

AGREEMENT

BETWEEN

CITY OF CAMBRIDGE

AND

**INDEPENDENT WATER WORKERS
ASSOCIATION**

EFFECTIVE: JULY 1, 2017

EXPIRATION: JUNE 30, 2020

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AGREEMENT

This Agreement entered into between the CITY OF CAMBRIDGE, MASSACHUSETTS (hereinafter referred to as "the City") and the INDEPENDENT WATER WORKERS ASSOCIATION (hereinafter referred to as "the Union") has as its purposes the promotion of harmonious relations between 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 terms and 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 full-time and regular part-time employees of the Cambridge Water Department in the following classifications:

cross-connection inspectors, cross-connection supervisors, meter technicians, meter technician supervisors, reservoir caretakers, working supervisors, construction inspectors, water system maintenance crafts-workers, skilled laborers, laborers, motor equipment operators, motor equipment repair-workers, inventory control specialists, motor equipment operators – operations specialist, and excluding all other employees, including, but not limited to, treatment plant operators, filter operators, working foreperson, machine maintenance, superintendent, managing director, distribution supervisors, business manager, chief ranger, ranger, master mechanic, manager of water resources, manager of distribution, assistant manager of distribution, manager of engineering, supervisor of water quality, assistant water quality supervisor, watershed manager, manager of operators, administrative assistants, fiscal coordinator, office clerical staff, interns and co-op students, other supervisors, accountants, engineers, chemists, seasonal employees, co-op students, interns and managerial and confidential employees.

Section 2. City Advises New Employees of Bargaining Representative

The City will advise all new employees covered by this Agreement at the time of hire that the Union is their bargaining representative and will notify the Union at the end of each quarter of the name and address and classification of each new employee. The City recognizes the right of any eligible 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

DEFINITIONS

Employee shall mean an employee of the City occupying a position defined in Article I.

Full-time Employee shall mean any employee retained in full-time, continuous employment which is at least thirty-seven and one-half (37.5) hours per week, and who has completed successfully a twelve (12) month probationary period.

Probationary Employee shall mean a person filling a permanent position is considered a probationary employee until that person has actually worked on a full-time basis for twelve (12) calendar months.

Part-time Employee shall mean an employee who is scheduled to work less than thirty-seven and one-half (37.5) hours per week.

City shall mean the Appointing Authority of the City or his/her designee(s).

ARTICLE 3

UNION DUES, INITIATION FEE, AND AGENCY SERVICE FEES

Section 1. Union Membership

Membership in the Union on a non-discriminatory basis will be uniformly available to any member of the certified bargaining unit who applies. So long

as such membership is available as heretofore agreed, the City will deduct dues as follows:

Upon receipt by the City of a signed voluntary authorization form by an employee, the City agrees to deduct the monthly Union membership dues levied in accordance with the Union's By-Laws from the pay of said employee and remit the aggregate amount to the Treasurer of the Union along with a list of employees from whose pay said dues have been deducted. Such remittance shall be made by the tenth day of the succeeding month. An authorization may be revoked by an employee by sending a signed written notice thereof to the City Treasurer, said revocation to take effect sixty (60) days after receipt thereof. The City shall send a copy to the Union.

Section 2. Dues Authorization Form

The following authorization dues deduction form shall be used:

**DUES / AGENCY SERVICE FEE PAYROLL DEDUCTION
AUTHORIZATION FORM**

I, _____, hereby authorize my Employer, the City of Cambridge (Water Department) to deduct from my regular salary the amount established by the Independent Water Workers Association ("IWWA") as dues or agency service fee and to transmit at regular intervals such deducted dues or fees to the Treasurer of the IWWA.

The foregoing authorization shall continue for a period of one (1) year from the date hereof or until the termination of this Agreement, whichever occurs first, and shall be automatically renewed for successive periods of one (1) year, unless written notice of revocation is given by me to the City Treasurer and, upon the receipt thereof, this authorization shall expire sixty (60) days thereafter.

Effective Date: _____

Signature: _____
(Please print or type name below)

ARTICLE 4

GRIEVANCE PROCEDURE

Section 1. Definition of Term "Grievance"

A grievance is defined as a dispute concerning the interpretation, application, or meaning of a provision of this Agreement

Section 2. Grievance Procedure

A grievance shall be settled in the following manner:

STEP 1

An aggrieved employee shall file any grievance on a form provided by the City, in writing, with the Department division head within fifteen (15) working days of the act or occurrence giving rise to the grievance or when the employee should have become aware of the grievance using due diligence and concern. Within ten (10) working days of filing, a written decision shall be forwarded to the grievant.

STEP 2

If the decision at Step 1 does not resolve the grievance, then the Union may, within five (5) working days of receipt of the Step 1 answer, or within five (5) working days of when the Step 1 answer was due but not received, forward the grievance to the Department Head or designee using the form provided by the City. The Department Head shall have ten (10) working days to consider the grievance and forward a written decision to the grievant.

STEP 3

If the decision at Step 2 does not resolve the grievance, then the Union may, within five (5) working days of receipt of the Step 2 answer, or within five (5) working days of when the Step 2 answer was due but not received, refer the grievance to Step 3, City Manager or designee. The City Manager or designee shall respond in writing within ten (10) days of receipt of the grievance or a meeting to consider the matter. It is hereby agreed that, unless the parties agree that a meeting with the City Manager or his designee would be unnecessary or futile, the Union shall be given an opportunity to present the grievance to the City Manager or designee in a meeting.

Section 3. Contents of Grievances

All grievances filed at Step 1 and beyond in the grievance and arbitration procedure shall specify:

- (a) the particular contract article and section alleged to have been violated;
- (b) in reasonable detail, the facts supporting each alleged violation;
- (c) the date each act or omission violating the agreement is alleged to have occurred; and

(d) the remedy sought for each alleged contract violation.

Failure to provide sufficient information as required above, by the step 3 hearing, shall result in the grievance being non-arbitrable.

Section 4. Time Limits

The failure of an employee or the Union to file or process a grievance in accordance with the time limits specified in this Agreement shall constitute a waiver of the grievance, unless upon the Union's written request, the time limits are extended by mutual agreement to process a grievance from one step to the next. There shall be no waiver of time limits for the initial filing of the grievance.

Section 5. Employee Submittal of a Grievance

An employee may present a grievance, without the intercession of the Union at Step 1, but the Union has the right to have one representative present at the meeting.

Section 6. Precedent

All grievances settled at Step 1 shall not constitute a precedent for future dealings between the parties. All grievances settled at Step 2 shall ordinarily constitute a precedent, unless otherwise stated.

Section 7. Matters Not Subject to Grievance/Arbitration Procedure

The following matters shall not be subject to the grievance and arbitration procedure under this Agreement:

- a) disputes over alleged unlawful discrimination;
- b) the dismissal or discipline of a probationary employee;
- c) any incident which occurred or failed to occur prior to the effective date of this Agreement;
- d) notwithstanding any other provisions of this Agreement to the contrary, issues subject to Retirement Board, Civil Service Commission, with the exception of discipline pursuant to M.G.L. c. 31 sec. 41, Massachusetts Commission Against Discrimination (MCAD), Department of Industrial Accidents, Department of Personnel Administration (DPA) or other similar

subject matters which have rights of appeal, shall not be the subject of arbitration.

e) changes in job descriptions or assigned duties or classifications and pay grades for newly created positions;

f) the substance of an evaluation;

g) layoff or reassignment for non-disciplinary reasons after alternative methods have been considered.

(h) warnings and reprimands are subject to the grievance procedure, through the third step, however, they are not subject to the arbitration procedure.

ARTICLE 5

ARBITRATION

Section 1. Timely Submission

Any grievance which has not been settled under Article 4 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/her designee is received or due, whichever is sooner. Provided however, that upon the written request of either party, the above time limit shall be reasonably extended by mutual consent.

Section 2. Selection of Arbitration

If mutually agreed upon by the parties within seven (7) days from the date that the submitting party has served the other party with written notice of intent to arbitrate, the Board of Conciliation and Arbitration ("BCA") shall conduct the arbitration procedure. The expenses of the proceedings shall be borne equally by the City and the Union. If either party desires a verbatim record of the proceedings, the party requesting a record to be made shall pay for the record and make copies available to the other party at cost (of reproduction) and without charge to the arbitrator/conciliator. If the parties fail to agree to use the BCA within the aforesaid seven (7) day period, then the parties will submit the case to the American Arbitration Association where it will be considered and processed under AAA rules and auspices.

Section 3. Arbitrator's Powers

The arbitrator shall be without power to alter, add to, or detract from the provisions of this Agreement nor may he make any decision which violates the City Charter, ordinances, or the statutes or regulations of the Commonwealth of Massachusetts.

Section 4. Scope & Timely Submission of Decision

The arbitrator shall submit in writing his findings of fact and award within thirty (30) days after the conclusion of testimony and argument or as soon as practicable thereafter.

Section 5. Arbitrator's Decision - Binding and Final Upon Both Parties

The decision of the arbitrator shall be final and binding upon both parties, unless inconsistent with state law.

ARTICLE 6

FAIR PRACTICES

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, age, sex, sexual orientation, marital status or disability. The Union will represent equally all persons without regard to membership, participation in or activities in the Union.

The City and the Union agree to continue their policies of not discriminating against any person on the basis of race, color, creed, national origin, age, sex, sexual orientation, marital status, disability or participation in or association with the activities of the Union. Both parties agree that this Agreement should not be enforced in a manner that is inconsistent with or in violation of the nondiscrimination laws covered by this Article.

ARTICLE 7

SCOPE OF WORK

The personnel of the Union shall perform all assigned work relating to the operation and maintenance of the Water Works and the materials and property connected therewith, and this with respect to aqueducts, lands, reservoirs, storage basins and other property connected with the Water Works required in conveying, distributing and treating water, to the City and its inhabitants.

ARTICLE 8

MANAGEMENT RIGHTS

The City has and will continue to retain, whether exercised or not, all the rights, powers and authority heretofore had by it except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement. It shall have the right, responsibility and prerogative of management of the affairs of the City and direction of the working forces, including but not limited to the following:

- A. To determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the City.
- B. To establish or continue policies, practices and procedures for the conduct of the City business and from time to time, to change or abolish such policies, practices or procedures, consistent with bargaining obligations under state law.
- C. To discontinue processes or operations or to discontinue their performance by employees.
- D. To select and determine the number and types of employees required to perform the City's operations.
- E. To employ, transfer, assign or promote employees; or to demote, suspend or discharge or otherwise discipline non-probationary employees subject to just cause; warnings and reprimand subject through third step grievance procedure, not subject to arbitration; or to lay off or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interest of the City or Department.

F. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the City, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.

G. To ensure that the related duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.

H. To establish contracts or subcontracts for municipal operations. All work customarily performed by the employees of the Bargaining Unit shall be continued to be so performed unless, in the judgment of the City, it can be done more economically or expeditiously otherwise.

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

The City agrees, without waiving any right to sub-contract, to allocate and utilize manpower and equipment within the Department in the most appropriate manner prior to supplementing or complementing its capability by the use of sub-contracts except during a recognized emergency. The City's aim is to develop and implement manpower and equipment resource allocations systems which will assure maximum feasible delivery of service and utilization of regular city employees and equipment within the Department without waiving the rights and privileges set forth in the contract.

ARTICLE 9

UNION REPRESENTATION

A written list of Union stewards or other representatives shall be furnished to the City. The Union shall notify the City in writing of any changes. Upon receiving permission from the supervisor designated by the department, which permission shall not be unreasonably withheld, a steward or the President shall be granted reasonable time off during working hours to investigate and settle grievances and to attend scheduled union-management meetings. Any employee conducting union business while on City time without permission shall be subject to disciplinary action.

ARTICLE 10

NO STRIKE - NO LOCKOUT

Union members and their representatives 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.

No employee covered by this Agreement shall engage in, induce, or encourage any strike, work stoppage, slowdown or withholding of service(s). The Union agrees that neither it nor any of its officers or agents will call, instigate, authorize, participate in, sanction or ratify any such strike, work stoppage, slowdown or withholding or service(s).

Should any employee or group of employees covered by this Agreement engage in any strike, work stoppage, slowdown or withholding of service(s), the Union shall forthwith disavow any such strike, work stoppage, slowdown or withholding of service(s) and shall publish in the Cambridge Chronicle newspaper, or successor paper(s) their disavowal and shall refuse to recognize any picket line established in connection herewith, at a cost to be split fifty/fifty between the City and the Union. Furthermore, at the request of the City, the Union shall take all reasonable means to induce such employee or group of employees to terminate the strike, work stoppage, slowdown or withholding of service(s) and to return to work forthwith.

ARTICLE 11

SENIORITY

Section 1. Civil Service

The City agrees to conform to all applicable Massachusetts Civil Service laws and regulations.

Section 2. Union Seniority

Union seniority for purposes not related to G.L. c. 31, but related to specific terms of this Agreement, shall be defined as length of continuous employment by the City of Cambridge.

Section 3. 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 (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 control of the employee.

Section 4. Lay-off Procedure

In the event of a proposed lay-off, the parties shall immediately meet to discuss the procedure to be followed. If the parties are unable to reach agreement, the question of procedure shall be submitted to one of the following named arbitrators who is able to hear the matter within two (2) weeks:

- 1. James Litton
- 2. Mark Irvings

If none of the above arbitrators is able to hear the matter within two (2) weeks, the matter shall be presented to the arbitrator who is first available after that period.

ARTICLE 12

COMPENSATION

Section 1. Base Wage Increases

Bargaining unit employees will receive increases to their base wages as follows:

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

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 this unit, effective July 1, 2017 employees shall receive an additional \$0.25 per hour base wage increase, after the across-the-board cost of living is applied.

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.

Section 2. License Stipends

Any employee who holds a Massachusetts Water Distribution License shall receive additional compensation according to the following schedule: (for those who are not required to do so for the jobs they currently hold)

Level 1	\$0.85 /hr.
Level 2	\$1.15 /hr.
Level 3	\$1.55 /hr.
Level 4	\$2.10 /hr

Effective July 1, 2018, this stipend payment shall increase as follows:

Level 1	\$1.00 /hr.
Level 2	\$1.30 /hr.
Level 3	\$1.70 /hr.
Level 4	\$2.25 /hr.

Effective for licenses obtained on or after May 22, 2018 (ratification of the 2017-2020 Agreement), the City will pay a \$300 bonus for any employee who first obtains a Level 1 license, a \$600 bonus for any employee first obtaining a Level 2 license (minus bonus money already received), a \$1,000 bonus for any employee first obtaining a Level 3 license (minus bonus money already received), and a \$1,250 bonus for any employee first obtaining a Level 4 license (minus bonus money already received). Future license improvements are subject to additional bonus, after deduction for bonus already received.

Note: Prior to ratification, the bonus payments were as follows: \$250 for Level 1; \$500 for Level 2; \$750 for Level 3; and \$1,000 for Level 4; all minus bonus money already received.

The City agrees to fund cost of first effort to obtain license, whether fail or pass including the retest.

Any employee with in-training status, shall not be entitled to the above additional compensation.

Additionally, those who hold the following licenses and who are not required to do so for the jobs they currently hold, will receive an hourly stipend as follows:

Cross-Connection surveying	\$0.25 cents
Cross-Connection inspector	\$0.25 cents
Hoisting and Engineering	
Class 1A, 1B, 1C or 2B	\$0.45 cents
Class 2A	\$0.80 (in lieu of \$0.45)
Commercial Driver's License (CDL) Class B	\$0.70 cents

Effective July 1, 2018, the hourly stipend for Cross-Connection Surveying and Cross-Connection Inspector licenses will increase to \$0.35.

Effective July 1, 2019, the Hoisting and Engineering stipend will increase to \$0.50 per hour if the license is a Class 1A, Class 1B, Class 1C or Class 2B and to \$0.90 per hour if the license is a Class 2A (in lieu of the \$0.50 per hour).

Employees assigned to the Watershed Division will be eligible for a \$2.00 per hour stipend upon receiving and maintaining certification as a landscape professional. Effective July 1, 2018, this stipend will increase to \$2.25 per hour. Additionally, the City agrees to fund the cost of the first effort to obtain this certification, whether fail or pass, including the retest.

There will be a "cap" on stipends of \$5.00 per hour. MEO IIA's are eligible to receive a hoisting and engineering stipend (not CDL).

There will not be any "dotting" pay for those receiving these license stipends, and who are asked to perform "out of field" work occasionally, because they possess these licenses. (for example, a skilled laborer with a CDL, who is already being paid a stipend for possessing a CDL, will not receive additional "dotting" pay when he is asked, on occasion, to drive an MEOIIA rated vehicle).

In order to maintain a particular stipend an employee must use, or have the opportunity to use the license at least 12 times per calendar year.

Employees holding a Class A CDL who perform duties requiring use of a Class A CDL will receive a \$0.40 hourly stipend.

Employees whose jobs do not require either a Class A or Class B CDL are eligible to receive both CDL stipends.

Employees will receive time off with pay to take examinations for the Water Distribution License, Hoisting and Engineering License, CDL License, or any other job-related examination provided that the exam cannot be scheduled during non-working hours and the employee receives prior approval from the Department Head.

The three employees who operate the forklift on a regular or intermittent basis shall each be required to obtain a Hoisting and Engineering license. On a one-time basis only, the City shall provide these employees with reasonable time off with pay for both training and testing.

Anyone hired or promoted into an MEOIIA position after the date of ratification of this agreement will be required to have a Class 2A hoisting license within 6 months of their promotion or date of hire. MEOIIAs will continue to be eligible to receive a hoisting and engineering stipend.

Section 3. Overtime Pay

All work in excess of eight (8) hours a day or forty (40) hours a week or, if a holiday occurs within the work week, in excess of thirty-two (32) hours a week shall be compensated at the rate of one and one-half times the employee's regular rate. All work performed on Sunday which is not regularly scheduled to be performed on that day shall be paid at the rate of one and one-half times the regular rate of pay.

In emergencies or as the needs of the service require, employees may be required to perform overtime work. Employees shall be given as much advance notice as possible of overtime work. Scheduled overtime shall be posted and distributed to all employees on an equitable and fair basis. Employees, other than those required to work beyond their normal tour of duty due to the exigencies of their workday, shall have the option of declining offered overtime; but in the event that sufficient personnel do not accept such offered overtime on a voluntary basis, or in the event of emergency situations where time is of the

essence in executing the overtime job, such additional personnel as are deemed necessary by the City may be required to work overtime on an assigned basis. All employees shall be afforded the opportunity to accept overtime service, but there shall be no discrimination against any employee who declines to work overtime on a voluntary basis.

Refusal to perform emergency or mandatory overtime, or work extra hours as required by the department shall be considered as insubordination and grounds for discipline, up to and including discharge.

Section 4. Holiday Pay

All work performed on a paid holiday shall be paid for at the rate of time and one-half the regular rate of pay.

Section 5. Call Back

If an employee who has left his place of employment or last duty assignment after having completed work on his regular tour of duty is recalled to work between the hours of 11:00 p.m. and 5:00 a.m., and the employee reports thereto, he shall be guaranteed a minimum of eight (8) hours of overtime recall pay; provided that if the call back assignment is completed in four (4) hours or less or if there are four (4) hours or less prior to the start of the employee's regularly scheduled tour of duty, then the employee shall be guaranteed a minimum of four (4) hours of overtime recall pay.

An employee so recalled to work as above but not between the hours of 11:00 p.m. and 5:00 a.m. shall be guaranteed a minimum of four (4) hours. For call back assignments not between the hours of 11:00 p.m. and 5:00 a.m., the four (4) hour guarantee does not apply when an employee is called in early to work prior to the normal starting time of his/her scheduled tour of duty and works continuously from the time he/she reports into their normal scheduled tour of duty, in which event such employee shall receive overtime pay only for the actual time worked prior to the commencement of such tour. If any employee is called in to work on a holiday on which the employee is not scheduled to work, the employee shall be paid as provided in Section 4 above.

Note: The above language was effective as of May 22, 2018 (ratification of the 2017-2020 Agreement). For the language that was in effect prior to May 22, 2018, please see the parties' previous collective bargaining agreement.

Section 6. Call Back While on Vacation

Employees called back to work while on vacation shall receive time and one-half for all hours worked and will not be charged a vacation day.

Section 7. Clothing Allowance

The annual clothing allowance (payable over two installments per calendar year) will be paid in the following amounts:

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

Employees on Workers Compensation or Leave of Absence shall receive a clothing allowance on a pro-rata basis for the first year of leave, and no benefits thereafter.

If the parties agree to meet, the City and the Union will agree to form a joint labor management committee to discuss uniforms.

Section 8. Longevity Pay

Bargaining unit employees shall be compensated according to the following schedule as longevity pay. Said payments will be made in a lump sum the first pay day in December of each year of this Agreement. Years of service shall be computed as of September 1 of each year for each employee.

<u>Years of Service</u>	<u>Payment</u>
20 but not 25	\$1,525
25 and over	\$1,850

Employees hired after January 29, 1985 shall not be eligible for longevity pay.

Section 9. Travel Allowance and Reimbursement

Cross-connection Inspectors/Supervisors and the Meter Technician Supervisors are to receive a travel allowance of \$ 8 per day worked. Employees will be required to sign in and sign out in order to receive this allowance. Cross Connection Inspectors may park at meters in nonrestricted areas and in

residential parking areas in non-restricted areas in accordance with City policy when required while performing their job duties.

All other employees who are required to use their own vehicles in the course of their employment shall be reimbursed at the rate of \$0.37 cents per mile, pursuant to a statement submitted by the employee to the Department Head.

Section 10. Renewals - Required Licenses

The City will pay for all licenses and/or license renewals when such licenses are required as a condition of continued employment. Direct payment will be made where possible for licenses/registrations. Upon passing, the City will pay for the test.

Section 11. Stipends

All stipends will be paid as regular income for purposes of retirement.

Section 12. CDL Bonus/DOT Medical Certificates

In order to maximize the number of employees in the unit with a commercial driver's license, for the benefits that entails, the City and the union agree that:

Any employee who does not have a CDL but receives a CDL license during the life of this contract will receive a one-time \$500 bonus.

The CDL Bonus shall apply only to persons newly receiving a CDL, not those who have already received this one-time bonus.

Effective July 1, 2019 all employees 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 this same date, a CDL Bonus of \$150 will be paid on an annual basis to the eligible employees described above, and the one-time CDL

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. Those employees were subject to the DOT medical certificate requirement under language from the previous collective bargaining agreement:

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 current bargaining unit employees who have not yet received the one-time CDL bonus prior to September 1, 2015, must have and maintain a valid DOT medical certificate in order to be eligible to perform CDL functions and receive the bonus and any other CDL stipend.

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.

Section 13. Leak Bonus

During the months of October (the first Sunday) through April (the first Saturday), employees will receive a \$5.00 an hour incentive, over and above their regular overtime rate of pay for all overtime hours worked on leaks, snow operations, or other emergencies as declared by the Department. The overtime bonus will not be paid for on-call hours worked or hours worked covering absences unless during those periods the employee is assigned to leaks, snow operations or other emergencies as declared by the Department. Payment shall be made on a weekly basis.

Effective July 1, 2018, the water leak bonus described above shall be \$5.25 per hour for all qualifying overtime hours worked.

Effective July 1, 2019, the water leak bonus described above shall be \$5.50 per hour for all qualifying overtime hours worked.

In the event that City Offices are closed for an entire business day due to inclement weather, employees who are required to work on that day due to snow operations, leaks, or other emergencies as declared by the Department, shall receive the leak bonus described above for all hours worked on that day, including straight time hours.

Section 14. Confined Space

On July 1, 2009, skilled laborers whose duties and assignments in Distribution require them to be regularly assigned to work in confined spaces began receiving a \$.25/hour increase above skilled laborers who are not regularly assigned to work in confined spaces. In recognition of the dangers and difficulties of working in confined spaces, Construction Inspectors, Working Supervisors assigned to Distribution, and MEOIIA's who work in the trench also became eligible to receive an additional \$.25 per hour, effective July 1, 2009. Effective July 1, 2015, the eligible employees listed above received an additional \$0.10 per hour increase and the Meter Technician title was included in this provision by receiving a one-time \$0.35 per hour increase in base pay.

Effective July 1, 2018, after the cost of living adjustment is applied, the above mentioned titles will receive an additional \$0.30 per hour increase.

Effective July 1, 2019, after the cost of living adjustment is applied, the above mentioned titles will receive an additional \$0.30 per hour increase.

Section 15. ASE Certifications

The Motor Equipment Repairperson/MEOIIA shall be eligible for a stipend of \$0.50 per hour for each ASE certification held, up to a maximum of \$5.00 per hour. The qualifying ASE certifications are limited to those from a list preapproved by the City.

Section 16. Hot Top Pay

Employees working on a hot top project shall be paid \$0.50 per hour premium pay over their regular rate for the actual hours they work on any such project. Effective July 1, 2019, this premium pay will increase to \$0.75 per hour.

ARTICLE 13

SICK LEAVE

Section 1. New Hires

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 provisions. Any sick leave during the first 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.
- (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.

- (e) To attend medical appointments which cannot be scheduled during off duty hours. A doctor's note may be required for verification.

Section 3. Notification by Employee

Sick leave will not be allowed unless notification is given of the illness by the employee, his family, or his family's physician, within a one (1) hour period prior to the time scheduled to start work, otherwise sick leave shall not begin until after notification has been received.

Section 4. Physician's Statements

If the absence is seven (7) or more consecutive working days, or if there are repeated absences of shorter duration, a statement from the employee's physician will be required stating the form and extent of the employee's illness or disability submitted upon their return to work. Subsequent certificates may be requested at the discretion of the Department Head. If the employee fails to provide the original 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. Employees who have been required to submit physician's statements based upon repeated absences of less than seven (7) days will no longer be required to submit such notes for these short duration absences after they had qualified for an administrative day. Any future requirements to submit such notes shall be subject to the regular contractual standard.

Employees who would be 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 a family member.

Section 5. Accrual During Lay-off or LOA

Employees who are laid off or granted a personal 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

Willful violation of any of the rules and regulations promulgated hereunder or the willful making of any false reports regarding sickness, or the making of false claim for sick leave shall subject the employee chargeable therewith to restitution and disciplinary action, up to and including discharge.

Section 7. Sick Leave and Workers' Compensation Law

Employees receiving compensation under the provisions of the Workers' Compensation Law may draw on accumulated sick leave while it lasts to make up the difference in the regular weekly pay of an employee while receiving Workers' Compensation.

An employee taking annual vacation leave while receiving Workers' Compensation shall receive his or her regular weekly pay, chargeable to vacation leave and this will not affect sick leave during this period.

Section 8. Transfers - Unused Sick Leave Accumulations

When an employee is transferred to another department, any unused sick leave accumulated to the employee's credit shall continue to be available for the employee's use as necessary.

Section 9. Sick Leave Allowance

All permanent full-time employees shall be allotted 15 days of sick leave per calendar year.

New Employees: No sick leave benefits shall be paid in the first three (3) months of employment. After the first three (3) months, new full-time employees will be allotted 3.75 days of sick leave by virtue of their accrual of 1.25 days per month for the first three (3) months, and will continue to accrue sick leave at the rate of 1.25 days per month until the following January 1st, at which time they will be allotted the 15 days of sick leave for the following calendar year and for each calendar year of full-time employment thereafter. Sick leave for part-time employees shall be awarded according to the above scheme, on a pro-rated basis.

Accumulation for the purposes of sick leave usage is limited to four hundred (400) days. Employees shall not accumulate further sick leave from year to year until such time as the accumulated total falls below 400 days. At that time they shall be permitted to accumulate sick leave at the rate of 1 1/4 day per month provided the total accumulation does not again exceed four hundred (400) days.

Section 10. Death/Retirement - Unused Sick Leave

An employee shall, upon his/her retirement or death, receive a sick leave “buyback” for every full day of unused sick leave up to four hundred (400) days, as follows:

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

Section 11. Patterned Absenteeism

Nothing in this Agreement shall prevent the City from taking appropriate action for patterned absenteeism. Except in extreme cases of violations of this section, employees will be counseled and given written notice prior to taking further disciplinary action.

Patterned absenteeism, by way of illustration, could include: (1) repetitive occurrences of absenteeism occurring in a given pattern such as days before/days after scheduled days off; (2) Friday/Monday occurrences; (3) Cyclical absences identified as weekly, monthly, semiannual, or annual occurrences (i.e. lengthy absences in winter months or summer which suggest lengthening or preferable absence periods/months); (4) Repetitive same day of the week absences; (5) or any other discernible patterns.

Section 12. Unauthorized Absence

Any employee who fails to notify his/her supervisor of an absence (no call/no show) or who is otherwise absent without authorization shall be subject to disciplinary action. Three (3) instances of no call/no show (counting each absence on consecutive days as a separate instance) or five (5) consecutive days of unauthorized absences shall result in discharge.

Section 13. Rolling Administrative Day

Employees who are not out sick for a six-month period shall be relieved from duties for one (1) administrative day with pay to be used in the twelve (12)

month period next following. Administrative days do not apply to the buy back provisions of sick leave.

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

An administrative day must be taken within twelve (12) months following the date upon which the administrative day was earned.

Section 14. Prolonged Illness - Hospitalization / Confinement

In case of prolonged illness (requiring hospitalization and/or confinement for at least 30 consecutive days) employees shall receive one additional day of sick leave for every year of service that the employee has worked beyond five years. However, in no event shall such sick leave granted under this provision be subject to Section 9 or 10.

Section 15. Perfect Attendance Record

An employee with a perfect attendance record (no sick leave, no workers compensation time, no leave without pay, no unauthorized absence or any other non-pay status) for a six-month period, which shall be measured as a rolling period, shall receive a \$300 payment per six-month period of perfect attendance.

Section 16. Holiday During Paid Sick Leave

If a paid holiday occurs during a paid sick leave period, it is not counted as a day of sick leave.

Section 17. Sick Leave Bank

The City and the Union will form a joint labor-management committee to discuss the creation of a Sick Leave Bank in which the City will match a one-time mandatory contribution of one day of sick time per member to establish the bank. The parties will form an on-going joint labor-management committee to discuss and administer the bank.

ARTICLE 14

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 former position or a similar position unless more senior employees in the department have been laid off.

Section 2. Personal Leave - Length of Service Benefits

Whether or not to grant such leave and/or lengths or conditions of leave shall remain the sole discretion of management and not be subject to the grievance and arbitration procedure.

Section 3. Medical Insurance Responsibilities

Employees are responsible for payment of the full medical insurance premium during the leave of absence, except as may be provided by the Family and Medical Leave Act. Employees are encouraged to arrange for those payments with their personnel representatives well in advance of their leave of absence.

Section 4. Parental Leave

Effective for births, adoptions, and foster placements that occur on or after April 1, 2018, 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.

ARTICLE 15

BEREAVEMENT

Section 1. Bereavement Leave

Employees will be granted a leave of absence with pay for not more than six (6) working days on account of the death of a spouse or child; five (5) working days on account of the death of a mother or father, brother, sister, son-

in-law, daughter-in-law, parent-in-law; 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.

Note: The bereavement allowance described above for brother, sister, son-in-law, daughter-in-law and parent-in-law was increased upon ratification of this agreement.

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, niece, spouse's grandparent, brother-in-law or sister-in-law, should such funeral occur on a regular work day.

ARTICLE 16

VACATIONS

Section 1. Calendar Year Qualification

Employees shall receive vacation of not less than three (3) weeks with pay upon completing one year of service. Thereafter, employees will receive their vacation allotment on each succeeding January 1.

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. In scheduling vacations the City will attempt to give preference of available vacation dates to the employees in order of Union seniority to the extent that the performance of the regular workload of the department permits.

Employees are to submit vacation requests of one or two weeks, before April 1 and before September 1 of each year. Any request in excess of two weeks needs the approval of both the division manager and the director of the Water Department. Any request of less than 2 weeks needs the approval of the division manager.

Effective for vacation use on or after January 1, 2012, the City reserves the right to implement the following procedure for the scheduling of vacations:

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 served basis, taking into account the 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 served basis, taking into account the 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 are 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 3. Holiday During Vacation

If a paid holiday occurs during a vacation period, it is not counted as a day of vacation.

Section 4. Sick Leave/Vacation Leave Interaction

If an employee becomes ill while on vacation leave, and is otherwise entitled to benefits under Article 13, the employee shall be allowed to utilize their sick leave and such time will not be treated as vacation leave. The department head may require medical documentation prior to converting the time usage.

Section 5. Vacation Allowances

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

- a) Employees with five (5) years of service will be entitled to twenty (20) days of vacation in each calendar year.
- b) Employees with fifteen (15) years of service will be entitled to twenty-five (25) days of vacation in each calendar year.

Section 6. LOA During Vacation

Leave of absence without pay, exceeding fifteen (15) days during vacation year, must be determined proportionately from vacation leave credit.

Section 7. 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 or his designee must be obtained to postpone taking vacation during the current year. All vacation leave is subject to departmental work requirements and the approval of the Department Head.

Section 8. Definition of Day

For the purpose of this Article, “day” is defined as an otherwise scheduled working day.

Section 9. Vacation Payoff - Leaving the City Employ

When an employee leaves the employ of the City, s/he shall be paid for all unused vacation earned in the current calendar year up to the last week worked. In the event of the death of an employee, any accumulated vacation pay shall be paid to his or her estate.

ARTICLE 17

MILITARY SERVICE

Section 1. Military Leave

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, a leave of absence with pay, during the time of his annual tour of duty as a member of such reserve component, provided, however, that such leave shall not exceed seventeen (17) calendar days.

Section 2. Reinstatement

Permanent employees who leave the City's service to enter Military Service shall be reinstated to the same or comparable position if they receive honorable discharges and apply for employment within one year from the time of separation.

Section 3. Computation of Benefits Earned

Salary and vacation at the time of reinstatement to the City service will be set to include all benefits that would have been earned had they remained in their job, in accordance with M.G.L. c. 33 sec. 59.

ARTICLE 18

WORKERS' COMPENSATION

Section 1. 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. An employee, who by reason of an Industrial accident is unable to perform his/her duties, may draw from his/her unused sick leave for the first twenty-one consecutive calendar days of said disability, at his/her normal rate of pay. Refusal to provide Worker's Compensation coverage or termination of benefits shall be the sole discretion of the City, as governed by Chapter 152 of the General Laws, and shall not be subject to the grievance and or arbitration procedure.

Section 2. Reports/Injury

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

Section 3. Workers' Compensation - Sick Leave Interaction

An employee receiving sick leave with pay, who simultaneously received compensation under the Workers' Compensation Laws, shall receive for the duration of such compensation only the portion of his regular salary while sick leave credits are available, which together with said compensation will equal his regular pay.

An employee that is absent from work in excess of ninety (90) days, from a worker's compensation accident, will not accrue additional vacation, sick leave or longevity benefits if the City disputes the worker's compensation claim. For all claims that the City does not dispute, the additional sick, vacation and longevity benefits shall not accrue after one year of absence due to a worker's compensation claim.

ARTICLE 19

PENSION PLAN - RETIREMENT

Eligible employees must participate in the City Pension Plan available to other City employees.

The City will provide whatever support it deems feasible and appropriate to help the Union achieve Group 2 status for water distribution staff, through general legislation.

ARTICLE 20

HOURS OF WORK

Section 1. Schedule

For only those employees covered by Acting Superintendent Fagone's letter dated March 31, 1977, whose schedule was changed to 7:00 a.m. to 3:00 p.m., said schedule shall continue in effect in accordance with the terms and restrictions included in said letter. This schedule shall include a paid one-half (1/2) hours meals period and a fifteen (15) minute paid relief period in the first half of each shift.

The City shall have the right to adjust the starting and ending times by up to one hour, for those in the distribution unit, and by up to 2 hours for all other water department employees, either earlier or later, with 2 weeks notice to the Union, or without notice in periods of emergency, with the discretion of management. The City will work with the Union to minimize any personal hardship.

The City will implement an on-call system, to be rotated weekly among distribution personnel who certify and, over time, demonstrate that they can respond to a call for service within 30 minutes of the call being placed. The on-call rate shall be \$6.25 per hour. Effective July 1, 2018, the on-call rate will increase to \$6.50 per hour and the expected response time will change to 45 minutes.

The on-call hours are 11:00 P.M. to 7:00 A.M., Monday, 9:00 P.M. to 7:00 A.M. Tuesday through Friday, and 3:00 P.M. Saturday through 7:00 A.M. Monday, and holidays, unless the City chooses to staff any of these hours.

Authorized call backs shall be paid a guaranteed minimum of four (4) hours of overtime per call back, but there shall be no additional payment for multiple calls in excess of three calls within an eight hour period.

Personnel on the afternoon and Saturday shifts may be assigned to do any work consistent with their job descriptions, including assisting in the completion of work being done by the day crew.

The City shall have the option of assigning Meter Technicians/Supervisors to a Tuesday through Saturday work week, with an eight hour shift that may end as late as 7:00 PM. These positions have a 40 hour work week (including a half-hour unpaid lunch).

The City shall have the right, during weeks with a Monday holiday, to have employees working a Tuesday to Saturday work schedule take Tuesday, Wednesday or Thursday off as the holiday, instead of paying the holiday premium. This shall not apply to any individuals who were assigned to a Tuesday through Saturday schedule prior to July 1, 2008.

ARTICLE 21

HOLIDAYS

Section 1. Paid Holidays

The following days shall be considered paid holidays:

New Year's Day	Indigenous Peoples Day (f/k/a Columbus Day)
Martin Luther King's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Patriot's Day	Day after Thanksgiving
Memorial Day	Day before Christmas
Independence Day	Christmas Day
Labor Day	

Section 2. Eligibility

In addition to the requirements of Article 14, an employee who after the first instance, during any one calendar year does not work his/her regularly scheduled workday before or after a holiday, may be required to submit to the Department Head in the case of subsequent absences of this nature, a statement from his/her physician stating the form and extent of his/her disability in order to receive holiday pay by this section.

Section 3. Saturday/Sunday Holidays

If any of the above holidays falls on a Sunday, the employees shall be granted the following Monday off; and, if any of the above falls on a Saturday, the employees shall be granted Friday off.

Section 4. Holiday During No Pay Status

An employee on a no pay status i.e., on Leave of Absence or who has exhausted their sick leave, and is not working, shall not be paid for the holiday.

ARTICLE 22

PERSONAL DAYS

Section 1. Personal Days

All full-time employees who work forty (40) or thirty-seven and one-half (37.5) hours per week and have been continuously employed for more than six (6) months shall be allowed sixteen (16) hours, or fifteen (15) hours in the case of 37.5-hour employees, of paid leave time for personal business, such time to be taken in increments of no less than two (2) hours subject to advance approval of the Department Head. Such leave time shall not accumulate from year to year and shall not be subject to any buy-back provisions of any article herein.

Effective January 1, 2018, employees will be entitled to one additional personal day (an additional 8 hours for 40-hour per week employees; 7.5 hours for 37.5-hour per week employees).

ARTICLE 23

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 the jury pay and the applicable number of hours in the employee's regular work day multiplied by the employee's base hourly wage 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.

ARTICLE 24

TOOLS

All skilled laborers who have damaged or worn out hand tools may have them replaced by turning them into their Supervisor.

Each employee is responsible for the equipment that they are assigned. Any negligent action which results in the damage or loss of city property, may result in disciplinary action, and/or reimbursement for repair cost or reimbursement for fair market value. Each employee is responsible to report all incidents involving damage or lost equipment to their immediate supervisor as soon as such incidents occur.

ARTICLE 25

WORK IN ANOTHER CLASSIFICATION

Except as provided in Article 12, Section 2, an employee who is assigned to work in a higher classification will receive the rate of pay of the higher classification in his seniority step for each full day worked in such higher classification. The City reserves the right to not assign an employee to such work.

When filling in for a position with a higher rate of pay that will be vacant for three (3) months or longer, an employee will receive the rate of pay applicable to that position as well as any additional vacation, sick leave, personal days and administrative days associated with that position.

ARTICLE 26

TRAINING AND EDUCATION FUNDS

Section 1. Training/Education Funds

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 the Department Head and Director of Personnel.

Section 2. Funds Allocation

The maximum reimbursement for approved tuition expenses shall be \$1,200 annually. Effective July 1, 2018, the maximum reimbursement will increase to \$2,000 annually.

ARTICLE 27

STABILITY OF AGREEMENT

Section 1. Amendments, Alteration, Variations

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.

Section 2. Waivers/Relinquishments

The failure of the City or the Union to insist, in any one or more situations, upon performance of any of the terms or provisions of the Agreement shall not be considered a waiver or relinquishment of the right of the City or of the Union to future performance of any such term or provision, and the obligation of the Union in force and the City to such future performance shall continue.

ARTICLE 28

MISCELLANEOUS

Section 1. Indemnification

The City may, in accordance with Chapter 258, Section 9, of the Massachusetts General Laws, indemnify any employee for expenses or damages incurred by him in the defense or settlement of a claim against him in any amount not to exceed one million dollars (\$1,000,000), 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.

This section shall not be subject to the provisions of Article 4 and 5 of this Agreement.

Section 2. Rate Upon Promotion

Any employee promoted to a position in a higher pay grade who has more than fifteen (15) years of service shall receive the maximum pay grade of the position s/he is promoted into. Employees hired before January 1, 1987 shall be placed in no lower than the seventh step of the new position upon promotion. Employees hired before July 1, 1991 shall be placed at least at step six upon promotion. Employees hired before August 1, 1995 shall be placed at least at the third step upon promotion.

An employee who has been promoted, but has not reached the top step, will automatically be paid at the top step once the employee reaches his or her fifteenth year of service.

Section 3. 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. The benefit will be paid for all adoptions finalized on or after July 1, 2003.

Section 4. Employee Awards/Labor Management Committee

The City and the Union agree to establish a Labor Management Committee to meet and discuss matters of mutual interest and concern, including a plan for an annual program of recognition of Water Department employees.

Section 5. Paychecks

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 6. DVS License Tracker Program

The City intends to implement the Driver Verification System (DVS) through the Massachusetts Registry of Motor Vehicles which will provide the City with an automated notification when the status of an employee's driver's license changes.

Section 7. GPS

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 29

SEPARABILITY

If any Article or Section of this contract or of 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 contract 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 invalid shall not be affected thereby, and the parties shall bring about immediately a satisfactory replacement of any such provisions held invalid.

ARTICLE 30

MEDICAL INSURANCE PREMIUMS

Section 1. Insurance Plan

The City will provide medical insurance coverage plan options identical to those provided to non-union management employees.

Employees shall be responsible for paying 18% of the monthly working rate of any HMO offered by the City including Blue Cross/Blue Shield Health Flex Blue or successor product should it be offered by the City. The City will contribute 82% of the premiums. Employees hired into the unit on or after September 1, 2011 shall contribute 25% of the cost of health insurance.

The City will provide union employees who have alternative health insurance coverage, not paid for in full or in part by the City of Cambridge, to elect to waive our health insurance, in return for a \$133.33/month payment in lieu of insurance (\$1,600/year). Effective July 1, 2018, the health insurance waiver payment will increase to \$150/month (\$1,800 per year). Employees who

lose the alternative coverage through no fault of their own may opt back into the City plan without waiting periods of preexisting condition restrictions, or, without restriction, at open enrollment, whereupon the payment in lieu of insurance will cease.

The City shall put into place a dependent care assistance program and a medical care assistance program consistent with federal tax law, with the City to pay the monthly vendor cost for enrollees.

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

ARTICLE 31

COPIES OF AGREEMENT

The City will furnish a copy of this Agreement to every member of the bargaining unit.

ARTICLE 32

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.

This contract incorporates the complete and entire agreement between the parties. As to subjects for bargaining not expressly and specifically set forth in this Agreement, the City reserves the right to make changes and to establish other policies and procedures for orderly and efficient operations, consistent with bargaining obligations under state law.

No prior agreements, practices, benefits, privileges or understandings, oral or written, shall be controlling on management unless and until such agreements or understandings have been reduced to writing and duly executed by both parties subsequent to the date of this Agreement.

Management's or the union's failure, in one or more instances, to exercise its authority or rights or to insist upon performance of any terms or conditions

of this Agreement shall not be considered as a waiver or relinquishment of that authority or those rights.

ARTICLE 33

SAFETY MEASURES

Section 1. Safety Equipment

Whenever necessary the City shall supply safety equipment to the employees which shall include, but not be limited to, safety glasses, helmets, gloves, ear plugs and special clothing necessary for protecting against acid and other corrosive substances.

Section 2. Use of Safety Equipment

When issued and called for under the circumstances, employees must wear said equipment. Refusal to wear said equipment may result in being relieved of duty at the City's discretion.

ARTICLE 34

HEALTH AND WELFARE FUND

The City will contribute a sum of \$13 per week per employee to the Health and Welfare Fund, in order to provide expanded coverage of dental and vision care for employees and their dependents.

The City will share any increase in cost above the present \$13.00 a week on an equal basis with employees should the Trustees of the Health and Welfare fund decide that the cost of providing the benefit will exceed the City's contribution of \$13 per week per employee.

It is understood that there will be a six month waiting period before new employees are eligible for these benefits.

All employees are required to participate in this program.

ARTICLE 35

NIGHT DIFFERENTIAL

Employees permanently assigned to off-hour coverage (nights) shall receive an additional \$0.20 per hour for all work after 3:30 p.m. This differential will not apply to overtime, replacements, vacation, sick leave or leave of absence. The employee shall receive this differential only for actual work. Daytime overtime and weekend days shall also be excluded from this differential.

Effective July 1, 2018, this differential will increase to \$0.25 per hour.

ARTICLE 36

WATER TREATMENT PLANT

With regard to the current Water Treatment Plant, the City reserves the right to contract out the operation of the plant, and/or staff the plant with employees not represented by the Union. The Union agrees not to seek to represent any employees hired to staff the current Treatment Plant.

ARTICLE 37

DRUG AND ALCOHOL TESTING

Section 1. Administration

The following policy shall govern the administration of the drug and alcohol screening process by the Management of the Cambridge Water Department (hereinafter Department) among employees of the Cambridge Water Department (hereinafter Employees) to test for the unauthorized use of illicit drugs and alcohol.

Effective October 4, 2015, all members of the bargaining unit became subject to random drug and alcohol testing, utilizing the same procedures that had previously applied only to CDL holders. Effective on this same date, in consideration of the expansion of random testing, the base wage of all positions was increased by \$0.50 per hour.

In addition, testing will be conducted on those individual employees where the facts are sufficient to constitute reasonable suspicion of unauthorized use of a controlled substance and/or alcohol. The Department shall have the right to require that the Employee submit without delay, to a urinalysis test and/or a breath alcohol test.

Reasonable suspicion shall be based on information of objective facts obtained by the Department and the rational inferences which may be drawn from those facts. The credibility and reliability of information obtained, shall be weighed in determining the presence or absence of reasonable suspicion.

The Employee to be drug and/or alcohol tested, will be notified of the test requirement just prior to obtaining the urine sample or breath alcohol test. Advance notification of the testing will not be given, in any circumstances, to prevent any likelihood of urine sample tampering.

The testing officer will maintain the sterility of the sample and the integrity of the sampling process, by executing a chain-of-custody process for the sample given and all related documentation.

If an Employee refuses to submit to a drug and/or alcohol screening test, under the Agreement, it shall be considered insubordination warranting discipline, under a just cause standard.

An Employee with a positive confirmatory drug and/or alcohol screening result, will be suspended from employment under a just cause standard.

An Employee with two (2) positive confirmatory drug and/or alcohol screening results will be discharged from employment.

Any employee wishing assistance with drug and/or alcohol problems or concerns is urged to contact the City's Employee Assistance Program. Strict Confidence is maintained.

Section 2. Medicinal Marijuana

The following section was effective upon ratification of the 2017-2020 Agreement:

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 38

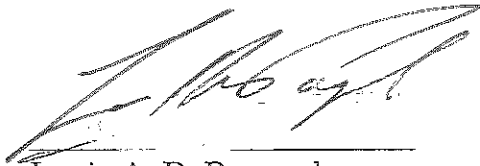
DURATION AND EFFECTIVE DATE OF AGREEMENT

Section 1. Duration

This contract shall be effective as of July 1, 2017 and shall continue in full force and effect until June 30, 2020. Either party may, by written notice on October 1, 2019 or thereafter to the other give notice of its desire to modify or terminate this Agreement. Upon receipt of such notice the City and the Union agree to meet and engage in collective bargaining for the purpose of reaching a new 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.

Witness our hands and seals this 11th day of July, 2019

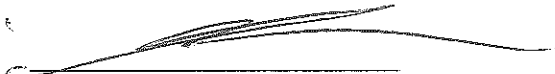
CITY OF CAMBRIDGE:



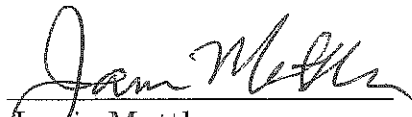
Louis A. DePasquale
City Manager



Stephen S. Corda
Managing Director, Water Dept.

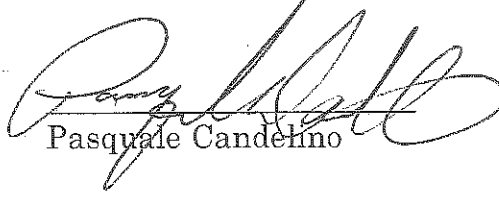


Sheila Keady Rawson
Director, Personnel Dept.



Jamie Matthews
Assistant Director/HR Administration
Personnel Dept.

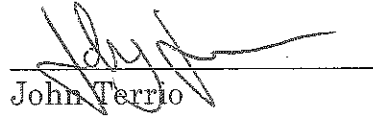
INDEPENDENT WATER
WORKERS ASSOCIATION:



Pasquale Candefino



Edward Carney

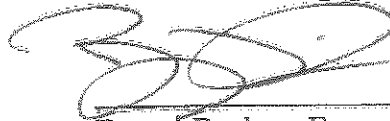


John Terrio



Philip Carey

INDEPENDENT WATER
WORKERS ASSOCIATION:



Bryan Decker, Esq.

Approved for form:



Nancy E. Glowa
City Solicitor

APPENDIX A

Job Code	Job Title	Step	7/1/17 Hourly Rate	7/1/18 Hourly Rate	7/1/19 Hourly Rate
W657	Construction Inspector	1	30.2589	31.3153	32.3982
W657	Construction Inspector	2	30.8780	31.9500	33.0487
W657	Construction Inspector	3	31.4972	32.5846	33.6993
W657	Construction Inspector	4	32.1164	33.2193	34.3498
W657	Construction Inspector	5	32.7356	33.8539	35.0003
W657	Construction Inspector	6	33.3547	34.4886	35.6508
W657	Construction Inspector	7	33.9739	35.1232	36.3013
W261	Cross Connection Inspector	1	25.5475	26.1862	26.8409
W261	Cross Connection Inspector	2	26.1667	26.8209	27.4914
W261	Cross Connection Inspector	3	26.7859	27.4555	28.1419
W261	Cross Connection Inspector	4	27.4050	28.0902	28.7924
W261	Cross Connection Inspector	5	28.0242	28.7248	29.4429
W261	Cross Connection Inspector	6	28.6434	29.3595	30.0934
W261	Cross Connection Inspector	7	29.2625	29.9941	30.7440
W262	Cross Connection Supervisor	1	31.1812	31.9607	32.7597
W262	Cross Connection Supervisor	2	31.8003	32.5954	33.4102
W262	Cross Connection Supervisor	3	32.4195	33.2300	34.0607
W262	Cross Connection Supervisor	4	33.0387	33.8647	34.7113
W262	Cross Connection Supervisor	5	33.6579	34.4993	35.3618
W262	Cross Connection Supervisor	6	34.2770	35.1340	36.0123
W262	Cross Connection Supervisor	7	34.8962	35.7686	36.6628
W696	Inventory Cont.Spe./Dispatch	1	26.1735	26.8279	27.4986
W696	Inventory Cont.Spe./Dispatch	2	26.7927	27.4625	28.1491
W696	Inventory Cont.Spe./Dispatch	3	27.4119	28.0972	28.7996
W696	Inventory Cont.Spe./Dispatch	4	28.0310	28.7318	29.4501
W696	Inventory Cont.Spe./Dispatch	5	28.6502	29.3665	30.1006
W696	Inventory Cont.Spe./Dispatch	6	29.2694	30.0011	30.7511
W696	Inventory Cont.Spe./Dispatch	7	29.8885	30.6358	31.4016
W644	Laborer/Water	1	18.3230	18.7811	19.2506
W644	Laborer/Water	2	19.3349	19.8183	20.3137
W644	Laborer/Water	3	20.3468	20.8555	21.3769
W644	Laborer/Water	4	21.3587	21.8927	22.4400
W644	Laborer/Water	5	22.3706	22.9299	23.5031
W644	Laborer/Water	6	23.3825	23.9670	24.5662
W644	Laborer/Water	7	24.3944	25.0042	25.6293

W727	MEO IIA/Operations Specialist	1	24.9881	25.9128	26.8607
W727	MEO IIA/Operations Specialist	2	25.6796	26.6215	27.5871
W727	MEO IIA/Operations Specialist	3	26.3914	27.3512	28.3350
W727	MEO IIA/Operations Specialist	4	27.1149	28.0927	29.0950
W727	MEO IIA/Operations Specialist	5	27.8382	28.8341	29.8550
W727	MEO IIA/Operations Specialist	6	28.5616	29.5757	30.6150
W727	MEO IIA/Operations Specialist	7	29.2849	30.3171	31.3750
W726	MEO IIA/Water	1	24.6928	25.6101	26.5503
W726	MEO IIA/Water	2	25.3841	26.3187	27.2767
W726	MEO IIA/Water	3	26.0960	27.0484	28.0246
W726	MEO IIA/Water	4	26.8194	27.7899	28.7846
W726	MEO IIA/Water	5	27.5428	28.5313	29.5446
W726	MEO IIA/Water	6	28.2661	29.2728	30.3046
W726	MEO IIA/Water	7	28.9895	30.0143	31.0646
W736	MEO I/Water	1	19.6563	20.1477	20.6514
W736	MEO I/Water	2	20.6564	21.1728	21.7021
W736	MEO I/Water	3	21.6566	22.1980	22.7529
W736	MEO I/Water	4	22.6567	23.2231	23.8037
W736	MEO I/Water	5	23.6569	24.2483	24.8545
W736	MEO I/Water	6	24.6570	25.2735	25.9053
W736	MEO I/Water	7	25.6968	26.3392	26.9977
W223	Meter Technician	1	22.5413	23.4048	24.2899
W223	Meter Technician	2	23.5864	24.4760	25.3879
W223	Meter Technician	3	24.6315	25.5473	26.4860
W223	Meter Technician	4	25.6962	26.6386	27.6045
W223	Meter Technician	5	26.8038	27.7739	28.7682
W223	Meter Technician	6	27.9125	28.9104	29.9331
W223	Meter Technician	7	29.0213	30.0468	31.0980
W224	Meter Technician Supervisor	1	25.8781	26.5250	27.1882
W224	Meter Technician Supervisor	2	26.4973	27.1597	27.8387
W224	Meter Technician Supervisor	3	27.1164	27.7943	28.4892
W224	Meter Technician Supervisor	4	27.7356	28.4290	29.1397
W224	Meter Technician Supervisor	5	28.3548	29.0636	29.7902
W224	Meter Technician Supervisor	6	28.9739	29.6983	30.4408
W224	Meter Technician Supervisor	7	29.5931	30.3329	31.0913
W677	Motor Equip Repair/MEO IIA	1	26.0483	26.6995	27.3669
W677	Motor Equip Repair/MEO IIA	2	26.6675	27.3341	28.0175
W677	Motor Equip Repair/MEO IIA	3	27.2866	27.9688	28.6680

W677	Motor Equip Repair/MEO IIA	4	27.9058	28.6035	29.3186
W677	Motor Equip Repair/MEO IIA	5	28.5250	29.2382	29.9691
W677	Motor Equip Repair/MEO IIA	6	29.1442	29.8728	30.6197
W677	Motor Equip Repair/MEO IIA	7	29.7634	30.5075	31.2702
W633	Reservoir Caretaker I *	1	29.1785	N/A	N/A
W633	Reservoir Caretaker I	2	29.7977	N/A	N/A
W633	Reservoir Caretaker I	3	30.4168	N/A	N/A
W633	Reservoir Caretaker I	4	31.0360	N/A	N/A
W633	Reservoir Caretaker I	5	31.6552	N/A	N/A
W633	Reservoir Caretaker I	6	32.2744	N/A	N/A
W633	Reservoir Caretaker I	7	32.8935	N/A	N/A
W632	Reservoir Caretaker II **	1	29.8204	30.5659	31.3300
W632	Reservoir Caretaker II	2	30.4396	31.2005	31.9806
W632	Reservoir Caretaker II	3	31.0587	31.8352	32.6311
W632	Reservoir Caretaker II	4	31.6779	32.4698	33.2816
W632	Reservoir Caretaker II	5	32.2971	33.1045	33.9321
W632	Reservoir Caretaker II	6	32.9162	33.7391	34.5826
W632	Reservoir Caretaker II	7	33.5354	34.3738	35.2331
W672	Water System Maint Crafts/Disp	1	25.8781	26.5250	27.1882
W672	Water System Maint Crafts/Disp	2	26.4973	27.1597	27.8387
W672	Water System Maint Crafts/Disp	3	27.1164	27.7943	28.4892
W672	Water System Maint Crafts/Disp	4	27.7356	28.4290	29.1397
W672	Water System Maint Crafts/Disp	5	28.3548	29.0636	29.7902
W672	Water System Maint Crafts/Disp	6	28.9739	29.6983	30.4408
W672	Water System Maint Crafts/Disp	7	29.5931	30.3329	31.0913
W671	Water System Maint Crafts/Dist	1	20.9961	21.5210	22.0590
W671	Water System Maint Crafts/Dist	2	21.9962	22.5461	23.1097
W671	Water System Maint Crafts/Dist	3	22.9962	23.5711	24.1604
W671	Water System Maint Crafts/Dist	4	23.9963	24.5962	25.2111
W671	Water System Maint Crafts/Dist	5	24.9966	25.6215	26.2620
W671	Water System Maint Crafts/Dist	6	26.0365	26.6874	27.3546
W671	Water System Maint Crafts/Dist	7	27.0974	27.7749	28.4693
W652	Working Supervisor/Water	1	25.5475	26.1862	26.8409
W652	Working Supervisor/Water	2	26.1667	26.8209	27.4914
W652	Working Supervisor/Water	3	26.7859	27.4555	28.1419
W652	Working Supervisor/Water	4	27.4050	28.0902	28.7924
W652	Working Supervisor/Water	5	28.0242	28.7248	29.4429
W652	Working Supervisor/Water	6	28.6434	29.3595	30.0934
W652	Working Supervisor/Water	7	29.2625	29.9941	30.7440

W647	Wrkg Super/Water Sys Maint/Dtb	1	26.2781	27.2350	28.2159
W647	Wrkg Super/Water Sys Maint/Dtb	2	26.8972	27.8697	28.8664
W647	Wrkg Super/Water Sys Maint/Dtb	3	27.5164	28.5043	29.5169
W647	Wrkg Super/Water Sys Maint/Dtb	4	28.1356	29.1390	30.1674
W647	Wrkg Super/Water Sys Maint/Dtb	5	28.7547	29.7736	30.8180
W647	Wrkg Super/Water Sys Maint/Dtb	6	29.3739	30.4083	31.4685
W647	Wrkg Super/Water Sys Maint/Dtb	7	29.9931	31.0429	32.1190
W655	Wrkg Superv/Park Maint Craf	1	25.5475	26.1862	26.8409
W655	Wrkg Superv/Park Maint Craf	2	26.1667	26.8209	27.4914
W655	Wrkg Superv/Park Maint Craf	3	26.7859	27.4555	28.1419
W655	Wrkg Superv/Park Maint Craf	4	27.4050	28.0902	28.7924
W655	Wrkg Superv/Park Maint Craf	5	28.0242	28.7248	29.4429
W655	Wrkg Superv/Park Maint Craf	6	28.6434	29.3595	30.0934
W655	Wrkg Superv/Park Maint Craf	7	29.2625	29.9941	30.7440
W653	Wrkg Superv/Water Sys Maint	1	25.5475	26.1862	26.8409
W653	Wrkg Superv/Water Sys Maint	2	26.1667	26.8209	27.4914
W653	Wrkg Superv/Water Sys Maint	3	26.7859	27.4555	28.1419
W653	Wrkg Superv/Water Sys Maint	4	27.4050	28.0902	28.7924
W653	Wrkg Superv/Water Sys Maint	5	28.0242	28.7248	29.4429
W653	Wrkg Superv/Water Sys Maint	6	28.6434	29.3595	30.0934
W653	Wrkg Superv/Water Sys Maint	7	29.2625	29.9941	30.7440

* Effective July 1, 2018 this title will be eliminated.

** Effective July 1, 2018, this title will be referred to as “Reservoir Caretaker”.