COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF CAMBRIDGE

AND

TEAMSTERS LOCAL 25

EFFECTIVE: JULY 1, 2017

EXPIRATION: JUNE 30, 2020

IMPORTANT

WHEN LEAVING CRAFT, CONTACT YOUR

SHOP STEWARD OR BUSINESS AGENT

OR THE UNION OFFICE TO REQUEST

A WITHDRAWAL CARD,

OTHERWISE YOU WILL BE REQUIRED TO

CONTINUE PAYING YOUR MONTHLY DUES.

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AGREEMENT

Agreement entered into between the CITY OF CAMBRIDGE, MASSACHUSETTS, (hereinafter referred to as the CITY), and TEAMSTERS LOCAL 25 affiliated with IBT (hereinafter referred to as the UNION) has as its purposes the promotion of harmonious relations with the City and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE 1
RECOGNITION

Section 1. Recognition - Bargaining Unit The City recognizes the Union as the sole and exclusive bargaining agent for the purposes of collective bargaining with respect to wages, hours and other conditions of employment for all nonprofessional employees in the following units provided that they are either (1) regular full-time employees; (2) permanent part-time employees who work sixteen (16) hours or more in their department per week; or (3) temporary employees who are hired to work continuously for six (6) months or more and at least sixteen (16) hours per week:

A. Public Works units including the non-clerical library and Print Shop employees;
B. Clerical unit;
C. Traffic and Parking unit;
D. Electrical Department;
E. Parking Control Officers;
F. Emergency Communications
G. Water Treatment Plant Operators

Notwithstanding any other provisions of the Agreement to the contrary, employees who are regularly scheduled for less than twenty (20) hours per week in their department shall not receive any benefits.

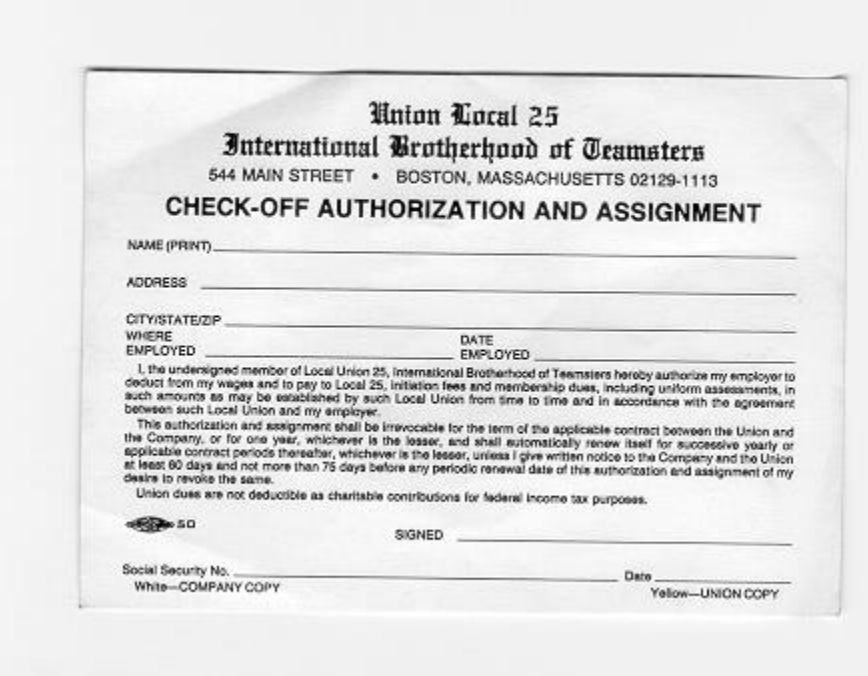
Section 2. City Notification Bargaining Representative The City will advise all new employees at the time of employment that the Union is their bargaining representative and will notify the Union at the end of each month of the name and address and classification of each new employee. The City recognizes the right of any employee to become a member of the Union and will not discourage, discriminate or in any way interfere with the right of any employee to become and remain a member of the Union. The Union recognizes the right of any employee to refrain from becoming and/or remaining a member of the Union and will not discriminate on account of the exercise of such right.

ARTICLE 2
UNION DUES, INITIATION FEE, CREDIT UNION and DRIVE

Section 1. Union Membership Membership in the Union on a non-discriminatory basis will be uniformly available to any member of the bargaining unit who applies. So long as such membership is available as heretofore agreed, the City will deduct as follows:

The City agrees to deduct from the pay of all employees covered by this Agreement the dues, initiation fees and/or uniform assessments of the Local Union having jurisdiction over such employees and agrees to remit to said Local Union all such deductions taken from the lst payroll period of each month and remit to the Local Union by the 2nd payroll period of each month. Where laws require written, authorization by the employee, the same is to be furnished in the form required. No deduction shall be made which is prohibited by applicable law. Where an employee who is on check-off is not on the payroll during the week in which the deduction is to be made or has no earnings or insufficient earnings during that week or is on a leave of absence, the employee must make arrangements with the Local Union to pay such dues in advance.

Section 2. Dues Authorization Form The following authorization of dues form shall be used.



Union Local 25
International Brotherhood of Teamsters
544 MAIN STREET • BOSTON, MASSACHUSETTS 02129-1113

CHECK-OFF AUTHORIZATION AND ASSIGNMENT

NAME (PRINT) _____

ADDRESS _____

CITY/STATE/ZIP _____

WHERE EMPLOYED _____ DATE EMPLOYED _____

I, the undersigned member of Local Union 25, International Brotherhood of Teamsters hereby authorize my employer to deduct from my wages and to pay to Local 25, initiation fees and membership dues, including uniform assessments, in such amounts as may be established by such Local Union from time to time and in accordance with the agreement between such Local Union and my employer.

This authorization and assignment shall be irrevocable for the term of the applicable contract between the Union and the Company, or for one year, whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is the lesser, unless I give written notice to the Company and the Union at least 60 days and not more than 75 days before any periodic renewal date of this authorization and assignment of my desire to revoke the same.

Union dues are not deductible as charitable contributions for federal income tax purposes.

SIGNED _____

Social Security No. _____ Date _____

White—COMPANY COPY Yellow—UNION COPY

Section 3. Credit Union The City agrees to deduct certain specific amounts each week from the wages of those employees who shall have given the City written authorization to make such deductions. The amounts so deducted shall be remitted to the TEAMSTERS CREDIT UNION once each week by electronic transfer methods if feasible. The City shall not make deductions and shall not be responsible for remittance to the Credit Union for any deductions for those weeks during which the employee has no earnings or in those weeks in which the employee's earnings shall be less than the amount authorized for deduction.

Section 4. DRIVE The City agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the City of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The City shall transmit to DRIVE Chapter 25 on a monthly basis, in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from the employee's paycheck.

ARTICLE 3
GRIEVANCE PROCEDURE

Section 1. Procedure Applications Any grievance or dispute arising between the parties which involves the application, meaning or interpretation of this Agreement shall be settled pursuant to the provisions of this Article and Article 4. Except as provided in Article 26, Section 9, this procedure shall be the exclusive procedure to be followed involving suspensions, dismissals, removals or terminations, including involuntary retirements.

Section 2. Step 1 The employee, with or without his union steward, shall take up the grievance with the employee's supervisor within ten (10) working days of its occurrence or when he knew or should have known of its occurrence. The supervisor shall attempt to adjust the grievance. A settlement of the dispute at this level shall not establish precedent for the resolution of other or similar problems between the employee and his immediate supervisor or elsewhere throughout the City.

Section 3. Step 2 If the grievance has not been resolved at Step 1 within ten (10) days of submission, it shall be presented in writing by the Union and/or the aggrieved employee to the Department Head within ten (10) working days thereafter. The Department Head shall respond in writing within ten (10) days of the receipt of said grievance.

Section 4. Step 3 If the grievance has not been resolved at Step 2, it shall be presented in writing to the City Manager or his designee within ten (10) working days after the reply of the Department Head has been received or is due. The City Manager or his designee shall respond in writing within ten (10) days of the receipt of said grievance.

Section 5. Waiver of Grievance Failure by the Union to comply with the above time limits shall constitute a waiver of the grievance.

Section 6. Extension of Time Limits Upon the written request of either party, the above time limits shall be reasonably extended.

ARTICLE 4
ARBITRATION

Section 1. Timely Submission/Arbitration Any grievance which has not been settled under Article 3 may be submitted by the City or the Union to arbitration in the manner set forth below within fifteen (15) working days after the response of the City Manager or his designee is due.

Section 2. Selection of Arbitrator The parties shall attempt to select an arbitrator within seven (7) working days after the notice of arbitration has been given. If parties cannot agree upon an arbitrator, either party may submit the matter to the American Arbitration Association in accordance with its rules and regulations, and a copy thereof shall be given to the City by delivery in hand or by mail, postage prepaid, addressed to the City Manager.

Section 3. Arbitrator's Power/Authority The arbitrator will be without power or authority to alter, add to, or detract from the provisions of this Agreement or to make a decision which:

(a) is a violation of or inconsistent with any of the terms of this Agreement or applicable law;

(b) exceeds his or her jurisdiction and authority under the law and this Agreement;

(c) involves any matter which by law or under the terms of this Agreement is within the exclusive authority of the City; or

(d) involves any matter wherein the City's decision is final and binding under the terms of this Agreement or by law.

Section 4. Decision, Fees and Expenses The decision of the arbitrator shall be final and binding upon both parties. The fees and expenses of the arbitrator shall be shared equally by the parties.

Section 5. Extension of Time Limits The parties may, by mutual agreement, extend the time in any particular case.

ARTICLE 5
MANAGEMENT-UNION COMMITTEE

Section 1. Periodic Discussions The City and the Union agree to meet periodically to discuss matters of mutual concern. This Committee shall be known as the Management-Union Committee on Employee Relations.

Section 2. Membership Makeup Members of the Management-Union Committee from each unit, whose number shall not exceed five (5), shall suffer no loss in pay by reason of attendance at such meetings. It is understood that the Committee shall have no power to negotiate wages, hours, or other conditions of employment or to alter or amend this Agreement in any respect.

Section 3. Safety Committee-Public Works Department The City and the Union shall create a Public Works Department Safety Committee composed of three city members and three union members from the Department of Public Works to discuss safety issues within the Department of Public Works.

ARTICLE 6
FAIR PRACTICES

Section 1. Voluntary Membership As sole collective bargaining agent, the Union will continue its policy of accepting into voluntary membership all eligible persons in the unit without regard to race, color, creed, national origin, sex, sexual orientation or marital status. The Union will represent equally all persons without regard to membership, participation in or activities in the Union.

Section 2. Non-discrimination The City and the Union agree to continue their policies of not discriminating, as required by law, against any person on the basis of race, color, creed, national origin, sex, sexual orientation, pregnancy, marital status or participation in or association with the activities of the Union. The parties agree that sexual harassment is an illegal form of sex discrimination and will not be tolerated. Both parties agree that this Agreement should not be enforced in a manner that is inconsistent with or in violation of the non-discrimination laws covered by this Article.

ARTICLE 7
MANAGEMENT RIGHTS

Section 1. Scope Except to the extent that there is contained in this Agreement express and specific provisions to the contrary, all of the authority, power, rights, jurisdiction and responsibility of the City are retained by and reserved exclusively to the City, including, but not limited to, the right to direct employees, to hire, promote, transfer, assign and retain employees within the bargaining unit, to suspend, demote and discharge employees for just cause, to relieve employees from duties because of lack of work to maintain the efficiency of the operations and to determine the methods, means, processes and personnel by which such operations are to be conducted, including sub-contracting if deemed necessary, except during a layoff in the unit where such subcontracting would be performed. The City has the right to promulgate reasonable rules and regulations pertaining to the employees covered by this Agreement, so long as these rules and regulations or any of the other rights in this Article do not conflict with any term or condition of this Agreement.

Section 2. Allocation/Utilization The City agrees to allocate and utilize manpower and equipment within each Department in the most efficient and feasible manner which shall not preclude utilizing manpower on an overtime basis, prior to supplementing or complementing its capability by the use of sub-contracts except during a recognized emergency. The Union, its officials, representatives and members agree to cooperate and participate with the City to develop and implement manpower and equipment resource allocation systems which will assume the

maximum feasible delivery of service and utilization of regular city employees and equipment within each Department so long as none of the provisions of this Agreement are violated and none of the employees presently employed suffers any loss of benefits, is reclassified or receives lower compensation.

Section 3. Work Stoppages/Lockout The Union shall not engage in, induce or encourage, and no employee represented by it in the City of Cambridge shall participate in any strike, work stoppage, slowdown or withholding of services as defined in Sections 1 and 9A of Chapter 150E of the Massachusetts General Laws. It is further agreed that during the term of this Agreement, the City will not cause any lockout of its employees.

ARTICLE 8
SENIORITY

Section 1. Civil Service The City agrees to conform to all Massachusetts Civil Service laws and regulations relating to promotions, layoff, recall, probationary period, temporary and permanent appointments and disciplinary action, except as otherwise provided in this Agreement.

Section 2. Definition - Seniority Seniority for employees governed by this Agreement shall be defined as the period of employment with the City in the work covered by this Agreement within the jurisdiction of the Local Union. It shall be deemed to include any seniority presently held by an employee through agreement between the City and the Local Union prior to this Agreement.

Section 3. Seniority Lists Within thirty (30) days after the signing of this Agreement, a list of employees arranged in the order of their seniority shall be posted in a conspicuous place at their place of employment, and a copy furnished to the Union. Claims for corrections to such lists must be made to the City and the Union within ten (10) days after such posting and after such time, the lists will be regarded as correct. Any dispute if raised within the ten (10) day period concerning an employee's seniority shall be referred to the Grievance Procedure as provided herein.

Section 4. Seniority Lost Seniority will be lost by: (a) resignation; (b) discharge for just cause; (c) failure to return from an approved leave of absence as scheduled except for reasons beyond the control of the employee; (d) failure to report for work as scheduled for three (3) consecutive days without previous notification to the employee's Department Head except for reasons beyond the control of the employee. Employees who are absent because of proven illness or injury shall maintain their seniority.

Section 5. Unit C - Vacation/Shift Assignment For Clerical and Technical employees in Unit C seniority shall control in cases of choice of vacation period and shift assignment. Employees in the order of their seniority shall have preference in selection of vacations.

Section 6. Lay-off Procedure In the event of a proposed lay-off for lack of work or funds, employees in order of their seniority shall have preference to work opportunities, and recall to

work after lay-off, consistent with civil service and other applicable law. Employees shall be notified of a lay-off in a manner consistent with civil service law.

Section 7. Transfers - Retirement/Civil Service Seniority When an employee transfers directly from state service, another municipality or any other governmental unit including the Cambridge School Department on or after January 1, 1983 to the City of Cambridge, the employee's total public employment service time shall be applied to retirement and Civil Service seniority, if applicable, but shall not be included for length of service benefits under this Agreement.

ARTICLE 9
JOB POSTINGS AND BIDDING

Section 1. Civil Service Vacancies & Selection When there is an existing Civil Service list for a vacancy covered by this agreement, which the City desires to fill, the selection of an employee shall be made in accordance with Civil Service rules.

Section 2. Vacancy Definition For this Article, a vacancy is defined as an opening created by (1) termination; (2) death; (3) retirement; (4) a leave of absence for a period in excess of four (4) months including a leave because of Worker's Compensation; or (5) a new position.

Section 3. Appointments The City, in filling the vacancy, shall appoint the most senior employee who is qualified to fill that position in the department, provided that any employee appointed to any position pursuant to this Article from a department other than that which he presently works shall have a three month trial period. During this period, the employee will be evaluated by his/her department head. At any time before the end of this trial period, the employee may be determined as unqualified in which event he/she shall have the opportunity to return to his/her former position if vacant, and if more senior, shall be entitled to bump any other employee filling that position. The City shall be entitled to the reasonable exercise of discretion provided, however, in determining qualifications, the City shall take into consideration that the chosen employee will be granted a two-week training period. Such appointment shall be made within ten (10) working days after the posting period expires. Each bidder shall be notified of the results of the job posting.

Section 4. Posting Time Requirements The position shall be posted for ten (10) consecutive working days in the department or City wide, if permissible by law. The position shall be filled within ten (10) working days after the posting period expires. Each bidder shall be notified of the results of the job posting.

Section 5. Job Poster/Job Classifications On the poster the City shall specify the job classifications eligible to fill the position. (The City's decision as to eligible classifications of employees shall be subject to Civil Service law and rules and shall not be a subject of grievance or arbitration.) The poster shall also specify the duties of the position and the location of the position.

Section 6. Complaint/Junior to Selectee A complaint by an employee who is junior to the employee selected under Section 3. of this Article shall not be a subject of grievance or arbitration.

Section 7. Transfers To Lower Rated Positions Employees, who so request, and at the discretion of the Department Head, will be allowed to transfer to lower rated positions if no one has bid for those positions, and receive the rate of pay of the lower rated position, provided such employees have been certified as "hardship" cases, unable to perform their job, by the Review Board. The Review Board will consist of a representative designated by the Union, and the Department Head. A majority vote will be necessary for certification.

Section 8. Transfers from Cambridge Hospital/Neville Manor Any employee who transfers from the Hospital or Neville Manor will be considered a new hire, with no credits for service or seniority, (except retirement), and no carried over benefits such as sick, vacation or personal leave.

ARTICLE 10
COMPENSATION

Section 1. Wages Employees covered by this Agreement shall receive the following base wage increases:

WAGE INCREASES:

July 1, 2017	2.5% on base wages
July 1, 2018	2.5% on base wages
July 1, 2019	2.5% on base wages

Should, during the life of this contract, any City or School unit reach voluntary agreement with the City for a general across-the-board base wage increase greater in percentage than that provided to this union, then the City and the union agree to reopen the contract for the limited purpose of discussing base wages.

In recognition of the increased skills and responsibilities required of employees classified as Working Supervisors in Units A and C, these titles will receive an additional $0.25 per hour in their base, effective July 1, 2017, after the across-the-board base wage increase is applied. Effective July 1, 2018, an additional $0.25 per hour will be added to the base rate of these employees after the across-the-board base wage increase is applied. Effective July 1, 2019, an additional $0.50 per hour will be added to the base rate of these employees after the across-the-board base wage increase is applied.

In recognition of the increased skills and additional work necessary to perform their supervisory functions, Electrical Coordinators will receive $500 in their base effective July 1, 2017, after the across-the-board base wage increase is applied, an additional $500 in their base effective July 1, 2018 after the across-the-board base wage increase is applied, and an additional $500 in their base effective July 1, 2019 after the across-the-board base wage increase is applied.

In recognition of the advancement in technologies in the department, such as full deployment of advanced payment options, use of cameras for documenting parking violations, upgrades to handheld ticket-issuing computers, and others, all Parking Control Officers shall receive a $0.25 increase in their base wage upon ratification of this Agreement.

Typing Stipend

Emergency Communications Dispatchers in Unit F are required, upon hire into the unit, to type at least 30 mailable words per minute. Those who type 30-39 mailable words per minute receive a $300 annual stipend. Those who type 40 or more mailable words per minute receive a $500 annual stipend. In lieu of these annual stipends employees who take the City typing proficiency test are eligible for the hourly stipends set forth below.

Employees in the Clerical Unit and Unit F who type at least 50 mailable words per minute will receive an additional $.55 cents per hour, and those employees in the Clerical Unit and Unit F who type at least 60 mailable words per minute will receive an additional $.65 cents per hour, and those employees in the Clerical Unit and Unit F who type 40 mailable words per minute will receive an additional $.30 per hour. This stipend will be paid for all hours paid. Outside of general increases, there will be no additional change to the 30 words per minute rate.

Computer Skills Proficiency Stipend

All permanent employees in the Clerical Unit, pursuant to passing basic computer skills proficiency tests in the following areas (as determined by the City, in consultation with department heads depending on their needs), Microsoft Word, Outlook, Excel, Access, Power Point, Cambridge Request System, Peoplesoft relevant application and Writing Skills will receive an hourly stipend according to the following chart, up to a maximum of $.90 per hour.

Number of Proficiency Tests Passed	Additional Hourly Stipend
One (1)	$.10
Two (2)	$.15
Three (3)	$.25
Four (4)	$.35
Five (5)	$.45
Six (6)	$.50
Seven (7)	$.75
Eight (8)	$.90

Effective upon ratification (February 11, 2018), the existing stipends will increase by $0.10 per hour. Effective July 1, 2019, the existing stipends will increase by an additional $0.10 per hour, up to a maximum of $1.10 per hour.

The City may, in its discretion, add and/or remove applications based on technological changes and operational needs. The City will notify the Union if it adds or removes any applications. If the City removes an application from the list of available proficiencies, any employee who is currently receiving a stipend for that application will continue to receive it until an alternative proficiency test becomes available. Once available, those employees will have six months to pass the alternative proficiency in order to continue receiving the stipend.

The City shall have the right to require that any new hires into the Clerical Unit must take and pass a basic computer skills proficiency test, comprising a minimum of three of the above areas as determined by the City, as a condition of hire. At a minimum, these proficiencies should include the following areas: Microsoft Word, Outlook (and Excel or Access for Administrative Assistants). Upon successful completion of the initial six months of employment, these employees will be entitled to any stipend listed above for which they qualify after the effective date of implementation of the stipend.

Clerical Unit Wages

In recognition of the increasing and evolving duties and responsibilities required of employees classified as Administrative Assistants in the Department of Public Works, Traffic Department, Cable Department, and Emergency Management Department and of employees classified as Principal Clerks, effective July 1, 2017, those positions will be subject to the same seven step pay scale as the current Administrative Assistant positions in the Community Development and Law Departments. Also effective July 1, 2017, in recognition of the increasing and evolving duties and responsibilities required of employees classified as Parking Violation Cashiers in the Traffic Department, those positions will be subject to the same seven step pay scale as the current Junior Accountant position**,** and employees in the titles of Clerk/Clerical Aide, Clerk & Typist, Sr. Clerk & Typist, and Account Clerk shall receive a $0.25 base wage increase after the cost of living increase is applied**.** Employees eligible for these adjustments will maintain their current wage step, but on the new pay scale.

Effective July 1, 2018, after the cost of living increase is applied, all clerical unit employees will receive an additional $0.25 base wage increase.

Massachusetts Certified Public Purchasing Official (MCPPO)

Effective July 1, 2017, Buyers in the Purchasing Department who have and maintain the MCPPO certification will receive an additional $1.00 per hour in their base wage rates, after the cost of living increase is applied. Anyone hired into this position on or after July 1, 2017 must obtain and maintain this certification as a condition of employment.

Print Shop

In recognition of the increased skills and responsibilities required of employees classified as Offset Duplicating Machine Operators, this title will receive an additional $0.25 per hour in the base, effective July 1, 2017 after the across-the-board base wage increase is applied. Effective July 1, 2018, an additional $0.25 per hour will be added to the base rate of these employees after the across-the-board base wage increase is applied. Effective July 1, 2019, an additional $0.50 per hour will be added to the base rate of these employees after the across-the-board base wage increase is applied.

ASE Certifications

Motor Equipment Repair and vehicle maintenance personnel (including cemetery personnel and Inventory Control Specialists) are eligible for a $.50 per hour stipend for each departmentally approved ASE certification received, to a maximum of $5.00 per hour. Effective July 1, 2018, the stipend will increase to $0.55 per hour, up to a maximum of $5.50.

Effective upon ratification (February 11, 2018), eligible employees who earn and maintain Master Technician status in either the Automobile or Medium-Heavy Truck series by passing the tests below will earn an additional $1.00 per hour stipend, over and above the ASE stipends they are already receiving. (Up to a maximum of an additional $6.50 per hour with the Master Technician stipend.)

Automobile Test Series:	Tests A1 – A8 required for Master status
Medium – Heavy Truck Series:	Tests T2 – T8 required for Master status

Employees must recertify in each test in the series every five years in order to continue receiving the Master Technician stipend. If one of the required certifications expires, the employee will lose the Master Technician status, and will not be eligible to receive the additional $1.00 per hour until taking and passing the required Recertification Test(s).

Costs of ASE training classes and materials shall be eligible for tuition reimbursement under Article 25.

All Working Supervisor MERs and Lead Mechanics hired or promoted after Oct 27, 2008 shall have at least four (4) Automobile Test/Medium/Heavy Truck Test ASE Certifications in order to qualify for the position. This requirement shall not apply to those employed in the position on or before October 27, 2008.

Tool Allowance

Motor Equipment repair personnel who are required to supply their own tools will receive up to $150.00 per year for reimbursement for the purchase of new tools, upon submission of proof of purchase. Effective upon ratification of this agreement (February 11, 2018), this reimbursement

will increase to a maximum of $700 during the term of the July 1, 2017 - June 30, 2020 collective bargaining agreement.

Commercial Driver's License - Bonus and DOT Medical Certificate

Employees hired or promoted into a position that requires a CDL on or after September 1, 2015 must have and maintain a valid Department of Transportation (DOT) medical certificate as a requirement of their position. In addition, any DPW employees in Unit A and Skilled Laborers and Working Supervisors in the Traffic and Parking Department who have not received the CDL bonus prior to September 1, 2015 and who would like to be eligible to perform CDL functions as assigned on or after September 1, 2015 must present a valid medical certificate before being eligible to do so.

Effective July 1, 2019, all DPW employees in Unit A, Electrical employees in Unit D, and Skilled Laborers and Working Supervisors in the Traffic and Parking Department who are either required to hold a CDL for their position or who would like to be eligible to perform CDL functions when assigned, must have and maintain a valid Department of Transportation (DOT) medical certificate as a condition of their employment (or, if the license is not a requirement of their position, in order to be eligible to perform CDL functions).

Effective on May 1, 2018, a CDL Bonus of $150 will be paid on an annual basis to the eligible employees described above, and the one-time bonus will no longer be paid. All employees who receive this bonus are obligated to perform CDL functions when assigned.

Employees hired or promoted into a CDL-required position prior to September 1, 2015 and those who received the CDL bonus prior to September 1, 2015 will be allowed to submit an Intrastate Medical Waiver issued by the Massachusetts Registry of Motor Vehicles in lieu of a DOT medical certificate. Employees in these categories who are unable to receive either the DOT medical certificate or the Intrastate Medical Waiver will not be assigned CDL functions after July 1, 2019 but will be eligible to continue receiving their rate of pay for up to a maximum of ninety (90) calendar days. If at the end of the ninety (90) days the employee is still unable to obtain (or re-obtain) the required DOT medical certificate or Intrastate Medical Waiver, and if the City determines that the employee is qualified for a vacant lower-rated position, the City will transfer the employee to that position in lieu of termination.

The paragraph immediately above shall not apply to those hired or promoted into a CDL-required position on or after September 1, 2015 or to those who did not receive the CDL bonus prior to September 1, 2015.

The parties understand that employees who receive the annual CDL Bonus set forth above and/or the hoisting and engineering stipend described in this Article will be responsible for paying for the cost of the DOT medical examination.

Hoisting and Engineering License

The stipend for a hoisting and engineering license is $.35/hour. In order to qualify for this stipend, the employee, after obtaining the license, must demonstrate, to the satisfaction of the City, proficiency in operating the required equipment. In addition to skilled laborers and working supervisors in the Public Works and Traffic Departments who are not rated MEOIIAs or MEOIIIs, Electricians and Electrical Coordinators in the Electrical Department became eligible for this stipend as of October 30, 2011.

Current or future MEOIIAs and MEOIIIs are eligible for this additional $.35 for a hoisting and engineering license that is an additional license to the primary hoisting and engineering license with which they may have qualified as an MEOIIA or MEO III.

Employees will receive the stipend after demonstrating the required proficiency. In evaluating proficiency, the union may designate a subject matter expert to advise on the evaluation criteria and to observe and help assess the employee's proficiency. The City shall make the final determination as to proficiency. A determination that an employee is not proficient shall be subject to the grievance/arbitration process.

The maximum stipend shall be $.70 per hour per employee. Licenses in the 1 series and the 2 series are eligible for the stipend, with a limitation of one license per series. License 3A is not eligible for the stipend. In the 4 series, only the 4A and 4E licenses are eligible for the stipend, with a limitation of one license per series. The requirement to demonstrate proficiency in the operation of the required equipment shall apply to all employees receiving this stipend. All employees who receive this payment are obligated to perform hoisting and engineering functions when assigned.

Effective upon ratification (February 11, 2018), the stipend will increase to $0.40 per hour for those who have demonstrated proficiency, up to a maximum of $0.80 per hour.

Effective July 1, 2019, the stipend will increase to $0.45 per hour for those who have demonstrated proficiency, up to a maximum of $.90 per hour.

Carpenters who are Licensed Construction Supervisors, and HVAC Technicians who possess an HVACR license from the Commonwealth

Qualifying employees, upon obtaining the licenses described above, will receive an additional $2.00 per hour in their base wage rates, compounded since July 1, 2005 and July 1, 2006 when, on each of these dates, a $1.00 per hour base wage increase became effective for qualifying employees.

Employees Assigned to Urban Forestry who are certified as Arborists

Qualifying employees, upon obtaining an Arborist certification, will receive an additional $2.00 per hour in their base wage rates, compounded since July 1, 2005 and July 1, 2006 when, on each of these dates, a $1.00 per hour base wage increase became effective for qualifying employees.

Massachusetts Certified Landscape Professional

Effective July 1, 2015, employees assigned to the Parks or Cemetery divisions of DPW will be eligible for a $2.00 per hour stipend upon certification as a landscape professional. Effective July 1, 2016, this stipend will be rolled into base salary for those receiving it.

Certified Playground Safety Inspector

Effective July 1, 2015, employees assigned to the Parks division of DPW will be eligible for a $1.25 per hour stipend upon certification. Effective July 1, 2016, this stipend will be rolled into base salary for those receiving it.

Parking Control Officer Stipends

Effective January 3, 2015, in recognition of the modification of Saturday hours to those described in Article 11, Section 8, any Parking Control Officer or Parking Control Officer Supervisor who works on a Saturday will receive a $0.50 per hour stipend for all hours worked on Saturdays. Parking Control Officers who are regularly scheduled to work the second shift will continue to receive the longstanding $0.25 per hour stipend. However, effective on the same date that the Saturday stipend is implemented, the $0.25 per hour stipend will only be paid for all hours worked on the second shift during the Monday through Friday workweek.

Meter Crew Pay

Effective July 1, 2017, the stipend for employees assigned to the Meter Crew in the Traffic, Parking and Transportation Department will increase to $0.35 per hour for all hours worked on the meter crew. Effective July 1, 2018, this stipend will increase to $0.40 per hour. Effective July 1, 2019, this stipend will increase to $0.45 per hour.

Working Supervisor/MEOIIA

Working Supervisors who qualify as MEOIIAs and who perform duties as MEOIIAs, shall be paid the same rate as Working Supervisor/Forestry Worker/MEOIIA.

MEOIIIs will continue to be paid an additional $1.00 per hour stipend when performing duties requiring the use of their Class A license. The $1.00 an hour will be for the entire shift.

Employees may be hired above the minimum step if the City determines that there is a recruitment problem in a specific classification.

Sanitation Division Stipend

MEOIIs assigned to the Rubbish Division will receive a $.75 an hour stipend for all hours worked in rubbish operations and for all time-off benefits while assigned to Rubbish Division (e.g., Sick, vacation, personal time, etc.).

All other employees assigned to the Rubbish Division will receive a $1.00 per hour stipend for all hours worked in rubbish operations and for all time-off benefits while assigned to the Rubbish Division (e.g., Sick, vacation, personal time, etc.).

Effective April 1, 2018, all bargaining unit members assigned to the DPW Sanitation Division will receive a $2,00 per hour stipend for all hours worked in rubbish, organics, or public litter bin collection. This stipend will replace the existing Rubbish Division stipends of $0.75 per hour and $1.00 per hour described above.

Working Supervisors OSHA Training Stipend

Any working supervisor who receives OSHA Certification for 30 Hour Training shall receive a $250 annual stipend for a five year period, payable within thirty days of submitting proof of qualifying. In order to maintain the stipend after five years the employee will have to retake the training. This stipend shall be regarded as pensionable income and subject to retirement deductions as well as taxation. Effective upon ratification of the 2014-2017 Memorandum of Agreement (November 8, 2014), Electrical Coordinators will be eligible to receive this stipend.

Skilled Laborers Building Operations

Ten (10) skilled laborer positions have been created in the Building Operations Division of Public Works. The City may create, at its discretion, up to three (3) additional skilled laborer positions, through reclassification, in the Building Operations Division. Employees with one year of experience after their initial six months of employment are eligible to bid on these positions when a vacancy is posted. Applicants will be selected for these positions pursuant to civil service rules and Article 9. In addition to other labor skills, skilled laborers must demonstrate proficiency in stripping and waxing floors, snow removal using snow blowers and shovels, and moving and lifting furniture and materials, as required. These are full-duty positions. Applicants selected who subsequently cannot perform at full-duty levels for a period in excess of thirty calendar days will be demoted to laborer, during any period of limited duty functioning beyond thirty calendar days.

Library Custodians

On or before July 1, 2018, the City will agree to reclassify an existing Library Building Custodian position to Head Building Custodian. The Head Building Custodian will be paid at same rate as the Working Foreperson/Building Maintenance Craftsworker.

In addition, on or before July 1, 2018, the Library will reclassify an existing Library Building Custodian position to a Senior Building Custodian position. As a result, there will be one Head Building Custodian, two Senior Building Custodians and one Building Custodian position within the Library.

Section 2. Overtime Pay All work performed in excess of the standard work day and work week shall be compensated at the rate of time and one-half (1 1/2) of the employee's regular rate of pay. All work performed on a Sunday which is not regularly scheduled to be performed on that day shall be paid for at one and one-half (1 1/2) times the regular rate of pay. For the purpose of this Article, paid sick leave, vacations and paid holidays shall be considered to be time worked in computing overtime pay. In any week in which a paid holiday falls, any work performed over 32 hours, in case of a 40 hour work week; 30 hours in case of a 37.5 hour work week; or 26.66 hours in the case of Water Treatment Plant Operators in Unit G will be compensated at the rate of time and one-half (1 1/2) of the employee's regular rate of pay. To the extent possible, the opportunity to work overtime shall be rotated among all of the employees in any particular classification within each department, division, or section, as applicable. An employee's refusal to work overtime shall be considered as an opportunity on the rotation list. In the event that no employee voluntarily accepts overtime assignment in accordance with above, and if an emergency situation exists, the most junior employee(s) shall be required to work overtime except in Unit A where employees shall be required to work overtime. However, in no event shall an employee in the Clerical unit be required to work overtime without the presence of a supervisor or another employee. Signal maintenance employees in Unit D shall receive an additional twenty-eight (28) hours pay at the employee's regular rate of pay for being on call on weekend duty.

Any mandatory overtime among Electrical Department employees shall be rotated, beginning with the least senior employee(s) qualified and available to do the overtime. The City shall maintain a posted list of any such mandatory overtime.

No part-time employee shall be requested to work overtime unless all full-time employees in the classification in the department have been offered the opportunity first. The order of offering overtime shall be to those full-time employees on duty in the order of their seniority, then to those scheduled to work the next shift, then to other full-time employees available for work, then to part-time employees.

Employees who are called into work after completing their normal workday and after having left their work place pursuant to Article 10, Section 3, shall be required to report for work within a reasonable time. In the event the employee does not report to work in a reasonable time the employee shall not receive the call-in pay as provided for in the contract.

Section 3. Call-In

A. Clerical employees called in to work outside their regularly scheduled hours after having completed their workday and having left the premises shall be guaranteed a minimum of four (4) hours of work at the applicable rate of pay; provided that, in any case, if an employee is called in or required to work after he has completed his regular shift, he shall be granted a one (1) hour meal break, with pay, for every four (4) hours worked.

B. (1) Except as described in paragraph B(2) below, Public Works employees in Unit A and Traffic and Parking employees in Unit C who report for overtime work between the hours of 11:00

p.m. and 5:00 a.m., shall be guaranteed eight (8) hours of pay at the rate of time and one half of their regular rate of pay. Employees in those units who report for overtime work other than between the hours named above shall be guaranteed four (4) hours of pay at the rate of time and one half of their regular rate of pay. This guaranteed overtime pay shall be in addition to any pay earned during the employee's regular shift.

(2) When employees are held over their regular shift or when employees have received at least eight (8) hours of notice prior to the time they are scheduled to report for overtime work, they shall be paid time and one-half of their regular rate of pay for all overtime hours actually worked and the guaranteed minimums in the paragraph above shall not apply. For purposes of this section, "notice" shall mean either actual contact with the employee or placing a call to a phone number supplied by the employee for such notice, whether or not contact is made with the employee.

In any case, if an employee under this subsection is called in or required to work after he has completed his regular shift, he shall be granted a one-half (1/2) hour meal break, with pay, for every four (4) hours worked.

C. Water Treatment Plant Operators who are called in to work outside their regularly scheduled hours after having completed their workday and having left the premises shall be guaranteed six (6) hours of work at the applicable rate of pay.

Section 4. Overtime Opportunities for Employees Using Vacation or Sick Time

The City is not obligated to offer overtime to employees who are on vacation unless they notify their supervisor in advance that they would like to be called should any overtime opportunity arise during their scheduled vacation. For purposes of this agreement, an employee will be considered to be on vacation during any weekend in which vacation time was used on the previous Friday. Employees called back while on vacation shall receive time and one-half (1/2) for all hours worked.

The City is not obligated to offer overtime to employees who have called in sick for their last regular shift prior to the available overtime opportunity unless they notify their supervisor that they are no longer ill and would like to be called should any overtime opportunity arise before their next regular shift.

Section 5. Clothing Allowance

A. All employees and classifications currently receiving a clothing allowance are entitled to receive a clothing allowance as follows:

July 1, 2017	$950 per year
July 1, 2018	$975 per year
July 1, 2019	$1,000 per year

Clothing allowances shall be paid quarterly not later than the second payday in each quarter and shall be intended to be for the prior quarter.

The City reserves the right to impose a reasonable dress code for employees receiving a clothing allowance under this section.

Effective July 1, 2017, in lieu of receiving a clothing allowance, Emergency Communications Dispatchers will be eligible for the cleaning allowance in Article 10, Section 9.

B. If a Clerical employee in Unit C is required to wear a uniform, protective clothing, or any other type of protective device as a condition of employment, such uniform, clothing or device shall be furnished to the employee by the City.

C. The City will reimburse Parking Control Officers up to $300 every two years for orthotics not covered by health insurance for which the employee has a valid prescription. Effective upon ratification (February 11, 2018), this reimbursement will increase to $200 every year.

The City agrees to pay for the cost of a winter coat for newly hired Parking Control Officers up to $300 maximum. The style and type of coat to be mutually agreed between the City and the Union. The City will supply $300 for a replacement coat for parking control officers, based on need, as determined by the City.

Section 6. Longevity Plan

A. All employees hired before July 1, 1980 shall be compensated according to the following formula as longevity pay. Said payments will be made in a lump sum the first pay day in December of each year. Years of service shall be computed as of September 1 of each year for each employee.

Eligible employees who die, retire, or leave City employment voluntarily shall receive a pro-rated payment, paid within 45 days of their last day of paid employment.

Years of Service	Payment
20 but not 25	1525.00
25 and over	2000.00

Longevity shall be pro-rated based on the employee's last day of work if such employee retires, voluntarily leaves employment of the City or dies. Longevity shall also be pro-rated for approved leave of absence. The year for longevity purposes shall be September 1 through August 31. *Not applicable to employees hired after July 1, 1980.

C. All part-time employees who qualify for longevity pay shall receive a pro-rata benefit.

Section 7. Health and Welfare Funds

The City shall contribute $23.70 per week to the Local 25 Health and Welfare Fund (for Dental and Vision Coverage only) for all employees who work 20 hours per week or more. Effective July 1, 2018, the amount contributed by the City will increase to $24.70 per week. Effective July

1, 2019, the amount contributed by the City will increase to $25.90 per week. These amounts represent $13.00 plus 50% of the cost of the plan in excess of $13.00. The weekly employee contributions will be as follows: $10.70 effective July 1, 2017; $11.70 effective July 1, 2018; $12.90 effective July 1, 2019.

Section 8. Legal Services Fund. The City agrees that it will contribute to the New England Teamsters and Subscribing Employers Group Legal Services Fund, a jointly administered legal services trust fund for Local 25 members, in the following manner and amounts for each regular, seniority employee who completes his/her initial six months of employment: The prepaid Legal fund contribution will be $.15 an hour, and all future increases shall be shared equally on a fifty-fifty basis between the City and the employee. Effective three months after ratification, the prepaid Legal fund contribution will be $0.175 an hour. For any future increases above $0.175 per hour, the City agrees to pay $0.15 per hour plus 50% of the cost in excess of $0.15 per hour.

This contribution will be for all hours worked, or paid for, including vacation and holidays, up to a maximum of 40 hours per week. The benefits to be provided under this Plan will be determined by the Board of Trustees, half of whom shall be appointed by Local 25 and half of whom shall be appointed by the contributing Employers in a manner established by the Trust Documents and approved by law. Funds paid under this plan may not be used to sue the City or to defend against an action taken by the City, including any arrest or other enforcement action taken by Cambridge Police officers.

Section 9. Cleaning Allowance All full-time clerical employees and Emergency Communications Dispatchers shall receive an annual cleaning allowance of $1,000 payable on the second payday of July.

Effective July 1, 2018, this cleaning allowance shall increase to $1100 annually, paid in two equal installments, for eligible employees active on the payroll on July 1 and December 1.

This cleaning allowance shall be prorated for part-time employees working 20 hours or more per week.

Section 10. Medical Preparedness/Teleserve Training- ETDs Emergency Telecommunications Dispatchers (or Police/Fire Alarm Operators) will be entitled to receive a $1,400 annual allowance for satisfactory completion of medical preparedness and Teleserve training, with the understanding that report-taking by telephone is a regular function of the ECC . Effective July 1, 2018, this amount will increase to $1,500. To qualify, Emergency Telecommunications Dispatchers will satisfactorily complete approved courses in CPR and Emergency Medical Dispatch (EMD), including annual re-certification, as required. The City will provide each employee with one bona fide opportunity per year to take the training on City time (either during regular work hours or on overtime), at City expense. Should the employee fail to take advantage of this opportunity, he/she may still qualify by satisfactorily completing department approved courses on his/her own time and expense. Payment for the stipend in full will be processed after proof of certification or re-certification in both CPR and EMD is received by the Emergency Communications Department. Employees who do not submit proof of

certification or re-certification for both CPR and EMD by June 30 of the fiscal year will not be eligible for the stipend for that year. It is the intention of the City that all ETDs obtain and maintain such CPR/EMD certification. Should this not occur voluntarily, the City reserves the right to reopen negotiations over the matter of making such certification mandatory.

Annually, operators will re-qualify for the medical preparedness course and Teleserve training to be eligible to receive the annual allowance. Annual allowances will be cycled between July 1 through June 30 of each year and will be paid by the end of July in the year in which completion and any required re-qualification has been accomplished. Pro-ration for eligible new hires who worked a partial year period will be determined at June 30 of each year.

EMD Bonus: In addition to the allowance described above, effective July 1, 2018, Emergency Telecommunications Dispatchers who maintain their Emergency Medical Dispatch Incident Performance Score at Compliant and High Compliance levels continuously throughout a six month period (January – June and July – December) will receive an additional $200.00 bonus for each such six month period, paid out upon the Department's review of all EMD quality assurance paperwork.

Section 11. Snow Incentive Plan Employees will receive a $5.00 per hour incentive for all overtime hours working snow or salting operations. Employees who wish to be included in the regular (non-emergency) salting overtime rotation will sign up for such work when offered by the City. Effective July 1, 2018, the incentive will increase to $5.25 per hour. Effective July 1, 2019, the incentive will increase to $5.50 per hour.

Electricians (but not Electrical Coordinators) will be eligible to receive this incentive.

Effective upon ratification of this agreement (February 11, 2018), clerical unit employees will be eligible to receive this incentive for all overtime hours worked during snow or salting operations.

In the event that City Offices are closed for an entire business day due to inclement weather, employees who are required to work snow or salting operations on that day, including Electricians, Electrical Coordinators, Parking Control Officers and Clerical unit employees required to support those operations, shall receive the snow incentive stipend for all hours worked on that day, including straight time hours.

In recognition of the implementation of new safety initiatives, including the DOT medical card requirement, and in recognition of the weather-related hazards endured by employees in safety sensitive positions (as defined in Article 24, Section 1.1), effective July 1, 2017 all employees in those positions shall receive an additional $0.25 per hour base wage increase, after the across-the-board cost of living increase is applied.

Section 12. Single Treatment Plant Operator Coverage A Water Treatment Plant Operator from Unit G who works without the assistance of another Water Treatment Plant Operator from Unit G will be considered working as a single operator for the purposes of this section. Water Treatment Plant Operators who operate the treatment plant as a single operator will be paid their corresponding step at the Team leader pay rate, for the entire shift on any 13.33 hour shift in

which he or she works as a single operator. Team Leaders who work as single operators shall be paid a $4.25 differential on base wages for the entire shift on any 13.33 hour shift in which he or she works as a single operator. Effective upon ratification (February 11, 2018), the rate paid to Team Leaders who work as a single operator will increase to $4.35 per hour. Effective July 1, 2019, the rate paid to Team Leaders who work as a single operator will increase to $4.50 per hour. The City agrees to meet with the Union to continue to discuss staffing concerns.

Section 13. ECC Training Differential

ECC On-The-Job Trainers, certified through an ECC management approved program, and selected by management to train new hires or other employees for new positions will receive an additional $1.75 per hour for hours spent training. The City retains the right to select and assign such trainers.

All Emergency Communications Dispatchers (or Police/Fire Alarm Operators) will be entitled to receive a $250 annual allowance upon certification as a trainer through a management-approved program. Employees must submit proof of certification or re-certification by June 30 of each year in order to be eligible for this allowance. This allowance will not be pro-rated for employees who do not have or fail to submit such proof by June 30. Employees receiving this allowance will be required to maintain their certification and perform training duties as assigned for the following year.

Effective upon ratification (February 11, 2018), the training stipend and allowance described above will be modified as follows:

a. The hourly training stipend will increase from $1.75 to $3.75 per hour for hours spent training. (ETD-IIs will not be eligible for this stipend.)
b. The training bonus amounts (referenced in the 2014-2017 collective bargaining agreement) that were split among trainers upon an employee receiving a certification will be eliminated.
c. The annual allowance for certification as a trainer will increase from $250 to $300.

The City may create, at its discretion, up to five (5) Emergency Telecommunications Dispatcher II (ETD-II) positions through reclassification of existing Emergency Communications Dispatcher (or Police/Fire Alarm Operator) positions. In addition to performing all the duties of an Emergency Telecommunications Dispatcher, ETD-II's will provide daily training and evaluation to probationary employees and remedial training/evaluation as prescribed by the Training Supervisor or Assistant Director of Administration and Training. Employees who have been Cambridge Emergency Telecommunications Dispatchers for at least five (5) years and who are certified in Call-Taking and either Police or Fire Dispatch will be eligible to apply. Successful candidates may be required to demonstrate knowledge of departmental policies and procedures, the Cambridge Training Curriculum, Police, Fire and EMS dispatch protocols and job-related software and systems as part of the screening process.

Section 14. Confined Space . Any member who is annually certified to enter confined spaces will be paid a $1.40 per hour stipend for the entire shift on any shift in which he or she is required to work in a confined space as defined by law or regulation, and performs the duties in compliance with then current rules and regulations. (This provision does not apply to WTPOs doing routine treatment plant operations, such as the chemical rooms and the Payson Park Gatehouses, but does include work inside clear wells, wet wells, ozone chambers, flocculator basins, rapid mix basins, pre-ozone basins, saturators, unit filters, DAF units and the Payson Park storage tanks.) Effective upon ratification (February 11, 2018), this stipend will increase to $1.50 per hour. Effective July 1, 2019, this stipend will increase to $1.60 per hour.

Section 15. ECC Dispatcher Bilingual Pay Any ECC Dispatcher who is certified by independent testing as proficient in Spanish, Portuguese, Greek or Haitian Creole will be paid a $300 annual stipend. Employees who are not certified as proficient but who do have some skill in one of these languages will still be required to assist with calls as needed. The City and the Union agree that they will discuss adding other languages as needs and/or capacity change, and will continue to discuss the provision of compensation to those not certified as proficient but who assist with calls as needed.

Section 16. Fiber Termination and Splicing Effective July 1, 2017, Electrical employees who, in the City's discretion, are qualified to perform fiber splicing and termination work, will receive a $600 annual payment. All employees who receive this payment are obligated to perform fiber splicing and termination work when assigned. Effective July 1, 2018, this payment will increase to $700 per year. Effective July 1, 2019, it will increase to $800 per year.

ARTICLE 11
HOURS OF EMPLOYMENT

Section 1. Public Works The normal work week for Public Works employees in Unit A shall consist of five (5) consecutive eight (8) hour work days, Monday through Friday. The normal daily work shifts are: 7:00am to 3:00pm
3:00pm to 11:00pm
11:00pm to 7:00am

including a paid one-half (1/2) hour meal period and a fifteen (15) minute paid relief period in the first half of each shift, provided, however, the shift for the employees in the Rubbish Division shall continue under their present work arrangement and further provided that the present work schedule for employees on the 11:00pm to 7:00am and weekend shifts shall continue.

Section 2. Library

A. Normal work week for Library employees in Unit A shall consist of five (5) consecutive eight (8) hour days, Monday through Saturday, provided that no more than one custodian shall be required to work a Tuesday through Saturday schedule. The normal daily work shifts are:

Head Building Custodian: 10:00 a.m. to 6:00 p.m., Monday - Friday
Senior Building Custodian (1): 7:00 a.m. to 3:00 p.m., Monday – Friday

The two remaining shifts will be filled by the second Senior Building Custodian position and the Building Custodian position:

3:00 p.m. to 11:00 p.m., Monday – Friday
7:00 a.m. to 3:00 p.m., Tuesday – Friday, 8:00 a.m. to 5:30 p.m., Saturday

These shifts include a paid one-half (1/2) hour meal period and a fifteen (15) minute paid relief period in the first half of each shift.

Should either the Tuesday through Saturday shift or the evening shift become vacant due to the reclassifications described in Article 10 (and any subsequent promotions), the parties understand that the City has the right to fill the vacant shift by inverse seniority.

B. For an employee who works other than a Monday-Friday schedule and who is required to work weekends, the practice of working split weeks shall continue provided that work performed on the sixth (6th) or seventh (7th) consecutive day shall be paid at one and one-half (1 1/2) times the regular rate of pay.

Section 3. Print Shop The normal work week for Print Shop employees in Unit A shall consist of five (5) consecutive seven and one-half (7 1/2) hour work days, Monday through Friday. The normal workday shall be 8:30 a.m. to 5:00 p.m. with one hour unpaid meal period and a fifteen (15) minute paid relief period in the morning and afternoon of each work day, provided, in cases of emergency declared by the Purchasing Agent, not more than two employees may be required to have their lunch period at a time other than the usual period.

Section 4. Flexible Shifts The City may adjust starting times by up to one (1) hour before or after current starting times. No change will be implemented until after 45 days notice to the Union. Such changed shifts shall be staffed first by volunteers and then by inverse seniority. Nothing in this agreement will prevent the City from continuing to staff shifts with starting times different from those listed above, provided those shifts were staffed prior to July 1, 1989.

Section 5. Clerical The normal work week shall consist of five (5) consecutive eight (8) hour days for technical employees, plus on the day shift a one-half (1/2) hour unpaid meal period and on evening and night shifts including a one-half (1/2) hour paid meal period, and five (5) consecutive seven and one-half (7 1/2) hour days for clerical employees, plus one (1) hour unpaid meal period and one (1) fifteen minute paid relief period on the first half of each period in each shift. For employees who work other than a Monday-Friday schedule and who are required to work weekends, the practice of working split weeks shall continue provided that work performed on the sixth (6th) or seventh (7th) consecutive day shall be paid at one and one-half (1 1/2) times the regular rate of pay.

Clerical Employees in the Public Works Department who are working a 7 AM to 3 PM schedule at the request of the department, and are therefore unable to take advantage of the extended hours on Mondays and reduced hours on Friday schedule shall be entitled to three (3) additional personal days as consideration for working this schedule.

Section 6. Traffic and Parking

Labor Force
7:00 a.m. to 3:00 p.m. Monday through Friday including a one-half (1/2) hour paid lunch.

Boot Crew
One crew 7:00 a.m. to 3:00 p.m. Monday through Friday including a one-half (1/2) hour paid lunch.

One crew 9:00 a.m. to 5:00 p.m. Monday through Friday including a one-half (1/2) hour paid lunch.

New employees will be hired for these shifts. Existing employees have first choice on these crews on a seniority basis.

Duties of the Boot Crew: Drive a van, install and remove boots, keep records of booting, maintain boots and other related duties.

Section 7. Electrical Department The normal work week for employees in Unit D shall consist of five (5) consecutive eight (8) hours, Monday through Friday. The normal daily work week is 7:00 a.m. to 3:00 p.m., including a paid one half (1/2) hour meal period and one (1) fifteen minute paid relief period in the first half of each shift.

Electrical Coordinators in the Electrical Department, while not eligible for overtime, will be eligible for up to eighty (80)hours of compensatory time per year, earned on an hour for hour basis. They will still be expected to work additional hours, beyond the eighty (80)that qualify for compensatory time, as required by the department.

Section 7a. Emergency Communications Current Police Dispatchers, Unit F Fire Alarm Operators and all other new hires will be designated Emergency Telecommunications Dispatchers (ETDs). Unless there is a specific reference to ETD I or ETD II, the designation "ETD" or use of the term "dispatcher" will refer to both positions.

The normal work tour for ETDs shall consist of six (6) consecutive eight (8) hour shifts in the following order:

Starting with two (2) 7am to 3pm shifts,
two (2) 3pm to 11pm, and
two (2) 11pm to 7am shifts.

ETDs shall work in a five (5) group ten (10) week cycle schedule.

All employees shall work schedules and receive vacation and holiday and other benefits as provided to Fire Alarm employees in Unit F, except that five (5) ETDs may be assigned on a straight time basis, 8 hours per day, 40 hours per week, to any shift or shifts as established by the City to provide peak load coverage and/or fill vacancies which come about because of any shortage of scheduled staff. These five (5) ETDs will be considered to be the fill in/peak load dispatchers. This group will include volunteers in the unit by seniority and those management deems most suitable for the assignment. The City agrees to consult periodically with the union over the use of these personnel.

Employees will be required to rotate through various work station/assignments, as they demonstrate competency in each. The City reserves the right to adjust schedules and duties, after consultation with the Union, in light of experience, technology changes, etc.

The City and Union agree that report-taking by telephone is regular union work which can be assigned by the department. The department will discuss procedures and the types of reports to be taken with the Union.

Any mandatory overtime among ETDs will be rotated, beginning with the least senior employee(s) qualified and available to do the overtime. The City shall maintain a posted list of any such mandatory overtime.

The position of Emergency Telecommunications Dispatch (or Police/Fire Signal Operator) Supervisor will not be represented by Local 25 Teamsters. This position will be primarily supervisory in nature, but will be expected to staff work stations during emergencies, peak work load periods, normal relief, and staff shortages resulting from sick and other leave periods. To fill these positions, the City will first post the jobs internally, and give first consideration to persons employed in the City performing emergency dispatch type work.

Section 8. Parking Control Officers

The normal workweek for employees in Unit E shall consist of five (5) consecutive eight (8) hour days, Monday through Friday. The City may maintain two shifts. The normal hours of the first shift are from 7:00 a.m. to 3:00 p.m. The normal hours of the second shift are from 12:00 p.m. to 8:00 p.m., except that a limited number of employees may be assigned to work from 2:00 p.m. to 10:00 p.m. Both shifts include a one-half (1/2) hour paid meal period and two (2) fifteen (15) minute paid relief periods (one in each half of the shift). All employees regularly assigned to the second shift will receive the shift differential described in Article 10. The current practice of filling vacancies on the first shift by order of seniority will be continued.

The City may also maintain two shifts on Saturdays. The normal hours of the first Saturday shift are from 10:15 a.m. to 6:15 p.m. The normal hours of the second Saturday shift are from 12:15 p.m. to 8:15 p.m. The current practice of filling the shifts by order of seniority will be continued. When an employee works on a Saturday such employee shall receive time and one-half (1 ½) of

his/her base rate of pay for all hours worked on that date in addition to the differential described in Article 10.

The City agrees to dot one staff member as Parking Control Supervisor for any hours when a PCO Supervisor is not working, according to procedure worked out with the union.

Section 9. Part-time Employees Part-time employees scheduled for twenty (20) hours or more shall receive pro-rated benefits. These benefits shall include sick leave, vacation, holidays, personal day, and an administrative day. Health insurance benefits will not be pro-rated, but will be paid in full. Employees who are scheduled for twenty (20) hours or more shall have their benefits pro-rated on an hour for hour basis (i.e., 30 hour employee in a 40 hour job title would receive 75% of full-time benefits.)

Section 10. Water Treatment Plant Operators The standard work day for Water Treatment Plant Operators in Unit G will consist of one thirteen hour and twenty minute (13.33) shift. The standard workweek for Water Treatment Plant Operators will consist of three consecutive shifts in a week measured from Sunday to Saturday. If no Water Treatment Plant Operator in Unit G is available to cover an overtime shift, the City may arrange for alternative coverage from outside the Unit.

ARTICLE 12
HOLIDAYS

Section 1. Paid Holidays The following days shall be considered paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Indigenous Peoples Day (f/k/a Columbus Day)
President's Day	Veterans' Day
Patriots' Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Day before Christmas
	Christmas Day

Section 2. Saturday/Sunday Holiday If any of the above holidays fall on a Sunday the employees shall be granted the following Monday off, and if any of the above falls on Saturday, the employees shall be granted Friday off.

Section 3. Time and One-Half Holidays

Employees who cannot be spared on any of these holidays because of the requirements of the Department will be paid at a rate of one and one-half (1 ½) times their regular rate of pay in addition to their regular rate of pay for that day. Existing practices regarding holiday scheduling of employees in Unit F (Emergency Communications) shall continue in accordance with the

December 23, 2014 memo to all Emergency Communications Department Employees.

In the event compensation time is granted for working a holiday, it must be used within two weeks prior to or four weeks following the holiday. (Each holiday is eight hours comp. time.)

Section 4. Holidays on Non-Scheduled Workdays for WTPO When a holiday falls on a day on which Water Treatment Plant Operators in Unit G are not scheduled to work, they will receive 13.33 hours of holiday pay at their regular rate of pay. The New Year's Day, Independence Day, the half-day before Christmas and Christmas Day holidays shall be observed on January 1, July 4, December 24 and December 25 respectively, without regard to the day of the week on which they fall.

ARTICLE 13
VACATIONS

Section 1. Initial Vacation Period
Employees shall be granted fifteen (15) days of vacation per year on January 1 of each year; however, new employees shall not be granted vacation leave for their first six months of employment. Thereafter they shall be credited with seven and one-half (7 ½) days and, going forward, will be granted one and one-quarter (1 ¼) days per month until the next January 1 following their employment.

Emergency Communications employees in Unit F will receive 1 ½ tours after the first six months of employment. Thereafter, they shall be credited with ¼ tour per month until the next January 1 following their employment.

Section 2. Vacation Scheduling Vacations will be granted by the Head of the Department using reasonable discretion at such time as will cause the least interference with the performance of the regular work of the department.

Section 3. Reason for Granting Vacations are granted both as a reward for service and to enable employees to relax and return to work refreshed.

Section 4. Holiday During Vacation A day's vacation is a regularly scheduled day off. If a paid holiday occurs during a vacation period, it is not counted as a vacation day.

Section 5. Illness During Vacation If an employee becomes ill while on vacation leave and is otherwise entitled to benefits under Article 14, or in the event he becomes entitled to bereavement leave under Article 17, he shall be allowed to utilize such time and it shall not be treated as vacation leave. The department head may require medical documentation stating the form and extent of the illness prior to allowing the conversion of vacation leave to sick leave.

Section 6. Vacation Allowances Vacation allowance beyond the basic allowance depends upon the length of service of each employee and the provisions of Section 1 will not apply.

Section 7. 5 Years Service Employees with five (5) years' service are entitled to four (4) weeks' vacation in each calendar year.

Section 8. 15 Years Service Employees with fifteen (15) years' service are entitled to five (5) weeks vacation in each calendar year.

Section 9. LOA During Vacation Leave of absence without pay, exceeding fifteen (15) days during vacation year, shall be deducted proportionately from vacation leave credit. Vacation leave shall be prorated for all unpaid absences (including exhaustion of sick leave).

Section 10. Vacations During Current Year Vacations shall be taken during the year they become due, unless exceptional circumstances prevent it, in which case the approval of the City Manager must be obtained to postpone taking vacation during the current year. All vacation leave is subject to departmental work requirements. The City reserves the right to implement the following procedure for the scheduling of vacations for unit members, in the departments of the City where unit members are assigned.

Vacation requests for the period January through April should be submitted by December 15 of the prior year. Attempts will be made to accommodate all vacation requests so submitted. If because of staffing requirements within the department and or division all such requests cannot be granted, those requests where there is a conflict will be granted by seniority, and the person(s) whose requests cannot be granted will be provided the opportunity to select from within other available periods.

Requests submitted after December 15, for the January to April time period will be granted on a first come, first serve basis, taking into account date submitted, the previously approved requests, and the department/division's staffing requirements.

By April 15 of each year, vacation requests should be submitted for the remainder of the calendar year. Attempts will be made to accommodate all vacation requests so submitted. If because of staffing requirements within the department and or division all such requests cannot be granted, those requests where there is a conflict will be granted by seniority, and the person(s) whose requests cannot be granted will be provided the opportunity to select from within other available periods.

Requests submitted after April 15, for the remainder of the year will be granted on a first come, first serve basis, taking into account date submitted, the previously approved requests, and the department/division's staffing requirements. Pursuant to this paragraph, if two or more requests for the same time period is submitted on the same date, the request of the person with the most seniority will be granted first.

Due to staffing concerns, each employee may be required to use at least 50% of total vacation time by September 15 of a calendar year, subject to special circumstance exceptions approved by the Department Head.

Section 11. Definition - Week For the purpose of this Article a "week" is defined as five (5) working days, except for Emergency Telecommunications Dispatchers in Unit F for the purpose of this Article a "week" shall continue to be computed in accordance with past service.

For Emergency Telecommunications Dispatchers in Unit F, a "week" is defined as one (1) "tour" in the five (5) group schedule.

A "week" for Water Treatment Plant Operators in Unit G will consist of three consecutive thirteen hour and twenty minute shifts that run from Sunday to Saturday.

Section 12. Computing Vacation Time For the purposes of computing vacation time, employees shall be credited for all continuous time worked, including temporary service, during which they worked a minimum of twenty (20) hours per week.

Section 13. Vacation as Individual Days Up to ten (10) days of accumulated vacation time may be taken as individual days, subject to departmental workload, reasonable notice and department head approval. Such individual day vacation time may be used in units or increments of two hours or more, subject to departmental workload, reasonable notice, and the approval of the department head.

ARTICLE 14
SICK LEAVE

Section 1. Initial Eligibility Employees covered by this Agreement who have been regularly employed in their positions continuously for at least three (3) months shall be entitled to sick leave with full pay in accordance with the following provision. Employees shall receive 3.75 days after three months and will then accrue 1.25 days per month thereafter until the next January 1. Water Treatment Plant Operators will receive 30 hours after the initial three (3) months. Any sick leave during the initial three months of employment will be considered leave of absence without pay.

Section 2. Definition - Sick Leave A leave of absence granted under these provisions shall be known as "Sick Leave" and shall be granted for the following reasons only:

(a) Personal illness or physical incapacity to such an extent as to be unable to perform the duties of his or her position.

(b) Attendance upon members of the family within the household of the employee, whose illness requires the care of such employee, and/or to care for and bond with an employee's new child or children in accordance with the City's Parental Leave Policy, provided that not more than a total of twenty (20) working days with pay shall be granted to such employee for these purposes in any one (1) calendar year, not to exceed earned sick leave available. The City reserves the right to confirm the illness through the requirements of a physician's statement according to the provisions of Article 14, Section 4.

(c) Enforced quarantine when established and declared by the Department of Health or other competent authority for the period of such quarantine only, and not to exceed earned sick leave available.

(d) To address effects of domestic violence, pursuant to the City's Domestic Violence Leave Policy.

Section 3. Notification by Employee An employee will not be permitted to use sick leave to cover an absence unless notification is given of the illness by the employee, his family, or his family physician, 30 minutes before the start of his/her shift.

Employees who provide a physician's statement to his/her Department head or designee may request to be exempt from the daily notification described above for the period of time covered by the statement. Those employees must continue to call in daily until they receive confirmation that their request has been approved. Such approval generally will not be withheld if the physician's statement describes the form and extent of the employee's condition and contains a specific date on which the employee may return to work or be seen for a follow up appointment.

Section 4. Physician's Statements A statement from the employee's physician containing the form and extent of the employee's illness or disability may be required in the following situations:

(a) The absence is seven (7) days or more;
(b) There is a pattern of repeated absences of shorter duration (under 7 days) in recent months or years;
(c) There has been historical usage of short-term sick leave over a period of years;
(d) There is a pattern of taking sick days on days connected to scheduled time off (including holidays); or
(e) There is a pattern of taking sick days on a particular day or days of the week.

Subsequent certificates may be requested at the discretion of the Department Head. If the employee fails to provide a copy of the physician's statement when requested, he/she shall not receive pay for the days in question, whether or not the employee has accumulated sick leave to his credit; provided, the request shall be made before or during the employee's absence or before the employee returns to work.

Employees who are required to provide a note for their own illness will be required to provide a similar physician's statement indicating that the employee's attendance was required to provide care for the family member.

Form of illness shall be understood as diagnosis or a description of the symptoms, restrictions or limitations preventing the employee from working, e.g. "flu, stomach distress, inability to maintain alertness necessary to operate equipment." Access to such notes will be limited to those with a need to know and will be maintained in a separate file accessible only to those with a need to know.

Prior to being required to submit physician's statements for illness or disability of six days or less, employees shall be advised that, because of repeated absences or patterned use of sick leave, the department head is contemplating imposing the requirement.

Department heads will review any requirements that employees submit physician's statements for illness or disability of six days or less at least every six months after initiating the requirement. Employees may meet with the Department Head or his/her designee as part of this review process, at the employee's request.

Employees who are required to submit physician's statements for illness or disability of six days or less after the six-month review shall have recourse to the grievance-arbitration procedure.

Should an employee earn an administrative day after being required to submit physician's statements for absences of six days or less, the requirement to submit such notes shall end, upon timely notice by the department head that the administrative day has been earned and the note requirement has been lifted. Such employee shall not be required to submit additional physician's statements for absences of six days or less until the department head determines that repeated absences of a shorter duration have begun again.

In deciding whether to impose a sick leave note requirement for repeated absences of six days or less, department heads will not consider absences which have been specifically supported by a physician's statement, stating the description of the symptoms, restrictions or limitations preventing the employee from working for that particular absence.

Within 10 business days of receiving notification that a physician's statement has not been accepted as sufficient to document an absence, the Union's business agent or his/her designee may request a meeting with the City's Personnel Director or his/her designee to discuss the documentation. If the parties are unable to resolve the matter, the Union may resort to the grievance procedure in Article 3.

Section 5. Accrual - During Lay-off/LOA Employees granted a leave of absence without pay shall not accrue sick leave during said layoff or leave of absence, but upon resumption of active employment shall have available the sick leave accrued before the time of such layoff or leave of absence.

Section 6. Willful Violations Rules & Regulations Willful violation of any of the rules and regulations promulgated hereunder or the willful making of any false report regarding sickness or the making of false claim for sick leave shall subject the employee chargeable therewith liable to restitution and disciplinary action.

Section 7. Sick Leave and Workers' Compensation Law Employees receiving compensation under the provisions of Workers' Compensation Law may draw on accumulated sick leave and/or annual vacation leave, while it lasts, to make up the difference in the regular weekly pay of an employee while receiving Workers' Compensation.

Section 8. Transfers - Unused Sick Leave Accumulations When an employee is transferred to another department, any unused sick leave accumulated to his credit shall continue to be available for his use as necessary.

Section 9. Unused Sick Leave Upon the death or retirement of any employee, or upon the lay-off or elimination of position of an employee through no fault of their own, any unused sick leave shall be paid to the estate of the employee or directly to the employee, whichever is applicable, according to the following schedule:

Days 1-50	$40 per day
Days 51-100	$45 per day
Days 101-150	$90 per day
Days 151-200	$100 per day
Days 201-300	$120 per day, or 50% of the employee's daily rate of pay, whichever is less, but in no case less than $100 per day
Days 301-400	$140 per day, or 50% of the employee's daily rate of pay, whichever is less, but in no case less than $120 per day

Total accumulation for the purpose of sick leave buy-back shall be 400 days.

Section 10. Annual Allowance Employees shall be granted fifteen (15) days of sick leave per year on January 1 of each year; however, new employees shall not be granted sick leave for their first three (3) months of employment and thereafter they shall be credited with 3.75 days and then one and one-quarter (1 1/4) days per month until the next January 1 following their employment. Sick leave accumulation will be prorated for all unpaid absences including exhaustion of sick leave. Total accumulation for the purposes of sick leave usage is limited to four hundred (400) days.

Any employee who had accrued more than the limits noted above shall, upon his/her retirement or death, receive a sum equal to the schedule as outlined in Section 9 per day for every full day of his unused sick leave up to four hundred (400) days. These employees shall not accumulate further sick leave from year to year until such time as the accumulated total falls below the maximum accumulations described above. At that time they shall be permitted to accumulate unused sick leave at the rate of fifteen (15) days per year provided the total accumulation is not greater than the maximum accumulation described above.

Water Treatment Plant Operators will be granted 120 hours of sick leave per year on January 1 of each year; however, new Water Treatment Plant Operators shall not be granted sick leave for their first three (3) months of employment and thereafter they shall be credited with 30 hours in addition to being granted 10 hours per month until the next January 1 following their employment.

Section 11. Prolonged Illnesses In case of prolonged illnesses (requiring hospitalization and/or confinement for at least thirty (30) consecutive days) employees shall receive one (1) additional day of sick leave for every year of service that the employee has worked beyond five (5) years.

However, in no event shall such sick leave granted under this provision be subject to Sections 9 and 10. The City and the union agree to establish a jointly administered sick leave bank available to contributors to the bank. The practice of individual donations of sick leave to other individuals is eliminated.

Section 12. Administrative Day Employees who do not miss work due to illness, injury, suspension, leave of absence, or have more than one instance of other no pay status for a period of six (6) months shall be relieved from duties for one (1) administrative day with pay to be used in the following twelve (12) month period. Administrative days do not apply to the buy back provision of sick leave and must be used in the next succeeding twelve (12) month period following the date upon which the day was earned.

Note: The six (6) month period shall be a "rolling" six month period. An employee who completes any six (6) month employment period without an absence shall be entitled to an administrative day for that period.

One day is equal to 13.33 hours for Water Treatment Plant Operators.

Section 13. Sick Leave Incentive An employee with perfect attendance for a six month period (no sick leave, no worker compensation lost time, no leave without pay, no unauthorized absence, leave or no other no-pay status), shall receive a $300 payment for the six month period (prorated for part time). The six month period will be a rolling period.

Section 14. Sick Leave Bank The Sick Leave Bank is a jointly administered program that became effective on January 1, 2007. To establish the Sick Leave Bank, on that date, the City made a one time contribution of two days of sick time for each member who donated one day of sick time. Employees hired after January 1, 2007 donate one day of sick time to the bank upon completion of their first six months of employment, at which time the City will make a one time contribution of two days of sick time for each new hire.

Contributions to the Sick Leave Bank are mandatory, and only those who contribute shall be eligible to participate. The parties will meet before the Bank is depleted to discuss ways to continue the benefit.

Effective upon ratification of the 2014-2017 Memorandum of Agreement, The City made a one-time contribution of 1,040 hours (130 8-hour days) to the Sick Leave Bank. In addition, each member of the bargaining unit donated one sick day on January 1, 2015.

ARTICLE 15
ABSENTEEISM

Section 1. Disciplinary Actions
The parties agree that, in addition to receiving no pay for the day(s) in question, the following action may be taken by the City for unexcused absences. Any of the following situations will be considered an unexcused absence:

(a) Failure to provide notification of an absence or late arrival by the time and in the manner specified by the department (including no call/no shows);
(b) Failure to bring in acceptable medical documentation when required to do so pursuant to Article 14, Section 4;
(c) Any unscheduled absence after an employee has exhausted his/her accrued benefit time, unless there is good cause for the absence

First Unexcused Absence – Oral Warning

Second Unexcused Absence within 12 months – Written Warning

Third Unexcused Absence within 12 months – One Day Suspension

Fourth Unexcused Absence within 12 months – Five Day Suspension

Fifth Unexcused Absence within 12 months – Thirty Day Suspension

Sixth Unexcused Absence within 12 months -- Termination

Nothing in this Agreement shall prevent the City from taking appropriate action for patterns of sick leave usage (ie, on particular days of the week or to extend scheduled time off or holidays), falsification of physician's statements, or illegitimate uses of sick leave.

Section 2. Study Committee - Absenteeism The City and the Union shall agree to establish a Study Committee effective September 15, 1985, for the purposes of reviewing absenteeism for all departments covered by this Agreement. The committee shall evaluate such absenteeism usage and report its findings to the City Manager.

Clarification: Management has the right to call departmental staff meetings to be attended solely by members of the staff.

ARTICLE 16
PERSONAL DAYS

Provided employees give reasonable notice, they shall be granted personal days as follows:

Section 1. 40 Hour Week All employees except Water Treatment Plant Operators who work forty (40) hours per week and have been continuously employed for more than six (6) months

shall be allowed 24 hours per year for personal business, such time to be taken in increments of not less than four (4) hours. Such leave time shall not accumulate from year to year and shall not be subject to any buy-back provisions as contained in Section 9 of Article 14. New hires shall receive 24 hours of leave time after 6 months employment. Water Treatment Plant Operators will be entitled to the above benefit, subject to the above restrictions, but will receive 39.99 hours of personal time a year.

Section 2. 37 1/2 Hour Week All employees who work thirty-seven and one-half (37 1/2) hours per week and have been continuously employed for more than six (6) months shall be allowed 22.5 hours per year for personal business, such time to be taken in increments of not less than three and one-half (3 1/2) hours. Such leave time shall not accumulate from year to year and shall not be subject to any buy-back provisions as contained in Section 9, of Article 14. New hires shall receive 22.5 hours of such leave time after 6 months service.

Note: Prior to January 1, 2018, only employees with five (5) years' service were entitled to three personal days. Other employees were entitled to two days.

ARTICLE 17
BEREAVEMENT LEAVE

Section 1. Bereavement Leave Employees will be granted a leave of absence with pay for not more than five (5) working days on account of the death of a spouse, child, domestic partner (duly registered in the Office of the Cambridge City Clerk) mother or father, brother, sister, son-in-law, daughter-in-law, parent-in-law; and three (3) working days on account of the death of a grandparent or grandchild whether such relative was a member of the employee's household or not. Pay for absence not to exceed three (3) working days will also be allowed on account of the death of any relative who was a permanent member of the employee's household or of any other person with whom said employee made his or her home. In lieu of either the five or three working days, weekend off-hours staff at the DPW will receive one weekend off. Bereavement Leave shall commence on the date of death unless the employee works on the date of death in which case Bereavement Leave shall commence on the next day.

Section 2. Other Bereavement Allowances Employees, as defined in Section 1, also will be paid full salary for absence not to exceed one (1) day to attend the funeral of a first cousin, brother-in-law, sister-in-law, aunt, uncle, nephew or niece, spouse's grandparent, brother-in-law or sister-in-law.

ARTICLE 18
PARENTAL LEAVE

Section 1. Parental Leave The City of Cambridge Parental Leave Policy that applies to non-union employees, as adopted and as it may be modified by the City from time to time, will also apply to members of this bargaining unit.

Section 2. Sick Leave During Disability Sick leave shall be available during periods of disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom upon the terms and conditions set forth in Article 14.

ARTICLE 19
MILITARY LEAVE

Section 1. Reinstatement After Military Service Permanent employees who leave the City's service to enter Military Service, are reinstated to the same or comparable positions, if they receive honorable discharges and apply for employment within ninety (90) days from the time of separation.

Section 2. Re-computation of Length of Service Benefits All length of service benefits including salary, sick leave, and vacation will be computed as if the employee had not left the City service.

Section 3. Military Leave of Absence With Pay Every employee covered by this Agreement who is a member of a reserve component of the armed forces of the United States shall be granted in accordance with Section 59 of Chapter 33 of the General Laws, leave of absence with pay, during the time of his/her annual tour of duty and/or weekend duty as a member of such reserve component; provided, however, that such leave shall not exceed seventeen (17) calendar days.

ARTICLE 20
JURY DUTY

Section 1. City Pay for Working Time Lost In the event that any employee covered by this Agreement is called to perform jury services, the City will pay for working time lost. Payment will be the difference between jury pay and applicable number of hours in the employee's standard work day, times the employee's base hourly rate, for each day of jury duty.

Section 2. Work Assignments-Pre-noon Discharge From Duty As a condition to receive such payments the employee involved must report to the City for such work as he may be assigned if he is discharged from jury service prior to 12 noon.

Section 3. Court Certificates of Jury Duty Service In order to receive jury duty pay employees shall be required to present weekly to the City a certificate by the Court (or its duly authorized representative) verifying the jury pay received for such duty and, if possible, the time spent in such service.

Section 4. Reporting for Work – Emergency Communications Dispatchers In order to receive jury duty pay, Emergency Communications Dispatchers must comply with the following reporting requirements, to the extent such requirements are consistent with applicable state laws and regulations.

In the event an employee is scheduled to work the midnight shift (11:00 PM – 7:00 AM) immediately prior to attending jury duty, the employee will receive that shift off with pay. However, in the event the employee is discharged from jury duty prior to 12:00 PM, the employee must report to work and contact the Assistant Director of Operations and/or Director, and/or Assistant Director of Administration and Training for the Emergency Communications Department to coordinate duties for the remainder of the day shift.

In the event an employee is scheduled for the day shift (7:00 AM – 3:00 PM) on a day that he/she must attend jury duty, the employee will be required to report to work if he/she is discharged from jury duty prior to 12:00 PM.

In the event an employee is scheduled for the evening shift (3:00 PM – 11:00 PM) on a day that he/she must attend jury duty, the employee will be required to report to work at 3:00 PM if he/she is discharged from jury duty prior to 12:00 PM. If the employee is discharged later than 12:00 PM, he/she must notify the Assistant Director of Operations and/or Director, and/or Assistant Director of Administration and Training for the Emergency Communications Department to coordinate coverage of the shift.

ARTICLE 21
LEAVE OF ABSENCE

Section 1. Personal Leave Upon reasonable justification submitted in writing to the employee's Department Head, the City Manager or his designee may grant to an employee a personal leave of absence for periods of time not to exceed six (6) months. At the end of the leave of absence the employee may be reinstated to his other former position and department.

Section 2. Personal Leave - Length of Service Benefits Subject to Article 13, Section 9, the period of the leave of absence shall not accrue towards length of service benefits such as wage increments, vacation and sick leave.

Section 3. Adjustment of Anniversary Dates The amount of leave of absence in excess of thirty (30) workdays shall alter employee's anniversary dates for determining annual step increments so that subsequent step increments shall be delayed the period of time in excess of thirty (30) days.

ARTICLE 22
MEDICAL INSURANCE

Section 1. Health Insurance The City will provide Blue Choice with regular dependent child student coverage up to age 26. The Union recognizes and agrees that Blue Choice is an HMO and subject to 15% employee contribution. Employees hired into the unit on or after September 1, 2011 shall contribute 25% of the cost of health insurance.

The City agrees that should it voluntarily offer another health insurance for management employees, it will make the plan available to eligible Local 25 Teamsters employees on the same

basis, with Local 25 Teamsters reserving the right instead to continue coverage under Blue Choice during the term of the agreement.

The City and the Union agree to meet periodically to discuss any problems with implementation, administration of Blue Choice, or other coverage.

Section 2. Pretax Program - Medical Insurance Employee contributions to health insurance premiums shall be made on a Pretax basis consistent with federal and state law.

Section 3. Option to Waive Health Insurance An employee shall have an option to waive health insurance (with proof of alternative coverage) and receive a $1,600 per year payment ($133.33 monthly) with capacity to opt back into health coverage without waiting periods or preexisting conditions limitations if the employee loses alternative coverage without fault of his/her own. The employee may opt back in at open enrollment without limitations. Effective July 1, 2018, the health insurance waiver will increase to $1,800 per year ($150 per month).

In cases where the employee has incurred expenses as a result of examination and treatment at Cambridge City Hospital and where such expenses are covered by medical insurance having a deductible provision, the City agrees to pay Twenty-five Dollars ($25.00) toward meeting the employee's cost under any such deductible.

Section 4. Flexible Spending Plan Unit members are eligible to participate in the City Flexible Spending Plan (unreimbursed medical expenses and dependent care), with the City paying the administrative fee.

Section 5. Long Term Disability Voluntary Employee Paid Program Unit members are eligible to participate in a long term disability insurance plan, 100% employee paid through payroll deduction, covering non-job related disabilities.

ARTICLE 23
WORKERS COMPENSATION

Section 1. Compensation Entitlement Employees who are disabled as a result of an injury arising out of and in the course of their employment are entitled to compensation in accordance with the Workers' Compensation Act.

Section 2. Reports of Injury Reports of injury must be filed within a reasonable period from the time of the accident with the employee's supervisor or Department Head, as the case may be.

Section 3. W/C Payments - Sick Leave Interaction An employee receiving sick leave with pay, who simultaneously receives compensation under the Workers' Compensation laws, shall receive for the duration of such compensation only that portion of his regular salary while sick leave credits are available which, together with said compensation, will equal his regular pay. The City shall modify its current practice of prorating sick and vacation leave benefits by prorating these benefits when workers compensation absences exceed one (1) year.

ARTICLE 24
SUBSTANCE AND ALCOHOL TESTING

Section 1. Controlled Substance Testing The parties have agreed that the procedures as set forth in this Article shall be the methodology for all testing and will be modified only in the event that further federal legislation or Department of Transportation regulations require revised testing methodologies or requirements during the term of this Agreement.

Should other categories, modifications or types of testing be required by the government, the parties will meet as expeditiously as possible to develop a mutually agreeable procedure.

Employees may use the City Employee Assistance Program, a Union sponsored program, as well as any other referral service in choosing an approved program for treatment.

Section 1.1 Employees Who Must Be Tested City employees subject to Department of Transportation mandated drug testing are those whose jobs require a Class A or Class B commercial driver license (CDL). This includes mechanics and employees who relieve for vacations or other temporary vacancies.

In addition to testing mandated employees, controlled substance testing will be part of pre-qualification conditions for MEO employment, and those persons transferring to an MEO position. Individuals who apply for such employment or other similar classification type jobs are subject to being tested for controlled substances before being accepted into such a position.

As of May 10, 2015, all employees in safety sensitive positions (all but the clerical unit) will be subject to random drug testing.

Employees covered by this Collective Bargaining Agreement who are not subject to DOT mandated drug testing and who do not hold a safety sensitive position are only subject to reasonable cause testing as provided herein.

Section 1.2 Testing Because of the consequences that a positive test result has on an employee, the City will employ a very accurate, two-stage testing program. Urine samples will be analyzed by a highly qualified independent laboratory, which is certified by the Substance Abuse and Mental Health Services Administration (SAMHSA). All samples will be tested according to DOT drug testing requirements.

Section 1.3 Screening Test The initial test uses an immunoassay to determine levels of drugs or drug metabolites. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for these five (5) drugs or drug classes.

Substance	Initial Test Level (ng/ml)
Marijuana Metabolites	50
Cocaine Metabolites	300

Opiate Metabolites	300
Phencyclidine	25
Amphetamines	1,000

*25 mg/ml is immunoassay specific for free morphine

These substances and test levels are subject to change by the Department of Transportation as advances in technology or other considerations warrant.

Section 1.4 Confirmatory Test All specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques at the cutoff values listed. The following cutoff levels shall be used to confirm the presence of drugs or drug metabolites:

Substance	Confirmatory Test Level (ng/ml)
Marijuana Metabolite (1)	15
Cocaine Metabolite (2)	150
Opiates:	
Morphine	300
Codeine	300
Phencyclidine	25
Amphetamines:	
Amphetamine	500
Methamphetamine	500

(1) Delta-9-tetrahydrocannabinol-9-carboxylic acid
(2) Benzoylecgonine

In the event the initial urine test indicates a positive response the confirmatory test must be done. These substances and test levels are subject to change by the Department of Transportation as advances in technology or other considerations warrant.

Section 1.5 Laboratory Testing All laboratories selected by the City for analyzing Controlled Substances Testing specimens will be SAMHSA certified.

Section 1.6 Types of Testing Required Testing procedures will be performed as part of pre-qualified practices, after defined reportable accidents, on the basis of reasonable cause, upon return to duty after a positive test, under DOT mandated random testing, contractually agreed upon random testing, and as follow-up testing for post drug rehabilitation.

Section 1.7 Pre-Qualification Testing Controlled substance testing will be part of the City's regulated pre-qualification conditions for MEO I's, MEO II's and MEO III's and any other employees who are required by the City to possess a Class A or Class B license.

Applicants will be advised in writing prior to the application process that pre-qualification testing will be conducted to determine the presence of controlled substances. Applicants will be required to acknowledge in writing an understanding of this request before they receive an application.

Section 1.8 Reasonable Cause Testing Upon reasonable cause, the City will require an employee to be tested for the use of controlled substances.

Reasonable cause is defined as an employee's observable action, appearance, or conduct that clearly indicate the need for a fitness for duty medical evaluation.

The employee's conduct must be witnessed by at least two (2) supervisors, if available. The witnesses must have received training in observing a person's behavior to determine it a medical evaluation is required. When the Supervisor(s) confronts an employee, a Union representative should he made available. If no steward is present, the employee may select another hourly paid employee to accompany him.

Documentation of the employee's conduct shall be prepared and signed by the witnesses within twenty-four (24) hours of the observed behavior, or before the test results are released, whichever is earlier. In addition, a copy will be sent to the Union in a timely manner.

At the time the urine specimen is collected, the employee may opt to also give a blood sample. If the employee takes this option, the blood sample must confirm positive presence for the substance confirmed in the urine test. If no positive is confirmed in the blood specimen, the employee will be given a warning letter and offered an opportunity for rehabilitation as set forth in this Article. However, if there is a second occasion where reasonable cause testing results in a positive urine test, the employee will then be subject to discharge.

Non-DOT - Reasonable Cause: In the event an employee (not covered by DOT) is tested, such test will be performed under the same procedures as outlined in this Article. In the event the test result is positive, as set forth above, it shall be considered a dischargeable offense.

Section 1.9 Post-Accident Drug Testing DOT mandated drivers will be required to submit to a drug test after a serious accident, which is one in which:

1. There is a fatality; or

2. There is bodily injury to a person who, as a result of the injury, receives immediate medical treatment away from the scene of the accident; or

3. One (1) or more motor vehicles incurs disabling damage as a result of the accident requiring a vehicle to be transported away from the scene by a tow truck or other vehicle.

Non-DOT mandated drivers may be required to submit to drug testing if there is any reasonable suspicion of drug usage or reasonable cause to believe that a driver has been operating a vehicle while under the influence of drugs, or reasonable cause to believe the driver was at fault in the accident and drug usage may have been a factor.

Drivers are required to submit to such testing as soon as possible, but in all events within thirty-two (32) hours. Union representation will be made available.

It is not the intention of this language to prohibit the driver from leaving the scene of an accident for the period of time necessary to obtain assistance in responding to the accident or to receive necessary medical attention.

The result of a urine test for the use of controlled substances conducted by federal, state, or local officials having independent authority for the test, shall be considered to meet the requirements of post-accident testing, provided such tests conform to applicable federal, state or local requirements, and that the results of the tests are obtained by the City.

Section 1.10 Random Testing Random Employee Selection: The procedure used to randomly select employees for drug testing, in compliance with the U.S. Department of Transportation Regulations, will be a computer program specifically intended for such an application.

The program will utilize an internal computer clock procedure to randomly generate lists of employees mandated for testing by the Department of Transportation Federal Highway Administration. The computer shall randomly select the required number of employees from the total pool of affected employees in the City.

For verification purposes and to cover absences the computer shall print the following lists for each testing period:

1. Alphabetical total pool list of employees in the City.

2. A list of employees shall be printed from the random list in the order in which they are computer selected.

3. An alternate list, which is a continuation of the random list.

The lists or true copies of the lists shall be maintained by a third party administrator. Upon request to the Local Union President or his designee, the lists will be made available for review by Local Union representatives and City labor relations managers to verify the proper application and use of the lists in the random testing system.

The parties agree that no effort will be made to cause the system and method of selection to be anything but a true random selection procedure insuring that all affected employees are treated fairly and equally.

The City will follow the same procedures utilized in DOT-mandated testing for randomly selecting employees in safety sensitive positions.

The parties further agree not to amend or change the current method of random selection as described herein without prior agreement between the parties.

Section 1.11 Notification City employees, subject to random drug testing, will be notified of testing in person or by direct phone contact. Notification shall be given by the management person responsible for such notification.

Section 1.12 Rehabilitation and Testing After Return To Duty A positive test specimen as a result of a DOT pre-qualification or random test will result in a rehabilitation opportunity. An employee whose test results are reported to the Medical Review Officer by the SAMHSA certified laboratory and who has been contacted by the Medical Review Officer or his/her designee has five (5) calendar days to meet with the Medical Review Officer to review the test results. If the review time schedule is not met, then the Medical Review Officer will report to City Management that the covered employee is not medically qualified to drive. If the Medical Review Officer determines a specimen is positive, then the employee will have five (5) calendar days to evaluate his/her situation with an approved EAP counselor and then up to fifteen (15) calendar days to enter the rehabilitation treatment center after approval of a leave of absence. The City will follow the final recommendations of the Medical Review Officer, who has consulted with the rehabilitation treatment professional as to the appropriate after-care protocol and post rehabilitation unannounced drug testing.

It is understood that if the grievance procedure is utilized contractual time limits on disciplinary action and the employee's request for rehabilitation will be suspended until resolution of the grievance.

Section 1.13 Disciplinary Action Employees may be subject to discipline up to and including discharge as provided below if they test positive for drugs specified elsewhere in this Article.

1. Reasonable Cause Testing

    a. A positive test is a dischargeable offense.
    b. Refusal to submit to a reasonable cause drug test is a dischargeable offense.

2. Post-Accident Testing

    a. A positive test is a dischargeable offense.
    b. Refusal to submit to a post-accident drug test is a dischargeable offense.

3. Random Testing

a. 1st offense - A positive test shall result in a suspension and agreement to testing as scheduled by the City.
b. 2nd offense - A positive test is a dischargeable offense.
c. Refusal to submit to a random drug test is a dischargeable offense.

4. Pre-qualification

a. 1st Offense - A positive test shall result in disqualification for promotion.
b. 2nd offense - A positive test is a dischargeable offense.

5. Other Dischargeable Offenses:

a. Failure to successfully complete rehabilitation.
b. A positive specimen as part of after-care drug testing.
c. Failure to comply with after-care treatment plan.

For purposes of this section, the submission of an adulterated or substituted sample will be considered a refusal to submit to a drug test.

Section 1.14 Preparation for Testing Pursuant to Department of Transportation regulations, the City reserves the right to utilize on site or off site collection facilities. Upon arrival at the collection site, an employee must provide the collection agent with:

- Photo identification.

- An unsigned authorization form for urinalysis drug screening.

If the employee arrives without the above-listed items, the collection agent should contact the City Safety and Health manager or City Human Resources manager.

The employee signs the consent form and the collection agent signs as a witness.

A standard DOT approved urine custody and control form will be supplied by the appropriate laboratory. This form must be used by all collection facilities.

Section 1.15 Specimen Collection Procedures The Employer agrees to use the Specimen Collection Checklist. The checklist, approved by the National UPS/IBT Safety and Health Committee, is to be used with the affected employees at the collection site by the person performing the collection services for the Employer.

The checklist is to be used at all locations, but it is understood that failure to use or the refusal to use the checklist does not invalidate a properly conducted controlled substance testing procedure. Nor does it prohibit an employee's recourse to the collective bargaining agreement and/or the grievance procedure.

All procedures for urine collection will follow Department of Transportation guidelines to ensure an individual's privacy. An employee who gives reason to believe that he or she may have adulterated or substituted a sample will be required to provide a specimen under direct observation by a same gender collection agent.

No unauthorized personnel will be allowed in any area of the collection site. Only one (1) controlled substances testing collection procedure will be conducted at a time and the specimens can only be handled by the collection site person.

The employee being tested should remove any outer garments, such as coats, jackets, hats or scarves, and should leave any personal belongings (purse or briefcase) with the collection agent. If the employee requests it, the collection agent shall provide the employee a receipt for his or her belongings. The employee may retain his or her wallet.

After washing his/her hands, the employee shall remain in the presence of the collection agent and shall not have access to any water fountain, faucet, soap dispenser, cleaning agent or other materials which could be used to adulterate the specimen.

The collection agent provides the employee with a new, sealed kit selected by the employee.

The employee will provide his or her specimen in a stall or otherwise partitioned area that allows for privacy. The City agrees to recognize employee's right to privacy while being subjected to the collection process at all times and at all collection sites. Further, the City agrees that in all circumstances the employee's dignity will be considered and all necessary steps will be taken to insure that the entire process does nothing to demean, embarrass or offend the employees unnecessarily. Authorization for collection under the direct observation of a collection agent (of the same gender) will only be made under specific circumstances. All procedures shall be conducted in a professional, discreet and objective manner. Direct observation will be necessary in cases where there is reason to believe that an employee has adulterated the initial specimen.

The employee shall be instructed to provide at least forty-five (45) milliliters of urine in the first container. The employee shall hand the specimen to the collection agent. The specimen shall remain in the sight of both the collection agent and the employee at all times. A minimum of fifteen (15) milliliters of urine shall be placed in the second container by the collection agent. The collection agent then shall determine that the first container contains at least thirty (30) milliliters of urine. If the individual is unable to provide forty-five (45) milliliters of urine, the collection agent shall direct the individual to drink fluids, not to exceed forty (40) ounces. Then after a reasonable time not to exceed three (3) hours, the employee shall again attempt to provide a complete sample, using a new specimen container. (The original specimen, if any, should be discarded). If the individual is still unable to provide forty-five (45) milliliters of urine, he/she will be taken out of service and medical evaluation will be conducted by a licensed physician approved by the City determine if there is a medical reason for the inability to provide a specimen. If it is not determined that there is a medical reason, the individual will be treated as having refused to take the test. If the employee fails for any reason to provide forty-five (45) milliliters of urine, the

collection agent should contact a third party administrator (TPA) or another City designee.

The regulations specify the privacy procedures and the reasons to believe that a specimen has been adulterated which include conduct clearly and unequivocally indicating an attempt to substitute or adulterate the sample, e.g., abnormal urine color or urine temperature outside the acceptable range. All specimens suspected of being adulterated shall be packaged and forwarded to the laboratory for testing.

In the event of suspected specimen adulteration, a second specimen will be immediately collected if possible, and the entire procedure should be repeated including initiation of a new chain-of-custody form and separate packaging for shipping.

The collection agent shall document any unusual behavior or appearance on the urine custody-and-control form.

Specimen handling (from one (1) authorized individual or place to another) will always be conducted using chain-of-custody procedures. Every effort must be made to minimize the number of people handling specimens. Both specimen containers shall be sealed and then forwarded to an approved laboratory for testing.

When the test is being conducted as part of a rehabilitation program, the collection process may be observed. If observed, the observer shall be the same gender as the employee being tested.

When a test kit is received by a laboratory, the thirty (30) milliliter sealed urine specimen container shall be removed immediately for testing. The shipping container with the remaining sealed container shall be immediately placed in secure refrigerated storage.

If an employee is told that the first sample tested positive, the employee may, within seventy-two (72) hours of receipt of actual notice, request that the second urine specimen be forwarded by the first laboratory to another independent and unrelated SAMHSA approved laboratory of the parties' choice for GC/MS confirmatory testing of the presence of the drug. If an employee chooses to have the second sample analyzed, he/she shall at that time execute a special check off authorization form to insure payment by the employee. If the second test is positive, and the employee wishes to use the rehabilitation option, the employee shall reimburse the City the costs of the second confirmation test and handling and shipping charges before entering the rehabilitation program. For those employees who choose to have the second specimen tested, disciplinary action can only take place after the first laboratory reports a positive finding and the second laboratory confirms the presence of the drug. However, the employee may be taken out of service once the first laboratory reports a positive finding while the second test is being performed. If the second laboratory report is negative, the employee will not be charged for the cost of the second test and will be reimbursed for all lost time. It is also understood that if an employee opts for the second specimen to be tested, contractual time limits on disciplinary action are waived.

Section 1.16 Specimen Shipping Preparations After measuring temperature and visibly inspecting the urine specimen, the collection agent should tighten and seal the specimen shipping container.

The collection agent places a security label (initialed and dated by the employee) over the bottle cap, overlapping the bottle sides.

A double-pouch bag will be used for shipping, with one (1) side for the urine specimen and the other for paperwork.

The collection agent places the urine specimen in the sealable pocket of the specimen bag and then seals the bag.

The collection agent places laboratory copies of the urine custody and control form in the back sleeve of the double-pouch bag.

The collection agent places the sealed specimen bag in the shipping box and seals the box with the tape provided.

The employee receives a copy of the urine custody and control form.

Section 1.17 District Medical Review Officer Each Medical Review Officer (MRO) must be a licensed doctor of medicine or osteopathy with knowledge of substance abuse disorders.

The MRO is responsible for performing the following functions:

1. Reviewing the results of the City's drug testing program.

2. Receiving all positive and negative drug test reports as the DOT regulations, and making all reports of prescribed under drug test results to the Employer.

3. Within a reasonable time, notifying an employee of a confirmed positive test result.

4. Reviewing and interpreting each confirmed positive test result in order to determine if there is an alternative medical explanation for the specimen's testing positive. The MRO shall perform the following functions as part of the review of a confirmed positive test result.

5. Provide an opportunity for the employee to discuss a positive result.

6. Review the employee's medical history and relevant biomedical factors. A driver is allowed to use a controlled substance (except for methadone) only when taken as prescribed by a licensed medical practitioner who is familiar with the driver's medical history and assigned duties.

7. Review all medical records made available by the employee to determine if a confirmed positive test resulted from legally prescribed medication or other possible explanation.

8. Verify that the laboratory report and assessment are correct. The MRO shall be authorized to request that the original specimen be reanalyzed to determine the accuracy of the reported test result.

9. Processing an employee's request to test the split sample. Such testing will be conducted at the employee's expense. The employee shall be reimbursed by the City for any such expense should the retest provide a negative result. If a reanalysis is negative, then the MRO will declare the test canceled.

10. Review and determine with the after-care treatment professionals whether and when a return to work agreement can be made for an employee. The MRO shall also review any rehabilitation program in which the employee participated.

11. Reviewing with after-care treatment professionals the schedule of unannounced testing for an employee who has returned to duty after failing a drug test conducted in accordance with the return to work agreement, or after refusing to submit to a drug test required by the return-to-work agreement.

Section 1.18 MRO Determination If the MRO determines, after appropriate review, that there is a legitimate medical explanation for the confirmed positive test result, the MRO shall report the test to the City as a negative. If the MRO determines, after appropriate review, that there is no legitimate medical explanation for the confirmed positive test result, the MRO shall report the positive test result to the appropriate member of management in accordance with DOT regulations.
Based on a review of laboratory reports, quality assurance and quality control data and other drug test results, the MRO may conclude that a particular confirmed positive drug test result is scientifically insufficient for further action. Under these
circumstances, the MRO shall conclude that the test is negative for, the presence of drugs or drug metabolites in an employee's system.

When there is a question as to the validity or accuracy of a positive test result, only the MRO is authorized to order a re-analysis of the original sample. Not later than seventy-two (72,) hours after notification of a confirmed positive test result, an employee may submit a written request to the MRO for testing, of the split sample. The laboratory used must be certified by the SAMHSA and must follow usual chain-of-custody procedures.

The employee shall be reimbursed for any pay lost if taken out of service based upon a positive test result which is negated by the second test or as the result of the resolution of the Grievance. In order to make a recommendation to return an employee to duty after the employee has tested positive for the presence of controlled substances or has refused to submit to a drug, test, the MRO shall:

A. Ensure that the individual or employees is "drug free," based on a drug test that shows no positive evidence of the presence of a drug or a drug metabolite in the person's system.

B. Ensure that the employee has been evaluated by a rehabilitation program counselor for drug use or abuse.

C. Ensure and confirm with the after-care treatment professional that the employee demonstrates compliance with all conditions or requirements of a rehabilitation program in which he or she participated and follows the after-care treatment plan.

If the MRO, after appropriate review, is in basic disagreement with the treatment or evaluation physician/center as to the appropriate return to work date after evaluation and/or rehabilitation, then the MRO and the treatment/evaluation provider shall mutually agree upon a third (3rd) doctor within ten (10) working days, whose decision as to the appropriate return to work date shall be final and binding. If the third (3rd) doctor agrees that the employee should have been returned to work at a date earlier than that proposed by the MRO, the employee shall be reimbursed at his/her daily guarantee, less any other monies received, back to the release date of the evaluation and/or treatment facility. It shall exclude any time the employee was not available for examination or work.

Section 1.19 Record Retention The medical review officer is the sole custodian of the individual test results. The MRO shall retain reports of individual positive test results for a minimum of five (5) years. Individual negative test results will be maintained for at least twelve (12) months. The City shall maintain in a driver's qualification file only such information as required by the DOT to document compliance with the drug testing requirements.

Section 1.20 Release of Drug Testing Information The MRO shall inform the employee before beginning the verification interview, that the MRO could transmit to appropriate parties information concerning medications being used by the employee or the employee's medical condition only if, in the MRO's medical judgment, the information indicated that the employee may be medically unqualified under applicable DOT agency rules. When a grievance is filed as a result of a positive test the City shall obtain from the laboratory its records relating to the drug test. Upon receiving the records, the City shall promptly provide copies to the appropriate official of the Union, provided that the employee has executed the consent form authorizing release to the Union. The consent request will be given to the employee in conjunction with the request authorizing release of the information to the City.

The City agrees to notify the Union of any change of SAMHSA approved laboratories used for drug testing for whatever reason.

Section 1.21 Paid For Time Testing - Except for drug tests taken in conjunction with a DOT physical, the employee will be paid their regular straight time hourly rate of pay in the following manner:

1. For all time at the collection site.

2. (a) If the collection site is reasonably en route between the employee's home and the center, and the employee is going to or from work, pay for travel time one (1) way between the center and the collection site or the collection site to the center; or

   (b) For travel time both ways between the center and the collection site, only if the collection site is not reasonably en route between the employee's home and the employee's center.

3. If an employee is called at home to take a random drug test at a time when the driver is not en route to or from work. the employee shall be paid in addition to all time at the collection site, travel time both ways between the employee's home and the collection site with no minimum guarantee.

4. When an employee is on the clock and a random drug test is taken any time during the employee's shift, and the shift ends after eight (8) hours, the employee shall be paid time and one-half (1 - 1/2) for all time past the eight (8) hours..

Section 2. Alcohol Testing The parties have agreed that the procedures as set forth in this Article shall be the methodology for testing and will be modified only in the event that further federal legislation or Department of Transportation regulations required by regulation, revise testing methodologies or requirements during the term of this Agreement.

Where such regulations allow revised testing methodologies such modifications shall be subject to mutual agreement by the parties.

Section 2.1 Employees Who Must Be Tested City employees subject to Department of Transportation mandated alcohol testing are those whose jobs require a Class A of Class B Commercial Drivers License (CDL). This includes mechanics and employees who relieve for vacations or other temporary vacancies.

As of May 10, 2015, all employees in safety sensitive positions (all but the clerical unit) will be subject to random alcohol testing.

Section 2.2 Testing Because of the consequences that a positive test result has on an employee, the City will employ a very accurate, two-stage testing program. Breath samples will be collected by a Breath Alcohol Technician (BAT), who has been trained in the use of the Evidential Breath Testing (EBT) device, in a course equivalent to the DOT's model course. All samples will be tested according to DOT alcohol testing requirements. In the event that breath testing is not possible in such cases as reasonable cause, or post accident, the Employer has the right to use alternative DOT approved methods.

Section 2.3 Screening Test The initial screening test uses an Evidential Breath Testing (EBT) *device to* determine levels of alcohol. The following initial cutoff levels shall be used when

screening specimens to determine whether they are negative for alcohol:

Breath Alcohol Levels: Less than 0.02 - Negative
0.02 and above - Positive (Requires Confirmation Test)

Section 2.4 Confirmatory Test All *specimens identified* as positive on the initial screening test, showing an alcohol concentration of 0.02 or higher, shall be confirmed using an EBT that is capable of providing a printed result in triplicate; is capable of assigning a unique and sequential number to each test; and is capable of printing out. On each copy of the printed test result, the manufacturer's name for the device, the device's serial number, and the time of the test.

A confirmation test must be performed not sooner than fifteen (15) minutes after the screening test, but not more than twenty (20) minutes after the screening test.

The following cutoff levels shall be used to confirm the presence of alcohol:

Breath Alcohol Levels: Less than 0.02 - Negative
0.02 to 0.039 - Positive/Out of service for twenty-four (24) hours from time of the test
0.04 and above - Positive/Out of service and referred to Substance Abuse Professional (SAP).

Section 2.5 Types of Testing Required Testing procedures will be performed as part of pre-qualified practices, after defined reportable accidents, on the basis of reasonable cause, upon return to duty after a positive test, under DOT mandated random testing, contractually agreed upon random testing, and as follow-up testing for post alcohol rehabilitation.

Section 2.6 Reasonable Cause Testing Upon reasonable cause, the City will require an employee to be tested for the use of alcohol.

Reasonable cause is defined as an employee's observable action, appearance or conduct that clearly indicates the need for a fitness-for-duty medical evaluation.

The employee's conduct must be witnessed by at least two (2) supervisors, if available. The witnesses must have received training in observing a person's behavior to determine if a medical evaluation is required. When the supervisor confronts an employee, a union representative should be made available. If no steward is present, the employee may select another hourly paid employee to accompany him.

Documentation of the employee's conduct shall be prepared and signed by the witnesses within twenty-four (24) hours of the observed behavior. In addition, a copy will be sent to the Union in a timely manner.

NON-DOT Reasonable Cause Testing:

Employees covered by this Collective Bargaining Agreement who are not subject to DOT mandated alcohol testing and who do not hold a safety sensitive position are only subject to reasonable cause testing as provided herein, in accordance with supplemental practices.

Section 2.7 Post Accident Alcohol Testing DOT mandated drivers will be required to submit to an alcohol test after a serious accident, which is one in which:

1. There is a fatality, or;

2. There is bodily injury to a person who, as a result of the injury, receives immediate medical treatment away from the scene of the accident, or;

3. One (1) or more motor vehicles incur disabling damage as a result of the accident requiring a vehicle to be transported away from the scene by a tow truck or other vehicle.

Non-DOT mandated drivers may be required to submit to alcohol testing if there is any reasonable suspicion of alcohol usage or reasonable cause to believe that a driver has been operating a vehicle while under the influence of alcohol, or reasonable cause to believe the driver was at fault in the accident and alcohol usage may have been a factor.

Alcohol testing will be required after accidents under the above conditions and drivers are required to submit to such testing within two (2) hours of the accident, if possible, and within eight (8) hours at the latest.

Drivers are required to submit to such testing as soon as possible within two (2) hours. Under no circumstances shall this type of testing be conducted more than eight (8) hours after the time of the accident.

It shall be the responsibility of the driver to remain readily available for testing after the occurrence of a commercial motor vehicle accident. It is also the responsibility of the driver to not use alcohol for eight (8) hours or until an alcohol test is performed under this section, whichever occurs first. Union representation will be made available. It is not the intention of this language to prohibit the driver from leaving the scene of an accident for the period of time necessary to obtain assistance in responding to the accident or to receive necessary medical attention.

Law Enforcement Testing

The result of a breath or blood test for the use of alcohol or a urine test for the use of controlled substances, conducted by federal, state, or local officials having independent authority for the test, shall be considered to meet the requirements of post-accident testing provided such tests conform to applicable federal, state or local requirements and that the results of the tests are obtained by the City.

Section 2.8 Random Testing - Random Employee Selection The procedure used to randomly select employees for alcohol testing, in compliance with the U.S. Department of Transportation regulations, will be a computer program specifically intended for such an application.

The program will utilize an internal computer clock procedure to randomly generate lists of employees mandated for testing by the Department of Transportation/Federal Highway Administration. The computer shall randomly select the required number of employees from the total pool of affected employees. The pool of employees selected randomly for controlled substance testing will also be the pool of employees selected for alcohol testing in compliance with DOT regulations. For verification purposes and to cover absences the computer shall print the following lists for each testing period:

1. An alphabetical total pool list of employees in the City.

2. A list of employees shall be printed from the random list in the order in which they are computer selected.

The lists or true copies of the lists shall be maintained by a third party administrator. Upon request to the City, the lists will be made available for review by Union representatives and City labor relations managers to verify the proper application and use of the lists in the random testing system.

The parties agree that no effort will be made to cause the system and method of selection to be anything but a true random selection procedure insuring that all affected employees are treated fairly and equally.

The parties further agree not to amend or change the current method of random selection as described herein without prior agreement between the parties.

The City will follow the same procedures utilized in DOT-mandated testing for randomly selecting employees in safety sensitive positions.

Employees who are on long term illness or leave of absence shall not be subject to testing.

Section 2.9 Notification City employees, subject to random alcohol testing, will be notified of testing in person or by direct phone contact. Notification shall be given by the management person responsible for such notification.

Section 2.10 Rehabilitation and Testing after Return to Duty If the Breath Alcohol Technician (BAT) determines a specimen confirmed positive, then the employee will be removed from service and have five (5) calendar days to evaluate his/her situation with an approved Substance Abuse Professional (SAP) and then up to fifteen (15) calendar days to enter the rehabilitation treatment center after approval of a leave of absence. The City will follow the final recommendations of the Substance Abuse Professional (SAP), working in conjunction with thc Medical Review Officer (MRO), who has consulted with the rehabilitation treatment professional as to the appropriate aftercare protocol and post rehabilitation unannounced alcohol testing.

It is understood that if the grievance procedure is utilized contractual time limits on disciplinary action and the employee's request for rehabilitation will be suspended until resolution of the grievance.

The provision of this agreement will apply to all employees requesting enrollment in a rehabilitation program following a positive alcohol test. Employees may use the City's Employee Assistance Program, a union sponsored program as well as any other referral service in choosing an approved program of treatment.

Section 2.11 Discipline It is agreed that an employee will have a one (1) time rehabilitation opportunity for alcohol abuse, except as provided below.

Reasonable Cause Testing:

An employee who is tested for reasonable cause and whose alcohol level is 0.02 to 0.039 will be taken out of service for twenty-four (24) hours and receive a warning letter.

An employee who is tested for reasonable cause and whose alcohol level is 0.040 to 0.069 will be taken out of service for twenty-four (24) hours, referred to a Substance Abuse Professional (SAP) and suspended for ten (10) days. If the employee has committed a disciplinary offense under the terms of the supplemental agreement, the results of the test may be used in the support of the Employer's disciplinary action.

A second positive test of 0.02 or above is a dischargeable offense.

A positive test of 0.070 or above is a dischargeable offense.

A presumption exists that the employee was drinking on the job if the observation, time of testing and alcohol level combine to show the employee's level was too high to have consumed alcohol prior to the employee's report time.

An employee taken out of service for a positive test result must have a negative test prior to returning to work.

Post Accident Testing:

An employee who is involved in an accident for which the mandate requires post accident testing must submit to such test. A post accident test of 0.02 or above is a dischargeable offense.
Random Testing:

A positive test of 0.02 to 0.039 will result in the employee being taken out of service for twenty-four (24) hours and a warning letter shall be issued.

A second positive test of 0.02 to 0.069 or an initial positive test of 0.04 or above will result in the

employee being taken out of service and a ten (10) day suspension shall be imposed. The employee will also be referred to a Substance Abuse Professional (SAP) for evaluation. If the SAP requires in-patient treatment and that inpatient treatment is the second such treatment afforded the employee, the cost of such treatment will not be borne by the City medical plan.

A third positive test of 0.02 or above after the employee was tested pursuant to the above levels will subject the employee to discharge.

Dischargeable Offenses:

Other language to the contrary notwithstanding, the following may result in discipline up to and including discharge:

A. Failure to successfully complete rehabilitation.

B. A positive test as part of post-care testing.

C. Failure to comply with the after-care treatment plan.

D. Possession of and/or consumption of an alcoholic beverage while on duty.

E. Any test of an on-duty employee that measures at or above the state mandated DWI level. Should any state reduce the DWI mandated levels below 0.08, the Employer and the Union agree to meet and re-negotiate section E. of this Agreement,

F. An employee's refusal to submit to a negotiated test.

In no circumstances under this Section shall suspension time run concurrently with any leave period.

Section 2.12 Preparation for Testing Pursuant to Department of Transportation regulations, the City reserves the right to utilize on site or off site testing facilities. Under no circumstances shall the City utilize City personnel to serve as a Breath Alcohol Technician (BAT). City forms used in the testing procedure shall be mutually agreed upon by both parties.

Upon arrival at the testing site, an employee must provide the BAT with a photo identification.

If the employee arrives without the photo identification, the BAT should contact the City Safety and Health manager or the City Human Resources manager.

A consent form will be provided to the BAT by the City or third party administrator. The employee shall sign the consent form and the BAT shall sign as a witness.

A standard DOT approved alcohol testing form must be used by all testing facilities.

Section 2.13 Specimen Testing Procedures The City agrees to implement a "Specimen Testing Checklist." The checklist is to be used with the affected employees at the testing site by the person performing the testing for the City. The checklist is to be used at all locations, but it is understood that failure to use or the refusal to use the checklist does not invalidate a properly conducted alcohol testing procedure. Nor does it prohibit an employee's recourse to the collective bargaining agreement and/or the grievance procedure.

Procedures for alcohol testing will follow Department of Transportation guidelines to ensure an individual's privacy.

No unauthorized personnel will be allowed in any area of the testing site. Only one (1) alcohol testing procedure will be conducted at a time.

The employee will provide his or her specimen in a location that allows for privacy. The City agrees to recognize all employees' rights to privacy while being subjected to the testing process at all times and at all testing sites. Further the City agrees that in all circumstances the employee's dignity will be considered and all necessary steps will be taken to insure that the entire process does nothing to demean, embarrass or offend the employees unnecessarily. Testing will be under the direct observation of a BAT. All procedures shall be conducted in a professional, discreet and objective manner. Direct observation will be necessary in all cases.

The employee shall provide an adequate amount of breath for the EBT device. If the individual is unable to provide a sufficient amount of breath, the BAT shall direct the individual to again attempt to provide a complete sample. If the employee fails for any reason to provide the requisite amount of breath, the BAT shall contact the City.

If an employee is unsuccessful in providing the requisite amount of breath, the City then must have the employee obtain, as soon as practical, an evaluation from a licensed physician chosen by the City concerning the employee's medical ability to provide an adequate amount of breath. If the physician determines that a medical condition has, or with a high degree of probability, could have precluded the employee from providing an adequate amount of breath, the employee's failure to provide an adequate amount of breath will not be deemed a refusal to take the test.

If the physician is unable to make a determination that the employee was medically unable to provide a sufficient amount of breath, the employee will be regarded as refusing to take the test.

The BAT shall document any unusual behavior or appearance on the alcohol testing form.

Section 2.14 Substance Abuse Professional (SAP) and Medical Review Officer (MRO) Each Substance Abuse Professional (SAP) must be a licensed Doctor of Medicine or Osteopathy, or a licensed or certified psychologist, social worker, employee assistance professional or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substance-related disorders.

Each Medical Review Officer (MRO) must be a licensed Doctor of Medicine or Osteopathy with knowledge of substance abuse disorders. The SAP and the MRO may be the same individual if they meet the DOT regulations.

The SAP, working in conjunction with the MRO, is responsible for performing the following functions:

1. Review and determine with the after-care treatment professionals whether and when a return to with be made for an employee. The SAP, working in conjunction with the MRO, shall also review any rehabilitation program in which the employee participated.

2. Reviewing with after-care treatment professionals the schedule of unannounced testing for an employee who has returned to duty after failing an alcohol test conducted in accordance with the return to work agreement, or after refusing to submit to an alcohol test required by the return to work agreement.

Frequency of such follow-up testing shall consist of at least six (6) tests in the first twelve (12) months following the drivers' return to duty. The one (1) year period may be extended by the after-care treatment professional in consultation with the SAP, working in conjunction with the MRO, as necessary.

Section 2.15 SAP/MRO Determination In order to make a recommendation to return an employee to duty after the employee has tested positive for the presence of alcohol or has refused to submit to an alcohol test, the SAP, working in conjunction with the MRO, shall:

A. Ensure that the individual or employee is "alcohol free" based on an alcohol test that shows no positive evidence of the presence of alcohol in the person's system.

B. Ensure that the employee has been evaluated by a rehabilitation program counselor for alcohol use or abuse.

C. Ensure and confirm with the after-care treatment professional that the employee demonstrates compliance with all conditions or requirements of a rehabilitation program in which he or she participated and follows the after-care treatment plan.

If the SAP, working in conjunction with the MRO, after appropriate review, is in basic disagreement with the treatment or evaluation physician/center as to the appropriate return to work date after evaluation and/or rehabilitation, then the SAP, working in conjunction with the MRO, and the treatment/evaluation provider shall mutually agree upon a third (3rd) doctor within ten (10) working days, whose decision as to the appropriate return to work date shall be final and binding. If the third (3rd) doctor agrees that the employee should have been returned to work at a date earlier than that proposed by the SAP, working in conjunction with the MRO, the employee shall be reimbursed at his/her daily guarantee, less any other monies received, back to the release date of the evaluation and/or treatment facility. It shall exclude any time the employee was not available for examination or work.

Section 2.16 **Record** Retention The City shall maintain records in a secure manner, so that disclosure of information to unauthorized persons does not occur. Each City or its agent is required to maintain the following records for two (2) years:

1. Records of the inspection and maintenance of each EBT used in employee testing;

2. Documentation of the Employer's compliance with the Quality Assurance Plan (QAP) for each EBT it uses for alcohol testing;

3. Records of the training and proficiency testing of each BAT used in employee testing; and

4. Any required logbooks.

The City or its agent must maintain for five (5) years records pertaining to the calibration of each EBT used in alcohol testing, including records of the results of external calibration checks.

Section 2.17 **Release of Alcohol Testing Information** The Breath Alcohol Technician (BAT) shall inform the employee before testing that the City will be notified if the confirmatory test is greater than 0.02, since the employee will be removed from service and considered medically unqualified to drive under DOT agency rules and regulations.

When a grievance is filed as a result of a positive test the City shall obtain records relating to the alcohol test. Upon receiving the records, the Employer shall promptly provide copies to the appropriate official of the Union, provided that the employee has executed the consent form authorizing release to the Union. The consent request will be given to the employee in conjunction with the request authorizing release of the information to the City.

Section 2.18 **Paid For Time** Testing – the employee will be paid their regular straight time hourly rate of pay in the following manner:

1. For all time at the testing site.

2. (a) If the testing site is reasonably en route between the employee's home and the center, and the employee is going to or from work, pay for travel time one way between the center and the testing site or the testing site to the center; or

   (b) For travel time both ways between the center and the testing site only if the testing site is not reasonably en route between the employee's home and the employee's center.

When an employee is on the clock and a random alcohol test is taken any time during the employee's shift and the shift ends after eight (8) hours, the employee shall be paid time and one-half (1-1/2) for all time past the eight (8) hours.

Section 3. Suspension or Revocation of License In the event an employee shall suffer a suspension or revocation of the right to drive the city's equipment for any reason, the employee must notify the City before they next report to work. Failure to comply will subject the employee to disciplinary action up to and including discharge in accordance with law and this contract.

Section 4. Marijuana On-duty use of marijuana and/or an employee reporting for work impaired due to marijuana use continues to be prohibited, even if the employee meets all the requirements to use marijuana medicinally.

Other than in the above circumstances, Non-DOT employees who test positive for marijuana as a result of a random drug test will not be automatically subject to disciplinary action and/or mandated treatment provided that, at the time of the drug test, the employee documents to the satisfaction of the City that the employee meets all of the legal requirements to use marijuana medicinally, including possession of an active Medical Use of Marijuana Patient Identification card, a current certification from a licensed physician and registration by the Commonwealth of Massachusetts to access a registered marijuana dispensary to obtain marijuana for medical use. The City will also require such employee to undergo a fitness for duty evaluation prior to returning to work. The employee is required to cooperate fully in the process of gathering all information required. Pending the gathering of this information and the results of the fitness for duty evaluation, the City reserves the right to place the employee on paid leave.

The decision about whether any employee's use of medicinal marijuana will be accommodated by the City, and the terms of that accommodation, will be made after an interactive process between the City, the Union, and the employee to determine whether the requested accommodation is reasonable. The employee is required to fully cooperate in the interactive process.

The parties agree to reopen contract negotiations if alternative forms of drug testing for marijuana are approved by the Department of Transportation. If a marijuana impairment test is implemented, the language above relating to the medical use of marijuana will no longer be in effect.

ARTICLE 25
TRAINING and EDUCATION FUNDS

Section 1. Availability Training and education funds shall be available for the cost of courses successfully completed and seminars taken which are related to the employment of the employee and for which the employee has received prior approval of his Department Head and the Director of Budget and Personnel. In appropriate circumstances for seminars and training sessions, employees shall not suffer any loss of pay or bear any of the fees of said sessions.

Section 2. Allocations The City will pay of a maximum of $1,600 per person annually up to a total of $35,000 each year of this Agreement for tuition reimbursement. The City and the Union will meet to discuss methods of allocation or distribution should the cap be reached.

Effective July 1, 2018, the per employee maximum will increase to $2,000 annually and the total cap will increase to $50,000 per year.

Section 3. Cross-Training for ECC The City will provide Joint Dispatcher Certification incentive pay of $2000 per year for dispatchers who have been working as an ETD for two years or more and who have successfully been certified as a Joint Police, Fire and EMS Dispatcher by the ECD. Certification will follow successful completion of a course of classroom training, self-study, on-the-job training, time spent performing the specific dispatch function under supervision and certification test process. An opportunity to enter the course of training will be offered to every qualified employee who requests it. However, because of the expense and time involved, only one (1) employee per work-group at a time can be accommodated in such a course of training and certification. This incentive pay will be paid weekly and included in the base. Candidates for training will be selected by the department, exercising reasonable discretion taking into account staffing needs, commitment, attendance and seniority. Selection for training shall be subject to grievance process through step 3, but not arbitrable.

ARTICLE 26
MISCELLANEOUS

Section 1. Pension Plan Employees must participate in the City Pension Plan available to other City employees. Temporary employees are eligible after six (6) months' employment.

Section 2. Bulletin Boards Bulletin Board space will be provided for Union announcements. Such announcements shall not contain anything political, denunciatory or inflammatory, nor anything derogatory of the City or any of its officers or employees. Any violations by the Union of this Section shall relieve the City of its obligation under this Section.

Section 3. Union Representative The City recognizes the right of the Union to designate job stewards and alternates from the City's seniority list.

The authority of job stewards and alternates so designated by the Union shall be limited to, and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances to the City, or the designated company representative in accordance with the provisions of this collective bargaining agreement;

2. The collection of dues when authorized by appropriate Local Union action;

3. The transmission of such messages and information which shall originate with, and are authorized by the Local Union or its officers, provided such messages and information:

    (a) have been reduced to writing, or
    (b) if not reduced to writing, are of a routine nature and do not involve work stoppages, slow-downs, refusal to perform work, or any other interference with the City's business.

Job stewards and alternates have no authority to take strike action, cause a slowdown or any other action interrupting the City's business.

The City recognizes these limitations upon the authority of job stewards and their alternates, and shall not hold the Union liable for any unauthorized acts. The City in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the shop steward has taken unauthorized strike action, slowdown, or work stoppage in violation of this Agreement. The Union reserves the right to remove the Shop Steward at any time, for the good of the Union.

Upon receiving permission from their immediate supervisor, which permission shall not be unreasonably withheld, stewards shall be permitted to investigate, present and process grievances on or off the property of the City, without loss of time or pay during working hours.

Stewards shall be granted super-seniority for all purposes including lay-off, to the extent consistent with law.

Section 4. Motor Equipment Operators No employee in Public Works Unit A on temporary status shall be assigned the task of driving a truck if a permanent employee in said Unit is present and available for said task, provided further that any employee assigned to driving trucks shall be fully licensed to drive the truck. The City will implement the (DVS) License Status Tracker program through the Registry of Motor Vehicles.

The City shall train and pay for the instruction and license fee of its Public Works employees in Unit A and Unit D who regularly perform such duties and who are required by law to have a Massachusetts Department of Public Utilities Hoisting and Engineering License for heavy equipment.

Motor Equipment Job Series as Follows:

Motor Equipment Operator - Class II (CDL C) license required

Motor Equipment Operator I - Class II (CDL B) license required (Additional D.P.U. license may also be required)

Motor Equipment Operator II - Class II (CDL B) license required (Rubbish only)

Motor Equipment Operator III - (CDL A) (Reserved for heavy equipment only) Class I license required plus any D.P.U. license to perform the duties of the position.

All current employees shall be grandfathered in current position.

The position of MEOIIA created for MEOI and IIs with hoisting and engineering, and Class B licenses whose jobs require them to use the license. No more than 12 MEOIIA positions will be created though reclassification of existing positions. Up to five (5) jobs will be filled through

postings. MEOII Tree Climber, Forestry Worker, and Sewer Cleaner will be reclassified and paid at the MEOIIA rate.

Section 5. Tools Any skilled laborer who has his tools inventoried by a foreman shall have them replaced at no cost to the employee by the City when the employee's tools are damaged, worn out or where evidence is presented that they have been stolen.

Section 6. Safety Committee The City and the Union will create a study committee composed of three city members and three union members to discuss safety items such as safety vests, etc.

Any agreements reached shall be submitted and recommended to the City Manager for his review and implementation.

Section 7. Personnel File Each employee shall be permitted with advance notice of seventy-two (72) hours to examine, during normal business hours, his personnel file. The City may require that a Personnel Office employee be present during the examination. Employees may obtain a copy of documents contained in his/her personnel file at the copying cost established by the Commonwealth for public records.

Section 8. Civil Service Examination Employees shall be granted reasonable leave with pay for the purpose of taking a Civil Service test or examination provided the employee submits a copy of his notice of the examination, prior to the date of his scheduled examination or, in the case of walk-in examination, a copy of the results of the examination.

Section 9. Discipline Employees may be disciplined or discharged for just cause, provided, however, that an employee may be terminated during his probationary period without recourse by the employee or the Union. For purposes of this section, the union probationary period shall be 12 months. Employees who have completed their probationary period under G.L. c. 31 shall follow civil service procedures in appealing any disciplinary action by the City. For these purposes, a civil service hearing before the appointing authority or the appointing authority's designated hearing officer shall be regarded as the Step 3 hearing pursuant to Article 3. Disciplinary action may be submitted to arbitration pursuant to Article 4 at such time as it is otherwise appealable to the Civil Service Commission. An eligible employee may exercise his/her appeal to the Civil Service Commission or to arbitration, but not both.

Section 10. Indemnification of Employees The City shall, in accordance with Chapter 268, Section 9, of the General Laws, indemnify any employee for expenses or damages incurred by him in the defense or settlement of a claim against him in an amount not to exceed One Million Dollars ($1,000,000.00), which claim arose out of acts performed by such employee while acting within the scope of his official duties of employment; provided that the defense or settlement of such claim shall have been made by the City Solicitor or by an attorney legally employed for the purpose by the City or by an attorney furnished by an insurer obligated under the terms of a policy of insurance to defend the City against such claim.

Section 11. Maintenance of Rubbish Packers

The City shall use not less than ten (10) packers to collect rubbish, organics, and public area litter bins unless sufficient personnel are not available. The City may assign, at its discretion, one or more packers to assist with the collection of rubbish or organics after completing their regular routes.

No permanent employees of the DPW shall be laid off as a result of reducing the minimum number of packers used.

For language that was in effect prior to April 1, 2018, see the parties' 2014-2017 collective bargaining agreement.

Section 12. Rate Upon Promotion Any employee promoted to a position in a higher pay grade shall be placed in the step in the higher pay grade which shall result in receiving no less than a full increment pay increase. An employee who has more than fifteen (15) years of service shall receive the maximum pay grade of the position he/she is promoted.

Section 13. Pay Checks All pay checks shall be delivered to employees no later than 12 noon on each pay day; provided that checks shall be cashed on the employee's own time.

Employees hired on or after July 1, 2011 will be required to use direct deposit; pay stubs for those employees hired on or after July 1, 2011 may be made available to employees on-line, rather than through paper copy.

Section 14. Licenses For employees in the Public Works Department, the Electrical Department and the Water Treatment Plant Operators in Unit G, the City will pay for required licenses in order for these employees to perform work within their classifications.

Section 15. T-pass Reimbursement The City shall reimburse 65% of the cost of a monthly T-pass up to a maximum reimbursement of $120 pre-tax for T-passes purchased through payroll deduction.

Section 16. Parking Garage The City will provide subsidized parking for Local 25 members at the First Street Garage, under the same terms as parking is provided at the Green St. Garage, i.e., $2.00 per exit, or $10.00 per week paid through payroll deduction. The City will arrange with Cambridge Health Alliance to allow City employees who park at First Street to ride the CHA shuttle to and from the Hampshire Street work location during hours of operation of the CHA shuttle. The City will provide subsidized parking at the Main Library Parking Garage for Local 25 members regularly assigned to work at the Main Library under the same terms as those described above for the First Street and Green Street Garages.

Section 17. Adoption Benefit The City will reimburse employees for reasonable expenses associated with adoption, including agency fees, attorney fees, court fees, and travel expenses up to $2500 per adoption.

Section 18. Dotting Dotting in the Public Works Department and the Traffic and Parking Department may be done at the discretion of Management to fill in for absences in budgeted positions for short-term sick leave, worker's compensation, and vacation, except that no dotting into the position of Operational Foreperson on the First Street Crews shall be allowed. When the Operational Foreperson is absent and an individual is designated by the department to perform his/her duties, that employee shall receive an additional $1.00 per hour over his/her regular rate of pay.

A) There is no contractual obligation to dot for such short-term absence, except that all persons operating rubbish packers shall be paid as MEOIIs when operating such equipment.
B) In selecting who is to receive a dot to cover for such short-term absence, the City may exercise reasonable discretion to select the person or persons it believes, in the totality of the circumstances, most appropriate at that time. Seniority shall be given first consideration but shall not be the determining factor unless all other circumstances are equal.
C) Decisions as to whether to dot or not or, if there is dotting, who gets the dot, shall be subject to the grievance process, but not to arbitration. Any such grievances shall be reviewed by the City Manager prior to answering. However, grievances over violations of the four-month limitation in Section D are subject to arbitration.
D) No one may be dotted into a position which does not exist in the departmental budget or for which no short-term absence exists. No individual may be dotted in a position in excess of 4 months; if at that time an absence still exists, the Department shall either cancel the dot and operate with the position unfilled, or seek to fill a temporary or permanent vacancy through the regular City promotion process.
E) Nothing in this agreement shall prevent the City from dotting employees as necessary during emergencies, or during snow operations.

F) The City and the Union agree to meet periodically to discuss problems arising out of the dotting system.

Section 19. Hubway Membership The City shall offer Hubway memberships to benefited employees, on the same terms as non-union employees.

Section 20. Emergency Communications Dispatchers Court Time
An emergency communications dispatcher on duty at night or on vacation, or on any other pre-scheduled day-off, who is requested to attend court as a witness in a criminal or other case arising out of the performance of the dispatcher's duties, will receive a minimum of four (4) hours of pay at the employee's overtime rate if the following conditions are met:

1. The employee forwards any notice received regarding the scheduled court date to his/her direct supervisor, the administrative supervisor and the Chief of Operations. In the event the dispatcher's direct supervisor is on vacation, the notice should also be forwarded to the dispatcher's shift supervisor.

2. The employee reports to court at the designated time;
3. The employee produces verification of the time he or she was present at court.

If an employee is notified prior to 5:00 p.m. on the day before he/she is scheduled to report to court that his or her appearance has been canceled, the employee is not entitled to any overtime pay. If an appearance is canceled after that time but before the employee reports to court, the employee will receive two (2) hours of overtime pay. If an employee is required to remain at court for longer than four (4) hours, he or she will receive overtime pay for the actual number of hours his/her presence was required.

In lieu of reporting to court at the time designated in the notification, employees may voluntarily seek the Department Head's approval to be on call. If an employee is granted permission to remain on call from home and does not have to report to court, he/she will receive two (2) hours of overtime provided the court appearance was not canceled prior to 5:00 p.m. on the day before he/she was scheduled to report. If an on-call employee is required to report to court from home, the four (4) hour court time minimum will apply instead of the two (2) hour on call pay, provided the conditions listed above are met.

In lieu of receiving the overtime or on-call pay described in the above paragraphs, if an employee is scheduled to work the midnight shift immediately prior to the day that he/she is scheduled to report to court, the employee may request to be moved to the day shift on the court date. If staffing is sufficient or if any resulting overtime is filled, then the request will be allowed. However, if the overtime is not filled, the request will be denied, as no dispatcher will be forced to work overtime in order to accommodate such a request.

Section 21. Mobile Technology/Recording of Work Time Before expanding the use of GPS devices in vehicles and mobile phone and computing devices, or establishing or modifying systems for reporting and recording work time, the City will provide the Union 30 days notice and will meet with the Union upon request to discuss any questions or concerns about the City's contemplated action under this paragraph.

The City and the Union acknowledge that the primary goal of the City's use of GPS and technology monitoring systems in City vehicles is to maximize services to the public and that these systems may be used for a variety of operations-related reasons. In the event the City uses GPS information in support of disciplinary action, that information will be made available to the Union upon request. No disciplinary action will be taken without just cause.

ARTICLE 27
STABILITY OF AGREEMENT

No amendment, alteration or variation of the terms or provisions of this Agreement shall bind the parties hereto unless made and executed in writing by the parties hereto.

ARTICLE 28
SEPARABILITY

If any Article or Section of this contract or any Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any Rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

ARTICLE 29
GENERAL

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE 30
DURATION

Section 1. Effective Period This contract shall be effective as of July 1, 2017 and shall continue in full force and effect until June 30, 2020 and from year to year thereafter, except that either party may, by written notice to the other at least sixty (60) days prior to the termination date, or any anniversary date thereof, give notice of its desire to modify or terminate this Agreement. Unless otherwise specified in separate Articles in this Agreement, all terms and conditions shall be effective as of the date of Union ratification of this Agreement.

Section 2. Collective Bargaining - New Agreement Upon receipt of such notice, the parties will meet and engage in collective bargaining for the purpose of reaching a new Agreement.

WITNESS OUR HANDS AND SEALS THIS 5th DAY OF December, 2018.

CITY OF CAMBRIDGE:

Louis A. DePasquale
City Manager

Sheila Keady Rawson
Personnel Director

Jamie Matthews
Assistant Director/
Human Resource Administration

TEAMSTERS LOCAL 25, AFFILIATED WITH IBT:

Sean O'Brien
President

Jason Lopes
Business Agent

Joan Corey
Business Agent

Approved as to form:

Nancy E. Glowa
City Solicitor

ARTICLE 30
DURATION

Section 1. Effective Period This contract shall be effective as of July 1, 2017 and shall continue in full force and effect until June 30, 2020 and from year to year thereafter, except that either party may, by written notice to the other at least sixty (60) days prior to the termination date, or any anniversary date thereof, give notice of its desire to modify or terminate this Agreement. Unless otherwise specified in separate Articles in this Agreement, all terms and conditions shall be effective as of the date of Union ratification of this Agreement.

Section 2. Collective Bargaining - New Agreement Upon receipt of such notice, the parties will meet and engage in collective bargaining for the purpose of reaching a new Agreement.

WITNESS OUR HANDS AND SEALS THIS ____ DAY OF _____, 2018.

CITY OF CAMBRIDGE:

_____
Louis A. DePasquale
City Manager

_____
Sheila Keady Rawson
Personnel Director

_____
Jamie Matthews
Assistant Director/
Human Resource Administration

Approved as to form:

_____
Nancy E. Glowa
City Solicitor

TEAMSTERS LOCAL 25, AFFILIATED WITH IBT:

_____
Sean O'Brien
President

_____
Jason Lopes
Business Agent

_____
Joan Corey
Business Agent

RANDOM DRUG AND ALCOHOL TESTING SIDE LETTER

The City and the Union agree that if any portion of their agreement to expand random drug and alcohol testing to all safety sensitive positions (or the City's right to act upon the results thereof), which are essential components of the parties' settlement, are held invalid by a tribunal of competent jurisdiction, or if compliance or enforcement of any such provision is in any way restrained, then the City shall have no obligation to pay or to continue in effect the $0.50 salary increase (or any subsequent compounding thereof), which is specifically linked to the testing provisions, until such time as a final judgment is rendered and not appealed which declares such provisions valid or removes any restraint on their enforcement.

Under such circumstances, the City and the Union agree to meet and discuss alternative options.

ARTICLE 9 SIDE LETTER

Local 25, Teamsters and the City of Cambridge agree that, in interpreting Article 9, Section 3 of the contract both past practice and the provisions of Section 1, as interpreted by the parties, authorize the City to select from among the three most senior candidates who are qualified, for any vacancy. The parties agree that Article 9 provides no rights to bid for a particular assignment or a particular shift. The union may grieve and arbitrate any promotion it asserts is not within the Rule of Three.

/s/ Michael P. Gardner
For The City of Cambridge

/s/ William Carnes
For Local 25, Teamsters

Dated:
December 2, 1999

IMPORTANT

WHEN LEAVING CRAFT, CONTACT YOUR

SHOP STEWARD OR BUSINESS AGENT

OR THE UNION OFFICE TO REQUEST

A WITHDRAWAL CARD,

OTHERWISE YOU WILL BE REQUIRED TO

CONTINUE PAYING YOUR MONTHLY DUES.