



MEMORANDUM OF AGREEMENT

Between the
CITY OF FITCHBURG, MA

And the

**AMERICAN FEDERATION of STATE, COUNTY and MUNICIPAL EMPLOYEES (AFSCME)
AFL - CIO
COUNCIL 93/LOCAL 2034
May 17, 2022**



The City of Fitchburg (the "City") and the American Federation of State, County and Municipal Employees (AFSCME), AFL – CIO, Council 93, Local 2034, ("Union"), collectively referred to as the "Parties," have concluded negotiations over changes to the terms for the successor Collective Bargaining Agreement between the Parties covering the period of fiscal years July 1, 2021 through June 30, 2021 and agree to extend their 2021 Collective Bargaining Agreement ("CBA") from July 1, 2021 through June 30, 2023, in all respects, except as modified by this Memorandum of Agreement. All changes shall become effective as of the date specified or effective as of the date of this Agreement should no date be specified. The Parties agree to the following modifications:

- 1. Article 2, Effective Date of Agreement, pg. 4**
 - a. Change effective dates to July 1, 2021 to June 30, 2024.
- 2. Article 18.5, Wages, pg. 11**
 - a. A 2.5% wage increase shall become effective July 1, 2021;
 - b. A 2.5% wage increase shall become effective July 1, 2022 and;
 - c. A 2.0% wage increase shall become effective July 1, 2023.
 - d. Amend date in sentence #4 from July 1, 2017 to July 1, 2021.

Amend last paragraph on page 11 of current CBA as follows:

- a. Steps 1 and 2 have been eliminated from the current wage matrix and new Steps 12 and 13 have been added. Steps have been renumbered so that the first 5 steps remain as 1 year steps.
- b. All employees' current steps have been renumbered accordingly. Employees shall receive step increases as previously scheduled.
- c. The new wage matrix appears as **Appendix A** of this Agreement.
- d. Wages will be retroactive to July 1, 2021, unless specifically provided for.

All language in this paragraph shall be in effect for the term of this contract only. Said language will be removed from the contract when a successor agreement is negotiated.

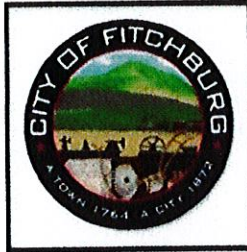
- 3. Article 19, Holidays, pg. 12**
 - a. Add Juneteenth to the holiday matrix.
- 4. Article 20, Leaves of Absence, Section 20.6.1, paragraph B, Utilization, pg. 14**
 - a. Move last sentence of item #2 to new #3 under current section.
- 5. Article 20, Leaves of Absence, Section 20.6.2, Sick Leave Personal Days, pg. 1**
 - a. Add new paragraph #3, entitled "Utilization", as follows:
 - i. Personal time may be utilized only in increments of three and one-half (3.5) hours or more.
- 6. Appendix C, Education Fee Agreement**
 - a. Revise current Agreement as attached. Revisions appear in red text.

7. Ratification and Approval

- a. This MOA is subject to the ratification of the Union and Approval by the City Council. This 3-year MOA is subject to the 1-year MOA being ratified and approved by the Parties.

***APPENDICES:**

1. **APPENDIX A:** Wage Matrix
2. **APPENDIX C:** Employee Fee Agreement/Training Conditional Waiver



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

In witness whereof, the Parties hereto set their hands and seals on this 31st day of **May 2022**.

City of Fitchburg:



Mayor Stephen L. DiNatale




Susan A. Davis
Director of Human Resources

**American Federation of State, County and Municipal Employees
(AFSCME/Council #93/Local 2034):**



Kelly Arsenault
President

Sharon Tardiff
Negotiation Team Member



Robin Viola
Negotiation Team Member



Wendy Timmons
Staff Representative, AFSCME/Council #93/Local 2034



APPENDIX A
CITY OF FITCHBURG AFSCME/LOCAL 2034/CLERICAL
WAGE SCHEDULE
FISCAL YEARS 2022 - 2024

			1	1	1	1	1	2	2	2	2	2	2	2	2
	Years in Step														
	Old Step#		3	4	5	6	7	8	9	10	11	12	13		
	New Step#		1	2	3	4	5	6	7	8	9	10	11	12	13
Grade	Title														
1	Clerk	7/1/2021	714	734	757	778	804	829	853	879	907	934	964	993	1023
	Clerk & Typist	7/1/2022	732	753	776	798	825	850	875	901	930	958	989	1018	1049
		7/1/2023	747	769	792	814	842	867	893	920	949	978	1009	1039	1070
2	Clerk & Stenographer	7/1/2021	765	789	814	837	863	889	917	945	973	1003	1034	1066	1098
		7/1/2022	785	809	835	858	885	912	940	969	998	1029	1060	1093	1126
		7/1/2023	801	826	852	876	903	931	959	989	1018	1050	1082	1115	1149
3	Senior Clerk	7/1/2021	797	822	846	870	898	925	953	982	1012	1043	1076	1109	1143
	Senior Clerk & Typist	7/1/2022	817	843	868	892	921	949	977	1007	1038	1070	1103	1137	1172
		7/1/2023	834	860	886	910	940	968	997	1028	1059	1092	1126	1160	1196
4	Senior Clerk, COA	7/1/2021	813	836	861	887	916	945	973	1003	1034	1065	1097	1130	1164
	Senior Clerk & Stenographer	7/1/2022	834	857	883	910	939	969	998	1029	1060	1092	1125	1159	1194
		7/1/2023	851	875	901	929	958	989	1018	1050	1082	1114	1148	1183	1218
5	Bookkeeper	7/1/2021	865	893	920	949	976	1006	1038	1068	1100	1133	1167	1203	1240
		7/1/2022	887	916	943	973	1001	1032	1064	1095	1128	1162	1197	1234	1271
		7/1/2023	905	935	962	993	1022	1053	1086	1117	1151	1186	1221	1259	1297
6	Principal Clerk	7/1/2021	889	917	946	972	1002	1032	1063	1095	1130	1164	1199	1235	1273
	Principal Clerk & Secretary	7/1/2022	912	940	970	997	1028	1058	1090	1123	1159	1194	1229	1266	1305
		7/1/2023	931	959	990	1017	1049	1080	1112	1146	1183	1218	1254	1292	1332
7	Senior Accounting Clerk	7/1/2021	921	950	977	1008	1041	1071	1102	1136	1170	1206	1242	1280	1319
		7/1/2022	945	974	1002	1034	1068	1098	1130	1165	1200	1237	1274	1312	1352
		7/1/2023	964	994	1023	1055	1090	1120	1153	1189	1224	1262	1300	1339	1380
8	Principal Clerk & Stenographer	7/1/2021	969	998	1029	1061	1092	1126	1160	1195	1233	1269	1307	1347	1388
		7/1/2022	994	1023	1055	1088	1120	1155	1189	1225	1264	1301	1340	1381	1423
		7/1/2023	1014	1044	1077	1110	1143	1179	1213	1250	1290	1328	1367	1409	1452
9	Head Clerk	7/1/2021	1017	1050	1079	1113	1148	1182	1217	1255	1292	1331	1372	1414	1457
	Principal Accounting Clerk	7/1/2022	1043	1077	1106	1141	1177	1212	1248	1287	1325	1365	1407	1450	1494
		7/1/2023	1064	1099	1129	1164	1201	1237	1273	1313	1352	1393	1436	1479	1524
10	Accounting Administrator	7/1/2021	1062	1097	1128	1163	1201	1236	1273	1312	1350	1391	1433	1476	1521
	Senior Head Clerk	7/1/2022	1089	1125	1157	1193	1232	1267	1305	1345	1384	1426	1469	1513	1560
		7/1/2023	1111	1148	1181	1217	1257	1293	1332	1372	1412	1455	1499	1544	1592

APPENDIX C
AFSCME/Local 2034
Employee Fee Agreement
Training and Educational Fees
Conditional Waiver

Agreement made this _____ day of _____, 20____, by and between the City of Fitchburg, Massachusetts, acting by and through the appointing authority and Employee _____.

For good and valuable consideration, the receipt and sufficiency which are hereby acknowledged, the City and the Employee as follows:

The City agrees to assume and be responsible for the payment of any and all fees related to departmentally approved classes required for obtaining licenses and/or certifications related to the Employee's position with the City, provided the Employee remains in the employ of the City of Fitchburg for a period of two (2) years.

Should said Employee request to voluntarily leave employment with the City of Fitchburg within two (2) years **after enrolling in and/or attending or completing said class and such payment or any portion thereof, has been made by the City**, s/he shall be responsible to reimburse the City the full sum of any and all fees related to said class. Said sum may be deducted from any severance monies or final pay due at the completion of City of Fitchburg employment. Should said severance monies or final pay be insufficient to cover the amount due in total, the Employee will individually be responsible for the remainder of the balance.

By signing below, I acknowledge that a withholding, in the amount of \$_____, will be deducted from my last paycheck from the City of Fitchburg. I understand that if there is not a sufficient amount in said paycheck to cover any fees I may be owe as set forth above, I am responsible to pay the outstanding balance to the City of Fitchburg.*

When unusual situations arise that leads to departure of the employee, the employee's Department Head and the Director of Human Resources reserve the right to have the final decision administering this agreement.

Executed as a sealed instrument.

Employee

PRINT Last, First, Name

Employee Signature

Witness

PRINT Last, First Name

Witness Signature

Department and/or Division Head

PRINT First, Last Name

Department and/or Division Head Signature

*This form is not required for employees who are retiring from the City's employ within 2 years of obtaining any required licensure renewal.