

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE CITY OF FITCHBURG, MA AND THE

FITCHBURG ASSOCIATION OF MANAGERS, ADMINISTRATORS AND SPECIALTY SKILLS GROUP

(FAMASS)

Fitchburg Association of Managers,
Administrators and

FAMASS

Specialty Skills Group

FISCAL YEARS

JULY 1, 2016 – JUNE 30, 2017

JULY 1, 2017 – JUNE 30, 2018

JULY 1, 2018 – JUNE 30, 2019

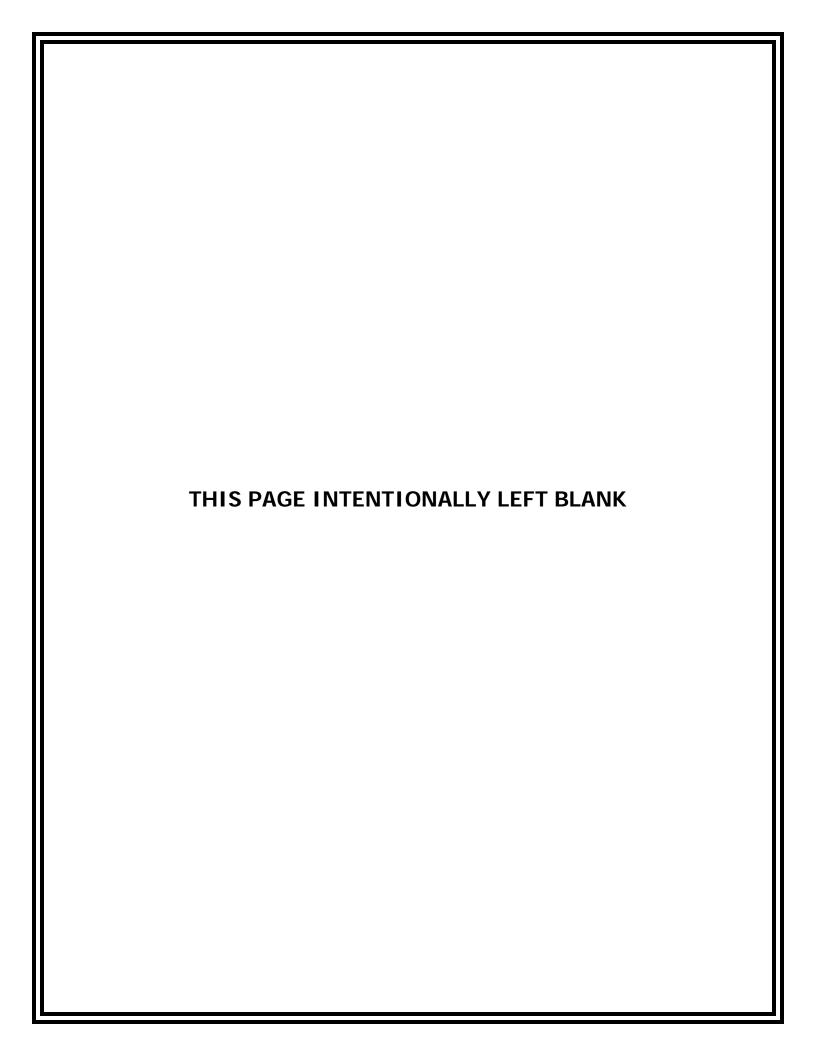




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Contract from July 1, 2016 to June 30, 2019

COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF FITCHBURG, MA AND

THE FITCHBURG ASSOCIATION OF MANAGERS, ADMINISTRATORS AND SPECIALTY SKILLS GROUP

This agreement, entered into by and between the City of Fitchburg, Massachusetts, herein after referred to as the City, and the Fitchburg Association of Managers, Administrators and Specialty Skills Group, herein after referred to as the Association has, as its purpose, the promotion of harmonious relations between the City and the Association, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other terms and conditions of employment for the employees in the bargaining unit that is hereinafter described.

ARTICLE 1 RECOGNITION

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

ARTICLE 2 NON – DISCRIMINATION

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

ARTICLE 3 PROTECTION FOR CONCERTED ACTIVITIES

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

ARTICLE 4 ASSOCIATION DUES AND AGENCY SERVICE FEE

The Union dues of employees covered by this Agreement shall be deducted each pay period from the wages of each Association member who has signed an Authorization form provided by the Union and presented to the City Treasurer in accordance with applicable state and federal laws. Collected monies will be turned over to the Association on a monthly basis. Collection of dues from other Association members is the responsibility of the Association. All employees covered by this Agreement shall pay Union dues, as a condition of employment on or after thirty (30) days following the beginning of their employment. Unit members shall be required to pay an agency fee consistent with the rules and regulations of the Massachusetts Labor Relations Commission.

ARTICLE 5 USE OF CITY FACILITIES

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

ARTICLE 6 BUSINESS LEAVE

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

ARTICLE 7 GRIEVANCE AND ARBITRATION PROCEDURE

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

STEP 1

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

STEP 2

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

STEP 3

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

Step 4

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

ARTICLE 8 BEREAVEMENT LEAVE

Bereavement leave shall be granted to members of the Association as follows: In the case of the death of a member of the immediate family (hereinafter defined) of the employee, three (3) paid days leave shall be granted to such employee and shall not be charged against his/her sick leave or vacation benefits.

- **1.** Immediate family of the employee shall include: spouse, domestic partner, parent, brother, sister, child, mother-in-law, father-in-law, grandparent, grandchild, stepchild and anyone residing in the household under the employee's full care and responsibility.
- **2.** Up to one (1) day bereavement leave may be granted for the following: the employee's or spouse's aunt or uncle, niece or nephew, brother-in-law or sister-in-law.
- **3.** The employee's Department Head and/or Mayor may grant an additional two (2) days at his/her discretion for unusual circumstances.

ARTICLE 9 PERSONAL LEAVE DAYS

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

ARTICLE 10 SICK LEAVE

- **1.** All full time employee members of the Association, except new hires, shall be granted fifteen (15) sick days each calendar year, to be credited on January 1st of each year. New hires shall be granted 1 ¼ sick days per month from the date of hire to the first occurring January 1st whereupon s/he shall be granted fifteen (15) additional sick leave days. Thereafter, sick days shall be accrued as outlined above.
- **2.** Upon an employee's retirement or death, the City agrees to pay the employee, the employee's spouse or designated beneficiary, next of kin or estate, in that order unless otherwise specified in writing by the said employee, for all unused accumulated sick leave at a rate of 25% of his/her most recent full time pay rate, but in no case shall the City's obligation exceed more than \$12,000. A day's pay for purposes of this paragraph shall be computed as one-fifth (1/5th) of the employee's regular weekly pay as of the date of his/her retirement or death. Application must be made within six (6) months of death or retirement from employment to be eligible for the payment.

SICK LEAVE BANK

3. The City and the Association agree to establish after January 1, 2001, a **SICK LEAVE BANK** program for cases of serious and/or protracted illness. The "Sick Bank" shall be administered by five (5) people; two (2) members appointed by the Association, two (2) member's appointed by the Mayor's office, with the fifth member being the Director of Human Resources.

Article 10, Sick Leave, Sick Leave Bank, continued:

- **4.** Participation, i.e., donating sick days in this program, will be at the voluntary discretion of the employee. To be eligible, the employee must have completed three (3) full years of employment with the City and must have a minimum of thirty (30) days of accumulated sick leave at the time of enrollment. Participating employees will donate a specified number of unused sick days, depending on the number of participants to start the "bank" and will donate additional days from time to time as deemed necessary to maintain a minimum of one hundred (100) days in reserve. A participating member may only donate the number of days required to maintain the minimum of one hundred (100) days balance in the sick bank. After the original signup period, a member may join the sick bank during open enrollment period that will coincide with the annual insurance open enrollment period.
- **5.** A sick leave bank participant in good standing may withdraw from future or continued participation at any time, upon written notification to the President of the Association. Upon such withdrawal, no sick days shall be returned to the employee.
- **6.** The following criteria shall be used by the Sick bank committee in determining the eligibility of a member to drawdays from the sick bank and to determine the amount of time drawn:
 - **A.** A member must have used all of his/her accumulated sick days, vacation days, personal days and other benefits prior to receiving any consideration.
 - **B.** Documentation that the illness is life threatening or is determined to be a protracted illness.
 - **C.** The per diem value of each sick day shall be one-fifth (1/5th) the requesting employee's regular weekly pay.

ARTICLE 11 VACANCIES

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

ARTICLE 12 EDUCATION INCENTIVE

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

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

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

- 1. Certificate of Achievement of professional licenses shall be paid in an amount not to exceed Three Hundred dollars (\$300). The eligibility and the amount of the monetary incentive awarded shall be determined by the Department Head and/or the Mayor.
- **2.** The monetary incentive for a Bachelor's Degree shall be awarded in the amount of Five Hundred Dollars (\$500).
- **3.** The monetary incentive for a Master's Degree, Certificate of Advanced Graduate Studies (CAGS) or Doctorate (PhD) shall be awarded in the amount of One Thousand Dollars (\$1,000).

ARTICLE 13 TRAVEL AND/OR MOTOR VEHICLE ALLOWANCE

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

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

ARTICLE 14 GROUP INSURANCE

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

The covered employee shall present documentation from an eye specialist provider reflecting the cost of the original eyeglasses. No eye examination will be paid for by the City. The employee shall notify his/her Department Head of the loss and/or repair cost of the eyeglasses and will complete any necessary forms required by the City. The City shall not be made responsible for the replacement of eyeglasses due to the employee's negligence. The employee must also provide reliable proof of damage or loss occurred in the course of employment duties, which is satisfactory to the Director of Human Resources. Such decision is grievable but is not subject to Arbitration.

ARTICLE 15 HOLIDAYS

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

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

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

ARTICLE 16 VACATIONS

- 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 eligible for the additional week on the January 1 of the following year in which your anniversary occurs.

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

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

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

Article 16, Vacations, continued:

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

ARTICLE 17 LONGEVITY

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

YEARS of SERVICE	ANNUAL COMPENSATION
5 to 9	\$345
10 to 14	\$689
15 to 19	\$1,035
20 to 24	\$1,378
25 to 30	\$1,723
30 and Over	\$2,067

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

ANNIVERSARY DATE	PERCENTAGE OF LONGEVITY PAY OR INCREASE				
July 1 through Sontombor 20	75%				
July 1 through September 30 October 1 through December 31	50%				
January 1 through March 31	25%				
April 1 through June 30	0%				

ARTICLE 18 WAGES AND SALARY GRID SYSTEM

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

1. All employees represented by the Association shall occupy the specific Grade and Step within the Salary Grid System as indicated in the attached Appendix B.

All employees covered by this Agreement must qualify for a step increase by receiving an "acceptable" or better performance rating on the Employee Performance Evaluation Form, which is attached hereto and marked as Appendix C.

Article 18, Wages and Salary Grid System, continued:

2. Such evaluation will be completed by the employee's Department Head and/or supervisor and reviewed with the employee on an annual basis. Employees receiving an "acceptable" or better on said evaluation shall advance to the next step above his/her current step on the second anniversary date of his/her assignment to his/her current step.

Department Heads may deny step advancement for all subordinate personnel within their respective jurisdictions. The denial of a step advancement shall be for performance reasons and shall be clearly delineated and documented in writing. Any employee denied a step increase and/or advancement may elect to request a meeting to review the decision of the Department Head. This meeting will consist of the employee, the employee's Union representative, the Department Head who denied the increase and the Mayor and/or his/her designee. The decision of the Mayor and/or his/her designee shall be binding upon all parties and shall not be grievable or subject to Arbitration. After six (6) months, any employee denied a step increase and/or advancement may elect to have a review with his/her supervisor to determine if the performance issues have been corrected and a step be given.

- **3.** The attached salary grid shall be increased across the board as follows:
 - July 1, 2016 through June 30, 2017 by 1%
 - July 1, 2017 through June 30, 2018 by 2%
 - July 1, 2018 through June 30, 2019 by 2%
- **4.** The Mayor shall have the authority to set the Grade and Step of any new hire as defined on the salary matrix and as covered by this Agreement. Any change in Step and/or Grade of existing employees covered by this Agreement may be re-negotiated at any time by mutual agreement between the Mayor, the Department Head and the Association.
- **5.** This shall not preclude the normal conclusion of any salary or financial remuneration issue between the City and any member (s) of the Association that can be documented to have been in existence prior to August 4, 1999.

ARTICLE 19 MAINTENANCE OF BENEFITS

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

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

ARTICLE 20 MANAGEMENT RIGHTS

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

- 1. The right to manage the affairs of the City, to maintain and improve the efficiency of operation.
- 2. To determine the methods, means, processes and personnel by which operations are to be conducted and to determine the size and to direct the activities of the work force.

Article 20, Management Rights, continued:

- 3. To determine the schedule and hours of duty and the assignment of employees to shifts.
- 4. To determine the work tasks, classification and standards of productivity and performance and evaluate employees with regard thereto.
- 5. To hire, promote, assign and transfer employees, to discipline, suspend, demote and discharge of employees for just cause.
- 6. To undertake experimental programs not inconsistent with statute or ordinance.

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

ARTICLE 21 NO STRIKE CLAUSE

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

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

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

ARTICLE 22 SEVERABILITY

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

ARTICLE 23 DURATION

This Agreement shall be in effect as of July 1, 2016, and shall remain in full force and effect through June 30, 2019. It is agreed that all of the terms and provisions of this Agreement shall remain in full force and effect until such time as the terms of the reopened or successor Agreement have been fully agreed upon, ratified and implemented.

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

ARTICLE 24 HOURS OF WORK and WORK WEEK

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

ARTICLE 25 CLOTHING ALLOWANCE

The City agrees to pay an annual clothing allowance of Six Hundred Dollars (\$600) to the Association members listed as being eligible on Appendix D, whose positions regularly or periodically involve work which is dirty and/or damaging to their personal clothing. Association members involved with various types of inspections, demolition work, lab related testing and other associated fieldwork shall be eligible for an annual payment for clothing replacement. The payment shall be paid the last pay period in October each year. All Association members shall follow the dress standard set by the respective Department Heads and established by policies of the Department and as may be changed from time to time.

ARTICLE 26 PROBATIONARY PERIOD

- **1.** All employees shall be subject to a six (6) month probationary period upon his/her hire by the City. The provisions of Article 8, Grievance and Arbitration Procedure, shall not be available to any probationary employee with regard to discipline or discharge decisions. This provision shall become effective only with respect to employees hired after ratification by the Association and a favorable funding vote by the City Council.
- 2. Employees in the bargaining unit promoted to a higher grade position will be subject to a six (6) month probationary period during which the employee may be returned to the same or substantially similar position paying a salary equivalent to the position held by the employee immediately prior to the promotion. The provisions of Article 8, Grievance & Arbitration Procedure, shall not be available to any promotional probationary employees with regard to the decision to return the employee to the same or a substantially similar position. This provision shall become effective only with respect to employees promoted after ratification by the Association and a favorable funding vote by the City Council.

ARTICLE 27 PROGRESSIVE DISCIPLINE

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

Appendix A

Roster of Employees covered by this Agreement (1 page)

Appendix B

Wage Chart (1 page)

Appendix C

Employee Performance Evaluation (4 pages)

Appendix D

Clothing Allowance List (1 page)



In witness thereof, the parties hereto, and to another instrument of like tenor, set their hands and seals this 12th day of May, 2017.

For the City of Fitchburg

Mayor Stephen L. DiNatale

Bernard G. Stephens

Director of Human Resources

Vincent Pusateri, City Solicitor

For FAMASS

Trevor Bonilla President, FAMASS

Elizabeth Murphy Negotiation Member

Anthony Maressa Negotiation Member

Fitchburg Association of Managers, Administrators and

FAMASSSpecialty Skills Group

APPENDIX A FAMASS POSITIONS AS OF 04/12/17

		04/12/1/					
		EMPLOYEE as of					
#	Current Positions in FAMASS	4/12/17	Grade	Step			
"	our cite i ostions in i Awado		Orace				
				FY17	FY18	FY19	
1	Administrative Assistant (Airport)	Silvar-Lally, Deborah	6	12	12	13	
2	Assessor	Paguette, Christopher	12	11	11	12	
3	Assistant City Clerk	Vilandry, Deborah	10	5	5	6	
4	Assistant City Engineer	Bevilacqua, Gary	12	12	13	13	
5	CAD Operator Technician (Water)	Clark, Tadd	7	13	14	14	
6	Chief Water Treatment Operator	Parviainen, Frederick	11	10	11	11	
7	City Printer	Pickett, Patricia	7	8	8	9	
8	Civil Engineer (DPW)	Erickson, Nicholas	13	6	6	7	
9	Commissioner of Veterans Services	Marino, Michele	9	11	12	12	
10	Community Development Administrator	Christiansen, Susan	10	3	3	4	
11	Construction Manager	Greene, Richard	9	11	11	12	
12 13	Crime Analyst (Police) Deputy Procurement Officer	Fritscher, Kristi Bradley, Christopher	9 11	6 14	7 14	7 15	
14	Distribution System Manager (Water)	Neal, Stephen	11	14 *	11	11	
15	Domestic Violence Advocate (Police)	Dondero, Stephanie	7	7	8	8	
16	DPW Business Manager	Mui, Nelson	12	8	8	9	
17	Economic Development Coordinator (CD)	Bohart, Mary Jo	12	10	11	11	
18	Engineering Inspector (DPW)	Shattuck, Seth	7	4	4	5	
19	Engineering Inspector (Water)	Goodwin, William (Lin)	7	*	14	14	
20	GIS Engineer (WWT)	Dupont, Kenneth	9	11	12	12	
21	Housing and Development Director	Murphy, Elizabeth	12	4	5	5	
22	Junior Engineer (DPW)	Killeen, Rvan	9	*	6	6	
23	Lead Paint Program Manager	Preston-Schneider, Dorothy	10	3	3	4	
24	Maintenance Engineer (WWT)	Letourneau. Kenneth	11	12	13	13	
25	Manager of Information Technology	Bonilla. Trevor	13	8	8	9	
26	Network Administrator	Dawson, Phil	10	7	8	8	
27	Office Manager (Wastewater)	Brousseau. Linda	7	14	15	15	
28	Parking Control Supervisor	Scott. Marcus	8	4	5	5	
29	Pavroll Coordinator & Benefits Administrator	Denuzzio. Susan	9	11	11	12	
30	Plant Superintendent East (WWT)	McNamara, Mark	11	12	12	13	
31 32	Principal Planner/Planner 1 Program Coodinator (COA) 30 Hours	O'Hara, Michael	12 6	11 1	12 2	12 2	
33	Program Management Assistant (CD)	Hemingway, Frances Mele, Christine	8	5	6	6	
34	Recreation Director	LaRose, Nathan	9	5	5	6	
35	Senior Proiect Manager (CD)	LeBlanc, Amv	10	9	9	10	
36	Sewer System Manager (WWT)	Maressa, Anthony	13	7	7	8	
37	Superintendent of Cemeteries	Poirier, Jaquelyn	11	6	7	7	
38	Superintendent of Streets/Parks	Withington, Gary	12	7	7	8	
	Water Operations Coordinator	Eckstein, Melissa	10	11	11	12	
	Worker's Compensation Analyst	Little, Corrine	8	10	11	11	
	OPEN AND/OR	PART TIME FAMASS POSITION	S				
			•	1	1		
	Adminstrative Assistant (CD)	Part Time	8	5	5	6	
42	Adminstrative Assistant (Recreation)	Part Time	6	2	2	3	
	Adminstrative Assistant (COA)	OPEN OPEN	6				
	Assistant Airport Manager	OPEN	9				
	Assistant Purchasing Agent	OPEN OPEN	10				
	Assistant Superintendent (DPW) Bacteriologist/Lab Director	OPEN OPEN	10 9				
	Chief Engineer (WWT)	OPEN OPEN	12				
	Deputy Planning Coordinator	OPEN OPEN	12				
	Engineering Aide (DPW)	OPEN OPEN	7				
51	Environmental Compliance Engineer	OPEN	10				
52	Grants Program Manager	OPEN	9				
53	Junior Hydraulics Engineer (Water)	OPEN	10				
54	Neighborhood Liason (CD)	OPEN	9				
55	Office Manager (Water)	OPEN	7				
56	Plant Superintendent West (WWT)	OPEN	11				
57	Program Manager (Police)	OPEN	8				
58	Rehab Program Coordinator	OPEN	11				
59	Water Quality Manager (Water)	OPEN	9				

CBA CITY OF FITCHBURG, MA FAMASS GROUP

*Employment effective after July 1 of FY.

FAMASS APPENDIX B

1.00%			Fisca	l 2017]	<u>E</u> 1	ffective J	luly 1, 20	<u>116</u>							
YEARS	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
STEPS	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
GRADE	'		3	4	J	U	, ,	0	9	10	11	12	13	14	13	10
	¢4 400	¢4 574	¢4.040	¢4 700	₾4 04C	#4 000	¢4.070	¢0.040	₾0.440	₾0.400	¢0.005	₾ 0.045	₾0.40 7	¢0.500	¢0.500	#0.007
15	\$1,496	\$1,571	\$1,649	\$1,729	\$1,816	\$1,906	\$1,973	\$2,043	\$2,112	\$2,189	\$2,265	\$2,345	\$2,427	\$2,508	\$2,589	\$2,667
14	\$1,337	\$1,403	\$1,473	\$1,546	\$1,623	\$1,704	\$1,764	\$1,824	\$1,889	\$1,954	\$2,025	\$2,095	\$2,170	\$2,240	\$2,314	\$2,384
13	\$1,206	\$1,265	\$1,329	\$1,394	\$1,465	\$1,538	\$1,590	\$1,644	\$1,704	\$1,764	\$1,824	\$1,890	\$1,956	\$2,023	\$2,088	\$2,151
12	\$1,075	\$1,128	\$1,183	\$1,244	\$1,303	\$1,370	\$1,437	\$1,488	\$1,540	\$1,592	\$1,650	\$1,708	\$1,768	\$1,824	\$1,886	\$1,943
11	\$980	\$1,027	\$1,078	\$1,131	\$1,187	\$1,229	\$1,273	\$1,316	\$1,366	\$1,408	\$1,461	\$1,510	\$1,567	\$1,616	\$1,670	\$1,721
10	\$925	\$971	\$1,017	\$1,069	\$1,122	\$1,163	\$1,202	\$1,244	\$1,288	\$1,333	\$1,380	\$1,428	\$1,479	\$1,526	\$1,578	\$1,626
9	\$814	\$848	\$882	\$915	\$953	\$990	\$1,025	\$1,061	\$1,097	\$1,134	\$1,174	\$1,214	\$1,259	\$1,298	\$1,341	\$1,382
8	\$760	\$789	\$820	\$855	\$886	\$923	\$958	\$992	\$1,027	\$1,062	\$1,098	\$1,138	\$1,178	\$1,215	\$1,257	\$1,295
7	\$712	\$740	\$769	\$799	\$832	\$864	\$891	\$926	\$956	\$990	\$1,025	\$1,062	\$1,098	\$1,135	\$1,173	\$1,209
6	\$666	\$688	\$718	\$746	\$775	\$805	\$837	\$864	\$891	\$926	\$958	\$992	\$1,027	\$1,062	\$1,096	\$1,129
2.00%			Fisca	l 2018		<u>E</u>	ffective J	July 1, 20	<u>117</u>							
YEARS	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
STEPS	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
GRADE		1	1	1	1					1					1	
15	\$1,526	\$1,603	\$1,682	\$1,764	\$1,853	\$1,945	\$2,013	\$2,084	\$2,155	\$2,233	\$2,311	\$2,392	\$2,476	\$2,559	\$2,641	\$2,721
14	\$1,364	\$1,432	\$1,503	\$1,577	\$1,656	\$1,739	\$1,800	\$1,861	\$1,927	\$1,994	\$2,066	\$2,137	\$2,214	\$2,285	\$2,361	\$2,432
13	\$1,231	\$1,291	\$1,356	\$1,422	\$1,495	\$1,569	\$1,622	\$1,677	\$1,739	\$1,800	\$1,861	\$1,928	\$1,996	\$2,064	\$2,130	\$2,195
12	\$1,097	\$1,151	\$1,207	\$1,269	\$1,330	\$1,398	\$1,466	\$1,518	\$1,571	\$1,624	\$1,683	\$1,743	\$1,804	\$1,861	\$1,924	\$1,982
11	\$1,000	\$1,048	\$1,100	\$1,154	\$1,211	\$1,254	\$1,299	\$1,343	\$1,394	\$1,437	\$1,491	\$1,541	\$1,599	\$1,649	\$1,704	\$1,756
10	\$944	\$991	\$1,038	\$1,091	\$1,145	\$1,187	\$1,227	\$1,269	\$1,314	\$1,360	\$1,408	\$1,457	\$1,509	\$1,557	\$1,610	\$1,659
9	\$831	\$865	\$900	\$934	\$973	\$1,010	\$1,046	\$1,083	\$1,119	\$1,157	\$1,198	\$1,239	\$1,285	\$1,324	\$1,368	\$1,410
8	\$776	\$805	\$837	\$873	\$904	\$942	\$978	\$1,012	\$1,048	\$1,084	\$1,120	\$1,161	\$1,202	\$1,240	\$1,283	\$1,321
7	\$727	\$755	\$785	\$815	\$849	\$882	\$909	\$945	\$976	\$1,010	\$1,046	\$1,084	\$1,120	\$1,158	\$1,197	\$1,234
6	\$680	\$702	\$733	\$761	\$791	\$822	\$854	\$882	\$909	\$945	\$978	\$1,012	\$1,048	\$1,084	\$1,118	\$1,152
	ψοσο	Ψ1 0Z	Ψ100	ΨΙΟΙ	ΨΙΟΙ	ΨΟΖΖ	ΨΟΟΨ	ψ002	ψουσ	ψυτυ	ψ310	Ψ1,012	ψ1,040	ψ1,00+	ψι,τιο	ψ1,102
2.00%			Fisca	l 2019		<u>E</u>	ffective J	July 1, 20	<u>)18</u>							
YEARS	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
STEPS	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
GRADE																
15	\$1,557	\$1,636	\$1,716	\$1,800	\$1,891	\$1,984	\$2,054	\$2,126	\$2,199	\$2,278	\$2,358	\$2,440	\$2,526	\$2,611	\$2,694	\$2,776
14	\$1,392	\$1,461	\$1,534	\$1,609	\$1,690	\$1,774	\$1,836	\$1,899	\$1,966	\$2,034	\$2,108	\$2,180	\$2,259	\$2,331	\$2,409	\$2,481
13	\$1,256	\$1,317	\$1,384	\$1,451	\$1,525	\$1,601	\$1,655	\$1,711	\$1,774	\$1,836	\$1,899	\$1,967	\$2,036	\$2,106	\$2,173	\$2,239
12	\$1,119	\$1,175	\$1,232	\$1,295	\$1,357	\$1,426	\$1,496	\$1,549	\$1,603	\$1,657	\$1,717	\$1,778	\$1,841	\$1,899	\$1,963	\$2,022
11	\$1,020	\$1,069	\$1,122	\$1,178	\$1,236	\$1,280	\$1,325	\$1,370	\$1,422	\$1,466	\$1,521	\$1,572	\$1,631	\$1,682	\$1,739	\$1,792
10	\$963	\$1,011	\$1,059	\$1,113	\$1,168	\$1,211	\$1,252	\$1,295	\$1,341	\$1,388	\$1,437	\$1,487	\$1,540	\$1,589	\$1,643	\$1,693
9	\$848	\$883	\$918	\$953	\$993	\$1,031	\$1,067	\$1,105	\$1,142	\$1,181	\$1,222	\$1,264	\$1,311	\$1,351	\$1,396	\$1,439
8	\$792	\$822	\$854	\$891	\$923	\$961	\$998	\$1,033	\$1,069	\$1,106	\$1,143	\$1,185	\$1,227	\$1,265	\$1,309	\$1,348
7	\$742	\$771	\$801	\$832	\$866	\$900	\$928	\$964	\$996	\$1,031	\$1,067	\$1,106	\$1,143	\$1,182	\$1,221	\$1,259
-	Φr-12	Φ717	Φ740	Φ002 Φ777	\$907	Φ000	¢070	Φ000	φοοο Φοοο	ψ1,001 Φ064	ψ1,007 Φ000	Φ1,100 Φ1 022	¢1,140	Φ1,102 Φ1 106	Φ1,221 Φ1 1.11	ψ1,200 ¢1,176

\$694

\$717

\$748

\$777

\$807

\$839

\$872

\$900

\$928

\$964

\$998

\$1,033

\$1,069 \$1,106 \$1,141 \$1,176

APPENDIX C

FITCHBURG ASSOCIATION OF MANAGERS ADMINISTRATORS AND SPECIALTY SKILLS GROUP

	Employee Perfo	ormance Evaluation	Date:			
Emplo	yee:	Current Grade/Step:				
Job Ti	tle:	Rate:				
Date o	of Hire: Last Evaluation Date:	Next Step Eligibility Date:				
Evalua	ation Type: ProbationAnnual	Evaluation Period: From	To			
NOTE comm	: Check the appropriate box that most closely describes nents.	the employee's performance	. Use extra sheet for additional			
TEAN	IWORK.	<u>POINTS</u>	COMMENTS			
	Lacks spirit of cooperation and work sharing.	10				
	Difficult to work with. Prefers to work alone.	20				
	Cooperates well with others and actively participates.	30				
	KNOWLEDGE		COMMENTS			
	Has difficulty with present work. Needs additional train and/or understanding to adequately perform job.	ning 10				
	Occasionally has difficulty with work. Should continue acquire job knowledge and skills to perform job.	to 20				
	Possesses adequate understanding and knowledge to carry out assignments.	30				
	Possesses more than adequate understanding and knowledge of job.	40				
QUAL	ITY OF WORK		COMMENTS			
	Inconsistent and often below expected requirements.	10				
	Sometimes inconsistent and occasionally below expected requirements.	20				
	Meets expected requirements.	30				
	Often exceeds expected requirements.	40				
<u>EFFO</u>	RT AND INITIATIVE		COMMENTS			
	Makes little effort to get work done. Needs constant supervision and follow-up.	10				
	Sometimes requires extra supervision. May be slower than expected when completing assigned tasks.	20				
	Requires minimal supervision. Takes on new tasks Willingly and completes them in a timely manner.	30				

<u>Emplo</u>	byee:		Date:
DUNG	CTUALITY AND EFFICIENCY	<u>POINTS</u>	COMMENTS
	Often arrives late and/or is a chronic absentee. Is slow getting started and/or takes excessive breaks. Does not organize tasks well. Output is below expectations.	10	COMMENTS
	Occasionally arrives late and/or absent. Completion of	20	
	assigned tasks may be slower than expected.		
	Is punctual and regular in attendance. Organizes tasks efficiently and work output meets expectations.	30	
SAFE	TY		COMMENTS
	Careless and unobservant. Unsafe work habits could present a danger to self and others.	10	
	Occasionally ignores safety rules and proper procedures.	20	
	Is well aware of proper safety procedures, is careful and Exhibits good safety practices.	30	
RESF	PECT FOR EQUIPMENT AND PROPERTY		COMMENTS
	Shows lack of respect and misuses equipment and surroundings.	10	
	Occasionally shows lack of respect for work place and equipment.	20	
	Is conscientious about the condition of equipment and appearance of the work place.	30	
ATTI	FUDE TOWARDS MANAGEMENT		COMMENTS
	Usually antagonistic towards authority. Holds management and supervisors in low regard.	10	
	Sometimes exhibits low regard for authority. May occasionally be argumentative.	20	
	Is willing to openly and respectfully discuss disagreements and issues.	30	
	Works well with manager, often provides applicable suggestions for meeting department goals.	40	
RULE	S AND REGULATIONS		
	Shows little regard for department rules and regulations. frequently disagrees with and/or ignores policy.	10	
	May occasionally deviate from rules and regulations.	20	
	Adheres to department rules and regulations.	30	
	Often helps others in understanding and complying with department rules and regulations.	40	

Emple	oyee:	Date:				
CAR	RYING OUT INSTRU	ICTIONS	POINTS	COMMI	ENTS	
	Exhibits deficiency specific assignment	y in understanding and comp nts.	pleting	10		
	Occasionally miss sincere effort.	es objective even though pu	utting forth a	20		
	Accurately carries clarification from s ment.	30				
List (h		DALS (For Management level) the employee's accondithin the next year.				you expect the
		_				
			_			
<u>Gene</u>	ral Comments:					
			-			
		_				<u></u>
		_				

Employee:	
TOTAL POINTS SCORED:	
ADVANCEMENT: RECO	DMMENDED NOT RECOMMENDED
SIGNATURES:	
EMPLOYEE:	Date:
Note: Employee may include his/her own common commo	ments, if desired. Check here if comments are included.
DEPARTMENT HEAD:	Date:
MAYOR:	Date:

APPENDIX D

Fitchburg Association of Managers, Administrators and Specialty Skills Group

Association Position Members Clothing Allowance List

DEPARTMENT	ASSOCIATION MEMBER POSITION
AIRPORT	Administrative Assistant
ASSESSOR'S OFFICE	Assessor
COMMUNITY DEVELOPMENT	Construction Manager
	Principal Planner (Planner 1)
	Senior Project Manager
DEPARTMENT OF PUBLIC WORKS	Assistant Engineer
	Civil Engineer
	Engineering Inspector
	Junior Engineer
	Superintendent of Cemeteries
	Superintendent of Streets
	Assistant Superintendent
	Junior Engineering Aide
WASTEWATED	
WASTEWATER	Chief Engineer
	GIS Engineer
	Maintenance Engineer
	Plant Supervisor East
	Sewer System Manager
	Plant Supervisor West
WATER	CAD Operator Technician
WATER	CAD Operator Technician Chief Water Treatment Operator
	Engineer Inspector
	Junior Hydraulic Engineer
	Distribution System Manager
	Water Quality Manager
	Bacteriologist/Lab Director
	2 de la constant de l
INFORMATION TECHNOLOGY	IT Manager
	Network Administrator
PURCHASING	City Printer
RECREATION	Director
_	
TREASURY	Parking Control Supervisor