

MEMORANDUM OF AGREEMENT
Between the
CITY OF FITCHBURG, MA
And the
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
ON BEHALF OF LOCAL 3128 FITCHBURG PERMANENT
FIREFIGHTERS ASSOCIATION
September 25, 2018



The City of Fitchburg (the "City") and the **International Association of Fire Fighters, on behalf of Local 3128, Fitchburg Permanent Firefighters Association**, (the "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 year July 1, 2018 through June 30, 2019 and further, agree to extend their 2015 – 2018 Collective Bargaining Agreement ("CBA") from July 1, 2018 through June 30, 2019, 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 VI, Health and Safety, p. 4
Section 4:

Eliminate the following: "The City agrees that it will not allow an Engine company to respond to an alarm with fewer than three (3) firefighters or a Ladder Company to respond with fewer than two (2) firefighters."

Replace with the following: "The City agrees that it will not allow an Engine Company to respond to an alarm with fewer than three (3) firefighters or a Ladder Company to respond with fewer than three (3) firefighters."

2. Article VIII, Wages, Differentials and Longevity, p. 4

a. Section 1, Wages

- A 2% wage increase shall become effective July 1, 2018.
- Wages will be retroactive to July 1, 2018, unless specifically provided for.

b. Section 3, Pager Availability Pay, p. 5

Eliminate existing Section 3, **replace** with the following:

The City shall discontinue the practice of providing a pager for each member, effective January 1, 2019, or as soon as is practicable. Personal cell phones shall be the means of notification and are included as pager availability.

Annual compensation for pager availability shall be two and one-half percent (2½%), with an additional flat rate of three hundred dollars (\$300). Such compensation shall be paid in the second payroll period in January of each year. Said pager availability compensation shall be prorated for members who retire or were hired on or after July 1, 2018.

c. Section 5, Assignment Differential

The City agrees to the Union proposal to increase such differential as follows:

- A firefighter working as an alarm operator shall receive extra compensation at the rate of twenty dollars (\$20) per shift/forty dollars (\$40) per twenty-four (24) hour shift.

3. Article XII, Education, p. 9

a. Subsection (i):

Eliminate the following:

"All employees who are certified Emergency Medical Technicians and remain certified shall receive an annual payment of six (6%) percent of a top step firefighter's annual base pay, to be paid annually on the last pay day in September."

This shall be pro-rated for new and retiring firefighters. No overtime, compensatory time or other costs shall be incurred by the fire department while the employee is attending an Emergency Medical Technicians course.

Replace with the following:

"All employees who are certified Emergency Medical Technicians and remain certified shall receive six (6%) percent of a top step firefighter's annual base pay, with an additional one thousand five hundred dollars (\$1,500) annual compensation. Such compensation shall be paid in the last payroll period in September. This shall be pro-rated for new and retiring firefighters. No overtime, compensatory time or other costs shall be incurred by the fire department while the employee is attending an Emergency Medical Technicians course.

4. Article XVI, Interchange of Tours of Duty, p. 13
Subsection (i):

It is the duty of the bargaining members to track all swaps owed and swaps accrued between members. The Chief of the department shall determine all interchange of tours of duty to be paid back as of every January 1st, provided all supporting documentation has been submitted to the appropriate parties. The City shall craft a swap time form that will be signed by the employee and his/her supervisor certifying all time has been paid back. Such form shall be submitted to the Chief, HR and the retirement board as applicable.

5. Article XVII, Posting Bidding, p. 13

a. Section 1, Notice:

The City shall decrease the posting for bids from 21 days to 10 days.

6. Article XX/Uniform/Clothing/Class B

a. The City shall add an optional work jacket for Class B uniforms.

The following language shall be added to Class B optional work jacket/Appendix A:

CLASS B, WORK JACKET

In addition to the standard , required, "Lion" work jacket, as an option, the "Game " work jacket , (style 1221J) , may be worn as part of their Class B uniform. The jacket shall have the approved Maltese cross, company, name and number logo, or, the Fitchburg Fire patch, embroidered on the left side chest. The back of the coat, shall have Fitchburg (above) and Fire (below) embroidered in red letters. The firefighters name and rank, may be stitched on the front, right, chest of the coat. This coat is an "option" and does not replace the current "Lion", jacket that is part of the Class B uniform.

7. Article XXXII, Duration, p. 23

a. The City proposes a duration of this Agreement to be in effect from July 1, 2018 through June 30, 2019.

b. This contract shall be effective from July 1, 2018, except as may be otherwise stipulated and shall effective through June 30, 2019. Either Party may, at any time after January 1, 2019, give written notice to the other of its desire to extend or revise this Agreement for the successor period commencing July 1, 2019. If no agreement on the terms of the successor contract is reached by July 1, 2019, this agreement shall remain in full force and effect on a day to day basis until agreement is reached on the term of its successor.



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, §7.

In witness whereof, the Parties hereto set their hands and seals on this 25th day of **September, 2018**.

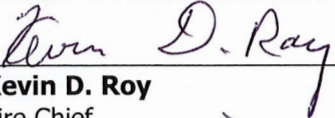
City of Fitchburg:




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Susan A. Davis
Director of Human Resources



Kevin D. Roy
Fire Chief




Thomas A. Dateo, Jr.
Deputy Chief

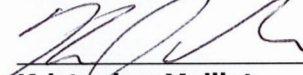
International Association of Fire Fighters/Local 3128:




Edward Suarez
President



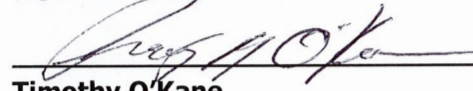
Patrick G. Haverty
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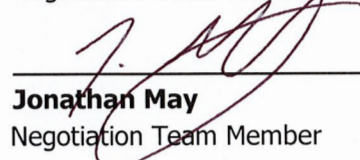
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