



COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE
CITY OF FITCHBURG, MA
AND
THE FITCHBURG POLICE UNION



JULY 1, 2019 – JUNE 30, 2020
JULY 1, 2020 – JUNE 30, 2021
JULY 1, 2021 – JUNE 30, 2022



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**THIS CONTRACT SHALL COVER THE PERIOD
FROM JULY 1, 2019 THROUGH JUNE 30, 2022.**



PREAMBLE

This Agreement is entered into by the **CITY OF FITCHBURG**, hereinafter referred to as the "**Employer**" or the "**City**" and the **FITCHBURG POLICE UNION**, hereinafter referred to as the "**Union**," has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of difference, and the establishment of rates of pay, hours of work and other conditions of employment insofar as the same may be permissible by law.

ARTICLE 1
RECOGNITION AND SCOPE

Section 1.1 **RECOGNITION**

The City hereby recognizes the Union as the exclusive representative for the purposes of collective bargaining with respect to wages, hours, standards of productivity and performance and any other terms or conditions of employment for all permanent Patrol Officers, Sergeants and Lieutenants.

Section 1.2 **SCOPE**

1. The Agreement includes all of the agreements reached by the parties respecting matters pertaining to wages, hours and other conditions of employment of employees covered by this Contract; however, any matter not mentioned in this Contract, any matter for which directions are not set forth herein, or any matter mentioned in Paragraph C of Section 2 of Article 1, shall be reserved for decision by the City or the Department Head, as the case may be, in their full discretion; and in the exercise of such discretion, they shall not be subject to the Grievance and Arbitration Procedures provided in this Contract.
2. If any provision of this Contract or any application of this Contract to any employees covered by the terms of this Contract shall be found contrary to law by a Court of competent and final jurisdiction, such provision or application shall have effect only to the extent permitted by law and all other provisions or applications of this Contract shall continue on full force and effect.

The invalidation of any such provision or application of such Article by such Court shall be sufficient cause for the parties to meet and renegotiate such provision or application.

3. Except to the extent that there is contained in this Agreement an express and specific provision to the contrary, the City retains, whether exercised or not, all of the authority, power, rights, jurisdiction and responsibility provided by the laws of the Commonwealth of Massachusetts to such City for the control, direction and management of the City and its work force.

Section 1.3 **MANAGEMENT RIGHTS**

Nothing in this Agreement shall limit the City in the exercise of its function of management and in the direction and supervision of the City's business. This includes but is not limited to the right to: add or eliminate departments; require and assign overtime; increase or decrease the number of jobs; change processes; assign work and work to be performed; schedule shifts and hours to work and lunch or break periods; hire, suspend, demote, discipline or discharge, transfer or promote; layoff because of lack of work or other legitimate reasons; establish rules, regulations, job descriptions, policies and procedures; conduct orderly operations; establish new jobs; abolish and change existing jobs; determine where, when, how and by whom work will be done; determine standards of proficiency in police skills and physical fitness standards, except where any such rights are specifically modified or abridged by terms of this Agreement and except where the exercise of such rights violates and employee's rights as provided by law.

Article 1. Recognition and Scope, Management Rights, Section 1.3, continued:

Unless an express, specific provision of this Agreement clearly provides otherwise, the City, acting through its Mayor and Chief of Police or other appropriate officials as may be authorized to act on its behalf, retains all the rights and prerogatives it had prior to the signing of this Agreement either by law, custom, practice, usage or precedent to manage and control the Police Department.

By way of example but not limitation, management retains the following rights:

- To determine the mission, budget and policies of the Police Department.
- To determine the organization of the Department, the number of employees, the work functions and the technology of performing them.
- To determine the numbers, types and grades of positions or employees assigned to an organizational unit, work project or to any location, task, vehicle, building, station or facility.
- To determine the methods, means and personnel by which the Department's operations are to be carried out.
- To manage and direct employees of the Department.
- To maintain and improve orderly procedures and the efficiency of operations.
- To hire, promote and assign employees.
- To transfer, temporarily reassign, or detail employees to other shifts or other duties.
- To determine the policies affecting the hiring, promotion and retention of employees.
- To establish qualifications for the ability to perform work in classes and/or ratings, including physical, intellectual and mental health qualifications.
- To lay off employees in the event of lack of work or funds, or under conditions where management believes that continuation of such work would be less efficient, less productive or less economical.
- To establish or modify work schedules and shift schedules and the number and selection of employees to be assigned.
- To take whatever actions may be necessary to carry out its responsibilities in emergency situations.
- To enforce existing rules and regulations for the governance of the Department and to add to or modify such regulations as it deems appropriate.
- To suspend, demote, discharge or take other disciplinary action against employees and to determine its internal security practices.

Management also reserves the right to decide if, when and how to exercise its prerogatives, whether or not enumerated in this Agreement. Accordingly, the failure to exercise any right shall not be deemed a waiver.

The parties agree that each side had a full opportunity during the course of negotiations to bargain over any and all mandatory bargaining subjects, whether or not included in this Agreement.

The failure or omission of the parties to outline or delineate in this contract responsibilities and obligations of employees is not to be relied upon by the Union as evidence of the fact that such obligations or responsibilities do not exist.

ARTICLE 2
EMPLOYEE RIGHTS AND REPRESENTATION
{Amended FY20 – FY22}

Section 2.1 **Collective Bargaining/Self-Organization**

The Employer agrees not to discharge, discriminate, interfere with, restrain or coerce any employee because of his/her lawful exercise of the rights set forth in Massachusetts General Law, Chapter 150E, §2.

Section 2.2 **Protection for Concerted Activities**

The Employer agrees that it will not discriminate against any employee because such employee gives testimony, takes part in grievance procedures or hearings, negotiations or conferences for or on behalf of the Union or any employees covered by this Agreement.

Section 2.3 **Collective Bargaining Negotiation Meetings**

The members of the Union's bargaining committee, limited to four (4) persons, who are scheduled to work a tour of duty during collective bargaining negotiations, shall be granted leave of absence without loss of pay or benefits for all meetings with the City, its agents or representatives and the Union for the purpose of negotiating the terms of the Contract or any supplement thereto.

Section 2.4 **Grievance Processing During Work Hours**

No more than three (3) Union officials, designated in advance by the Union to the City, shall, during the life of this Contract, be granted reasonable time during working hours to process and settle grievances, provided that such persons shall first request permission from the Chief of Police. Permission may be withheld by the Chief because of operating requirements, but such permission may not be unreasonably withheld.

Section 2.5 **Union Roster of Stewards and Officers**

The Union shall keep the Employer informed of any changes in the roster of Stewards and Officers.

Section 2.6 **Bulletin Boards**

Space on bulletin boards located within the Police Station shall be made available by the Employer for the posting of notices concerning Union business and activities. The City agrees space will be made available at the Police Station for a Union office to be used at the Union's discretion.

Section 2.7 **Union/City Negotiation Meetings**

Upon a minimum of twenty-four (24) hours' notice to the Chief of the Departments and/or his/her designee, s/he shall excuse:

- All members of the Union's negotiation committee for all meetings between the City and the Union for the purpose of negotiating the terms of a Contract.
- Any member of the Union when called to attend a meeting with the Mayor, the City Council or their representatives.

Section 2.8 **Fitchburg Police Union (FPU) Conventions**

Upon approval from the Chief, and depending upon the operating requirements and limitations of the budget, up to four (4) elected Union officials shall be granted time off without loss of pay to attend either three (3) FPU conventions or three seminars annually.

Article 2. Employee Rights and Representation, continued:

Section 2.9 Payroll Deduction for Union Dues

{Amended FY20–FY22}

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

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

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

ARTICLE 3
INSURANCE AND HOSPITALIZATION

The Employer shall provide health insurance benefits to employees pursuant to the terms of the Agreement negotiated by the City and the Public Employee Committee (PEC) pursuant to M.G.L. Chapter 32B, §19.

- \$15,000 in Life Insurance
- Hospitalization insurance, either Blue Cross/Blue Shield options: Blue Care Elect, Blue Choice, HMO Blue or another similar insurance plan.

Effective January 1, 1984, the Employer agrees to establish an Insurance Committee pursuant to M.G.L. Chapter 32B, §3.

Any claim for payment under said policy by an employee shall not be subject to the Grievance and Arbitration Procedures of this Contract, but shall only be subject to those procedures set forth in the policy of Insurance.

ARTICLE 4
COMPENSATION, SHIFT DIFFERENTIAL, LONGEVITY

{Amended FY20 – FY22}

Section 4.1 Wages

- Effective July 1, 2019, wages shall be increased by 2%;
- Effective July 1, 2020, wages shall be increased by 2%;
- Effective July 1, 2021, wages shall be increased by 0%;
- Effective January 1, 2022, wages shall be increased 2% and the wage matrix will be adjusted, resulting in the following wage rates:

Patrol Officer: Step 1: \$ 982/week
Step 2: \$1,112/week
Step 3: \$1,193/week

Effective with the first payroll period after execution of this Agreement, all police officers shall be paid bi-weekly on payroll weeks for all detail work. All detail payments shall be in a separate check.

- The wage increases referenced above shall only apply to weekly base wages and shall not apply to any other compensation, stipend or payments contained or referenced in the parties' CBA (note that stipends based upon a percentage of base wages will indirectly be impacted by any increase to base wages, i.e. Professional Standards Stipend);

Article 4, Section 4.1, Wages, continued:

- Retroactive payment shall only be made to employees who are members of the bargaining unit at the time of ratification of the Agreement.

A. Addition of 4th Step/25 Years

{Added FY20 – FY22}

- Effective July 1, 2019, the City agrees to add a 4th step to the wage scale. This step shall be reached upon the completion of the uniformed member's twenty-fifth (25th) year of continuous service within the City of Fitchburg Police Department.
- Continuous service shall be defined as 25 years of consecutive and continuous years of service as a uniformed officer within the Fitchburg Police Union Bargaining Unit, with the following exceptions (a list of all current members' continuous years of service as a uniformed officer within the FPU Bargaining Unit as of November 27, 2019 (date of ratification of the Memorandum of Agreement) was provided to the FPU).
 - **Budgetary Layoff:** Effective July 1, 2019, any uniformed member of the FPU Bargaining Unit who is laid off due to budgetary issues and who is recalled to uniformed service, shall not restart his/her years of service toward twenty-five (25) years of continuous service; however, any time for which the officer was laid off and not actually an employee of the City shall not count towards his/her twenty-five (25) years of continuous service.
 - **Disability Retirement:** Effective July 1, 2019, any uniformed member of the FPU Bargaining Unit who leaves service due to a MGL c. 32 disability retirement and who appropriately rejoins uniformed service, shall not restart his/her years of service towards twenty-five (25) years of continuous service; however, any time for which the officer was on disability retirement and not actually an employee of the City shall not count towards his/her twenty-five (25) years of continuous service.
 - **MGL c. 41, §111F:** Any uniformed member of the FPU Bargaining Unit who is injured in the line of duty and liability of such injury is recognized by the City (or which injury has been adjudicated to qualify for such benefits) as an injury pursuant to MGL c. 41, §111F, shall not lose any time counted toward years of continuous service due to paid absence(s) from work related to such injury so long as the officer remains an employee of the City.
 - **Employed as a Fitchburg Police Officer:** For purposes of clarification, time in an unpaid status (i.e. suspension, FMLA Leave, exhausted sick leave benefits, approved unpaid leaves of absence, etc.) shall not constitute a break in service in an employee's years of service; however, similar to the Budgetary Layoff and Disability Retirement provisions above, an employee's time in an unpaid status shall not count toward his/her twenty-five (25) years of continuous service. In such instances, upon his/her return to the payroll, the employee's years of service shall continue to accrue from the point at which s/he was when the employee went into an unpaid status (in other words, s/he will pick up where s/he left off).
- The fourth (4th) step shall be paid at 7.5% above the rate of a 3rd step Patrol Officer;
- The rate for Sergeants who have completed twenty-five (25) years of service or more, as defined above, shall be 7.5% above a regular Sergeant's rate;
- Lieutenants who complete twenty-five (25) years of service or more, as defined above, shall be 7.5% above a regular Lieutenant's rate;
- A pay scale matrix has been created and appears as Appendix A to this Agreement.
- Retroactive payment shall only be made to employees who are members of the unit as of the time of ratification of this Agreement.

Article 4. Compensation, Shift Differential, Longevity, continued:

Section 4.2 Specialty Pay¹

DEPARTMENT POSITION	SPECIALTY PAY
Community Engagement Officers	\$1,500.00
Court Liaison Officer	\$1,500.00
Criminal Investigation Supervisor	\$2,500.00
Detectives	\$1,500.00
Drug Suppression Supervisor	\$2,500.00
K – 9 Handler	\$2,500.00
Records Manager (Patrol Officer)	\$2,500.00
Report Review Officer/Licensing Officer	\$1,500.00
School Resource Officer	\$1,500.00
Supervisor of Training	\$1,500.00
Traffic Officers	\$1,500.00
Training Director/Armorer	\$2,500.00
Field Training, \$30 stipend per shift for officer (s) who have a student or rookie officer in the cruiser for his/her shift.	

If such positions are created or are bid with the annual job assignment bid positions or one of the above positions is not bid, created or filled, no specialty pay shall be paid.

Bids for Drug Suppression Supervisor, Criminal Investigation Supervisor, Records Manager or Training Director will be accepted by July 1st for placement in the positions as of January 1st.

Officers interested in these positions shall indicate their preference to the Chief in writing with a statement of the Officer's qualifications and reasons for bidding for the assignment no later than July 1st. The Chief shall use this information to determine what training is required. In addition, on June 20th, a "Bid Board" shall be used for such positions to be filled as the Chief determines. Bid results shall be forwarded to the Chief for approval. Training for all positions will be at the discretion of the Chief. Requests for separation from the positions for all hardships will be at the discretion of the Chief with input from the Union.

The City and the Union agree to reopen this section to bargain whether a "Specialty Job" designation is appropriate for any new bid position which may be created at any time in a calendar year.

Section 4.3 Payroll Frequencies

All FPU members shall sign up for payroll direct deposit prior to July 1, 2017.

Section 4.4 Shift Differential

{Amended FY20–FY22}

Effective January 1, 2012:

Officers who bid and are assigned to work between the hours of 3:00 PM and 11:00 PM shall receive, in addition to any other compensation, a night shift differential of three percent (3%), calculated on the basis of the Officer's, Sergeant's or Lieutenant's individual rate of compensation (i.e. Steps 1, 2, 3, or 4th Step/25Y Patrol Officer, Sergeant or 4th Step/25Y Sergeant or Lieutenant or 4th Step/25Y Lieutenant).

Officers who bid and are assigned to work between the hours of 11:00 PM and 7:00 AM shall receive, in addition to any other compensation, a night shift differential of four percent (4%), calculated on the basis of the Officer's, Sergeant's or Lieutenant's individual rate of compensation (i.e. Steps 1, 2, 3, or 4th Step/25Y Patrol Officer, Sergeant or 4th Step/25Y Sergeant or Lieutenant or 4th Step/25Y Lieutenant).

¹ It is understood that specialty pay for detectives is provided for in the contract in Article 16, §16.2, pg. 23. Since the "detective/rape/juvenile officer" was a detective, the inclusion on the list in this section was redundant and is deleted.

Article 4, Compensation, Shift Differential, Longevity, continued:

Officers who bid and are assigned to the 3:00 PM – 11:00 PM and the 11:00 PM – 7:00 AM shifts shall be paid a shift differential which will be paid on a monthly basis. The actual differential pay earned will be included in the regular bi-weekly pay for retirement purposes but the City reserves the right to compute and pay this compensation on a monthly basis.

Section 4.5 Rank Differential

{Amended FY20–FY22}

- There shall be a seventeen percent (17%) differential between the 3rd step Patrol Officer rate and the rank of Sergeant;
- The rank differential between the rank of Sergeant and Lieutenant shall remain at fifteen percent (15%) based upon the 3rd step Patrol Officer rate.
- This section 4.5 shall be effective as of July 1, 2019.

Section 4.6 Longevity

{Amended FY20–FY22}

Effective July 1, 2019, longevity is eliminated for all FPU member employees.

Section 4.7 Out of Grade Pay

Any Sergeant assigned as an Officer in Charge of the First, Second or Third Relief, as a result of a regularly scheduled assignment (not as a result of a swap or overtime), shall be paid at the Lieutenant's rate of pay for all hours worked.

Section 4.8 Professional Standard Stipend

{Amended FY20–FY22}

Effective October 1, 2010:

1. All officers of the Fitchburg Police Department shall obtain firearm certification, attend in-service training, obtain certifications for CPR, First Responder and Defibrillator, and shall maintain a professional appearance while on duty as defined in Fitchburg Police Department written policies and procedures #309, Personal Appearance and Grooming Standards and #312, Uniforms.
2. Effective July 1, 2017, employees who meet the qualifications of the Professional Standard Stipend shall receive additional compensation in the amount of 8.5%, calculated on the basis of the third step Patrol Officer. In the event the City eliminates Firearms Certification, Certification for Defibrillator, CPR/First Responder and Certification of Electronic Controlled Weapons (ECW), then the same shall be paid as a separate stipend in addition to the regular earning of said employee.
3. The Professional Standards Stipend shall be paid in a separate check at the same time as the September Quinn Bill payment.

Section 4.9 Fitness Equipment

Memorandum of Understanding between the City and the Fitchburg Police Union for fitness equipment: The City agreed to purchase and subsequently installed fitness equipment at a cost of \$25,000 in 2016. The City agrees to budget \$2,500 annually for upkeep and new equipment. The Union agrees to forego the contractual \$2,500 annual payment for equipment upgrades for FY 2016, 2017, 2018 and 2019. Said payment shall resume in FY 2020.

ARTICLE 5
GRIEVANCE AND ARBITRATION

Section 5.1 Definition

A grievance is a dispute concerning the interpretation, meaning or application of this Agreement or an amendment or supplement thereto, except such disputes concerning such matters as are specifically excluded from the Grievance and Arbitration Procedures by other paragraphs of this Contract.

Section 5.2 Time Limits

The time limits indicated hereunder will be considered maximum unless extended by mutual agreement in writing.

Article 5, Grievance and Arbitration, Section 5.3, Grievance Procedure, continued:

Section 5.3 Grievance Procedure

LEVEL 1

An employee with a grievance shall, after such grievance has not been resolved through that employee's chain of command, bring such grievance to the attention of the Grievance Committee. Such employee, and/or the Grievance Committee or one of its members, shall then bring the matter to the Chief of Police and/or his designee, for possible resolution, if the Grievance Committee considers the alleged grievance justified after consultation with the employee.

LEVEL 2

If, after meeting with the Chief of Police and/or his/her designee, the alleged grievance is not resolved, the grievance shall be reduced to writing, including a brief statement of facts and three (3) copies thereof shall be delivered to the Chief and/or his/her designee. An alleged grievance matter must be brought to the Chief of Police and/or his/her designee, for possible resolution. Within ten (10) days of the occurrence of facts giving rise to it, or within ten (10) days of knowledge of the facts underlying the grievance. Failure to submit the grievance matter for resolution or failure to submit the grievance in writing in a timely manner, shall waive the grievance.

The Chief of Police and/or his/her designee, shall render a decision in writing within fourteen (14) days from the date the written grievance is submitted. Failure to do so shall be deemed a denial of the grievance.

LEVEL 3

If the grievance is not resolved at Level 2, the grievance shall be forwarded by the Union to the Mayor of the City of Fitchburg within ten (10) days of the date of the decision of the Chief or within ten (10) days of the due date for the Chief's decision, whichever occur(s) earlier. Failure to submit the grievance to the Mayor shall be considered a waiver of the grievance.

The Mayor and/or his/her designee shall render a decision within fourteen (14) days of the date the grievance is submitted to him/her. The Mayor and/or his/her shall meet with representatives of the Union and the Chief prior to issuance of a written decision, if the same is requested by either of the Parties. However, if a meeting is requested, time within which a decision is due shall be extended to twenty-one (21) days.

LEVEL 4

If the alleged grievance is not resolved by the Mayor's determination, it may be submitted by the Union for arbitration to the American Arbitration Association, provided that said application for Arbitration is filed with said Arbitration Association no later than thirty (30) days following the date the Mayor's determination is due. Failure to submit the grievance to Arbitration within the time prescribed shall waive the grievance.

Section 5.4 Arbitration

Any grievance which alleges a violation by the City or any one of its agents of one or more of the provisions of this Agreement, and which has not been settled under the procedures set forth herein, may be submitted by either party to the American Arbitration Association. Failure to submit the grievance within the time prescribed shall waive the grievance. The Parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator if they cannot mutually agree upon an arbitrator.

Section 5.5 Arbitrator's Authority

The arbitrator will, absent some other agreement between the parties, issue his/her award and reasons therefore not later than thirty (30) days from the date of the close of the hearings, or if all the hearings have been waived, then within thirty (30) days from the day the final statements have been submitted to him/her. The Arbitrator will be without power or authority to make any decision or award that violates the common law, or statutory law of the Commonwealth, or any rules and regulations that promulgated pursuant thereto. The Arbitrator shall be without power to add or subtract from the terms of this Agreement.

Article 5, Grievance and Arbitration, Section 5.5, continued:

The Arbitrator shall be without power to require the commission of any act prohibited by law, or which violates any of the terms of this Agreement. The Arbitrator will be without power or authority to render any decision concerning any matter, which is excluded from the Grievance and Arbitration procedure of this Contract. The Arbitrator will be without power or authority to make any decision or award concerning any matter or grievance, which occurred or failed to occur prior to the effective date of the Contract. The decision of the Arbitrator will be final and binding except for review and confirmation as provided by the provisions of Chapter 150E of the Massachusetts General Laws.

Section 5.6 Civil Service

Employees shall exercise such rights as are granted by provisions of the Civil Service Statute, rules and regulations promulgated pursuant thereto, and the provisions of Section 16 of Chapter 32 of the Massachusetts General Laws as set forth in such statutes, including the rights of appeal, and these matters shall be excluded from the Grievance and Arbitration Procedures of this Contract and an Arbitrator will not have the power to render a decision or an award concerning them.

ARTICLE 6
UNION DUES

The Union dues of employees covered by this Agreement shall be deducted on a bi-weekly basis from the wages of each employee who has signed an authorization form provided by the Union and presented to the Treasurer of the City and in accordance with the provisions of Section 17A and 17G of Chapter 180 of Massachusetts General Laws as amended. The City agrees to provide a list of Union employees to the Union and will immediately notify the local union of changes, if the City is advised of said changes.

ARTICLE 7
HOLIDAYS
{Amended FY20 – FY22}

Section 7.1 Holidays/Holiday Pay Policy

All permanent employees shall receive an additional days' pay for each of the following holidays, in addition to the employee's basic compensation:

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

1. The City agrees to change the current rate calculation for determining holiday pay from the current one-fifth (1/5) of a week's pay to one-fourth (1/4) of a week's pay as defined in this agreement.
2. Any Officer who works Christmas Eve and whose shift commences on or after 2:30 PM shall receive three days' pay. However, no Officer shall be entitled to collect holiday pay calculations for both Christmas Eve and Christmas Day.
3. Employees who work on such holidays shall receive an additional days' pay for the worked holiday, for a total of three (3) days' pay. An Officer may elect to receive a day owed in lieu of monetary compensation for the worked holiday. In such event, the Officer shall receive two (2) days' pay for the holiday.
4. Officers shall receive holiday compensation for every hour worked during a holiday. Any Officer may elect to receive an hour owed instead of pay for every hour worked.

Article 7, Holidays, Section 7.1, continued:

5. At the Chief's discretion, it shall be determined who shall work on holidays and in the exercise thereof shall not be subject to the grievance and arbitration procedures set forth in this contract.
6. Officers hired on or after November 1, 2011, may not elect to receive a day owed while working on a holiday.
7. Officers shall be paid two (2) times their basic rate of pay for all overtime worked on holidays. Officers shall not receive holiday pay or time owed for working overtime on a holiday.

Section 7.2 Line of Duty Injury

The City agrees to continue to pay the Officer regular holiday pay while the Officer is receiving Chapter 41, §111F benefits.

ARTICLE 8
OVERTIME

Section 8.1 Compensation

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

Section 8.2 Recall

Any employee recalled to work by the Municipal Employer 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 all overtime hours worked, but in no case shall this be less than four (4) hours at time and one-half(1/2).

Section 8.3 Distribution

Overtime will be assigned by the Chief or designated representative and will be distributed as equally and equitably as possible on an annual basis and on an hourly basis, so long as a person is qualified in the opinion of the Chief, and except in an emergency situations as determined by the Chief.

A record shall be kept of all overtime and shall be available for inspection by the Union. Refusals shall be considered hours worked for distribution purposes. "No Answers" will not be considered a refusal but will be taken into account when determining the reasonable efforts to equalize overtime opportunities on a continuing basis.

Section 8.4 Select Compensation

In no circumstances shall an employee be entitled to be paid twice for the same period of time. In terms of additional pay for recall or court attendance, (Article 9), only one option for compensation may be selected.

ARTICLE 9
COURT ATTENDANCE

Section 9.1 RMV and District Court

Effective July 1, 2015, any employee required or summonsed to attend any court as a witness for the Commonwealth or for the defense at a time when the Officer is normally off duty, shall receive pay at the overtime rate for not less than four (4) hours for any court located within twenty (20) miles of the Fitchburg Police Station and shall receive a minimum of six (6) hours' pay for any court located more than twenty (20) miles from the Fitchburg Police Station. This shall include appearance by the employee during vacation, scheduled days off and other times other than his/her regularly scheduled shift.

Article 9, Court Attendance, Section 9.2, Superior Court, continued:

Section 9.2 Superior Court

Any employee who is required to attend trial preparation authorized by the Chief of Police at a time when the Officer is normally off duty, shall receive pay at the overtime rate of not less than four (4) hours for trial preparation within twenty (20) miles of the Fitchburg Police Station or a minimum of six (6) hours pay for trial preparation more than twenty (20) miles from the Fitchburg Police Station.

Section 9.3 Attendance While on Vacation

Any Officer who required to attend Court during a vacation week shall be granted a days' vacation in lieu of the day lost and in addition to the compensation set forth in this Article, except in cases where such employee is required or summonsed to attend Civil Court proceedings. In that event, such employee may elect to receive an additional days' vacation or to receive payment pursuant to **Section One**. In no event shall the employee be entitled to both. When an Officer is required to attend court on a scheduled vacation day, the Officer shall have the option of using the day or not using the day. If it is not used, the day shall be restored to the Officer's existing vacation allotment.

Section 9.4 Cancellation Notification

If an Officer is scheduled to attend court as a witness and is not notified of the cancellation of the court dated by 23:30 hours on the date prior to the day of the court appearance, the Officer shall be entitled to three (3) hours' pay at straight time. The word "notification" shall be reasonably interpreted.

Section 9.5 Compensation

In the event that any employee is required to attend any court or administrative hearing or other legal proceeding as a fact witness (as opposed to a witness merely giving testimony as to the character to another Officer or employee), arising out of the performance of his/her duties as a Police Officer shall be paid as provided in **Section One**.

ARTICLE 10

EXTRA PAID DETAILS

{Amended FY20 – FY22}

1. The following provisions shall govern the assignment of extra paid details to Police Officers where the detail is to be paid for by another City Department, by a government body or by an outside individual group, corporation or organization. Such assignments shall be made by the Chief of Police or by the Chief's representative on a voluntary basis and shall be distributed equally among the regulars Officers.
2. The rate of compensation for extra paid details shall increase to time and one-half (1/2) of the Sergeant, (not 4th Step/25Y sergeant), rounded up to the nearest dollar, in addition, as to "road construction" details only, an Officer working any amount of time over four (4) hours shall be compensated for eight (8) hours of the detail rate. When the City is using its own employees (not sub-contractors or third parties doing work on behalf of the City) to conduct City work that requires a Police Detail, the Union agrees that the City will be charged a four (4) hour minimum and thereafter actual hours worked. An Officer in charge of three (3) or more Officers shall be paid an additional two (2) dollars per hour, over the established extra paid detail rate.
3. The Chief shall maintain a record of all such assignments, which record shall be made available for examination by a representative of the Union. No Police Officer shall accept any such assignment unless the same is made by the Chief or his designee. Such assignment shall be made first to permanent, fulltime Police Officers. If not permanent, fulltime Police Officer is available, then such assignment shall be offered to retired City of Fitchburg Police Officers working as Special Officer, then to City of Fitchburg Reserve Police Officers, then to all other City of Fitchburg Special Police Officers (in that order). Such assignments shall be made by the Chief of Police or his/her designee on a voluntary basis and shall be distributed equally among the regular Officers insofar as possible and compatible with other operational needs of the Department. Equal distribution shall refer to aggregate distribution.

ARTICLE 11
CLOTHING ALLOWANCE, BODY ARMOR POLICY
and EYEGLASSES

Section 11.1 Clothing Allowance

New employees shall continue to receive an initial payment of \$1,500 and shall be paid a clothing and cleaning allowance at the new rate on the first pay date in July each year.

Effective January 1, 1993, the City will provide the funds for the initial purposes of any new/future uniform changes ordered by the Chief. Additionally, the Chief and/or designee shall consult with the Union before ordering any such change.

Section 11.2 Body Armor Policy

The Department previously adopted a Police Body Armor Policy by General Order #127. This policy is virtually identical to the Body Armor Model Policy dated April 1999. The City is willing to amend this policy with the additional following language:

- a. If a sworn Police Officer requests from the Chief of Police an exemption from wearing body armor while on duty, the Officer shall first submit a doctor's note from his/her personal care physician (PCP) outlining the medical condition.
- b. The Chief reserves the right to select a physician for the City to examine the Officer and to make the ultimate determination on the request. The requesting Officer shall submit to examination by the City's physician. The final determination by the City's physician and the Chief of Police shall not be grievable or subject to arbitration.

The Union agrees to the Police Body Armor Policy/General Order #127 as amended herein.

Section 11.3 Replacement of Eyeglasses

In the event that an Officer's prescription eyeglasses are broken during the normal performance of his/her duties, the City will pay for the replacement of said eyeglasses based upon the following:

- The cost of replacement for prescription eyeglasses shall not exceed two hundred (\$200) dollars.
- Proof of purchase must be submitted to his/her supervisor prior to payment.
- This article does not pay for damaged, non-prescription sunglasses or any eye examination.
- The City will pay no more than the current replacement cost of frames and lenses.
- Personal information may be redacted on the proof of payment for the prescription if an employee has HIPPA concerns.
- An allowance for damaged contact lenses may be made on a case by case basis at the discretion of the Chief of Police.

ARTICLE 12
VACATION PAY

Section 12.1 Accrual

1. Vacation shall be granted in accordance with the provisions of Massachusetts General Laws, Ch. 41, §111A or §111D, whichever is applicable. Insofar as possible and compatible with the needs of the Department, each new member of the permanent force shall be granted a minimum of two (2) weeks' of earned vacation during the period beginning May 23rd and ending September 7th of each year. After completion of the fifteenth (15th) year of service, each employee shall be entitled to five (5) weeks' vacation leave.²
2. Employees may buy back forty (40) hours (one week's base pay) of accrued vacation time in each calendar year. An employee with accumulated vacation time of four (4) weeks or more shall be entitled to buy back eighty (80) hours two (2) weeks' base pay) for accrued time in each calendar year. An employee with accumulated vacation time of five (5) weeks or more shall be entitled to buy back one hundred twenty (120) hours (three (3) weeks' base pay) of the accrued vacation time in each calendar year.

² E.g. an employee hired after 2003 would receive \$1,500 and the Professional Standard Stipend allowance of 6% on the first payday. This provision is subject to the approval of PERAC. If not approved by PERAC, the Parties will open negotiations on a Professional Standard Stipend.

Article 12, Vacation Pay, Section 12.1, Accrual, continued:

Section 12.2 Definition

For the purposes of vacations, a vacation week will consist of one (1) calendar week exclusive of normally scheduled days off and holidays. Employees shall be allowed to carry no more than seven (7) days over into the next year.

Offices hired after November 1, 2011, will have vacation weeks which consist of five (5) days per week.

Section 12.3 Line of Duty Injury

1. The City agrees that an individual Officer shall continue to be credited with his/her annual vacation allowance on January 1 of each year. If the Officer is injured in the line of duty during that year and receives C. 41, §111F benefits during that year and into the following year, the maximum amount of vacation that may be carried forward to that following year is one week (seven (7) days), which is the same amount any other employee continuously employed and on regular duty may carry forward, regardless of the total accumulation on December 31.
2. If the employee receives C. 41, §111F benefits into succeeding years, said Officer shall be permitted to carry forward one (1) week (seven (7) days) for each year the Officer is receiving said benefits, i.e. if an employee is injured in July of year one and is on injured on duty status until February of year three, that employee shall have his/her annual vacation allowance credited on January 1 of year three plus one week from year one and one week from year two (fourteen (14) days total).
3. Additionally, if an employee is injured in year one and returns in a subsequent year, said employee shall be credited with whatever accrual from previous years as outlined above plus a percentage of his/her annual accrual for that year (year of return) based on the following schedule:

Return to Work	Percentage of Vacation Re-Credited
January 1 through March 31	100%
April 1 through June 30	75%
July 1 through September 30	50%
October 1 through December 31	25%

ARTICLE 13
MANNING

The Police Department of the City of Fitchburg shall be manned in accordance with the provisions of the General Ordinances of the City of Fitchburg, Chapter 16, Section 1, as amended.

ARTICLE 14
SHIFTS AND HOURS OF WORK

Section 14.1 Shifts

The regular department day shall consist of three (3) shifts, each of eight (8) hours duration. The Detective Bureau is exempted from the regular shift schedule. If the needs of the Department so require, the Chief may add additional shifts at his/her discretion.

Section 14.2 Hours of Work

The average weekly hours for Police Officers covered by this contract are thirty-seven and one-half (37 ½) hours. In addition, the City agrees that uniformed patrol Officers scheduled to work in a patrol function shall be scheduled on a four and two (4 and 2) basis. Other employees of the Department shall be scheduled in such a manner so as to provide that the average hours of work shall not exceed thirty-seven and one-half (37½) hours.

Article 14, Shifts and Hours of Work, continued:

Section 14.3 Shift Swaps

A Police Officer has the right to secure another Police Officer of the same rank to work in his/her place. The Officer's commanding officer shall be notified twenty-four (24) hours in advance in accordance with the Rules and Regulations of the Department. The positions of Sergeant and Lieutenant shall be considered the same rank for purposes of this provision only, but Sergeants swapping with Lieutenants shall be paid at their normal rate of pay.

No same two (2) Officers shall enter into a shift exchange agreement (swap) which would result in an Officer continuing on duty for a combination of two (2) consecutive sixteen (16) hour shifts within two (2) consecutive days.

In any event, no Officer shall be allowed to work more than sixteen (16) hours in any twenty-four (24) hour period, whether regular detail, overtime or swap duty.

An Officer working for another Officer on a paid holiday shall receive that Officer's third day's pay compensation. The Officer may either choose an additional days' pay or a day owed.

ARTICLE 15

SICK LEAVE

{Amended FY20 – FY22}

Section 15.1 Accumulation

1. All employees, except new employees, when entitled hereto, shall be granted sick leave aggregating not more than fifteen (15) days in any year, on January 1 of each year exclusive of regularly scheduled days off.

Sick leave allowance not used in any particular year may be accumulated without a maximum accumulation cap for use in any subsequent year. Any currently employed employee, who in the past accrued more than two hundred and fifty (250) days, shall have the additional days credited to their bank for future use.

2. New employees shall be entitled to one and one-quarter (1¼) days of sick leave per month to be earned on an aggregate basis from the date of his/her appointment for the succeeding twelve (12) months. On the first anniversary date of the date of appointment, s/he shall be credited with the difference between the number of days of sick leave s/he has earned until such date, and fifteen (15) sick leave days provided to other employees.
3. The Union and the City have agreed on updated Injured on Duty Policy, General Order No. 210, including new provision on Limited Duty. This updated policy shall be effective upon ratification and funding of this Agreement and its terms shall be incorporated into the CBA by reference as if fully set forth herein.

Section 15.2 Line of Duty Injury

The Union agrees that beginning with the day of the disability, while receiving C. 41 §111F benefits, up to and including the day of return to regular duty or the day of retirement, whichever comes first, the employee shall not accrue sick leave.

If an employee works a portion of a calendar year, the Officer shall receive a proportionate amount of sick leave.

Section 15.3 Sick Leave Bank/Extended Sick Leave

1. The City agrees to cooperate in the establishment of a Sick Leave Bank (the "Bank") effective upon execution of the Contract. Members eligible and willing to participate shall contribute two (2) days of accumulated sick leave initially. Thereafter, each will contribute an equal number of days until a seventy-five (75) day minimum is achieved. Members shall be eligible to participate in the Bank if they have at least three (3) years of continuous employment with the City and thirty (30) days of accumulated sick leave at the time of their initial contribution. Only members who have contributed to the Sick Leave Bank shall be eligible to receive sick leave time from the Bank. Individuals who wish to participate in the Sick Leave Bank must give notice of such intent to the Chief of Police no later than 15 April 2000 or thirty (30) days advance notice thereafter.

Article 15, Sick Leave, continued:

2. The Bank shall be administered by a five (5) member "Sick Leave Bank Committee" comprised of three (3) representatives appointed by the City, one of which shall be the City of Fitchburg Director of Human Resources and two (2) representatives appointed by the Union to serve one (1) year terms. This committee shall consider the eligibility of members who will be able to draw from the Bank. The decisions of the Sick Leave Bank Committee are final and binding and not subject to the grievance procedure.
3. The following criteria shall be used by the Sick Leave Bank Committee in determining the eligibility of a member to draw from the Bank and in determining the amount of sick leavetime:
 - A member must have used up all of his/her accumulated leave.
 - A member must submit competent and timely evidence, to include a doctor's note, that a request is necessary to benefit the member who suffers uncommon, life threatening or serious and lengthy illness.
 - A member's prior utilization of sick leave.
 - The initial grant of sick leave by the Sick Leave Bank Committee to an eligible member shall not exceed thirty (30) days.
 - Upon completion of the thirty (30) day period, additional entitlement may be extended by the Sick Leave Bank Committee upon demonstration of need by the member.

Upon compliance with paragraphs "a" and "b" above, and consideration of paragraph "c", the Sick Leave Bank Committee may issue a grant of leave time days from the Bank of not more than one hundred (100) days per twelve (12) month period to any one member.

4. The Sick Leave Bank shall maintain a minimum of seventy-five (75) days in reserve. If the reserve falls below seventy-five (75) days, the eligible members will be required to contribute additional sick leave days as deemed necessary. The total number of days held in reserve by the Bank shall not exceed three hundred (300) days.
5. There shall be no use of the Sick Leave Bank for members receiving Chapter 41, § 111F benefits (injured on duty status).
6. Officers shall not forfeit earned personal time for donating sick days to the Sick Leave Bank.
7. Officers ineligible to participate as members in the Sick Leave Bank shall be able to apply to the Mayor of the City of Fitchburg for a grant of extended sick leave.

Section 15.4 Reporting and Restrictions

All persons who report off sick or are out of work on injured on duty status shall not leave their residence at any time, unless said Officer places a telephone call to the Officer-in-Charge/Shift Commander informing him/her of the reason(s) for leaving their residence.

Permission shall only be granted to leave the residence by the Officer-in-Charge/Shift Commander when one of the specific reasons listed below is properly presented by the person off duty or out on injured on duty leave:

- To seek medical aid or to be attended by a physician.
- To purchase prescription medicine or other non-prescription items directly related to the named or reported illness or injury.
- To attend church services.
- Any valid emergency described to the Officer-in-Charge.
- The Chief shall allow ambulatory status while on sick or injured leave, as long as the employee provides medical documentation from the treating physician, which is satisfactory to the Chief.

Article 15, Sick Leave, Section 15.4, Reporting and Restrictions, continued:

- The Chief may revoke the employee's ambulatory status for sick or injured leave if the employee is found not to be in compliance with ambulatory status.

Whenever a member of the Department is being paid while off duty sick or out on injured on duty leave, for the purposes of assignment, that member shall be assigned to the specific duty of prompt recovery and return to full duty. The place of assignment shall be the member's residence.

Section 15.5 Abuse of Sick Leave

{Amended FY20 – FY22}

Abuse of sick leave may result in suspension of overtime or extra paid detail privileges, if abuse is proven and the suspension may count as time worked for distribution purposes, for a reasonable period of time, not exceed seven (7) days for the first instance of proven abuse. A written warning shall precede any suspension of privileges, and no warning shall be in effect for more than one (1) year.

A doctor's certification and/or note may be required if an employee is absent for five (5) or more consecutive days or if the Chief and/or designee has reasonable cause to believe that the employee is abusing his/her Sick Leave.

Section 15.6 Sick Leave Personal Days

- A.** Employees who do not use sick leave shall be granted twelve (12) hours of personal time for each calendar month that the employee does not use sick time. Such personal time shall be cumulative to seventeen (17) days. Any employee may sell back five (5) of his/her personal days for one (1) weeks' pay whenever an employee has five (5) personal days accumulated. Employees are limited to three (3) such sell back events in any calendar year. Upon completion of six (6) years of service with the Fitchburg Police Department, such Officers hired after October 1, 2010, shall receive eight (8) hours' personal time accrued per month for months that said Officer does not use sick time. Such personal time shall be cumulative up to twelve (12) days.
- B.** The City agrees that an individual Officer shall continue to accrue twelve (12) hours of personal time for months which the Officer does not use sick leave. If an individual is receiving C. 41, §111F benefits, s/he shall accrue personal time for the months s/he is receiving said benefit only up to a cap of seventeen (17) days. Once the employee accrues seventeen (17) days of personal time, said Officer shall not accrue any additional days until returning to regular duty. The maximum number of personal days on record for an individual receiving benefits under C. 41, §111F shall in no case exceed seventeen (17) days at any time while receiving said benefits. For a new Officer receiving C. 41, §111F benefits hired on or after October 1, 2010 shall receive four (4) hours personal time accrued per month for months that said Officer does not use sick time. Such personal time shall be cumulative up to twelve (12) days.
- C.** Officers who are currently eligible to earn twelve (12) hours of monthly personal time under Section A shall accrue personal time in the following Manner: such Officers who do not use sick time during any of the following periods, i.e., January 1 through June 30 and July 1 through December 31 shall earn an additional personal day for each six (6) month period.
- D.** Officers hired after October 1, 2010, who not are not eligible to earn twelve (12) hours of monthly personal time, pursuant to Section A, shall accrue additional personal time in the following manner: such Officers who do not use sick time during any of the following periods, i.e., March 1 through June 30; July 1 through October 31; November 1 through February 28/29, shall earn an additional personal day for each four (4) month period. Upon completion of an Officer's sixth year of service, triggering an increase in personal time accrual under Section A above (8 hours per month), such Officer shall no longer accrue three (3) extra personal days personal time, pursuant to this section but shall thereafter accrue personal time pursuant to Section C.³

³ It is understood that any Officer currently earning twelve (12) hours per month of personal leave under Section A shall continue to do so under modification under the CBA.

Article 15, Sick Leave, Section 15.6, Sick Leave Personal Days, continued:

Section 15.7 Child Birth Leave

In the event of the birth of a child to the spouse of an employee, s/he may use up to two (2) days of sick leave to be charged against his/her accrued balance, which shall not affect his/her accrual of personal days.

Section 15.8 Sick Leave Buy Back on Retirement or Death

The City agrees to pay each permanent Civil Service Employee covered by this Agreement, or the designated beneficiary, or his/her estate, an amount of money equivalent to twenty-five (25%) of such employee's accumulated sick leave on the date of his/her death or retirement but in no event more than twelve thousand dollars. (\$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 on the date of his/her retirement or death.

In order for an eligible employee, or, in the event of the employee's death, his/her designated beneficiaries or Personal Representative of his/her estate, to receive benefits pursuant to this provision, the employee, beneficiary or Personal Representative of his/her estate must apply in writing to the City of Fitchburg's Director of Human Resources within six (6) months after the date of the employee's death or separation (i.e. last day) from employment.

Section 15.9 Fair Labor Standards Act (FLSA)/Compensatory Time

{Amended FY20 – FY22}

Compensatory Time Cap

Effective November 27, 2019, no employee shall have more than 480 hours of contractual time owed/days owed in their accrual banks. Employees with more than 480 hours in their contractual time bank as of November 27, 2019, will not lose the excess hours but cannot add to their time bank until such time as the bank drops below 480 hours.

At the City's option, the City may elect to pay an employee for their contractual time owed/days owed in his/her accrual bank in excess of 480 hours in connection with any individual being promoted. Payment of hours in excess of 480 will occur prior to the promotion.

ARTICLE 16
SPECIALTY ASSIGNMENTS

Section 16.1 B.C.I. (Bureau of Criminal Investigation)

When an Officer below the rank of Captain is permanently assigned as Head of B.C.I., said Officer, so long as the Officer remains in said assignment, shall receive extra compensation in the amount of \$800.00 in addition to his/her regular pay and Detective's increment.

Section 16.2 Detective Bureau

Officers regularly assigned to the Detective Bureau shall receive extra compensation at the rate of \$1,500 per year.

Section 16.3 On-Call Detective Pay

The weekly on-call detective shall receive a stipend of \$350 per week. Swaps shall be allowed provided there is no cost to the City and provided that the Officer-in-Charge is advised of the swap in advance.

ARTICLE 17
BEREAVEMENT LEAVE

An employee shall be granted bereavement leave under the following conditions:

- The Officer shall submit proof of relationship and death satisfactory to his/her department head, whereupon the Office shall be granted bereavement leave with full pay not to exceed five (5) regularly scheduled consecutive working days. Consecutive working days shall be construed as regularly scheduled working days, interrupted only by regularly scheduled days off. Such leave is not to extend more than two (2) days beyond the date of the funeral of the deceased relative, provided that the employee attends the funeral.
- For the purposes of this section, leave with pay shall be construed to mean spouse, father, mother, brother, sister, child, step-father, step-mother, step-child, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents, grandchild, domestic partner or a blood relative residing within the employee's household.

ARTICLE 18
SENIORITY

Section 18.1 Assignment Posting

1. No later than December 1st of each year, a list of all assignments for each rank shall be posted on the bulletin board in the police station. In addition, and at the request of the Union, a tangible instrument ("Bid Board"), which fairly represents the available positions and the number of Officers designated for such position for the upcoming year, as determined by the Chief, shall be utilized by a designated member of the Union to facilitate the Officers' preference for assignment. All Officers shall indicate their preference no later than December 20th of each year. The results shall be forwarded to the Chief of Police for approval no later than December 20th of each year.
2. All parties to the Agreement acknowledge the fact that unforeseen circumstances occurring with the bid period (December 1st to December 20th) may necessitate management's adjustment of staffing levels up or down on a particular Relief or in a particular Bureau or Unit. Should this occur, the preference process described above shall be utilized.
3. It is also agreed that the back-up positions of "Back-up Report Review Officer" and "Back-up Court Liaison Officer" shall be bid on a biennial process and the successful bidders shall be trained and shall remain available to fill those positions if there is a vacancy in the positions which they back up.
4. Insofar as possible and compatible with the needs of the Department, the Chief shall assign members to their preference on the basis of seniority as defined in Section 2 following any Officer who feels that seniority has not been considered in their assignment may submit their complaint as a grievance under the Grievance Procedure established by this Contract.
5. The Drug Suppression Officer, Criminal Investigation, Records Manager and Training Director Positions shall be bid on a biennial process. Officers interested in these positions shall indicate their preference to the Chief six (6) months prior to the end of the previously awarded bid. All Officers shall indicate their preference to the Chief in writing with a statement of the Officer's qualifications and reasons for bidding for the assignment no later than July 1st. The Chief shall use this information to determine what training is required. In addition, on June 20th, a "Bid Board" shall be used for such positions to be filled as the Chief determines. The results shall be forwarded to the Chief for approval by July 1st. The successful bidder shall be trained at the discretion of the Chief.
6. Positions bid on a biennial basis shall not be rebid during the two year assignment unless a vacancy in the position itself occurs. Requests for separation from the positions for all hardships will be at the discretion of the Chief with input from the Union.
7. Any vacancy that occurs outside of the annual shift bidding cycle shall be re-bid.

Article 18, Seniority, continued:

Section 18.2 Seniority List

- A Seniority List by rank, in addition to that set by Civil Service, shall be established by Agreement of the Parties administering this Agreement. The Seniority List so established shall govern in all matters under this Agreement except where adherence to the Civil Service Seniority is required by law. Both lists shall be brought up to date on January 1st of each year and immediately posted on the bulletin board at the Police Station.
- Departmental Seniority shall commence for each employee upon the date of his/her original appointment or promotion within rank and shall continue to accrue thereafter within that rank unless there has been a break in service of employment; reinstatement or lateral transfers pursuant to M.G.L. c. 31 shall be treated as an original appointment or promotion. In such a case, seniority shall be determined, for departmental seniority purposes only, by the date of said reinstatement or the effective date of the lateral transfer to the Fitchburg Police, as the case may be.

Section 18.3 Removal and Re-Bidding

An Officer may be removed from a previously awarded assignment for just cause. In the event of removal, the assignment shall be posted for re-bidding within seven (7) days from the date the Officer is removed. The assignment shall be awarded in accordance with the provisions applicable to annual bid assignments and shall be awarded within ten (10) days from the closure of the bids.

The Officer so removed shall not be permitted to re-bid the position the Officer is removed from, nor any other specialty assignment for a period of one (1) year from the date of removal. Subsequent vacancies caused by the removal or re-bidding shall be bid with the removed Officer filling the resulting final vacancy.

Any Officer who works six (6) regularly scheduled days in a row shall be credited with one (1) compensatory day off. Any Officer who works eight (8) regularly scheduled days in a row shall be credited with two (2) compensatory days off.

ARTICLE 19
RESERVATION OF RIGHTS AND EDUCATIONAL BENEFITS

Section 19.1 Civil Service Status

The employees covered by this Agreement shall retain such Civil Service Status rights and obligations as are set forth in the Civil Service Laws, Rules and Regulations now in effect, or which may come into effect by subsequent amendment in accordance with their provisions.

Section 19.2 Quinn Bill

Effective July 1, 2010, the City shall be responsible for the full amount of funding of education incentive payments to Police Officers eligible under M.G.L. c. 41, § 108L ("Quinn Bill"). All eligible Police Officers shall continue to receive their full education incentive payments pursuant to the Quinn Bill as the language in the statute existed on June 29, 2009, regardless of any legislative changes to the Quinn Bill by the General Court of the Commonwealth of Massachusetts, including but not limited to the General Court's repeal or revocation of the Quinn Bill. It is the Parties' intent that Police Officers that were receiving benefits under Section 108L prior to June 29, 2009, or who may qualify under this Provision in the future, shall continue to do so in the future, regardless of state action.

This education incentive shall be included and considered as base salary for purposes of calculating overtime, holiday pay and night differential. Officers hired on or after July 1, 2009 or not enrolled in an educational program for the purposes of participating in the career incentive pay program established pursuant to c. 41, §108L as of October 1, 2009, shall not be eligible for any Quinn Bill benefits. The term "eligible Police Officers" as used herein, shall mean Officers eligible to participate in the career incentive program established pursuant to Section 108L of chapter 41 of the General Laws, as amended by C. 120 of the Acts of 2009, Section 49, Line 8000-0040.

Article 19, Reservation of Rights and Educational Benefits, continued:

Section 19.3 Attendance Education/Training Programs

1. A Police Officer attending school at the request and/or direction of the Chief of Police and/or his/her designee shall have such attendance considered a days' work. If the day (s) of attendance is the Officer's day off, the Office shall be compensated by receiving another day off at the convenience of the department.
2. A Police Officer attending school at his/her own request shall, if such attendance occurs on his/her scheduled work day, have same considered a work day under the following conditions:
 - The course or seminar is beneficial to the department and not just to the individual Officer.
 - A sufficient number of officers are scheduled to work the shift that the Officer is regularly assigned to. Guidelines to follow are the same as the ones used in determining vacation and personal day's eligibility.
 - The request has the approval of the Chief and/or designee, and such approval will not be unreasonably denied.
3. A Police Officer attending school at his/her own request shall, if such attendance occurs on the Officer's scheduled day off, not be compensated by receiving another day's pay, with the following exceptions:
 - The course or seminar is offered by the Massachusetts Criminal Justice Training Council.
 - The Chief and/or his/her designee gives his/her approval for granting another day.
4. The Police Officer attending a course or seminar will be responsible for meals and transportation. The exception to transportation is where permission is granted by the Chief and/or designee to utilize a cruiser. If permission is not granted by the Chief and/or designee to use a cruiser, the Officer shall be compensated at the rate of twenty cents (\$.20) per mile for the use of his/her personal vehicle.

Section 19.4 Higher Education Incentive

All employees who have successfully acquired a certificate or diploma representing attainment of an Associate Degree in Criminal Justice and/or any other acceptable Criminal Justice /Law Enforcement degree (s), shall receive an amount equal to ten (10%) percent of the employee's annual base pay, paid annually on the last pay day in September.

Police Officers pursuing an Associate Degree and who have not attained one will be compensated at the following rate:

- Fifty dollars (\$50) per credit hour up to, but not to exceed, three thousand dollars (\$3,000) to be paid annually on the last day in September until the degree has been earned.
- Credit hours shall be paid for any course the institution of higher education accepts toward earning the Criminal Justice correlated degree.
- New Officers, hired after July 1, 2012, shall not receive compensation for their earned degree or any credits toward their degree until they have completed their sixth year of service to the Fitchburg Police Department.
- The educational incentive hereunder shall be included and considered as base salary for purposes of calculating overtime, holiday pay and night shift incentive.
- No Officer currently receiving compensation as a result of the former "Quinn Bill" will be eligible for this new benefit.

ARTICLE 20
FAMILY AND MEDICAL LEAVE ACT
{Amended FY20 – FY22}

The City and the Union agree to abide by the provisions of the 1993 Family and Medical Leave Act. All eligible employees are entitled to up to twelve (12) weeks of unpaid leave for certain family and medical reasons. Employees are eligible if they have worked for the City for at least one (1) year and 1,250 hours over the previous twelve (12) months.

Unpaid FMLA Leave must be granted for any of the following reasons:

- To care for the employee's child after birth or placement for adoption or foster care.
- To care for the employee's spouse, son, daughter or parent who has a serious health condition.
- For a serious health condition which makes the employee unable to perform his/her job duties and/or tasks.

In accordance with past practice, the City allows, at the option of the employee, the use of paid leave time during the FMLA absence including accumulated Sick Leave, Vacation Leave and Personal Leave.

During the FMLA period, employees are required to continue paying required co-payments for health insurance. If the employee is unable to continue the co-payments during the FMLA Leave absence, a written pay-back arrangement shall be made between the employee and the City. If the employee does not return from the FMLA absence, the total premium payment for health insurance during the leave period shall be payable by the employee.

ARTICLE 21
AMERICANS WITH DISABILITIES

The City and Union recognize its responsibility to abide by the mandates of the Americans with Disabilities Act of 1991. The Parties shall make reasonable accommodations for employees who are covered under the mandates of the Act provided that these accommodations shall not interfere with the effective, efficient management of the department. No employee shall be discriminated against because of a disability as defined by the Act. No employee shall be discriminated against for exercising the employee's rights under the Act.

ARTICLE 22
LEAVES OF ABSENCE
{Added FY20 – FY22}

Parental Leave

Qualifying employees shall be permitted to use up to eight (8) weeks of unpaid leave for the purpose of giving birth or for the placement of a child under the age of eighteen (18) or age twenty-three (23) if the child is mentally or physically disabled, for adoption. Employees are entitled to Parental Leave, provided the following:

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

ARTICLE 23
NO STRIKE CLAUSE

The Union agrees that during the term of this Agreement, neither the Union, its Officers nor any member will engage in, encourage, sanction, support or suggest any strike, slowdowns, mass absenteeism or other similar actions which would involve suspension of or interference with the normal work of the Department or of any other City Department.

In the event that the Association members participate in such activities in violation of this provision, the Association shall notify those members so engaged to cease and desist from such activities, and shall instruct such members to return to their normal activities. Any employee participating in these prohibited activities may be discharged by the City.

ARTICLE 24
WAIVER

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

The failure of the Employer or the Union to insist, in any one or more situations, upon performance of any of the terms or provisions of this Agreement, shall not be considered as a waiver or relinquishment of the right of the Employer or the Union to future performance of any such terms or provisions, and the obligations of the Union or the members to such future performance for non-Quinn Bill eligible Officers.

ARTICLE 25
AMENDMENTS OF THE CONTRACT

This Contract may not be amended except by mutual agreement of the Parties in writing.

ARTICLE 26
DURATION

This contract, unless otherwise indicated, shall be effective from July 1, 2019 and shall remain in full force and effect up to and including June 30, 2022.

Either Party may, no earlier than January 1, 2019 or no later than February 21, 2019, give written notice to the other of its desire to extend or revise this Agreement for the period to commence July 1, 2022. This Agreement shall remain in full force and effect during the collective bargaining process or until the new Agreement is reached, except that it may not remain in effect longer than one (1) year from the first day of July 2019, unless mutually agreed to in writing.

ARTICLE 27
REPRODUCTION OF AGREEMENT

The City agrees to supply the Union with an electronic version of this Agreement. It shall be the Union's responsibility to disseminate the same to all of its membership. The City shall supply the Union with ten (10) printed copies of this Agreement.

ARTICLE 28
PROTECTION

The City agrees to accept the provisions of M.G.L. Chapter 41, §100 (Indemnification) and §100A (Indemnification) for damages incurred on account of injuries arising out of operation of publicly owned vehicles, machinery, etc.

ARTICLE 29
DISCIPLINE
{Amended FY20 – FY22}

Statements of counseling and reprimands may be kept in an employee's personnel file, however, statements of counseling may not be used for employment purposes (including but not limited to progressive discipline) after five (5) years from the date of issue and reprimands may not be used for employment purposes (including but not limited to progressive discipline) after ten (10) years from the date of issue, so long as it is not a violation of law.

ARTICLE 30
TABLE OF ORGANIZATION

The Parties agree to continue discussions regarding implementation of a table of organization and, absent mutual agreement, any such table shall not be construed as a minimum manning requirement in any respect.

ARTICLE 31
CIVILIAN POLICE DISPATCHERS

Section 31.1 Dispatching

The City may open a civilian dispatch operation at its discretion, either partially or fully, on a regional or local basis. No further decision or impact bargaining shall be required before the City switches to using any civilian dispatchers. The City shall provide the Union with two (2) weeks' prior notice before any changes using civilian dispatchers are implemented.

Section 31.2 Dispatching Differential

Upon full implementation of civilian dispatchers, any Officer ordered to perform dispatch duties shall be compensated at a rate of twenty-five dollars (\$25) per shift.

ARTICLE 32
GLOBAL POSITIONING SYSTEM(GPS)

A. Purpose

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

B. Discipline

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

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

Article 32, GPS, continued:

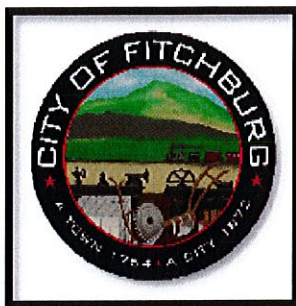
Any minor infraction, such as "idling, "off-route" and "unauthorized use" that in any part is verified by the use of GPS will not count as a first offense for the purposes of progressive discipline until the Officer has received at least one warning. Such infraction will result in counseling of the employee by management. Repeat offenders for minor infractions will be subject to progressive discipline. In contrast, significant or major infractions may result in discipline for the first offense.

C. Information

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

D. Evaluation

The Parties agree to meet on an ongoing basis to discuss the implementation and use of the GPS system. The Union agrees that the City has fulfilled any bargaining obligation it may have had regarding the implementation of GPS.




In witness thereof, the Parties hereto cause this instrument to be executed in their names and on their behalf by the duly authorized Officers thereto this 17th day of December in the year 2021.

For the City of Fitchburg



Mayor Stephen L. DiNatale



Susan A. Davis
Director of Human Resources




Ernest F. Martineau
Chief of Police

For Fitchburg Police Union



Robert J. Raboin
President



Antwain C. Tobin
Vice President



Christopher K. Bellofatto
Secretary



Daniel K. Bellofatto
Negotiating Team Member



Jude H. Chabot
Negotiation Team Member



Christopher T. Garcia
Negotiation Team Member



APPENDIX A
CITY OF FITCHBURG/FITCHBURG POLICE UNION
WAGE SCHEDULE
FY20 - FY22

POSITION	07.01.2019	07.01.2020	07.01.2021	01.01.2022
Lieutenant 4th Step/25Y	1622	1655	1655	1727
Lieutenant	1508	1539	1539	1606
Sergeant 4th Step/25 Y	1410	1439	1439	1501
Sergeant	1311	1338	1338	1396
Patrol Officer 4th Step/25Y	1204	1229	1229	1282
Patrol Officer Step 3 (1 year Step)*	1120	1143	1143	1193
Patrol Officer Step 2 (1 year Step)*	1061	1083	1083	1112
Patrol Officer Step 1 (1 year Step)*	1012	1033	1033	982

*Patrol Officers/Steps 1 - 3 advance to the next step/rate only after serving for 1 calendar year within their current step, based upon their date of hire.

Patrol Officers advance to Step 4 upon completion of their 25th continuous and consecutive year of service.