or to accomplish short term tasks. Temporary employees drawn from various employment training programs may also be hired. Temporary employees shall not be members of the Union.

10. Article 16, WAGES AND LONGEVITY, p. 8

- a. The following wage adjustments shall be made:
 - A **0%** wage increase shall become effective July 1, 2018;
 - A **1%** wage increase shall become effective July 1, 2019 and;
 - A **1%** wage increase shall become effective July 1, 2020.
- b. Eliminate paragraphs 1, and 1.1 and 5 from existing CBA.
- c. Steps 1 through 4 have been eliminated from the wage matrix and new Steps 7 and 10 have been added. All employees' current steps have been renumbered accordingly. Employees shall receive step increases as previously scheduled. The new wage matrix appears as **Appendix A** of this Agreement. Wages will be retroactive to July 1, 2018, unless specifically provided for.
- d. Replace Paragraph 3 with the following: "All steps contained within the wage matrix have been changed to two (2) year steps. All employees receiving a "Satisfactory" rating on his/her annual performance evaluation and have remained in such step for two (2) years will be eligible for step advancement."
- e. Add new positions to wage matrix: Assistant Library Director, Circulation Supervisor and Library Operations Coordinator. Said positions may be filled in the future subject to budget and funding. City to draft job descriptions post negotiations for Union review.
- f. Replace paragraph 5 with the following:
 - a. The Mayor and the Director of Human Resources shall have the final determination of a new hire's compensation as defined on the wage matrix included in this Agreement, in addition to any grade/step adjustment to a current employee's compensation.

11. Article 17, Vacation, p. 9

- a. Eliminate all language in Article in existing CBA.
- b. Replace with attached "Vacation Matrix (Appendix B)."

12. Article 18, Holidays, p.11

- a. Eliminate current CBA language and replace with the following:
 The Library is closed on the following days, which shall be considered paid holidays, as well as any other day that may be declared to be a Holiday by the Mayor of the City of Fitchburg:

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

- b. Employees covered by this Agreement are also granted a floating holiday in exchange for the "Day after Thanksgiving Day" only if and when customer demand makes it inadvisable to close the library. The floating holiday must be taken between Thanksgiving and December 31st of each applicable year.

13. Article 19, Sunday Work, p. 11

- a. Change title of Article to "Hours of Work";
- b. Change City Ordinance 35.17 to reflect Saturday hours' requirement for library staff; Add "Regular hours of work may include day, evening and Saturday hours."

14. Article 20, LOST AND ACQUIRED TIME, p. 11

- a. Change name of Article to "Compensatory Time."
- b. Eliminate paragraphs 1 and 3 in existing CBA and replace with:

- Compensatory time shall be earned by full time employees who work beyond their regularly scheduled workday or workweek. Such time will be earned on an hour for hour basis for employees who work forty (40) hours or less per week.
- An employee who works in excess of forty (40) hours within his/her work week shall earn compensatory time at time and one – half (1½) in lieu of monetary overtime compensation.
- Should any conflict arise in the terms of this Article or any provision(s) contained herein, such conflict(s) shall be resolved as per the U.S. Department of Labor Wage and Hour Division, Title 29, Part 778 of the Code of Federal Regulations.
- Compensatory time may not exceed fifteen (15) hours within a two (2) week period, unless the business needs of the department require the same, however, in no case shall compensatory time exceed thirty (30) hours within a one (1) month time period.
- Any compensatory time to be earned or used must be approved by the employee's department head prior to such credit or usage.

15. Article 21, OVERTIME, p. 12

a. Eliminate language in existing CBA and replace with:

- Compensatory time shall be given in lieu of monetary compensation in accordance with the provisions of Article 20 of this Agreement.
- Hours worked on Sunday(s) shall be paid in accordance with Article 19 of this Agreement.

16. Article 29, MATERNITY LEAVE / FAMILY MEDICAL LEAVE ACT, p. 18

a. Replace "Maternity" with Parental Leave:

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 a two (2) week notice of the employee's intention to return or as soon as is practicable if a delay is due to reasons beyond the employee's control.
- If an employee who is absent due to an approved Parental Leave fail to return to work upon the expiration of such leave, the employee shall be considered to have voluntarily terminated his/her employment with the City.
- 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) and;
- The City shall comply with all local, state and federal laws related to the Parental Leave Act.

17. Article 30, MILITARY LEAVE, p.15

a. Eliminate all existing language in existing CBA and replace with:

The City shall cooperate in and comply with all local, state and federal laws relative to Military Leave taken by employees covered under this Agreement.

18. Article 32, Sick Leave, p. 17

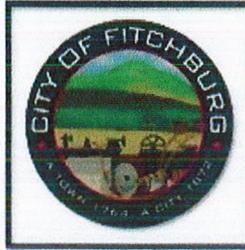
- a. Eliminate paragraph 7 of current Article and replace with the following:
- b. Upon separation of employment by means of retirement or death, the City agrees to pay to each permanent employee eligible to earn sick leave, or in the case of the employee's death, to the employee's spouse, designated beneficiary, next of kin or his/her estate, in that order unless specified in writing by said employee, all of the employee's unused accumulated sick leave at a rate of thirty dollars (\$30) per day. In no case shall the City's obligation exceed Ten Thousand Dollars (10,000). In order to become eligible for this payment the employee, beneficiary or executor/executrix of the employee's estate must apply, in writing, to the City within sixty (60) days from the date of death or separation of employment.

19. Article 35, Effective Date of Agreement (Page 23)

1. Change CBA dates to reflect the duration of the successor agreement as follows:
July 1, 2018 to June 30, 2021.

20. New policies:

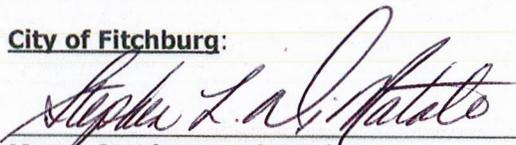
- a. Create new Articles for each of the following:
 - Modified/Light Duty
 - FMLA/Workers' Comp
 - City Telephone Usage



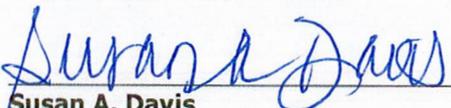
This **Memorandum of Agreement** is subject to ratification by the Union membership and approval by the City of Fitchburg, MA, City Council. The ratified Agreement shall be subject to funding in accordance with M.G.L. c. 150E, §7.

In witness whereof, the Parties hereto set their hands and seals on this **10th** day of **June, 2019**.

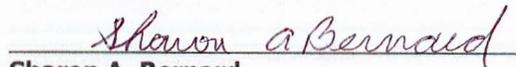
City of Fitchburg:



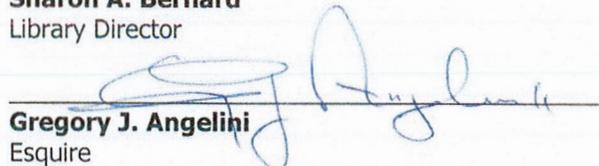
Mayor Stephen L. DiNatale



Susan A. Davis
Director of Human Resources



Sharon A. Bernard
Library Director



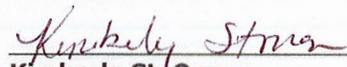
Gregory J. Angelini
Esquire

Fitchburg Library Staff Association:



Angela Lopez
Negotiation Team Member

Cynthia Morawski
Negotiation Team Member



Kimberly St. Onge
Negotiation Team Member



APPENDIX A
 City of Fitchburg/Fitchburg Public Library
 Wage Matrix FY19 - FY21

			Year(s) to Next Step	2	2	2	2	2	2	2	2	2	2
			Old Step	5	6	7	8	9	10				
Grade	Title		New Step	1	2	3	4	5	6	7	8	9	10
FULL-TIME SALARY													
9	Librarian/Supervisor		7/1/2018	1,075	1,107	1,141	1,177	1,213	1,250	1,275	1,301	1,341	1,382
	Assistant Director		7/1/2019	1,086	1,119	1,153	1,189	1,226	1,263	1,288	1,315	1,355	1,396
	Public Services Supervisor		7/1/2020	1,097	1,131	1,165	1,201	1,239	1,276	1,301	1,329	1,369	1,410
	Technical Svcs Supervisor												
8	Librarian		7/1/2018	909	937	966	996	1,026	1,057	1,079	1,101	1,135	1,170
			7/1/2019	919	947	976	1,006	1,037	1,068	1,090	1,113	1,147	1,182
			7/1/2020	929	957	986	1,017	1,048	1,079	1,101	1,125	1,159	1,194
7	Circulation Supervisor		7/1/2018	838	864	890	917	945	964	984	1,004	1,035	1,067
	Library Operations Coordinator		7/1/2019	847	873	899	927	955	974	994	1,015	1,046	1,078
			7/1/2020	856	882	908	937	965	984	1,004	1,026	1,057	1,089
6	Pre-Professional		7/1/2018	773	794	818	846	872	899	917	936	965	994
	Senior Library Technician		7/1/2019	781	802	827	855	881	908	927	946	975	1,004
			7/1/2020	789	811	836	864	890	918	937	956	985	1,015
5	Library Technician		7/1/2018	606	626	647	666	686	707	722	737	760	783
			7/1/2019	613	633	654	673	693	715	730	745	768	791
			7/1/2020	620	640	661	680	700	723	738	753	776	799
PART-TIME (HOURLY RATES)													
4	Professional		7/1/2018	25.09	25.84	26.64	27.41	28.24	29.09	29.67	30.26	31.17	32.11
			7/1/2019	25.35	26.10	26.91	27.69	28.53	29.39	29.97	30.57	31.49	32.44
			7/1/2020	25.61	26.37	27.18	27.97	28.82	29.69	30.27	30.88	31.81	32.77
3	Pre-Professional		7/1/2018	19.52	20.11	20.72	21.34	21.99	22.65	23.10	23.56	24.27	25.00
			7/1/2019	19.72	20.32	20.93	21.56	22.21	22.88	23.34	23.80	24.52	25.25
			7/1/2020	19.92	20.53	21.14	21.78	22.44	23.11	23.58	24.04	24.77	25.51
2	Library Assistant		7/1/2018	16.24	16.72	17.23	17.74	18.28	18.83	19.21	19.59	20.18	20.79
			7/1/2019	16.41	16.89	17.41	17.92	18.47	19.02	19.41	19.79	20.39	21.00
			7/1/2020	16.58	17.06	17.59	18.10	18.66	19.22	19.61	19.99	20.60	21.21
1	Student Page		Begin minimum wage. Add 2% each year.										

Appendix D

**Fitchburg Public Library Staff Association
Employee Fee Agreement
For
Extended Leave and Education**

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 completing said class, s/he shall be responsible to reimburse the City the full sum of any and all fees related to said class. Such 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.

When unusual situations arise that leads to departure of the employee, the Commissioner of the Department of Public Works, Division 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

Division Head

PRINT First, Last Name

Division Head Signature



APPENDIX C CITY OF FITCHBURG TELEPHONE USAGE POLICY



The **Telephone Usage Policy** is created to provide consistent standards and policies related to the use of City owned land line telephone systems and cellular telephones utilized by the employees of the City of Fitchburg.

A. Permissible Use

All City owned telephone systems and cellular phones should be used to conduct official City business only. As such, the use of such City owned property shall be subject to the policies set forth below. Land line telephone systems are acquired with public funds and are so acquired to enable City employees to transact the public's business in the most efficient and cost effective method possible. Cellular telephone numbers are the property of the City of Fitchburg and are not transferable, and shall be used in the same manner and with the same care and stewardship as all public resources.

All employees assigned a cell phone must adhere to and sign the "Acknowledgement of Receipt of Municipal Telephone Usage Policy" before being allocated a cellular phone.

B. Personal Phone Calls

Whether using a City owned land line or cellular phone:

- Personal telephone calls should not interfere with the employee's duties and/or productivity, as well as that of co-workers;
- Phone calls of a personal nature should be limited in frequency and duration to the greatest extent possible during hours of employment, including both incoming and outgoing calls.

C. Long Distance Phone Calls

Whether using a City owned land line or cellular phone:

- Long distance calls, including international calls, made for official City business, should be approved by a supervisor prior to making the call;
- Long distance calls of a personal nature, using a City owned phone, should be made under very limited circumstances. Such calls must be approved by a supervisor prior to making the call.

D. Employee Responsibilities

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

- Employees receiving cellular telephones are required to sign and acknowledge that they have received the equipment and understand the usage policies;
- All employees will follow the laws of the Commonwealth as it relates to the use of cellular devices while driving;
- The use of cellular telephones should never interfere with an employee's attention to duty, and should never be used when engaged in safety-sensitive functions which require the employee's full attention;
- Sending photo or text messaging is prohibited unless it can be clearly linked to the conduct of official City business;
- Confidential business should not be discussed on a cellular phone in a public place where the business could be overheard;

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

- Employees should limit the use of personally owned cellular telephones and telephone calls;
- Employees are responsible for charging/recharging the equipment;
- Service and maintenance issues, including the need for new batteries, must be reported to the employee's Department Head and/or designee;
- If any official City business is conducted on an employee's personal cell phone, reimbursement, as applicable and appropriate, shall be made to such employee after receipt of approval from the Department Head. Receipts and an expense report must be submitted in order for the employee to be reimbursed for such expense(s);
- Regardless of the nature of the phone call made on a City owned cell phone (business or incidental personal purpose), all employees shall not initiate a telephone call while driving a motor vehicle or operating equipment;
- Employees who receive a phone call while driving a motor vehicle or operating equipment are required to stop the vehicle and/or equipment in a safe location so that communication is held while the vehicle is stopped;
- "Hands-free" technology is acceptable, provided it does not interfere with the safe operation of the vehicle;
- This section does not apply to employees who are passengers in a motor vehicle;
- Public safety (Police and Fire) employee use of City owned cellular telephones while driving a motor vehicle shall be governed by departmental policy.

E. Management Responsibilities

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

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

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



**City of Fitchburg
Acknowledgment of Receipt of
Municipal Telephone Usage Policy**

Name: _____ **Department:** _____

Job Title: _____

Cell Phone #: _____ **Serial #:** _____

Make: _____ **Model:** _____

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

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

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

Phone issued to: _____ **Date:** _____

Phone issued by: _____ **Date:** _____

* 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:** _____

APPENDIX B
VACATION
June 10, 2019

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.

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.

A. PROFESSIONAL

1. DEFINITION

- Defined as a full time employee holding a Graduate Degree or equivalent years of experience;
- Includes positions in Grades 8 and 9 on wage matrix

Month of Hire	Non Exempt/Exempt
January	3 weeks in July
February	3 weeks in August
March	3 weeks in September
April	2 weeks in October
May	2 weeks in November
June	2 weeks in December
July	None – 3 weeks in January of following year
August	None – 3 weeks in February of following year
September	None – 3 weeks in March of following year
October	None - 3 weeks in April of following year
November	None - 3 weeks in May of following year
December	None - 3 weeks in June of following year

2. MAXIMUM ACCRUAL

The maximum vacation accrual for Professional employees, as defined above, is as follows:

Completed years of Service	Grades 8 and 9
1 through 4	3 weeks
5 through 14	4 weeks
15 or more	5 weeks

B. LIBRARY TECHNICIAN

1. DEFINITION

- Defined as an entry level, benefited employee/position
- Includes positions in Grade 5 through 7 on wage matrix

Month of Hire	Non Exempt/Exempt
January	2 weeks in July
February	2 weeks in August
March	2 weeks in September
April	1 weeks in October
May	1 weeks in November
June	1 weeks 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. **MAXIMUM ACCRUAL**

The maximum vacation accrual for Library Technician employees, as defined above, is as follows:

Completed years of Service	Grade 5 - 7
1 through 4	2 weeks
5 through 9	3 weeks
10 through 14	4 weeks
15 or more	5 weeks

3. 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. Employees shall be allowed to carry over no more than five (5) days into the next calendar year. The Library Director may, with the approval of the Mayor, allow such week to be taken in some other manner if the needs of the Department permit.
4. As per the Code of the City of Fitchburg, Ch. 35, §7, an employee who has been employed with the City for five or more consecutive years shall be allowed, in each calendar year, to exchange up to two week's pay for up to ten (10) vacation days. Employees employed for less than five (5) years shall be allowed, in each calendar year, to exchange one (1) week's pay for five (5) vacation days.
5. Vacation leave must be taken in the calendar year in which it is earned except that, an employee may carry forward one (1) week of vacation from a previous year provided, however, that s/he takes such vacation week together with no more than two (2) weeks of his/her vacation earned in the next calendar year at one time. The Library Director may, with the approval of the Mayor, allow the one (1) carryover week to be taken in some other manner if the needs of the Department permit.
6. 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.
7. Part time non-benefited employees are eligible for vacation leave without pay. Such leave shall be submitted in writing to and approved by the employee's Department Head prior to such leave. The Library Director shall have sole discretion for the final determination of such request and approval.