

Agreement

between

The City of Fitchburg

and



CTW-CLC

Inspectors Chapter

July 1, 2007 - June 30, 2008

July 1, 2008 - June 30, 2010

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ARTICLE 1 --- RECOGNITION

The Municipal Employer recognizes the Service Employees International Union (SEIU) Local 888 (hereinafter referred to as the Union) as the sole and exclusive representative of the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for the following appropriate bargaining units of the City of Fitchburg: Inspection Group including the Wire Inspector, Electrician, Plumbing/Mechanical Inspector, Scale Master, Animal Control Officer, Building Inspector, Supervisor Building Maintenance, Senior Custodian (Police Station), and Public Health Nurse.

ARTICLE II --- SERVICE FEE OR UNION SECURITY

All employees covered by this Agreement, who do not pay Union dues, shall be required as a condition of employment to make on or after the 30th day following the beginning of their employment, or thirty (30) days following the date of execution of this Agreement, whichever is later, an Agency Service Fee to the Union. Such Agency Service Fee shall be in an amount equal to Union dues in effect at the time the Agency Service Fee is due.

At the election of the employee, his/her dues, or Agency Service Fee may be deducted from his/her wages in accordance with the provisions of Chapter 180 of the General Laws as amended upon presentation to the City of a signed authorization. Said authorization may be cancelled by sixty (60) days' written notice to the City by the employee. An employee who does not authorize the City to make bi-weekly payroll deductions as provided herein, shall make payment of his/her Agency Service Fee or Union dues directly to the Comptroller for SEIU Local 888, 529 Main Street, Suite 222, Charlestown, MA 02129 deducted by the 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 Comptroller. The Treasurer of the City shall remit the aggregate amount of dues or Agency Service Fee to the Comptroller by the 21st day of each succeeding month. In the event the Comptroller desires to check with any division to determine payroll deductions for the Union dues or Agency Service Fees, he/she shall have access to such information.

The City shall deduct and transmit to the Service Employees International Union, Local 888 Committee On Political Education (COPE) Fund contributions from the wages of those employees who voluntarily authorize such contributions on the COPE Check-off Authorization card provided by the Union. The deductions shall occur in whatever amount authorized by the employee and with the frequency specified on the COPE Check-off Authorization card.

ARTICLE III --- DISCRIMINATION AND COERCION

There shall be no discrimination by Department Heads of the City against any employee because of his/her activity or membership in a Union. All parties to this Agreement agree that they shall not discriminate against any person because of race, color, sex, age, or disability.

ARTICLE IV --- SENIORITY

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

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

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

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

ARTICLE V --- CIVIL SERVICE

The Municipal Employer and the units shall recognize and adhere to all applicable Federal and State Laws, and City Ordinances, relative to seniority, promotions, transfers, discharges, removals, suspensions and other working conditions which the parties hereto are required to obey. Except as hereinafter set forth, it is not the intent of the parties to broaden the responsibilities of any party.

The Union reserves the right to represent employees, at their request, under any established procedure. Any employee who is a member of a bargaining unit and is not covered by any statute relative to the above matters shall have recourse to the Grievance Procedure established by this Agreement.

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

All other benefits and/or rights enjoyed by said employees which are now governed by City Ordinance or State Law which are not in conflict with these agreements shall remain in full force and effect.

ARTICLE VI --- INJURED EMPLOYEES

An employee suffering an injury arising out of and in the course of his/her employment and who is forced to leave the job site because of such injury will be paid to the end of the shift. The unworked time may be under the Sick Leave Article.

ARTICLE VII --- HOLIDAYS

The following days shall be considered paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Washington's Birthday	Veterans' Day
Patriots' Day	Thanksgiving Day
Fourth of July	Day after Thanksgiving
Memorial Day	Christmas Day

and any other day that may be declared to be a holiday by the Mayor of the City of Fitchburg or the Governor of the Commonwealth. Holiday pay shall be one day's pay at the straight-time rate. If a holiday occurs within an employee's vacation period, he/she shall receive an additional day of vacation with pay.

An employee required to work on a holiday shall receive, in addition to the regular holiday pay, an amount equal to one and one-half times his/her regular rate of pay for all hours worked, but in no case shall this be less than an amount equal to four times his/her basic hourly rate.

New employees covered by the Agreement shall have the right to sell no more than one (1) week's vacation back to the City.

ARTICLE VIII --- VACATION

Each employee, regularly employed by the City, shall be granted a vacation of not less than two (2) weeks (ten work days) without loss of pay in each calendar year if he/she has actually worked for the City for thirty weeks in the aggregate during the twelve months preceding the first day of June in such year.

Each full-time employee continuously employed by the City for five (5) years through nine (9) years shall be granted an annual vacation of not less than three weeks (15 working days) without loss of pay.

Each full-time employee continuously employed by the City for ten (10) or more years, shall be granted an annual vacation of not less than four weeks (20 working days) without loss of pay.

Each full-time employee continuously employed by the City for fifteen (15) years or more, shall be granted an annual vacation of not less than five weeks (25 working days) without loss of pay.

Vacations must be taken in the calendar year which they are earned except that, an employee may carry forward one week of his/her vacation from a previous calendar year to the next calendar year provided, however, that he/she takes such vacation week together with no

more than two weeks of his/her vacation earned in the next calendar year at one time. Department Heads may, with the approval of the Mayor, allow one week carried forward to be taken in some other manner if the needs of the Department permit.

Effective July 1, 2004, any employee covered by this Agreement may elect to sell back (exchange) two (2) weeks, ten (10) days of vacation time per calendar year at his/her current rate of base pay, providing the employee has three weeks of vacation on January 1, of the calendar year in which he/she wishes to sell back (exchange) aforementioned weeks and provided that the employee has worked for the City for five (5) years.

ARTICLE IX --- SICK LEAVE -- PERSONAL DAYS

All employees covered by this Agreement, except new employees when entitled thereto, shall be granted sick leave aggregating not more than fifteen (15) days in any year, exclusive of regularly scheduled days off. Sick leave allowance not used in any particular year may accumulate to 334 days for use in any subsequent year.

New employees shall be entitled to 1 ¼ days of Sick Leave per month to be earned on an aggregate basis from the date of his/her appointment for the succeeding twelve months. On the first anniversary of the date of appointment, he/she shall be credited with the difference between the number of Sick Leave days they have earned up until such date, and those provided to other employees (fifteen days).

All employees, except new employees, shall be credited with their fifteen days of Sick Leave on January 1 of each year.

Sick Leave may only be granted in accordance with the provisions of Chapter 35, Section 9 of the General Ordinances of the City of Fitchburg with the following clarifications:

- a. A doctor's certificate at the expense of the employee, may be required by a Department Head if an employee is absent from work for three (3) consecutive days or more at one time, or for seven or more days in a calendar year, or if the Department Head has reasonable cause to believe the employee may be abusing his/her sick leave.
- b. Provisions of Article X of this Contract shall be added to Chapter 35, Section 9 of the General Ordinances of the City of Fitchburg.

Sick Leave Personal Days

Employees who do not use sick leave shall be granted one (1) day of personal time for each calendar month said employee does not use sick time. Such personal time shall be cumulative to eight (8) days.

Any employee who does not use sick leave for twelve (12) consecutive calendar months shall be entitled, at the end of the twelfth consecutive month, either one (1) weeks pay five (5) days in place of five personal days at his/her regular rate plus two (2) additional personal days, or the total of his/her accumulated personal time. An employee electing to receive the weeks pay shall not accumulate personal time as aforesaid. No request for half (1/2) day payments will be honored.

Upon an employee's retirement, or death, the City agrees to pay the employee, the employee's spouse, designated beneficiary, next to kin or estate, in that order unless otherwise specified in writing by the said employee. Aforementioned employee shall be paid for all unused accumulated sick leave at a rate of thirty (\$30) dollars per day, but in no case shall the City's obligation exceed more than ten thousand dollars (\$10,000).

Application for this benefit must be made by the employee or the employee's estate within six (6) months of retirement or death of the employee to be eligible for the payment.

Sick Leave Bank

1. SEIU Local 888 proposal to start a sick bank for use by qualified members whose sick leave accumulation through prolong illness or accident and who require additional leave to make full recovery from an extended illness.
2. Each member shall submit two (2) sick days per year of their personal accumulation to the Sick Leave Bank (this Bank is a successor to the bank which commenced in 7/1/2001) to be utilized by employees who qualify and who have exhausted their own individual sick leave, both annual and accumulated, and who still have a serious extended illness. This will not affect the member's vacation time, personal time, or buy back or selling back of these times.
3. Employee shall not qualify for consideration of extended illness leave within the framework of the Sick Leave Bank unless they have accumulated at least twenty (2) sick days as of the beginning of the applicable year (after submission required by 2).
4. Sick Leave Bank shall only be available after the informed employee has exhausted his entire personal sick leave, both annual and accumulated.
5. Any sick leave granted shall expire at the end of twelve (12) months period.

6. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee, consisting of two (2) union members, and two (2) managers. One of the two managers shall be the supervisor of the requesting employee. In the event of a split decision on a request, the Mayor shall be the deciding voting member of the Sick Leave Bank Committee. Items number 8 and 11 of this Article will be strictly adhered to.
7. Application for benefits may be made prior to the employee's exhaustion of his own accrued sick time, personal and vacation time to expedite the benefits. Drawing on the Sick Bank will not actually commence until after the employee's own sick leave days, personal days, and vacation days are exhausted and adequate medical notification has been provided and in no event unless the prolong illness has exceeded twenty (20) days.
8. Application for benefits shall be made in writing to the Sick Leave Committee accompanied by a doctor's certificate as to the need and anticipated of extended recover time from the illness.
9. The initial grant of sick leave by the Sick Leave Committee to an eligible employee not to exceed thirty (30) days.
10. Upon completion of the thirty (30) day period, additional entitlement by the Sick Leave Committee upon demonstration of need by the applicant.
11. Subject to the foregoing requirements, the Sick Leave Bank Committee will determine the eligibility for the uses of the Bank and the amount of leave to be granted. The following general criteria shall be considered by the Committee in administering the Bank and in determining the amount of leave:
 - a. Medical evidence of serious extended illness.
 - b. Prior utilization of eligible leave.
 - i. The decision of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be final and binding and not subject to appeal. No days may be withdrawn from the Sick Leave Bank for any other illness other than prolonged illness or accident. Days may not be withdrawn to permit an individual to stay at home to care for other members of the family and in no instance may days be withdrawn for purposes of maternity.
12. Upon return from extended sick leave during which benefits were received through the Sick Leave Bank, the recipient shall be entitled to commence a new accumulation of individual sick leave in accordance with the provisions of the collective bargaining agreement on the same basis as others.

13. If the Sick Leave Bank is exhausted during this three (3) year period, it shall be renewed by the contribution of 2 additional days of Sick Leave by each eligible member covered by this Agreement from their annual sick leave. To the extent that such additional days are unused at the conclusion of the three (3) year period, they may be carried over to the Bank in the year.

ARTICLE X --- EXAMINATION BY PHYSICIAN DURING DISABILITY

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

ARTICLE XI --- JURY PAY

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

ARTICLE XII --- WORKERS' COMPENSATION

Any employee when disabled by an accident or injury arising out of his/her employment is entitled to file for benefits under Workers' Compensation. Any injury must be reported forthwith to the supervisor. The report or injury shall be completed in triplicate, one copy shall be retained in the employee's personnel file and two copies forwarded to the Workers' Compensation Agent for the City of Fitchburg as soon as possible.

ARTICLE XIII --- MILITARY LEAVE

A military leave of absence without compensation shall be granted to any permanent employee called to active duty with the Armed Forces of the United States.

A permanent employee who is a member of the Reserve component of the Armed Forces of the United States shall be granted a leave of absence without loss of pay during his/her annual tour of duty not exceeding seventeen days.

A permanent employee who is a member of the Armed Forces of the Commonwealth of Massachusetts and who is called to duty by the Governor for the purpose of repelling an invasion, suppressing an insurrection or Civil disorder, or maintaining order in the case of a public disaster or emergency, shall be granted a leave of absence without loss of pay during the period of such service. He/she shall also be granted a leave of absence without loss of pay during his annual tour of duty of not exceeding seventeen days with the armed forces of the Commonwealth of Massachusetts.

A permanent employee will not lose his/her seniority benefits if he/she is called to active duty for an extended period time provided that he/she returns to his/her job within one month of

his/her honorable discharge or release from active duty and files with the Municipal Employer the certificate of a registered physician that he/she is not physically disabled or incapacitated for his/her position in the municipal service.

ARTICLE XIV --- SPECIAL LEAVE

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

- a. Oral and written examinations conducted by Civil Service for promotion or reclassification within the employee's department.
- b. Physical examination conducted by Civil Service pertaining to the employee's department.
- c. Retirement physical examinations.
- d. Appeal hearings conducted by Civil Service in which the employee is an interested party.
- e. Hearings in Industrial Accident cases in which the employee is the injured party or is summoned as a witness therein. Any witness fees received by such employee shall be refunded to the City.

ARTICLE XV --- MANAGEMENT MEETINGS

It being the intent and purpose of the parties hereto to promote harmony between the City and its employees and to provide procedures for the prompt, peaceful, and equitable adjustment of differences which may arise, the unit shall designate a standing committee of five employees covered by this Agreement, which committee shall meet with Department officials from time to time at the request of either party, for the purpose of discussing matters within or without the scope of this Agreement. The Mayor shall be notified of and shall have the right to attend such meetings.

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

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

ARTICLE XVI --- HEALTH AND WELFARE

The City shall pay 75% of the premiums required to provide each employee with the following insurance coverage:

- a. \$10,000.00 in life insurance
- b. Hospitalization insurance, either Blue-Cross/Blue Shield Master Medical, HMO Blue, Blue Choice, and Fallon Clinic or other similar insurance plans.
- c. Notwithstanding anything to the contrary appearing in paragraph (b) above, the City retains the exclusive right to select a different hospitalization insurance plan or to alter the present plan without notice or negotiation and, in the exercise of such right, the City shall not be subject to the grievance and arbitration procedures contained in this contract provided the level of benefits is approximately equal to present coverage.

ARTICLE XVII --- BULLETIN BOARDS

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

ARTICLE XVIII --- EMPLOYER'S RESPONSIBILITY

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

ARTICLE XIX --- MANAGEMENT POWERS

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

ARTICLE XX --- REOPENING PROVISIONS

In the event that any provision of these agreements shall at any time be declared invalid by a court of competent and final jurisdiction, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions, not so declared invalid, shall remain in full force and effect, and such provision or article so declared invalid shall be immediately opened for further negotiations by the parties hereto for the purpose of adjusting the same.

In the event that any mandatory state or federal law shall be enacted after the effective date of this agreement which materially changes the obligations of either party hereto, the affected party shall have the option to reopen negotiations for the purpose of adjusting same.

ARTICLE XXI --- PROMOTIONAL TRAINING PROGRAMS

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

The union shall designate a committee of four (4) employees whose wages and conditions of employment are covered under the terms of this agreement, which committee shall meet from time to time with representatives of the City, at the request of either party, to discuss and incorporate such agreed upon programs for implementation.

ARTICLE XXII --- GRIEVANCE PROCEDURE

The unit shall select a Grievance Committee and shall notify the City of the members thereof. The City will recognize only those Grievance Committee members of whom it has received such notification. A grievance shall be defined as a matter alleging a violation of or concerning the interpretation or application of a specific clause of the contract. Should an individual have a personal grievance, not involving the interpretation or application of this Agreement, an earnest effort shall be made to address such grievances immediately in the following manner:

Step 1

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

Step 2

If the alleged grievance is not resolved within two (2) working days after conferring with his/her immediate supervisor, the aggrieved employee shall consult with a member of the unions grievance committee, who shall reduce the alleged grievance, with a brief statement of facts, to writing and deliver three (3) copies thereof to the Department Head.

Step 3

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

Step 4

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

Step 5

Upon receiving the alleged grievance, the Mayor will refer the matter to such person as he/she shall designate for investigation and recommendation. The Mayor or his/her designee shall meet with the Grievance Committee within seven (7) days of the receipt of the Grievance. The Mayor shall make his/her determination of the alleged grievance within twenty-one (21) days from the date of its receipt. The time limitations in any part of the preceding steps may be extended by agreement of the parties, however, failure of the union to file a grievance in writing at Step 2 within five (5) days of the occurrence of the grievance, or within five (5) days of the time when the employee or the Union knew or should have known the facts giving rise to the grievance, shall waive the grievance. The failure of the Union or the employee to file a grievance within the time prescribed above at any step of the grievance procedure the person to whom the grievance should be filed at that step, shall waive the grievance.

ARTICLE XXIII --- ARBITRATION

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

The expense of arbitration shall be shared equally by the parties.

The parties shall attempt to agree on an arbitrator, but if they fail to agree on an arbitrator, an arbitrator shall be chosen in accordance with the procedures of the American Arbitration Association. The Arbitrator shall have no power to modify or amend any of the terms and conditions of this agreement nor shall he/she have the power to add or to subtract any language from the terms of this Agreement. If there is no specific language in the agreement dealing with the matters referred to the Arbitrator, he/she shall be required to return the matter to the parties without a decision. The Arbitrator shall have no power to issue a decision in violation of any of the rules and regulations, ordinances, or orders lawfully in effect in the City of Fitchburg, nor shall the Arbitrator have any power to make a decision in violation of any of the laws of the Commonwealth of Massachusetts or of the United States of America.

The Arbitrator shall have no power to hear, nor make any decision concerning any matters which is subject to the jurisdiction of, or dealt with by the rules and regulations of, or laws pertaining to the Civil Service Commission of the Commonwealth of Massachusetts. The Arbitrator shall have no power to render a decision concerning any matter subject to the jurisdiction of, or covered by the rules and regulations of, a retirement board as set forth and established by the laws of the Commonwealth of Massachusetts.

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

ARTICLE XXIV --- UNIT REPRESENTATIVES

A written list of Unit Stewards and/or unit representatives shall be furnished to the City immediately after their designation, and the unit shall notify the City of any changes in such list. There shall be no more than one steward designated to represent each shift of each departmental division.

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

ARTICLE XXV --- HOURS OF WORK

- A. The normal work hours for all employees shall be 7 ½ hours per day and thirty-seven and one-half hours per week, Monday through Friday, except for those employees engaged in special operations. Each employee shall be scheduled to work a shift with regular starting and quitting times. Changes in normal scheduling of hours of these employees shall be with the discretion of the Department Head.
- B. Each employee shall be assigned a communication device (Beeper or Cell Phone) that they shall have on their person during working hours. It is a requirement that all employees answer calls during work hours as quickly as possible. Beeper or cell phone must be on at all times while on duty.
- C. It is a requirement of the job to keep and maintain a daily planner. The employee may fill out the Daily Planner at any time during the day. The Daily Planner record shall be copied and turned in each Friday or when requested by his/her Director/Commissioner.

ARTICLE XXVI --- VACANCIES

Vacancies shall be governed by Civil Service Rules and Regulations.

ARTICLE XXVII --- WAGES & PERFORMANCE EVALUATION

Wage Adjustments:

- Effective July 1, 2007 wages shall be increased 0%
- Effective July 1, 2008 wages shall be increased 0%
- Effective July 1, 2009 wages shall be increased 2% across the board, to the base
- Effective July 1, 2010 wages shall be increased 2% across the board, to the base

Higher Classification Pay

Effective upon execution of this Agreement, if an employee is ordered to work by his/her Department Head to work in a higher classification, he/she shall be paid at the higher rate from the first (1st) day through the end of his/her said assignment at the higher classification.

Performance Evaluation Procedures

1. Employees must receive the number of “acceptable” annual performance evaluations from their Department Head as indicated on the Longevity/Performance Based Wage Tablet (supplement A) as “Time Factor Years” in order to receive a pay increase to the next step in the assigned pay grade.
2. An “Acceptable” performance evaluation requires a minimum total of 250 points.
3. Initial performance evaluations are due on July 1, 1997 and on July 1st of each year thereafter. In the event the Department Head is late in performing the employee’s evaluation, the result shall be retroactive to the said anniversary date. The Department Head’s failure to perform an evaluation within six (6) months of the due date shall be interpreted as an “Acceptable” performance evaluation retroactive to said anniversary date.
4. In the event an employee has been out on an extended absence for three (3) months or more, and is still out when his/her evaluation is due, the review date shall be moved forward by the length of the absence.
5. Supervisors will make every effort to counsel and correct performance deficiencies as soon as they become known. Each evaluation shall stand as “Acceptable” or “Unacceptable” for one year, unless overturned by the appeal process.
6. An employee may appeal, with union representation if desired, and “Unacceptable” performance evaluation from his/her Department Head directly by presenting evidence to the contrary within ten (10) work days of the date the employee is apprised of the

“Unacceptable” evaluation. The Board will hear the appeal and make a final determination which will not be subject to grievance or arbitration.

7. Employees who are promoted to a Job Title in a higher pay grade than their current grade shall have their pay rate adjusted to a step in the new pay grade by applying a one (1) step increase in their current grade (projected if at the maximum step) and then “slotting” that value to the closest step in the new pay grade where the value is not lower.
8. Employees who are officially demoted to a Job Title in a lower pay grade shall have their pay rate adjusted to a step in the new pay by applying a one (1) step decrease in their current grade and then “slotting” that value to the closest step in the new pay grade where the value is not higher.

SALARY SCHEDULE

	Years to Next Step	1	1	2	2	2	2	2	2	2	n/a
		Step	1	2	3	4	5	6	7	8	9
Grade – Title											
IN3 – Building Maintenance Worker	7/1/2007	559	582	606	630	655	683	711	738	761	784
	7/1/2009	571	594	619	643	669	697	726	753	777	800
	7/1/2010	583	606	632	656	683	711	741	769	793	816
IN4 – Animal Control Officer	7/1/2007	639	666	692	720	750	781	812	847	873	900
	7/1/2009	652	680	706	735	765	797	829	864	891	918
	7/1/2010	666	694	721	750	781	813	846	882	909	937
IN5 - Scalemaster	7/1/2007	651	677	704	733	762	793	825	859	885	913
	7/1/2009	665	691	719	748	778	809	842	877	903	932
	7/1/2010	679	705	734	763	794	826	859	895	922	951
IN6 – Building Maintenance Supervisor	7/1/2007	743	781	821	853	889	924	961	1,000	1,030	1,061
	7/1/2009	758	797	838	871	907	943	981	1,020	1,051	1,083
	7/1/2010	774	813	855	889	926	962	1,001	1,041	1,073	1,105
IN7 – Plumber	7/1/2007	790	827	868	903	941	979	1,019	1,059	1,092	1,125
	7/1/2009	806	844	886	922	960	999	1,040	1,081	1,114	1,148
	7/1/2010	823	861	904	941	980	1,019	1,061	1,103	1,137	1,171
IN8 – Sanitary Code Inspector	7/1/2007	819	857	900	935	973	1,014	1,055	1,097	1,130	1,165
	7/1/2009	836	875	918	954	993	1,035	1,077	1,119	1,153	1,189
	7/1/2010	853	893	937	974	1,013	1,056	1,099	1,142	1,177	1,213
IN9 – Food & Milk Inspector, Plumber/Mech, Senior	7/1/2007	864	904	956	992	1,032	1,074	1,118	1,165	1,200	1,236
Sanitary Code Inspector, Local Inspector, Electrician	7/1/2009	882	923	976	1,012	1,053	1,095	1,141	1,189	1,224	1,261
IN10 – Inspector of Plumbing, Gas & Mech, Inspector	7/1/2007	955	1,000	1,051	1,095	1,139	1,184	1,231	1,280	1,319	1,357
Inspector of Wires	7/1/2009	975	1,020	1,073	1,117	1,162	1,208	1,256	1,306	1,346	1,385
	7/1/2010	995	1,041	1,095	1,140	1,186	1,233	1,282	1,333	1,373	1,413

ARTICLE XXVIII --- WAIVER

Both parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining, and that all subjects have been discussed and negotiated upon and the agreement contained in this Contract were arrived at after the free exercise of such rights and opportunities. Therefore, the City and the Union for the life of this Agreement, each voluntarily and without qualification, waive the right and each agrees to other shall not be obliged to bargain collectively with regard to any subject of matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement.

ARTICLE XXIX --- EFFECTIVE DATE OF AGREEMENT

The Agreement shall be effective upon execution by the parties for the period July 1, 2008, up to and including June 30, 2011 and thereafter for a successive one-year period unless one of the parties hereto on or before the 60th day prior to such termination date, or any subsequent termination thereafter, shall notify the party hereto in writing via certified mail of its desire to modify, amend or terminate the same, provided, however, that if modification or amendment is desired, a copy of such modification or amendment shall accompany such notice.

ARTICLE XXX --- EDUCATIONAL BENEFITS

The City agrees to pay for tuition and books for such job-related courses taken by employees covered by this Agreement which are approved by the City in advance.

ARTICLE XXXI --- FUNERAL LEAVE

In the event of a death in the immediate family of an employee, he/she shall be entitled to a reasonable period of leave from his/her regular scheduled duties for the purpose of attending funeral services or arranging burial.

“Immediate Family” shall be construed to mean the father, mother, spouse, brother, sister, daughter, son, grandparent, grandchild, father-in-law, mother-in-law, aunt, uncle, sister-in-law or brother-in-law of the employee or blood relatives residing within said employee’s household.

Up to three days of said leave may be granted without loss of pay. Leave for this purpose shall be in addition to, and not charged against, regular sick leave or vacation credits. Unless special conditions exist, said leave shall be restricted to the period beginning with the day of death and ending with the day of the funeral.

In the event of the death of any employee or retiree of the department, three (3) members of the department shall be granted leave to attend the funeral.

ARTICLE XXXII --- MILEAGE

Effective July 1, 2009, the City of Fitchburg shall pay a flat rate of fifty-five dollars (\$55.00) per week to an employee covered by this agreement for City use of a privately owned motor vehicle to perform inspection work on behalf of the City. Lump sum payments are to be paid on the first payday in June and December each year. If an employee covered by this agreement is assigned to go outside the City of Fitchburg limits on business in a privately owned vehicle he or she will be paid at the mileage rate established by the IRS for Federal Income Tax purposes or be assigned a City vehicle to conduct the City's business.

Assigning and use of City owned vehicles is the sole discretion of the Mayor. Should the Mayor rescind the assignment of a City vehicle which an employee previously has been allowed to use to travel between the City and his/her home and work, the employee may request a meeting with the Mayor or his/her designee and the Mayor will respond in writing. Any final decision of the Mayor shall not be subject to the provisions of Article XXII – Grievance Procedure or Article XXIII – Arbitration.

ARTICLE XXXIII --- CLOTHING ALLOWANCE

Effective July 1, 2004, the City shall pay a clothing allowance of six hundred (\$600.00) dollars to each employee covered by this Agreement. Said sum shall be paid in a lump sum in June of each year. Clothing allowance shall be prorated on a monthly basis for those persons who are retiring.

ARTICLE XXXIV --- REPLACEMENT OF EYEGLASSES

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

ARTICLE XXXV --- RECLASSIFICATION

The City agrees to request that the Governmental Task Force study the job structure of the employees covered by this agreement for the purpose of determining whether or not a reclassification is necessary.

ARTICLE XXXVI --- LONGEVITY

The City agrees to pay annually, prior to June 30 of each fiscal year, the following amount of money to each employee for his/her years of service, years of service to be computed at the commencement of the applicable fiscal year:

Payment

<u>Years of Service</u>	<u>Annual</u>
5 to 9	\$ 345.00

10 to 14	\$ 689.00
15 to 19	\$1,035.00
20 to 24	\$1,378.00
25 to 29	\$1,723.00
30 and over	\$2,067.00

Retirees shall be paid their longevity at the time of their retirement at a pro-rated amount based upon their length of service since the preceding July 1.

Any employee whose anniversary date falls after the commencement of the fiscal year, in a year in which they would have been eligible to receive longevity for the first time, or an increase thereof if their anniversary date was prior to the commencement of the applicable fiscal year, shall receive the following percentage of longevity pay or increase thereof, based on the scale listed below:

<u>Anniversary Date</u>	<u>Percentage of Longevity</u>
July 2 to September 30	75%
October 1 to December 31	50%
January 1 to March 31	25%
April 1 to June 30	0%

ARTICLE XXXVII --- AMERICANS WITH DISABILITIES ACT

As of July of 1992, all provisions of this Agreement must conform to the requirements of the Americans with Disabilities Act. The parties have attempted to assure that no part of this Agreement will result in unlawful discrimination. In keeping with the recommendation of the Report of the House Committee on Education and Labor (Report No. 101-485), the employer shall take all action necessary to comply with the Act, notwithstanding any discriminatory past practice or provision of this Agreement not in compliance with the Act, which, if maintained or enforced, could subject both the City and the Union to the penalty provisions of the ADA.

ARTICLE XXXVIII --- EXTREMES OF WEATHER

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

ARTICLE XXXIX --- SAFETY COMMITTEE

A safety committee shall be established. It shall be composed of three employees covered by the terms of this Agreement and chosen by the unit, two supervisory personnel, and the Chairman of the Public Safety Committee of the Fitchburg City Council, who shall be a member ex-officio. Said committee shall elect its own chairman and meet regularly to review safety practices. The committee shall make recommendations respecting conditions which, in its opinion, require correction. The City agrees that it will use the diligence to avoid hazardous conditions and make every effort to eliminate any condition which might result in injury or illness to employees. The City of Fitchburg will provide for protective devices if the employee has the approved licensing.

ARTICLE XXX --- SUMMER EMPLOYEES

Nothing in these Agreements shall prevent, restrict, or limit the City in the continuance of its present practices relative to the hiring and employment of temporary summer employees.

ARTICLE XXXI --- REST PERIODS

Two (2) ten minute rest periods without loss of pay shall be granted on each regular shift.

ARTICLE XXXII --- MEAL PERIODS

All employees shall be granted an unpaid meal period of one half hours' maximum duration each daily work shift. Whenever possible, the meal period shall be scheduled at the middle of the shift.

Employees who for any reason are required to work through their normally scheduled unpaid meal period shall be paid time and one-half for such work performed, and in addition shall be granted twenty (20) minutes off to eat as soon as practical without loss of pay.

If an employee is called back to work due to an emergency, and he/she shall work in excess of four (4) consecutive hours during such call-back, the employee shall be granted his/her normal unpaid meal period.

ARTICLE XXXIII --- CLEAN-UP

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

ARTICLE XXXIV --- OVERTIME

1. Employees covered by this Agreement shall be paid overtime at the rate of one and one-half (1 ½) times their regular rate of pay for work in excess of eight (8) hours in one day and forty (40) hours in one week. Effective July 1, 1996, with the exception of the Scalesmaster, employees covered by this agreement shall be paid overtime, or receive compensatory time

- off at one and one- half times (1 ½) their rate of pay for time worked in excess of (7 ½) seven and one half hours in one day and/or thirty seven and one half (37 ½) in one week.
2. Any employee retained on duty by the City at the expiration of his/her regularly scheduled shift or any employee who is called to work before his regularly scheduled shift, shall be paid one and one-half (1 ½) times his/her basic rate of pay for his/her overtime hours.
 3. Any employee recalled to work by the City during regularly scheduled time off, other than as provided for above, shall be paid one and one-half (1 ½) times his/her basic rate of pay for his/her overtime hours, but in no case shall this be less than four (4) hours at time and one-half.
 4. Employees who normally work from Monday to Friday, who perform overtime work on Sundays will be paid at two (2) times the employee's basic rate of pay. For employees who are on other than normal Monday to Friday schedules, overtime work performed on the second day of an employee's normal two days off in each seven calendar days, shall be paid at two (2) times the employee's basic rate of pay.
 5. Overtime shall be impartially distributed among personnel in each area who ordinarily perform such work in the normal course of their work week. When, in the case of emergency, it is necessary to call in personnel from other areas to aid and assist, the personnel from other areas than the area which normally performs such work shall be released from their duties first when the work load lessens.
 6. The City shall keep records in each division of the overtime work. Refusal to work overtime shall be counted as overtime worked in the impartial distribution of overtime. In case of a grievance involving such records, they shall be subject to examination by the unit representative of the division involved.

ARTICLE XXXV --- REPORTING PAY

An employee, who reports for work at his/her regular starting time and who has not been given at least twelve (12) hours advance notice not to report shall receive a minimum of four (4) hours straight time pay. If held at work over four (4) hours, employees shall be paid for actual time worked.

ARTICLE XXXVI --- WORK PERFORMED BY SUPERVISORS

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

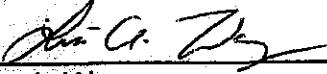
ARTICLE XXXVII --- LOSS OF LICENSE

Any employee, covered by this agreement, who loses his/her license, may on the second offense, be temporarily reduced to a weekly salary which is twenty-five percent (25%) less than that ordinarily provided to the employee providing that the procedures set forth in the Civil Service Rules and Regulations are followed. The length of the demotion shall be the period of time such individual is without his/her license. On a third offense, the employee may be suspended or may be terminated following the procedures set forth in the Civil Service Rules and Regulations. Those individuals not covered by Civil Service shall be entitled to an appeal hearing according to the grievance and arbitration process set forth in this Contract. Additionally, any employee who fails to inform the City that he/she has lost his/her license, immediately upon revocation, may be subject to suspension or termination. If upon appeal of such loss of license the employee is successful, the employee shall be made whole.

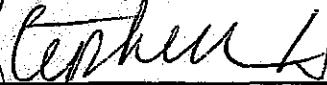
SIGNATURES:

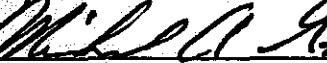
IN WITNESS WHEREOF, the parties hereto set their hands
this 10th day of June 2009.

FOR THE CITY:

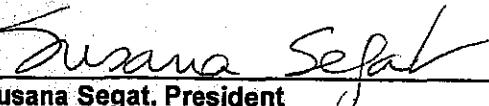

Lisa A. Wong

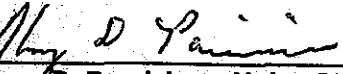

Bernard Stephens, Director of Human Resources

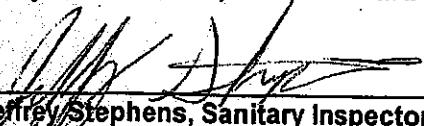

Stephen D. Curry, Health Director

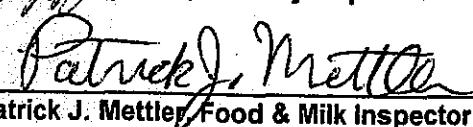

Michael A. Gallant, Building Commissioner

FOR THE UNION – Service Employees International Union Local 888:


Susana Segat, President


Harry D. Parviainen, Union Steward – Local 888


Jeffrey Stephens, Sanitary Inspector – Local 888


Patrick J. Mettler, Food & Milk Inspector – Local 888

SUPPLEMENT A

EMPLOYEE PERFORMANCE EVALUATION

SEIU – Inspectors’ Group – Local 888

Employee: _____ Current Grade/Step: _____ Rate: _____

Date of Hire: _____ Last Evaluation Date: _____ Next Step Eligibility Date: _____

Evaluation Type: _____ Probation _____ Annual Evaluation Period: From _____ To _____

Note: Check the appropriate point levels which most closely describe the employee’s performance. Cross out word(s) that don’t apply.

<u>TEAMWORK</u>	<u>POINTS</u>	<u>COMMENTS</u>
1. Lacks spirit of cooperation and work sharing.	_____ 10	
2. Difficult to work with. Prefers to work alone.	_____ 20	
3. Cooperates well with others and actively participates.	_____ 30	
<u>JOB KNOWLEDGE</u>	<u>POINTS</u>	<u>COMMENTS</u>
1. Has difficulty with present work. Needs additional training and/or understanding to adequately perform job.	_____ 10	
2. Occasionally has difficulty with work. Should continue to acquire job knowledge and skills to perform job.	_____ 20	
3. Possesses adequate understanding and knowledge to carry out assigned tasks.	_____ 30	
<u>QUALITY OF WORK</u>	<u>POINTS</u>	<u>COMMENTS</u>
1. Inconsistent and often below expected requirements.	_____ 10	
2. Sometimes inconsistent and occasionally below expected requirements.	_____ 20	
3. Meets expected requirements.	_____ 30	
<u>EFFORT AND INITIATIVE</u>	<u>POINTS</u>	<u>COMMENTS</u>
1. Makes little effort to get work done. Needs constant supervision and follow-up.	_____ 10	
2. Sometimes requires extra supervision. May be slower than expected when completing assigned tasks.	_____ 20	
3. Requires minimal supervision. Takes on new tasks willingly and completes them in a timely manner.	_____ 30	

Employee: _____

Date: _____

Performance Evaluation (continued)

<u>PUNCTUALITY AND EFFICIENCY</u>	<u>POINTS</u>	<u>COMMENTS</u>
1. Often arrives late and/or is a chronic absentee. Is slow getting started and/or takes excessive breaks. Does not organize tasks well. Output below expectations.	_____ 10	
2. Occasionally arrives late and/or absent. Completion of assigned tasks may be slower than expected.	_____ 20	
3. Is punctual and regular in attendance. Organizes tasks efficiently and work output meets expectations.	_____ 30	
<u>SAFETY</u>	<u>POINTS</u>	<u>COMMENTS</u>
1. Careless and unobservant. Unsafe work habits could present a danger to self and others.	_____ 10	
2. Occasionally ignores safety rules and proper procedures.	_____ 20	
3. Is well aware of proper safety procedures, is careful and exhibits good safety practices.	_____ 30	
<u>TOOLS AND PROPERTY</u>	<u>POINTS</u>	<u>COMMENTS</u>
1. Shows lack of respect and misuses tools, equipment and surroundings.	_____ 10	
2. Occasionally shows lack of respect for work place, tools and equipment.	_____ 20	
3. Is conscientious about the condition of tools, equipment and appearance of the work place.	_____ 30	
<u>ATTITUDE TOWARDS MANAGEMENT</u>	<u>POINTS</u>	<u>COMMENTS</u>
1. Usually antagonistic towards authority. Holds management and supervisors in low regard.	_____ 10	
2. Sometimes exhibits low regard for authority. May occasionally be argumentative.	_____ 20	
3. Is willing to openly and respectfully discuss disagreement issues.	_____ 30	

Employee: _____

Date: _____

Performance Evaluation (continued)

<u>RULES AND REGULATIONS</u>	<u>POINTS</u>	<u>COMMENTS</u>
1. Shows little regard for department rules and regulations. Frequently disagrees with and/or ignores policy.	_____ 10	
2. May occasionally deviate from rules and regulations.	_____ 20	
3. Adheres to department rules and regulations.	_____ 30	
<u>CARRYING OUT INSTRUCTIONS</u>	<u>POINTS</u>	<u>COMMENTS</u>
1. Exhibits deficiency in understanding and completing specific assignments.	_____ 10	
2. Occasionally misses objective even though putting forth a sincere effort.	_____ 20	
3. Accurately carries out instructions. Does not hesitate to seek clarification from supervisor if there is uncertainty or disagreement. Meets expected level of results.	_____ 30	

_____ **TOTAL POINTS SCORED**

General Comments: _____

Employee Comments: _____

ADVANCEMENT TO NEXT STEP: **RECOMMENDED** **NOT RECOMMENDED**

SIGNATURES:

EMPLOYEE _____ **DATE** _____

DEPARTMENT HEAD _____ **DATE** _____