

# **Collective Bargaining Agreement**

Between

**The City of Cambridge**

and

**The Area Trades Council**

**Inspectional Services**

**IUOE - Local 877**

**IUPAT - DC 35**

**UA - Local 12**

**IBEW - Local 103**

**UBC - Local 51**

**July 1, 2023 – June 30, 2026**

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## **AGREEMENT**

This Agreement entered into between the City of Cambridge, Massachusetts (hereinafter referred to as "the City") and the Area Trades Council (composed of the signatories, and 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 benefited part-time employees of the Cambridge Inspectional Services Department in the following classifications: Sanitary/Housing Inspector, Sanitary/Housing Inspector Constable, Assistant Sanitary Inspector, Plumbing and Gas Inspector, Building Inspector, Assistant Building Inspector, Wire Inspector, Zoning Specialist, Access Analyst, Code Enforcement Inspector, Code Inspector/Constable, Zoning and Building Associate, and Compliance Inspector employed by the Cambridge Inspectional Services Department, and excluding all other Inspectional Services 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 month of the name and address and classification of each new employee. The City recognizes the right of any eligible employee to become and remain 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 1.

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 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 at least 20 hours per week and receives benefits. Part-time employees working in positions budgeted for at least 20 hours per week are eligible for non-wage compensation and time off benefits on a pro-rated basis of budgeted hours compared with full-time hours for similar positions.

City shall mean the Appointing Authority of the City or their designee(s).

**ARTICLE 3**  
**UNION MEMBERSHIP, DUES, 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 appropriate 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 employee may revoke an authorization 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 PAYROLL DEDUCTION AUTHORIZATION FORM**

I, \_\_\_\_\_, hereby authorize my Employer, the City of Cambridge (Inspectional Services Department) to deduct from my regular salary the amount established by the Area Trades Council as dues and to transmit at regular intervals such deducted dues to the Treasurer of the appropriate union.

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**  
**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 to the extent consistent with Massachusetts law.

**ARTICLE 5**  
**MANAGEMENT RIGHTS**

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 duty 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 subcontracting if deemed necessary. 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.

**ARTICLE 6**  
**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 of 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 notify each employee of their disavowal by written notice sent to each employee's home, and by issuance of a general press release so stating. The Union shall also refuse to recognize any picket line established in connection herewith. 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 7**  
**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, religion, 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 not discriminate against any person on the basis of race, color, creed, religion, 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 8**  
**GRIEVANCE PROCEDURE**

**Section 1. Definition of Term "Grievance"**

Any grievance or dispute arising between the parties which involves the meaning, application or interpretation of this Agreement shall be settled pursuant to the provisions of this Article and Article 9, except that any matter which is subject to the jurisdiction of the Retirement Board, Department of Industrial Accidents, or the Department of Personnel Administration shall not be subject to the grievance and arbitration provisions of this Agreement.

Discipline or discharge cannot be appealed to the Civil Service Commission or to arbitration until the City Manager has rendered a decision in an Appointing Authority hearing under Chapter 31, Section 41 or a decision on a grievance at Step 3. The filing of either a Civil Service appeal or demand for arbitration shall constitute an exclusive election of remedies.

The following matters shall not be grievable under this Agreement:

- a) the dismissal or discipline of a probationary employee;
- b) any incident which occurred or failed to occur prior to the effective date of this Agreement;
- c) the assignment of work within the scope of an employee's licensure and qualifications.

## **Section 2. Grievance Procedure**

A grievance shall be settled in the following manner:

### **STEP 1**

The employee, with or without their union steward, shall take up the grievance with the employee's supervisor within five (5) working days of its occurrence or when the employee 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 their immediate supervisor, or elsewhere throughout the City.

### **STEP 2**

If the grievance has not been resolved at Step 1, within five (5) working days of its submission it shall be presented in writing by the Union to the Commissioner or their designee within five (5) working days thereafter. The Commissioner or their designee shall respond in writing within ten (10) working days of the receipt of said grievance.

### **STEP 3**

If the grievance has not been resolved at Step 2, it shall be presented in writing to the City Manager or their designee within five (5) working days after the reply of the Commissioner has been received or is due. The City Manager or their designee shall respond in writing within ten (10) working days of the receipt of the grievance or a meeting to consider the matter.

## **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.

## **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.

**Section 5. Matters Not Subject to the Arbitration Procedure**

The following matters shall not be subject to arbitration under this Agreement:

- a) the dismissal or discipline of a probationary employee;
- b) any incident which occurred or failed to occur prior to the effective date of this Agreement;
- c) the assignment of work within the scope of an employee's licensure and qualifications;
- d) management's decision to grant personal leave under Article 13;
- e) verbal and written reprimands or warnings. The City will furnish the Union with a copy of the verbal or written reprimand, and the employee will have the opportunity to submit a written response that will be kept in their personnel file attached to the warning/reprimand.

**ARTICLE 9  
ARBITRATION**

**Section 1. Timely Submission**

Any grievance which has not been settled under Article 8 may be submitted by the City or the Union to arbitration in the manner set forth below within twenty (20) working days after the response of the City Manager or their designee is received or due, whichever is sooner. Where the remedies of Articles 8 and 9 are elected by the employee as the method of dispute resolution, these procedures shall be the exclusive procedure for resolving any such grievance.

**Section 2. Selection of Arbitrator**

The parties shall attempt to select an arbitrator within ten (10) working days after notice of arbitration has been given. If the parties cannot agree upon an arbitrator, either party may submit the matter to the American Arbitration Association under AAA rules and auspices. The expenses of the proceedings shall be borne equally by the parties.

**Section 3. Arbitrator's Powers**

The arbitrator shall be without power to alter, add to, or detract from the provisions of this Agreement; to make any decision which is inconsistent with the terms of this Agreement or applicable law; or to decide any matter which is within the exclusive authority of the City under the terms of this Agreement or applicable law. The arbitrator shall have no power to change the City Charter or City ordinances.

**Section 4. Scope & Timely Submission of Decision**

The arbitrator shall submit in writing their 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 the law or this Agreement.

**ARTICLE 10  
SENIORITY**

**Section 1. Civil Service**

The City agrees to conform to all applicable Massachusetts Civil Service laws and regulations. If there is any conflict between any provisions of this Agreement, the above laws, rules and regulations shall govern.

**Section 2. Representation**

The Union reserves the right to represent employees in MGL c.31, Section 41-45 hearings.

**Section 3. 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. Layoffs and recalls of all employees who are not permanently appointed under Chapter 31 shall be in accordance with Union seniority.

**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 without previous notification to the employee's Department Head except for reasons beyond control of the employee.

**Section 5. Seniority Lists**

Seniority lists shall be forwarded to the Union by the Employer within thirty (30) days of the signing of this Agreement. Said lists shall contain the following information: Employee's name, title, date of hire with the City, and date of hire in the employee's present position if different.

Said lists shall be posted and updated every six (6) months. The Employer shall furnish the Union with a monthly list of all new employees, date of employment and classification; and a list of all employees whose employment has been terminated.

**Section 6. Layoff**

In the event of a proposed layoff, employees within job title selected for layoff shall be terminated from employment in reverse order of their seniority.

**Section 7. Just Cause**

No employee who has completed the probation period shall be disciplined or discharged except for just cause. All employees including those who do not have the right to appeal such disciplinary actions to the Civil Service Commission pursuant to MGL c. 31, Sections 41-45 shall have the right to follow the procedures outlined in Articles 8 and 9. The Union and the City agree that written and verbal warnings are not subject to arbitration.

**ARTICLE 11  
HOURS OF WORK**

**Section 1. Schedule**

All employees will work from 7:00 am to 6:00 pm on Mondays and 7:00 am to noon on Fridays. Employees with a forty (40) hour per week schedule will work from 7:00 am to 4:00 pm on Tuesday through Thursday and will have a 45 minute unpaid lunch break every day of the week except for Fridays when there will be no lunch break. Employees with a thirty-seven and a half (37.5) hour per week schedule will work from 7:00 am to 3:30 pm on Tuesday through Thursday and will have a one hour unpaid lunch break every day of the week except for Fridays when there will be no lunch break.

Employees are required to take their lunch break between the hours of 11:00 a.m. and 2:00 p.m.

The City shall have the right to adjust the starting and ending times by up to one hour, either earlier or later, with 30 days notice to the Union; or without notice in periods of emergency, within the discretion of management. When starting and ending times are changed under this paragraph, they may not be changed again until they have been in effect for 30 days.

**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 purposes 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 the case of a 40 hour work week; or 30 hours in the case of a 37.5 hour work week will be compensated at the rate of time and one-half (1 1/2) of the employee's regular rate of pay.

The City will authorize the use of compensatory time at time and a half compensatory time for hours worked over 7.5 hours in a day (37.5 hour per week employees) or over 8 hours in a day (40 hour per week employees). Compensatory time may be credited in lieu of overtime on a voluntary basis, also requiring departmental approval. The maximum amount of compensatory time that may be accrued at any time is one week (37.5 or 40 hours),

depending on the employee's standard hours. The City reserves the right to pay off accrued compensatory time at the hourly rate of the employee.

To the extent possible, the opportunity to work overtime shall be rotated among all of the employees in any particular classification within the department. When an overtime opportunity occurs, the City will notify the appropriate employee by calling the employee's personal cell phone. All employees are required to carry a personal cell phone, which will be used instead of radios and pagers. The City will not give out an employee's cell phone number to members of the public. If an employee does not respond to a telephone call within a ten-minute period, they will be charged with a refusal on the overtime list, and the next appropriate employee shall be called until the overtime list is exhausted. The City shall maintain a cumulative record including all bargaining unit employees grouped by classification. This record will report:

- A. The total aggregate hours as of the last overtime list weekly posting
- B. All overtime hours worked during the reporting week
- C. All overtime hours refused during the reporting week
- D. The new total aggregate hours (hours worked and refused added to the previous aggregate hours)

In the event that no employee voluntarily accepts overtime assignment in accordance with the above, the most junior employee(s) in the classification may be required to work the overtime. The City may, at its option, offer qualified bargaining unit employees in another classification the overtime if there are no volunteers.

### **Section 3. Call-In**

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; except that those called in after 12:01 AM shall be guaranteed a minimum of six (6) hours of work at the applicable rate of pay.

Employees who are assigned to work a prescheduled detail assignment during non-work hours shall be guaranteed four (4) hours of work at the applicable rate of pay.

### **Section 4. Vacation Call-In**

Employees called back while on vacation shall receive time and one-half (1 1/2) for all hours worked.

### **Section 5. Telework**

The City of Cambridge Telework Policy issued July 15, 2022 that applies to non-union employees, as implemented and as it may be modified by the City from time to time, will, effective upon ratification of this Agreement, also apply to members of this Union.

In accordance with the Telework Policy, the City retains the exclusive right to deny, modify, and/or suspend telework arrangements. Any complaints relating to telework,

including any alleged violations of the Telework Policy, will not be subject to the grievance or arbitration provisions in Articles 8 and 9 of the parties' collective bargaining agreement.

**ARTICLE 12**  
**HOLIDAYS**

**Section 1. Paid Holidays**

The following days shall be considered paid holidays:

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

**Section 2. Eligibility**

In addition to the requirements of Article 11, an employee qualifies for holiday pay only if they work or are paid standard hours for the scheduled workday immediately before or after the holiday.

**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 has exhausted their sick leave, and is not working, shall not be paid for the holiday.

**ARTICLE 13**  
**LEAVE OF ABSENCE**

**Section 1. Parental Leave**

Effective for births, adoptions and/or foster placements that occur on or after July 1, 2017, 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 budgeted to work twenty (20) hours or more per week.

**Section 2. Personal Leave**

Upon reasonable justification submitted in writing to the employee's Department Head, the City Manager or their designee may grant to an employee a personal leave of absence for periods of time not to exceed three (3) months, with the exception of parental leave which will not exceed six (6) months. At the end of the leave of absence the employee may be reinstated to their former position or a similar position unless more senior employees in the department have been laid off.

**Section 3. 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 4. 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 5. Family Medical Leave Act**

Employees who qualify shall be entitled to leave under the Family and Medical Leave Act. For further information regarding City policy employees are referred to the current City of Cambridge Employee Manual section on Leaves of Absence.

**ARTICLE 14  
BEREAVEMENT**

**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, parent, domestic partner, brother, sister, son-in-law, daughter-in-law or 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 their home.

**Section 2. Other Bereavement Allowances**

Employees 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 15** **VACATIONS**

### **Section 1. Vacation Eligibility**

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.

### **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. Purpose**

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

### **Section 4. Definition-Day's 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 day of vacation.

### **Section 5. Vacation-Sick/Bereavement Interaction**

If an employee becomes ill while on vacation leave and is otherwise entitled to benefits under Article 19, or in the event an employee becomes entitled to bereavement leave under Article 14, they shall be allowed to utilize such time and it shall not be treated as vacation leave.

### **Section 6. Vacation-Beyond Basic Allowance**

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 of service are entitled to four (4) weeks of vacation in each calendar year.

### **Section 8. 6 to 15 Years Service**

Employees with more than five (5) years of service and less than fifteen (15) years of service will be entitled to four (4) weeks of vacation per calendar year.

Employees with fifteen (15) years of service will be entitled to five (5) weeks of vacation in each calendar year.

**Section 9. LOA Without Pay**

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

**Section 10. Carryover or Vacation Buy-Back**

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

An employee not requesting to carry over any vacation time from one year to the next may purchase up to two days of vacation time at the employee's then daily rate through a vacation buy-back program at a time in December of each year as designated by the City.

**Section 11. Definition/Week**

For the purpose of this Article, a "week" is defined as five (5) working days.

**Section 12. Computing Vacation Time**

For the purpose 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. Choice of Vacations**

A vacation schedule shall be posted as of May 1 of each calendar year. First choice of vacation periods shall be given to the employees in the order of seniority in their job classification. Changes shall be permitted to unchosen weeks provided thirty (30) days notice of such change is submitted to the employer.

The City reserves the right to implement the following procedure for the scheduling of vacations for unit members, effective for vacation use on or after January 1, 2012.

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 or section 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 date submitted, the previously approved requests, and the department/section'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 section 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 date submitted, the previously approved requests, and the department/section'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.

**Section 14. Vacation as Individual Days**

Up to ten (10) days of accumulated vacation time may be taken as individual days or in units or increments of two hours or more, subject to departmental workload, reasonable notice and Department Head approval. For purposes of this section, two or more consecutive work days of vacation leave will not be considered an individual day.

**Section 15. Vacation Payoff - Leaving the City Employ**

When an employee leaves the employ of the City, they 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 their estate.

**ARTICLE 16**  
**PERSONAL DAYS**

**Section 1. Allowance**

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 twenty-four (24) hours, or twenty-two and a half (22.5) 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.



**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 their 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**  
**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 standard 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 they may be assigned if they are 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 19**  
**SICK LEAVE**

**Section 1. New Hires**

Employees covered by this Agreement who have been regularly employed in their positions continuously for at least six (6) months shall be entitled to sick leave with full pay in accordance with the following provisions. Any sick leave during the first six 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 their 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 employees for this purpose in any one 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 19, 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.

**Section 3. Notification by Employee**

Sick leave will not be allowed unless notification is given of the illness by the employee, their family, or their physician, by the time scheduled to start work, otherwise sick leave shall not begin until after notification has been received. If notification of illness is not given to the employee's direct supervisor, or in the direct supervisor's absence, to a member of the Inspectional Services reception staff, the employee shall not receive pay for the days in question whether or not the employee has accumulated sick leave to their credit.

**Section 4. Physician's Statements**

If the absence is five (5) 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. 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, they shall not receive pay for the days in question, whether or not the employee has accumulated sick leave to their credit.

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 of 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. 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 8. Sick Leave Allowance**

Effective January 1 of each year of the contract all permanent employees shall be allotted 15 days of sick leave per calendar year.

New Employees: No sick leave benefits shall be paid in the first six (6) months of employment. After the first six months, new full-time employees shall be credited seven and one-half (7.5) days by virtue of their accruals of 1 1/4 days per month until the following January 1st, at which time they will be allotted 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 three hundred and sixty five (365) days. Employees who have reached the 365-day limit 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 sick leave at the rate of 1 1/4 day per month provided the total accumulation does not exceed the maximum accumulation described above.

**Section 9. Patterned Absenteeism**

Nothing in this Agreement shall prevent the City from taking appropriate action for patterned absenteeism. Patterned absenteeism, by way of illustration and not to limit

examples, is considered to be: (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 of preferable absence periods/months); or (4) Repetitive same day of the week absences.

#### **Section 10. Unauthorized Absence**

Any employee who fails to notify their direct 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 11. 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.

#### **Section 12. Unused Sick Leave**

Upon the death or retirement of any employee, or upon the layoff 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, at the rate of twenty-five dollars (\$25) per day for the first hundred full days of accrued but unused sick leave. The rate of compensation for the second hundred full days of accrued but unused sick leave shall be at seventy-five dollars (\$75) per day. The rate of compensation for the full days of accrued but unused sick time from 201 days to 365 days shall be one hundred dollars (\$100) per day or 50% of the individual's daily rate of pay, whichever is less, but in no case less than seventy-five dollars (\$75) per day. Total accumulation for the purpose of sick leave buy-back shall be 365 days.

#### **Section 13. Sick Leave Incentive**

An employee with perfect attendance for a six-month period (no sick leave, no workers' 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 (pro-rated for part-time). The six-month period will be January-June and July-December.

#### **Section 14. Administrative Day**

An employee with perfect attendance for a continuous six month period (no sick leave, no worker's compensation lost time, no leave without pay, no unauthorized absence leave or no other no pay status) shall be eligible for an administrative day, which must be used within the next twelve months, subject to departmental approval. In lieu of using the administrative day, the employee may buy back the time, at the employee's daily rate at the time it was earned. The continuous six month eligibility period shall be calculated on a rolling basis, i.e.,

from the last sick, worker's compensation or unpaid day, or from the last date an administrative day was earned.

**Section 15. Sick Leave Bank**

The parties agree that the membership will vote separately on the creation of a sick bank. In the event that the membership votes to create a sick bank, the City will match a one-time mandatory contribution of one day of sick time per member to establish a Sick Leave Bank. The parties will meet before the bank is depleted to discuss ways to continue the benefit.

**ARTICLE 20  
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 their duties, may draw from their unused sick leave for the first twenty-one consecutive calendar days of said disability, at their 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. W/C - Sick Leave/Interaction**

An employee receiving sick leave with pay, who also receives compensation under the Workers' Compensation Laws, may supplement workers' compensation payments with accrued sick leave up to the level of full regular salary.

An employee who is absent from work in excess of six (6) months from a workers' compensation accident will not accrue additional vacation, sick leave or longevity benefits.

**ARTICLE 21  
MEDICAL INSURANCE**

**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 such

successor product as is offered by the City. The City will contribute 82% of said monthly working rate. Employee contributions shall be on a pre-tax basis. Employees first 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 its health insurance, in return for a \$1,800 per year (\$150.00 per month) payment in lieu of insurance. Employees who lose the alternative coverage through no fault of their own may opt back into the City plan without waiting periods of pre-existing condition restrictions, or without restriction at open enrollment, whereupon the payment in lieu of insurance will cease. Should, during the life of this contract, any City or School unit reach voluntary agreement with the City for an insurance waiver rate greater in dollar value than that provided to this union, the City and the union agree to re-open the contract for the limited purpose of discussing the insurance waiver rate.

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 and /or administration of the coverage.

**ARTICLE 22**  
**PENSION PLAN - RETIREMENT**

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

**ARTICLE 23**  
**PARKING**

Employees will be permitted to park in accordance with the attached provisions (Attachment B). These provisions shall not be continued beyond June 30, 2026 without the express written agreement of both the City and the Union.

**ARTICLE 24**  
**LICENSES**

The City will continue to reimburse employees for license renewals for those licenses which are necessary to perform their duties.

**ARTICLE 25**  
**TOOLS**

Each employee is responsible for the communication 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 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 licensing requirements and employment of the employee. Employees will be paid their regular hourly wage for courses taken during normal working hours, and for which the employee has received prior approval of the Department Head and Director of Personnel.

**Section 2. Funds Allocation**

Effective July 1, 2023 the City agrees to allocate up to a maximum of \$3,400 per person annually for tuition reimbursement (with an additional \$200 book allowance).

Effective July 1, 2024 the reimbursement shall increase to \$3,600 (with a \$200 book allowance).

Effective July 1, 2025 the reimbursement shall increase to \$3,800 (with a \$200 book allowance).

**ARTICLE 27**  
**SAFETY MEASURES**

**Section 1. Safety Equipment**

The City shall supply safety equipment to the employees which shall include, but not be limited to, hard hats, boots, and other equipment to be worn in hazardous work situations. If an employee believes they have not been provided with appropriate safety equipment for a hazardous work situation, they should contact their supervisor and/or Department Head immediately to express their concerns.

**Section 2. Use of Safety Equipment**

When issued and called for under the circumstances, employees must wear said equipment.

**ARTICLE 28**  
**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 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**  
**COPIES OF AGREEMENT**

The City will furnish a copy of this Agreement to every member of the bargaining unit along with two file copies. The cost of subsequent copies will be borne by the Union.

**ARTICLE 31**  
**BARGAINING OBLIGATIONS**

The parties acknowledge that each has satisfied its obligations to bargain in accordance with state law and that the Agreement set forth was arrived at pursuant to that bargaining.

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 parties agree to bargain consistent with their obligations under state law.



**ARTICLE 32**  
**DRUG AND ALCOHOL TESTING**

**Section 1. Drug and Alcohol Screening Process**

The following policy shall govern the administration of the drug and alcohol screening process for members of this bargaining unit.

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 upon objective facts obtained by the Department and the rational inferences that 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's conduct must be witnessed by at least two (2) supervisory or managerial employees. The witnesses must have received training in observing a person's behavior to determine if reasonable suspicion testing is warranted. When the supervisors confront an employee, a Union representative should be made available. If no Union representative is available, the employee may select another bargaining unit member to accompany them.

The employee to be drug and/or alcohol tested will be notified of the test requirements 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.

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 test results are released, whichever is earlier. In addition, a copy will be sent to the Union in a timely manner.

The collection agent will maintain the sterility of the sample (split) and the integrity of the sampling process by executing the chain-of-custody process for the sample given and all related documentation. If the test result is positive, a split sample shall be preserved for independent analysis. An alcohol test shall be deemed positive only if it is registered at or above a level of .04.

If an employee refuses to submit to a drug and/or alcohol screening test under this 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 and referred to a Substance Abuse Professional.

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

An 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. Marijuana**

On-duty use of marijuana and/or an employee reporting for work impaired due to marijuana use continues to be prohibited.

The parties agree to reopen contract negotiations if alternative forms of screening for marijuana are approved by the U.S. Department of Transportation.

**ARTICLE 33**  
**SUMMARY of ECONOMIC ITEMS**

**General Wage Increases:**

July 1, 2023	2.5% on base wages
July 1, 2024	3.0% on base wages
July 1, 2025	3.5% on base wages

Note: effective July 1, 2020, after the cost-of-living increase, the base hourly rate for Code, Housing and Sanitary Inspectors increased by \$3.25 per hour with the understanding that they may be required to perform weights and measures work as directed as part of their regular job duties.

In providing this additional compensation, the City did not waive its right to assign this work to non-bargaining unit members, either exclusively or on a shared work basis.

A copy of the Wage Schedule is attached as Attachment A.

**Paychecks**

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

**Reopener language**

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. The City will notify the union in the event the reopener criteria are met.

**Clothing/Work Related Expenses:**

July 1, 2023	\$1,500 per year
July 1, 2024	\$1,600 per year
July 1, 2025	\$1,700 per year

Effective beginning with the July 2020 payment, this allowance will be paid in quarterly installments to all bargaining unit members.

The City shall have the right to set reasonable standards/requirements for appropriate clothing and footwear. The parties agree that blue jeans may be worn on Fridays.

**Transportation/Gas Allowance:**

Effective July 1, 2011, the transportation/gas allowance will be paid as a component of wages, rather than as a separate non-wage payment. The allowance will be \$0.9855 per hour for 40 hour employees and \$1.0513 per hour for 37.5 hour employees.

**Cell Phone Expenses:**

In recognition that members of the bargaining unit are required to utilize their personal cell phones for work-related communications as well as City-provided devices to perform certain work tasks, employees are eligible for a \$50 monthly stipend. In order to be paid this stipend, supervisors must complete all work tasks utilizing the software and technology determined by the City.

**Computer Literacy and Typing**

Any employee, pursuant to passing a basic computer skills proficiency test in any of the following areas: Microsoft Word, Outlook, Excel, Access, Power Point, Writing Skills will earn a stipend according to the following schedule:

<u>Number of Proficiency Tests Passed</u>	<u>Additional Hourly Stipend</u>
One (1)	\$.10
Two (2)	\$.15
Three (3)	\$.25
Four (4)	\$.35
Five (5)	\$.45
Six (6)	\$.50
Seven (7)	\$.60
Eight (8)	\$.75

Effective no later than July 1, 2024, Viewpoint (OpenGov) shall be added, and the proficiency test rates shall increase as follows:

<u>Number of Proficiency Tests Passed</u>	<u>Additional Hourly Stipend</u>
One (1)	\$.20
Two (2)	\$.40
Three (3)	\$.60
Four (4)	\$.80
Five (5)	\$1.00
Six (6)	\$1.20
Seven (7)	\$1.40

Eligible employees who pass a proficiency test on or after July 1, 2017 will receive the stipend for that application for five years from the initial payment. Any stipends being paid prior to July 1, 2017 will continue to be paid through June 30, 2022. After that time, employees must re-take and pass a proficiency test in order to continue receiving the stipend. Tests may be re-taken no sooner than six months prior to the expiration of the stipend.

The City may, in its discretion, add and remove applications based on technological changes and operational needs. However, if an application is no longer available at the time an employee's stipend has expired and there is no alternative proficiency test for the employee to take, then the City will continue to pay the stipend for the obsolete proficiency until six months after an alternative becomes available.

### **Essential Services Stipend**

In recognition that members of the bargaining unit may be required to perform field work when other employees have been asked to stay home for reasons related to health and safety, the City will pay each member of the unit an annual stipend of \$800, payable in September.

### **Additional Stipends**

In addition to other stipends contained in this agreement, any employee who receives and maintains certification in the following categories shall receive the following stipends. These stipends shall be regarded as pensionable income and subject to retirement deductions as well as income tax. Employees shall present valid certification(s) by July 1<sup>st</sup> annually and shall be paid their stipends annually in August, based upon an employee's eligibility.

There will be no limit on the number of certifications an employee can attain, except as specified below (e.g., certifications grouped with an "or" between them an employee can only receive one stipend from each grouping). No employee may earn more than a total of \$4000 per year in stipends. Job specific certifications must be pre-approved by the Department Head. If a certification does not have an expiration date and a timeframe is not specified below, the employee must retake the certification test and/or the training (whichever is appropriate) every five years to remain eligible for the stipend.

Classes are to be taken on the employee's time except that classes for Category One stipends as well as classes for maintaining a required certification in the employee's primary field may

be taken during regular work hours with Department Head approval. The City reserves the right to assign dually-qualified employees to Inspection/Sanitation work as appropriate, and at the City's discretion.

Category one: OSHA and Safety

Category two: Job Specific

**Category one: OSHA and Safety**

OSHA 10	\$200
OR	
OSHA 30	\$500
Adult CPR (Cardiopulmonary resuscitation)	\$150
Adult AED (Automated external defibrillator)	\$150
Choke Saver	\$150

**Category two: Job Specific**

Certified Building Official (CBO)	\$2000	This stipend will be prorated for the first year of qualification.
OR		
Certified Mass Building Official (MCBO)	\$1200	
Registered Sanitarian	\$2000	This stipend will be prorated for the first year of qualification.
LEED AP with specialty	\$1800	
OR		
LEED Green Associate	\$1000	
Master Plumber	\$500	
OR		
Master Gas Fitter	\$500	
Master Electrician	\$500	
Construction Supervisor License	\$500	
MHOA Housing Inspector	\$500	
Pesticide Applicator License	\$500	

Certified Professional Food Safety	\$500	
Lead Determinator (Childhood Lead Poisoning Prevention Program)	\$500	
Asbestos Certification	\$500	
Air Quality Certification	\$1000	
Accessibility Inspector/Plans Examiner – International Code Council - 21	\$1000	
Property Maintenance and Housing Inspector – International Code Council - 64	\$1000	
Zoning Inspector – International Code Council - 75	\$1000	
Commercial Energy Inspector International Code Council - 77	\$1000	Certification exam must be based on the 2021 code cycle to qualify for the stipend.
Commercial Energy Plans Examiner International Code Council - 78	\$1000	Certification exam must be based on the 2021 code cycle to qualify for the stipend.
Residential Energy Inspector/Plans Examiner – International Code Council - 79	\$1000	Certification exam must be based on the 2021 code cycle to qualify for the stipend.
NABCEP Solar Heating System Inspector Certification	\$1000	
NABCEP PV System Inspector Certification	\$1000	
ServSafe Food Manager Certification	\$250	
Certified Pool Operator	\$250	

NOTE: Due to changes in codes/regulations and the availability of multiple certifications with similar designations, it is important that employees identify and seek prior approval for the specific certification they are interested in prior to registration.

Effective July 1, 2024, increase stipends for Master Plumber, Master Gas Fitter and Master Electrician to \$650.

Effective July 1, 2025, increase stipends for Master Plumber, Master Gas Fitter and Master Electrician to \$800.

### **Long Term Disability Insurance**

Employees will be enrolled in the same long-term disability insurance program as the City provides to managerial employees, subject to the same conditions and limitations of benefits. Enrollment in this program is compulsory for employees covered by this agreement.

Employees will pay fifty per cent (50%) of the premium cost of the coverage, payable monthly.

Should the City end its long term disability insurance program during the life of this contract, the dollar value of the City share of this expense will be applied to wage rates. Should the employees, after the City ends its long term disability plan, vote to join the Local 877 non-work related long term disability plan, the City will cooperate by making a payroll deduction available for employees to make the 100% employee contribution. Should the Local 877 plan not be offered or accepted, the City will work with the Union to set up another 100% employee paid, non-work related long term disability plan, in lieu of the City plan which was ended.

**ARTICLE 34**  
**DRIVER'S LICENSE VERIFICATION SYSTEM**

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. The implementation of this program is not intended to alter any existing rights or duties of either the City or members of the unit with respect to discipline or reporting requirements.

**ARTICLE 35**  
**DURATION AND EFFECTIVE DATE OF AGREEMENT**

**Section 1. Effective**

The Agreement shall be effective July 1, 2023 and shall continue in full force and effect until and including June 30, 2026, and from year to year thereafter unless either party by written notice to the other at least sixty (60) days prior to the termination date hereof gives notice of its desire to modify this Agreement.

**Section 2. Collective Bargaining**

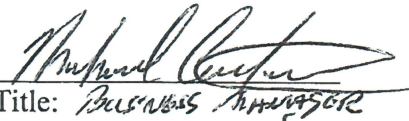
Upon receipt of such notice, the parties will meet and engage in collective bargaining for the purpose of reaching a new Agreement.

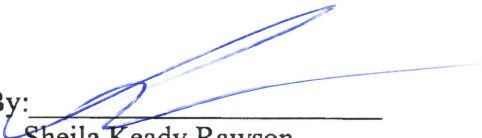
Witness our hands and seals this 14<sup>th</sup> day of March, 2024

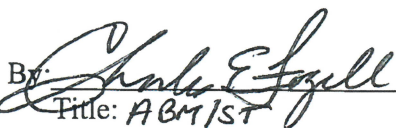
CITY OF CAMBRIDGE


The Area Trades Council

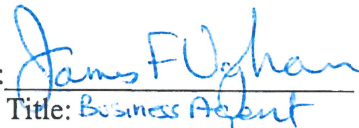
By:   
Yi-An Huang  
City Manager

By:   
Title: Business Manager  
IUOE - Local 877

By:   
Sheila Keady Rawson  
Personal Director

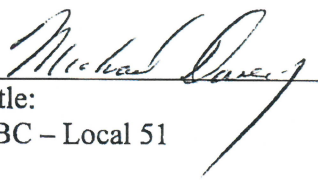
By:   
Title: ABM/ST  
IUPAT - DC 35

By:   
Jamie Matthews  
Director of Labor Relations

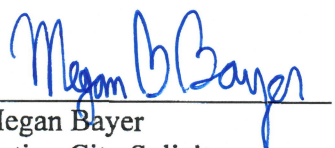
By:   
Title: Business Agent  
UA - Local 12

By:   
Peter McLaughlin  
Commissioner  
Inspectional Services Department

By:   
Title: Business Manager  
IBEW - Local 103

By:   
Title:  
UBC - Local 51

APPROVED AS TO FORM:

  
Megan Bayer  
Acting City Solicitor



## Attachment A – Wage Schedule

<u>Job Title</u>	<u>Step</u>		<u>7/1/23</u> <u>Hourly</u> <u>Rate</u>	<u>7/1/24</u> <u>Hourly</u> <u>Rate</u>	<u>7/1/25</u> <u>Hourly</u> <u>Rate</u>
Access Analyst	1	\$	35.0436	36.0949	37.3582
Access Analyst	2	\$	36.4849	37.5794	38.8947
Access Analyst	3	\$	37.9259	39.0637	40.4310
Access Analyst	4	\$	39.3672	40.5482	41.9674
Code Inspector/Constable	1	\$	30.2937	31.2025	32.2946
Code Inspector/Constable	2	\$	31.8416	32.7969	33.9448
Code Inspector/Constable	3	\$	34.5853	35.6229	36.8697
Code Inspector/Constable	4	\$	35.5522	36.6187	37.9004
Code Inspector/Constable	5	\$	36.5127	37.6081	38.9244
Code Inspector/Constable	6	\$	38.0333	39.1743	40.5454
Code Inspector/Constable	7	\$	39.5812	40.7686	42.1955
Sanitary/Housing Inspector Con	1	\$	30.2937	31.2025	32.2946
Sanitary/Housing Inspector Con	2	\$	31.8416	32.7969	33.9448
Sanitary/Housing Inspector Con	3	\$	34.5853	35.6229	36.8697
Sanitary/Housing Inspector Con	4	\$	35.5522	36.6187	37.9004
Sanitary/Housing Inspector Con	5	\$	36.5127	37.6081	38.9244
Sanitary/Housing Inspector Con	6	\$	38.0333	39.1743	40.5454
Sanitary/Housing Inspector Con	7	\$	39.5812	40.7686	42.1955
Assistant Building Insp	1	\$	31.6894	32.6401	33.7825
Assistant Building Insp	2	\$	32.9753	33.9645	35.1533
Assistant Building Insp	3	\$	34.2611	35.2890	36.5241
Assistant Building Insp	4	\$	35.5470	36.6134	37.8949
Assistant Building Insp	5	\$	36.8328	37.9378	39.2656
Assistant Building Insp	6	\$	38.1187	39.2622	40.6364
Assistant Building Insp	7	\$	39.4045	40.5867	42.0072
Building Inspector	1	\$	36.5471	37.6436	38.9611
Building Inspector	2	\$	38.2076	39.3538	40.7312
Building Inspector	3	\$	39.8681	41.0641	42.5014
Building Inspector	4	\$	41.5282	42.7740	44.2711
Building Inspector	5	\$	43.1888	44.4845	46.0414
Building Inspector	6	\$	44.8491	46.1945	47.8114
Building Inspector	7	\$	46.5105	47.9058	49.5825
Plumbing & Gas Inspector	1	\$	36.5471	37.6436	38.9611
Plumbing & Gas Inspector	2	\$	38.2076	39.3538	40.7312

Plumbing & Gas Inspector	3	\$	39.8681	41.0641	42.5014
Plumbing & Gas Inspector	4	\$	41.5282	42.7740	44.2711
Plumbing & Gas Inspector	5	\$	43.1888	44.4845	46.0414
Plumbing & Gas Inspector	6	\$	44.8491	46.1945	47.8114
Plumbing & Gas Inspector	7	\$	46.5105	47.9058	49.5825
Wire Inspector	1	\$	38.9569	40.1256	41.5300
Wire Inspector	2	\$	39.8141	41.0085	42.4438
Wire Inspector	3	\$	40.6710	41.8911	43.3573
Wire Inspector	4	\$	41.5282	42.7740	44.2711
Wire Inspector	5	\$	42.3855	43.6570	45.1850
Wire Inspector	6	\$	44.8491	46.1945	47.8114
Wire Inspector	7	\$	46.5105	47.9058	49.5825
Code Inspector	1	\$	30.1471	31.0515	32.1383
Code Inspector	2	\$	31.6898	32.6405	33.7829
Code Inspector	3	\$	34.4337	35.4667	36.7081
Code Inspector	4	\$	35.4006	36.4626	37.7388
Code Inspector	5	\$	36.3613	37.4521	38.7629
Code Inspector	6	\$	37.8608	38.9966	40.3615
Code Inspector	7	\$	39.4035	40.5856	42.0061
Sanitary/Housing Inspector	1	\$	30.1471	31.0515	32.1383
Sanitary/Housing Inspector	2	\$	31.6898	32.6405	33.7829
Sanitary/Housing Inspector	3	\$	34.4337	35.4667	36.7081
Sanitary/Housing Inspector	4	\$	35.4006	36.4626	37.7388
Sanitary/Housing Inspector	5	\$	36.3613	37.4521	38.7629
Sanitary/Housing Inspector	6	\$	37.8608	38.9966	40.3615
Sanitary/Housing Inspector	7	\$	39.4035	40.5856	42.0061
Zoning Specialist	1	\$	35.4612	36.5251	37.8034
Zoning Specialist	2	\$	37.8005	38.9345	40.2972
Zoning Specialist	3	\$	40.1398	41.3440	42.7910
Zoning Specialist	4	\$	42.4791	43.7534	45.2848
Zoning Specialist	5	\$	44.8181	46.1627	47.7784
Zoning Specialist	6	\$	47.1574	48.5721	50.2722
Zoning Specialist	7	\$	49.4967	50.9816	52.7659
Zoning and Building Associate	1	\$	31.6894	32.6401	33.7825
Zoning and Building Associate	2	\$	32.9753	33.9645	35.1533
Zoning and Building Associate	3	\$	34.2611	35.2890	36.5241
Zoning and Building Associate	4	\$	35.5470	36.6134	37.8949
Zoning and Building Associate	5	\$	36.8328	37.9378	39.2656
Zoning and Building Associate	6	\$	38.1187	39.2622	40.6364
Zoning and Building Associate	7	\$	39.4045	40.5867	42.0072

Compliance Inspector	1	\$	26.6634	27.4633	28.4245
Compliance Inspector	2	\$	28.2061	29.0523	30.0692
Compliance Inspector	3	\$	30.9500	31.8785	32.9943
Compliance Inspector	4	\$	31.9169	32.8744	34.0250
Compliance Inspector	5	\$	32.8776	33.8639	35.0491
Compliance Inspector	6	\$	34.3771	35.4084	36.6477
Compliance Inspector	7	\$	35.9199	36.9975	38.2924

## Attachment B – TP&T Parking Policies for ISD

### Goals:

- Metered parking should be available for the visitors to ISD (and other businesses in the area –the Lombardi Building, City Hall, Y, Senior Center, PO, etc.). The meter fees and the time limits are key to making sure these scarce parking spaces can be used by many short term visitors each day.
- Employee parking should occur at the Green St Garage. For those with citywide permits, parking is allowed in the residential permit areas. Employees parking at parking meters are not exempt from the meter fees and the posted time limits.
- ISD employees who work in the field need to be at the office for counter duty in the morning from 7:00 – 8:30am and in the evening from 2:30 – 3:30pm (adjusted hours on Mondays and Fridays). During those times they need to park near their office.

### Program elements:

*This document has been created to make the changes needed to meet the goals above. There are two changes – inspectors’ citywide permits will no longer be restricted to exclude parking in area H (area around the office) and parking for free or in violation of the time limits at a meter will not be allowed. The details are described below.*

#### Parking at the Lombardi Building

- Employees who use their own car to work in the field will be given citywide permits without restrictions in area H which allow them to park in residential permit areas throughout the City. The eligible employees must be approved by the Department Head. Office based staff are not eligible.
- During the times when the Inspectors are working at the counter they can park in any resident permit area.
- If they are unable to find a permit area and park at a meter in the area they have to pay the meter fee and are subject to the posted time limits.

#### Parking while Working in the Field

The citywide permit allows an Inspector to legally park in any resident permit areas in the City.

If an Inspector must park at a meter, the Inspector is required to display an Inspectional Services placard on the dashboard. Tickets issued will only be dismissed if approved by the Department head or their designee. Meter tickets in area H will not be dismissed.

Under no circumstances will public safety violations be dismissed. The public safety violations are:

- No stopping
- Handicap parking
- Handicap ramp
- Bus stop
- Hydrant
- Double stopping
- Crosswalk
- 20’ of corner
- Sidewalk