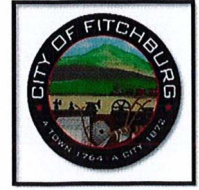


**MEMORANDUM OF AGREEMENT**  
Between the  
**CITY OF FITCHBURG, MA**  
And the  
**FITCHBURG ASSOCIATION OF MANAGERS,  
ADMINISTRATORS AND SPECIALTY SKILLS GROUP**  
**January 30, 2020**



**1. Collective Bargaining Agreement**

1. Reorganize current CBA in order to consolidate articles, e.g. combine all leave of absence types into 1 Article.
2. Create subsections within articles where appropriate.
3. Create Preamble section.
4. Move Article 23, Duration, to beginning sections of CBA.
5. FAMASS will receive draft copy of revised CBA for review and approval prior to completion of negotiations.

**2. Article 1, Recognition, p. 4**

1. Add "DPW Administrations Coordinator" position to list.
2. Add "Employee Benefits Coordinator" to list
3. Add the following to the list of positions:
  - a. Buyer
  - b. Community Development Coordinator
  - c. Substance Abuse Prevention Coordinator
  - d. WWT Administrations Coordinator
4. Remove "Worker's Compensation Analyst" from list, as Worker's Comp has been moved to the Human Resources Department, as of July 2018. Position to remain on FAMASS roster.
5. Administrative Assistant/Rec: Move to Clerical Union, eliminate position from FAMASS roster.

**3. Article 2, Non-Discrimination, p. 4**

1. Eliminate "or collective bargaining activity" from end of sentence.

**4. Article 3, Protection for Concerted Activities, p. 4**

1. Add "or collective bargaining activity" to end of sentence.

**5. Article 4, Agency Service Fee, p. 4**

1. Eliminate article in its entirety.
2. Replace with: **Article 4, Payroll Deduction For Union Dues**

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 the check with the City to determine payroll deductions for union dues, s/he shall have access to such information.

**6. Article 5, Use of City Facilities, p. 5**

- 1. Change name of article to "Use of City Meeting Space."

**7. Article 6, Business Leave, p. 5**

- 1. Change name of article to "Collective Bargaining Meetings. "
- 2. Add a new paragraph to the Article as follows:

**Union Meetings**

Upon a minimum of twenty-four (24) hours' notice to the Department Head and/or his/her designee, s/he shall grant leave of absence without loss of pay or benefits to the member(s) of the Union's bargaining committee, for the purpose of meeting to discuss proposed Contract Negotiations.

**8. Article 8, Bereavement Leave**

*Eliminate section and replace with the following:*

Bereavement leave shall be granted to members of the Association without loss of pay as outlined below. In certain circumstances, the member's Department Head and/or Mayor and/or his/her designee may grant such leave and/or additional days at his/her discretion. At the option of the Employer, proof of loss may be required.

**A. Immediate Family Members**

In the event of the death of a member of the employee's immediate family, as defined below, five (5) days' leave shall be granted to such employee.

- a. Immediate family members shall include: parent, step-parent, spouse or domestic partner, child, step-child, sibling, step-sibling, grandparent, grandchildren, step-grandchildren, father-in-law, mother-in-law, sister-in-law, brother-in-law, other parent of the member's minor child (under age eighteen) or a blood relative residing within the said member's household.

**B. Extended Family Members**

In the event of the death of a member of the employee's extended family, as defined below, three (3) days' leave shall be granted to such employee.

- a. Extended family members shall include: a niece or nephew, first cousin, aunt, uncle, brother-in-law of spouse, sister-in-law of spouse or grandparent of spouse/domestic partner.

**C. FAMASS Employees**

In the event of the death of an employee or retiree who was a member of FAMASS, two (2) members of FAMASS shall be granted leave to attend the funeral.

Bereavement leave, as stated above, shall be in addition to and not charged against regular accrued sick, vacation or personal leave accrued balances.

**9. Article 10, Sick Leave, p. 6**

*Eliminate paragraph 1 and replace with the following:*

- a. All members, except new members, shall be granted sick leave in the amount of fifteen (15) days on January 1 of each year. This time will be added to any previously accrued sick time.
- b. New members whose hire date falls between January and June shall be entitled to one and one-quarter (1¼) days of sick leave per month to be accumulated on an aggregate basis, beginning one (1) month from the date of hire until the end of such calendar year. Thereafter, accrual shall be in accordance with Section A, as provided for above.
- c. New members whose hire date falls between July and December shall be entitled to one and one quarter (1¼) days of sick leave per month to be accumulated on an aggregate basis, beginning one (1) month from the date of hire until his/her six (6) month anniversary, at which point the remainder of the fifteen (15) days minus any sick leave which the employee has received since January of the current calendar year shall be credited. Thereafter, accrual shall be in accordance with Section A, as provided for above.

**10. Article 10, Sick Leave, Sick Leave Bank, p. 7**

**A. Establishment**

***Eliminate following language in current contract:***

The City and the Association agreed to establish after January 1, 2001, a Sick Leave Bank ("the Bank") program for cases of serious and/or protracted illness.

***Replace with:***

"The Parties agreed to establish a Sick Leave Bank ("the Bank") program after January 1, 2001, for cases of serious and/or protracted illness."

**B. Member Participation/Eligibility Requirements**

Members of the bargaining unit shall be eligible to participate in the Bank as follows:

- I. Participation, i.e., donating sick days in this program, will be at the voluntary discretion of the member; only members who have contributed to the Bank shall be eligible to receive Sick Leave time from the Bank;
- II. Any new participating member shall contribute five (5) days to the Bank;
  - i. To be eligible, the member must have completed eighteen (18) months of employment with the City and must have a minimum of twenty (20) days of accumulated sick leave at the time of enrollment;
- III. Members who wish to participate in the Bank must provide thirty (30) days written notice of his/her intent to participate to his/her supervisor. Such written notice shall be required and received prior to participation and/or utilization of the Bank;
- IV. A 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 from participation, no sick days shall be returned to the employee.

**C. Administration of Bank and Terms of Employee Utilization**

- I. The Bank shall be administered by a Committee of five (5) people of whom shall consider the eligibility of members who shall be able to draw from the Bank. The Committee will be comprised of two (2) members appointed by the Association, two (2) members appointed by the Mayor's office, with the fifth member being the Director of Human Resources.
- II. The following criteria shall be used by the Committee in determining the eligibility of a member to draw days from the Bank and to determine the amount of time drawn:
  - i. Members must have used all of his/her accumulated sick days, vacation days, personal days and other benefits prior to receiving any consideration;
  - ii. Any employee covered by this Agreement shall not be eligible to utilize the Bank during any period in which s/he is receiving Worker's Compensation benefits.
  - iii. Member must submit, in writing, competent and timely evidence that a request for Sick Leave Bank days is necessary to benefit the member who suffers from uncommon, life threatening or serious lengthy illness;
  - iv. A member's prior utilization of sick leave shall be examined in detail;
  - v. Upon compliance with the aforementioned criteria, the Committee may issue a grant of leave time days from the Bank for up to thirty (30) days at a time. If more days are needed, the Member may petition the Committee for additional days, not to exceed one hundred (100) days in any twelve (12) month period;
  - vi. The per diem value of each sick day shall be one-fifth (1/5th) of the requesting employee's regular weekly pay.

**D. Bank Reserve Requirements and Member Donations**

- I. The Bank shall maintain a minimum fifty (50) days in reserve. Should the number of days fall below fifty (50), each participating member shall be required to contribute an equal number of days until the required minimum number of days has been achieved;
  - i. The total number of days held in reserve shall not exceed four hundred (400) days;

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

- II. Members shall not forfeit earned personal time for donating sick leave days to the Bank;
- III. An employee may donate eight (8) days to the Bank once per calendar year and shall be eligible to receive two (2) additional bonus personal days. Such bonus days shall not be eligible for buyback purposes.

**11. Article 12, Education Incentive, p. 7**

- 1. Eliminate grade of "C+" and replace with "B."
- 2. Add the following to the Article:

Employees are required to sign an Employee Fee Agreement related to reimbursement of training costs regarding uncompleted training, unsatisfactory or non-passing grade, or separation from employer within one (1) year. Employees must sign such Agreement before approval for such training, course, etc. shall be granted. This form appears as **Appendix A** of this Agreement.

**12. Article 14, Group Insurance, p. 8**

- 1. Rename Article to "Health and Welfare."
- 2. Combine bullet points #2 and #4;
- 3. #4: Replace "City's Chapter 32B Insurance Advisory Committee" with "Public Employee Committee (PEC)";
- 4. Add a new section related to Worker's Compensation:

**Workers Compensation:**

The City agrees to fully cooperate and comply with all local, state and federal Worker's Compensation laws. At the option of the employee, the City will calculate, process and include the difference between the Worker's Compensation amount and the employee's regular base bi-weekly pay in accordance with the City's bi-weekly payroll processes and policies. The equivalent amount of time shall be deducted from the employee's accrued vacation, personal or sick time. If the employee chooses to use sick time to offset the Worker's Compensation amount, s/he will not accrue personal time during such period.

If the City or the Department of Industrial Accidents recognizes liability, an employee shall not lose seniority, vacation or sick leave accrual or other benefits while on Workers Compensation, provided the same is due and payable. However, in no event should sick leave, personal or vacation leave accrue after the first year of absence. The employee shall not lose seniority, however, s/he will not accrue seniority beyond the first year of the Worker's Compensation period.

- 5. Eliminate bullet point #5 from existing contract and replace with the following language:

**Replacement of Eyeglasses**

In the event that an employee's prescription and/or corrective eyeglasses are broken during the normal performance of his/her job related duties, the City will pay for the replacement or repair of said eyeglasses, as follows:

- a. The claim for such reimbursement must include receipts from the eye care provider which reflect the original cost of said repair and/or replacement cost;
- b. The replacement cost for eyeglasses shall not include the cost of any eye examination or contact lenses and must be comparable to the cost of the damaged eyeglasses;
- c. The City shall not be held responsible for the replacement or repair of eyeglasses due to the employee's negligence;
- d. The employee must provide reliable proof of damage or loss occurred during the course of his/her employment duties, which is satisfactory to the Director of Human Resources;
- e. Employees shall notify his/her Department Head for the loss and/or repair of eyeglasses and shall complete the appropriate reimbursement forms, as required.

**13. Article 16, Vacation, p. 9**

1. Move language in paragraph 2 to appear after the month of hire chart.
2. Change "Years of Service" chart to read 1 through 4, 5 through 9, 10 through 14 and 15 or more.

**14. Article 17, Longevity, p. 10**

1. Add "Continuous" before "Years of Service" in the Longevity Table.

**15. Article 18, Wages and Salary, p. 10**

**A. Wages**

1. A 0% wage increase shall become effective July 1, 2019;
2. A 1% wage increase shall become effective July 1, 2020 and
3. A 2% wage increase shall become effective July 1, 2021.

**B. Wage Matrix**

1. Grades six (6) and seven (7) have been eliminated from the wage matrix (see attached Appendix B).
2. Position grades on the existing matrix were realigned, where applicable and appropriate, to achieve equitable and logical placement, based upon the position's required levels of responsibility, educational requirements and/or required years of experience.
3. Member employees shall receive a Step Increase, effective July 1, 2019.
4. There will be no change to the employee's existing step increase schedule.
5. All wages will be retroactive to July 1, 2019.
6. The position of Recreation Administrative Assistant shall be removed from the Bargaining Unit and Unit roster and transferred to the AFSCME/Clerical Union.
7. Remove employee names and step information from Appendix A. Revised appendix will list position grade and title only and will continue to list "Open Positions" within the Bargaining Unit. (see attached)

**C. Direct Deposit**

All employees covered by this Agreement are required to participate in direct deposit for payroll processing requirements. In the future and after the City upgrades the accounting/payroll system, the City will implement an electronic online employee time management system for all members. The system will manage hours worked, vacation, sick and personal time.

**16. Article 19, Maintenance of Benefits, p. 11**

1. Revise sentence #2 to read: "Employees who work 1,000 hours or more per year..."

**17. Article 23, Duration, p. 12**

1. Move article to beginning sections of CBA.
2. Replace "July 1, 2016" with "July 1, 2019."
3. Replace "June 30, 2019" with "June 30, 2022."

**18. Article 25, Clothing Allowance, p. 13**

- a. **Eliminate** the language in the existing CBA;
- b. **Replace** with the following:
  1. The clothing allowance stipend, paid on an annual basis to current, eligible employees, holding City positions as listed on **Appendix D** of this Agreement, shall be in the amount of Six Hundred Dollars (\$600). Payments of said stipend shall be made collectively, in the last payroll period in October. Said payment shall not be subject to retirement accrual.
  2. An employee holding the position of Parking Control Supervisor shall receive a clothing stipend as follows:
    - The Parking Control Supervisor shall receive his/her clothing allowance stipend within thirty (30) days of hire. The aforementioned annual stipend shall be prorated on a monthly basis for each month prior to October 15<sup>th</sup> of the employee's first year of hire. Thereafter, such stipend shall be paid in accordance with Section 1, as stated above.

**Article 25, Clothing Allowance, continued:**

3. A current, eligible employee on any type of extended leave of absence, including leave due to a work injury, for any period of six (6) or more months prior to October 15<sup>th</sup>, shall not be eligible for such stipend. However, should such employee subsequently return to work, s/he shall be eligible to receive a prorated payment, to be calculated on a monthly basis.
4. **Revise** Appendix D/Clothing Allowance, p. 21, as follows:
  - a. Remove Assessor position;
  - b. Remove Superintendent of Cemeteries position;
  - c. Add Assistant WWTF Superintendent (new position).

**19. New Article, Reimbursable Expenses**

1. The following language shall be added as a new Article within the CBA:

Upon Department Head approval and the submission of proper copies of all relevant invoices, receipts or other evidence reasonably requested by the City, the City shall reimburse employees covered under this Agreement for any licenses, association memberships, renewals or similar expenses incurred for the benefit of, or on behalf of, the City by the employee.

**20. New Article, Telephone Usage Policy**

*{Added FY18 – FY20}*

1. Add new Article and following language:

All employees covered by this Agreement shall receive the Telephone Usage policy and shall be required to sign an acknowledgment of receipt and understanding of said policy.

**21. Add the following to new "Leaves of Absence" Article:**

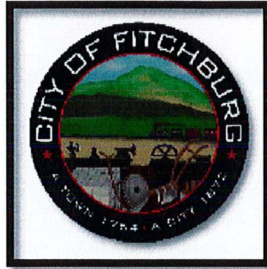
1. **FAMILY MEDICAL LEAVE ACT (FMLA)**

The City agrees to fully cooperate and comply with all local, state and federal laws related to the Family Medical Leave Act.

2. **PARENTAL LEAVE**

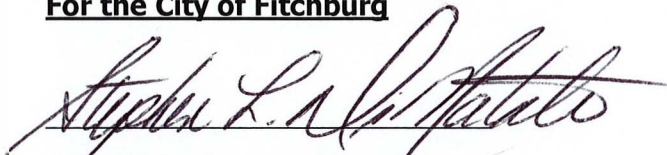
The Parental Leave Act expands the current maternity leave law, pursuant to M.G.L. c. 149, §105D. This gender neutral law provides up to eight (8) weeks of unpaid leave for the purpose of giving birth or for the placement of a child under the age of eighteen (18) or age twenty-three (23) if the child is mentally or physically disabled, for adoption. Both men and women are entitled to Parental Leave, provided the following:


- Such Leave shall apply to employees, classified as full time and benefited only and who have completed at least three (3) months of her/his required probationary period.
- Such Leave shall be unpaid, unless the employee chooses to use accrued personal, sick or vacation leave.
- Said employee must provide a two (2) week notice of departure seeking such Parental Leave and the employee's intention to return or as soon as is 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).
- The City shall comply with all local, state and federal laws related to the Parental Leave Act.



In witness thereof, the parties hereto, and to another instrument of like tenor, set their hands and seals this 30th day of January 30, 2020.

**For the City of Fitchburg**

  
**Mayor Stephen L. DiNatale**



**Susan A. Davis**  
Director of Human Resources

**For FAMASS**

  
**Trevor Bonilla**  
President, FAMASS

  
**Nicholas Erickson**  
Negotiation Team Member

  
**Amanda Alford**  
Negotiation Team Member

**Fitchburg Association of  
Managers, Administrators and**

***FAMASS***

**Specialty Skills Group**

**APPENDIX A**  
**FAMASS**  
**Employee Fee Agreement**  
**Training and Educational Fees**  
**11.25.2019**

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 one (1) year.

Should said Employee request to voluntarily leave employment with the City of Fitchburg within one (1) year **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 First, Last Name

\_\_\_\_\_  
Employee Signature

**Witness**

\_\_\_\_\_  
PRINT First, Last Name

\_\_\_\_\_  
Witness Signature

**Department and/or Division Head**

\_\_\_\_\_  
PRINT First, Last Name

\_\_\_\_\_  
Department and/or Division Head Signature



**APPENDIX B  
FAMASS WAGE MATRIX  
FY20 - FY22**

		Fiscal 2020				Effective July 1, 2019											
<b>0.00%</b>																	
YEARS	2	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	

		Fiscal 2021				Effective July 1, 2020											
<b>1.00%</b>																	
YEARS	2	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	\$1,573	\$1,653	\$1,734	\$1,818	\$1,910	\$2,004	\$2,075	\$2,148	\$2,221	\$2,301	\$2,382	\$2,465	\$2,552	\$2,638	\$2,721	\$2,804	
14	\$1,406	\$1,476	\$1,550	\$1,626	\$1,707	\$1,792	\$1,855	\$1,918	\$1,986	\$2,055	\$2,130	\$2,202	\$2,282	\$2,355	\$2,434	\$2,506	
13	\$1,269	\$1,331	\$1,398	\$1,466	\$1,541	\$1,618	\$1,672	\$1,729	\$1,792	\$1,855	\$1,918	\$1,987	\$2,057	\$2,128	\$2,195	\$2,262	
12	\$1,131	\$1,187	\$1,245	\$1,308	\$1,371	\$1,441	\$1,511	\$1,565	\$1,620	\$1,674	\$1,735	\$1,796	\$1,860	\$1,918	\$1,983	\$2,043	
11	\$1,031	\$1,080	\$1,134	\$1,190	\$1,249	\$1,293	\$1,339	\$1,384	\$1,437	\$1,481	\$1,537	\$1,588	\$1,648	\$1,699	\$1,757	\$1,810	
10	\$973	\$1,022	\$1,070	\$1,125	\$1,180	\$1,224	\$1,265	\$1,308	\$1,355	\$1,402	\$1,452	\$1,502	\$1,556	\$1,605	\$1,660	\$1,710	
9	\$857	\$892	\$928	\$963	\$1,003	\$1,042	\$1,078	\$1,117	\$1,154	\$1,193	\$1,235	\$1,277	\$1,325	\$1,365	\$1,410	\$1,454	
8	\$800	\$831	\$863	\$900	\$933	\$971	\$1,008	\$1,044	\$1,080	\$1,118	\$1,155	\$1,197	\$1,240	\$1,278	\$1,323	\$1,362	

		Fiscal 2022				Effective July 1, 2021											
<b>2.00%</b>																	
YEARS	2	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	\$1,605	\$1,687	\$1,769	\$1,855	\$1,949	\$2,045	\$2,117	\$2,191	\$2,266	\$2,348	\$2,430	\$2,515	\$2,604	\$2,691	\$2,776	\$2,861	
14	\$1,435	\$1,506	\$1,581	\$1,659	\$1,742	\$1,828	\$1,893	\$1,957	\$2,026	\$2,097	\$2,173	\$2,247	\$2,328	\$2,403	\$2,483	\$2,557	
13	\$1,295	\$1,358	\$1,426	\$1,496	\$1,572	\$1,651	\$1,706	\$1,764	\$1,828	\$1,893	\$1,957	\$2,027	\$2,099	\$2,171	\$2,239	\$2,308	
12	\$1,154	\$1,211	\$1,270	\$1,335	\$1,399	\$1,470	\$1,542	\$1,597	\$1,653	\$1,708	\$1,770	\$1,832	\$1,898	\$1,957	\$2,023	\$2,084	
11	\$1,052	\$1,102	\$1,157	\$1,214	\$1,274	\$1,319	\$1,366	\$1,412	\$1,466	\$1,511	\$1,568	\$1,620	\$1,681	\$1,733	\$1,793	\$1,847	
10	\$993	\$1,043	\$1,092	\$1,148	\$1,204	\$1,249	\$1,291	\$1,335	\$1,383	\$1,431	\$1,482	\$1,533	\$1,588	\$1,638	\$1,694	\$1,745	
9	\$875	\$910	\$947	\$983	\$1,024	\$1,063	\$1,100	\$1,140	\$1,178	\$1,217	\$1,260	\$1,303	\$1,352	\$1,393	\$1,439	\$1,484	
8	\$816	\$848	\$881	\$918	\$952	\$991	\$1,029	\$1,065	\$1,102	\$1,141	\$1,179	\$1,221	\$1,265	\$1,304	\$1,350	\$1,390	



**Appendix C**  
**CITY OF FITCHBURG**  
**TELEPHONE USAGE POLICY**



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

**A. Permissible Use**

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

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

**B. Personal Phone Calls**

Whether using a City owned land line or cellular phone:

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

**C. Long Distance Phone Calls**

Whether using a City owned land line or cellular phone:

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

**D. Employee Responsibilities**

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

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

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

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

**E. Management Responsibilities**

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

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

\* This policy is applicable to all employees of the City of Fitchburg. For those employees covered by a Collective Bargaining Unit (CBA), to the extent there is a conflict between a specific provision herein and the CBA, the provisions of the CBA shall prevail. Any changes made to this policy which are subject to Collective Bargaining shall be sent to the appropriate union prior to implementation.



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

**Name:** \_\_\_\_\_ **Department:** \_\_\_\_\_

**Job Title:** \_\_\_\_\_

**Cell Phone #:** \_\_\_\_\_ **Serial #:** \_\_\_\_\_

**Make:** \_\_\_\_\_ **Model:** \_\_\_\_\_

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

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

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

**Phone issued to:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Phone issued by:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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**Phone returned by:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Phone received by:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**APPENDIX D**

<b>Fitchburg Association of Managers, Administrators and Specialty Skills Group</b>	
<b>CLOTHING ALLOWANCE LIST by POSITION</b>	
<b>FY20 – FY22</b>	
<b>DEPARTMENT</b>	<b>POSITION TITLE</b>
<b>Airport</b>	Administrative Assistant
<b>Community Development</b>	Construction Manager
	Principal Planner (Planner 1)
	Senior Project Manager
<b>Department of Public Works</b>	Assistant City Engineer
	Civil Engineer
	Engineering Inspector
	Junior Engineer
	Superintendent of Streets
	<i>Assistant Superintendent/vacant</i>
	<i>Junior Engineering Aide/vacant</i>
<b>Wastewater</b>	<i>Assistant WWTF Superintendent/vacant</i>
	Chief Engineer
	GIS Engineer
	Maintenance Engineer
	Plant Supervisor/East
	Sewer System Manager
	<i>Plant Supervisor/West/vacant</i>
<b>Water</b>	CAD Operator Technician
	Chief Water Treatment Operator
	Engineering Inspector
	Junior Hydraulic Engineer
	Distribution System Manager
	<i>Water Quality Manager/vacant</i>
	<i>Bacteriologist/Lab Director/vacant</i>
<b>Information Technology</b>	IT Manager
	Network Administrator
<b>Purchasing</b>	City Printer
<b>Recreation</b>	Director
<b>Treasurer</b>	Parking Control Supervisor