

**AGREEMENT  
BETWEEN  
CITY OF CAMBRIDGE  
AND  
LOCAL #30, I.A.F.F.  
AFL-CIO - CLC**

**EFFECTIVE DATE: July 1, 2018  
EXPIRATION DATE: June 30, 2021**

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## PREAMBLE

This Agreement, made under the provisions of Chapter 150E of the Massachusetts General Laws by and between the City of Cambridge, hereinafter referred to as the "City" and Local #30, International Association of Firefighters, hereinafter referred to as the "Union" in its own behalf of its covered members of the Fire Department of the City of Cambridge, hereinafter referred to as "Employees," has as its stated purpose the maintenance and promotion of a more harmonious relationship between the City and the members of the Fire Department who fall within the scope of this Contract in order that a more efficient and progressive public service may be rendered and a more equitable employment relationship be established.

**NOW, THEREFORE**, in consideration of the mutual promises and agreements herein contained, the parties mutually agree as follows:

## ARTICLE 1

### RECOGNITION

**Section 1.** The City recognizes the Union as the exclusive representative for the purpose of collective bargaining relative to wages, hours, working and other conditions of employment for the employees of the bargaining unit defined herein.

Pursuant to the decision of the Massachusetts Labor Relations Commission, Case No.: MCR-1308, issued April 17, 1974, the bargaining unit shall consist of:

All fire fighters, lieutenants, captains and deputy chiefs employed by the City of Cambridge Fire Department and excluding all other employees.

**Section 2.** Notwithstanding any contrary provision of the preceding paragraph or elsewhere in this Agreement the Association on its own behalf and on behalf of the employees it represents agrees that collective bargaining shall be the exclusive procedure concerning mandatory subjects of bargaining under M.G.L. c. 150E.

**Section 3.** Except for existing mutual aid agreements only bargaining unit employees will be assigned to fire fighting at the scene of a fire.

The City reserves the right to continue to utilize its auxiliary fire force to the same extent as prior to the execution of this Agreement. However, in no instance shall auxiliary fire companies or members be used to substitute for or replace Cambridge or

mutual aid companies. Auxiliary companies may act in supplement to Cambridge or mutual aid companies.

**Section 4.** **Reserve List.** The Union agrees that consistent with Civil Service law and regulations, as they may be from time to time amended, that the City may establish and utilize a reserve list of candidates eligible and qualified to receive appointment as new hires to the City of Cambridge Fire Department. The reserve list shall be used for no other purpose other than to provide a ready roster of eligible candidates for employment.

## **ARTICLE 2**

### **NONDISCRIMINATION**

**Section 1.** There shall be no discrimination, interference, retaliation, restraint or coercion by the City, Union or their respective agents against any employee(s) because of his/her membership or non-membership in the Union, activities on behalf of the Union, or because an employee pursued or advanced his/her rights and privileges contained in the Agreement.

**Section 2.** Each and every member of the bargaining unit or Local #30 may continue to exercise any rights, powers, or courses of action to which they, collectively or severally, may be entitled to under the laws of the Commonwealth of Massachusetts, the United States, or the ordinances or other legislative acts of the City of Cambridge. Any and all rights and remedies that may exist at law, in equity or otherwise are hereby

retained and reserved by the Union on its own behalf as the sole bargaining representative and on behalf of its individual members. The provisions of this Section are subject to the provisions of Article 1, Section 2.

**Section 3.** Employees are free to become or refrain from becoming members of the Union as they choose.

### **ARTICLE 3**

#### **FAIR PRACTICES**

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

**Section 2.** The City and the Union agree to continue their policies of not discriminating, as required by law, against any person on the basis of race, color, creed, national origin, sex, sexual orientation, marital status 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 4

### PAYROLL DEDUCTION OF UNION DUES

**Section 1.** Pursuant to the provisions of the M.G.L. c. 180, § 17A, Union dues shall be deducted by the City on a weekly basis from the salary of each employee who executes and remits to the City a form of authorization for payroll deduction of Union dues (Article 5), as well as fees and/or other assessments.

Remittance of the aggregate amount of dues shall be made to the Union Treasurer within twenty (20) working days after the month in which the dues are deducted, in accordance with present practice.

**Section 2.** Such authorization may be withdrawn by an employee by giving at least forty-five (45) days notice, in writing, to both the City and the Union Treasurer.

**Section 3.** The sum which represents such weekly Union dues and fees and or assessments shall be certified to the City Treasurer as constituting such by the Treasurer of the Union. If the sum once certified is changed, the amount deducted from the earnings of an employee who has authorized such deduction shall not be increased or decreased until twenty-one (21) days written notice of such change has been received by the City Treasurer from the Treasurer of the Union.

**ARTICLE 5**

**PAYROLL DUES DEDUCTION AUTHORIZATION FORM**

To: Treasurer, City of Cambridge  
Cambridge, Massachusetts  
Local #30, International Association of Fire Fighters

I hereby authorize and direct the City Treasurer to deduct from my salary weekly, the sum of \_\_\_\_\_, beginning with the pay period of \_\_\_\_\_, 20\_\_\_\_, which represents dues, fees and/or assessments as established by Local #30, International Association of Fire Fighters, AFL-CIO (herein called the Union) or such higher sums as may from time to time be established by the Union and as certified to the City Treasurer by the Treasurer of the Union.

The said amounts shall be deducted pursuant to this authorization and also pursuant to Article 4 of an Agreement between the City of Cambridge and the Union which is incorporated herein by reference.

This authorization shall remain in effect, except upon proper revocation of said authorization by the employee delivered in writing to the City Treasurer and the Union Treasurer at least forty-five (45) days prior to the date said revocation is to take effect or my transfer out of the bargaining unit; except, however, that the City is hereby authorized to resume my deductions in the event of my transfer back into the bargaining unit.

Date: \_\_\_\_\_ Name: \_\_\_\_\_

Witnessed: \_\_\_\_\_

Date: \_\_\_\_\_

This authorization shall be executed in duplicate with one (1) copy for the City and one (1) copy for the Union.

**ARTICLE 6**

**PAYROLL DEDUCTION OF AGENCY SERVICE FEE**

Pursuant to *Janus v. AFSCME, Council 31*, 585 U.S. \_\_\_\_ (2018), agency service fees will no longer be deducted.

**ARTICLE 7**

**MANAGEMENT RIGHTS**

Subject to the provisions of this Agreement, the City reserves and retains all the rights and prerogatives of municipal management, including the right to administer and prescribe the methods and means by which the operation of the Fire Department shall be conducted.

**ARTICLE 8**

**NO STRIKES**

There shall be no strikes or withholding of services during the life of this Agreement.

**ARTICLE 9**

**UNION RIGHTS**

**Section 1.** Copies of existing rules, orders (general, special or personnel) and regulations shall be furnished to the Union; future issuances of the same shall be furnished at the earliest possible opportunity.

**Section 2.** Public records normally maintained by the Fire Department shall be open for inspection by the Union upon request. Further, the City upon request, shall provide the Union with access to such relevant material as is reasonably necessary to enable the Union to fully protect the rights of its members, perform its functions under this Agreement and its obligations under M.G.L. c. 150E. The request of the Union shall specify the material, information, documents or evidence required to be examined, the form in which it is requested, and the reason for the request. The City agrees to provide employees or the Union with photocopies of official documents within the authority of the Fire Department to release, within a reasonable time of the request thereof, at a reasonable charge, not to exceed twenty cents (\$0.20) per page.

Bulletin boards shall be furnished in every fire station for the posting of information by, and/or for the benefit of the Union.

**Section 3.** Members of the Union's Bargaining Committee, Grievance Committee, and Joint Review Committee shall be granted reasonable time off without loss of pay or benefits for all meetings between the City and the Union in matters involving or affecting negotiations for a collective bargaining agreement and/or the adjustment or formal hearing of grievances.

**Section 4.** The Union shall provide the Chief of the Department with a list of all Union officers and committee members by March 15<sup>th</sup> of each year. Notification of

change in the above shall be made by the Union to the Chief as soon as reasonably possible.

## ARTICLE 10

### EMPLOYEE RIGHTS

**Section 1.** Employees have, and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Union. Freedom to assist the Union shall be recognized as extending to participation in the management of the Union and acting for the Union in any official capacity, and including the right to present Union views and positions to the public, to officials of the City and the Fire Department, to members of the City Council of Cambridge and to the General Court, or to any other appropriate authority, board or official, subject to the limitations contained in Article 1, Section 2 of this Agreement.

Without limitation of the foregoing, the City agrees that it will not recognize, aid, promote or finance any labor group or organization seeking or purporting to engage in collective bargaining for the Department or make any Agreement with any such group or organization which would violate the rights of the Union under the terms of this Agreement or the law.

**Section 2.** Any employee shall be given and have access at reasonable times to his/her own personnel file, including when on duty, and shall have the right to file a

response to any information filed therein and shall have the right to receive a copy of the file.

**Section 3.** No covered employee shall be prohibited from engaging in, or refraining from, political activity, provided that no such political activity shall be undertaken while on duty, or while acting in an official capacity.

**Section 4.** Whenever any covered employee is under investigation or subjected to interrogation by the Department which could lead to criminal charges, such investigation shall not take place before the employee is advised of the nature of the charge or possible charge against him, his/her right to remain silent and his/her right to have counsel present before the commencement of said investigation or interrogation.

**Section 5.** No employee other than a provisional or probationary employee shall be removed, dismissed, discharged, suspended, fined, reduced in rank or disciplined in any manner except for just cause, and then, only under the provisions and protection of applicable law and administrative procedure, including the right to proceed to arbitration pursuant to Article 12 or to Civil Service review, but pursuant to M.G.L. c. 150E § 8, not to both.

## ARTICLE 11

### JOINT REVIEW COMMITTEE

The parties to this Agreement hereby express their joint intention, through the provisions of this Article to seek to continue their harmonious relations; to promote mutual cooperation and understanding; to establish and maintain new and effective lines of communication between the parties; to insure the safety and physical well-being of the employees by sharing information on new safety techniques and procedures in fire fighting and equipment; to consider the proper interests of the fire fighters in the conditions under which they perform their duties by giving the employees an effective voice in the development, evolution, and improvement of those conditions, all with the goal of providing the City of Cambridge with the best, safest and most effective Fire Department possible.

In order to achieve these ideal ends, the parties recognize the need for establishing and maintaining a conduit for informal mutual expression and meaningful discussion.

THEREFORE, the parties to the Agreement hereby establish the Joint Review Committee, (herein called "the Committee") which shall consist of at least six (6) members as follows:

1. The president of the Union or his/her designate,
2. Four (4) other members of the Union, and

3. The Chief of the Department and/or his or her selected delegates or City Official(s).

**Section 1.** The Committee shall meet at mutually convenient times to consult as provided herein, but not less than once every two (2) months.

**Section 2.** The parties agree that at least one (1) week prior to the date scheduled for the regular meeting of the Committee described above, the Union and the City will exchange a written agenda listing subjects about which they desire to consult. The consultations as nearly as possible, will be confined to subjects on the agenda. By way of example, but not by way of limitation, said agenda subjects might include a discussion of work rules and methods or matters affecting the implementation of this Agreement, the status of current departmental projects, and fire fighting trends and/or other matters of professional interest.

**Section 3.** The parties agree that the provisions of this Article will in no way be construed as broadening the scope or application of this Agreement unless and until an agreement or other instrument which may result from the consultation shall be reduced to writing, signed by the members of the Committee, and made effective subject to the provisions of Article 32 (Stability of Agreement).

**Section 4.** The parties to the Agreement may, from time to time, jointly expand, narrow, alter or otherwise modify the procedures and jurisdiction of the Committee.

**Section 5.** The Chief shall respond to any agenda item of the Committee (by way of agreement, rejection or modification) in writing within thirty (30) days of the conclusion of each meeting.

## **ARTICLE 12**

### **GRIEVANCE PROCEDURE AND ARBITRATION**

**Section 1.** The term "grievance" shall be defined as any dispute concerning the interpretation or application of any provision of this Agreement. No grievance which is subject to Civil Service or Retirement Board Laws of the Commonwealth of Massachusetts may be submitted as a grievance under the provisions of this Article.

#### **Section 2.**

**Step One.** Grievances may be first presented by the employee and/or the Association representatives to the Officer designated by the Chief as in charge of the employee's shift or such other officer so designated, and an earnest effort shall be made within the next 48 hours to adjust the grievance in an informal manner.

**Step Two.** If the grievance is not resolved and mutually acceptable at Step One within six (6) working days, the grievance shall be submitted in writing to the Chief of the Department by the employee and/or the Union. A meeting between the Chief of the Department and/or his or her designated representative and the Grievance Committee of the Union shall be held within five (5) days after referral to the Chief of the Department, to discuss the grievance. If not satisfactorily adjusted at this meeting,

the Chief shall give his/her written answer with specification of grounds within five (5) days of the meeting. If a grievance is adjusted at Step Two of the grievance procedure, the adjustment shall be noted on the grievance form and shall be signed by the Chief of the Department or his/her representative and the Union representative(s) reaching the adjustment.

If a decision satisfactory to the Union at any level of the grievance procedure is not implemented within a reasonable time the Union may invoke the next step: Step Two or Step Three of the grievance procedure. If the City exceeds any time limits prescribed at any step in the grievance procedure, the Union may invoke the next step of the procedure.

Written submissions of grievances at Step Two shall be in not less than triplicate, on forms to be agreed upon jointly, and shall be signed by the representative of the Union filing the grievances.

The Union shall be notified in writing of all grievances filed by employees covered by this Agreement, and all grievance hearings and all determinations and awards. It shall have the right to have a representative present at any grievance hearing and shall be given no less than 48 hours notice thereof, unless waived by the Union. Any grievance, as defined hereinabove, affecting a large group of employees may, at the option of the Association, be filed at Step Two of the grievance procedure.

**Step Three.** If the written grievance is not resolved at Step Two, it shall be submitted to the City Manager. The City Manager or his/her designate shall meet with the Association Grievance Committee within thirty (30) days after submission at Step Three and shall answer the grievance within thirty (30) days after such meeting.

**Step Four - Arbitration.**

If the grievance is not resolved at Step Three, the Union, and not any individual employee, may in any instance submit the grievance to the American Arbitration Association. Such submission shall be made within sixty (60) calendar days after the expiration of the thirty (30) days referred to in Step Three. Within the said sixty (60) calendar days, written notice of said submission shall be given to the City by delivery in hand or by mail, postage prepaid, addressed to the attention of the City Manager or his/her designee.

Selection of a single arbitrator shall be made in accordance with the rules of the American Arbitration Association. Expenses for the arbitrator's services shall be shared equally by the parties. The arbitrator shall be without power to alter, add to or detract from the language of this Agreement. He/she shall submit in writing his/her findings of fact and award within thirty (30) days after the conclusion of testimony and argument, or as soon as practicable thereafter. The decision of the arbitrator shall be final and binding on both parties.

Up to two (2) officers of the Association or members of the Grievance Committee may attend the arbitration hearing, including preliminary meetings/conferences with the City/Chief of Department, without loss of pay. The appearance of any employee witness reasonably required at the arbitration hearings shall not result in any loss of pay to said persons. The schedules of night members whose appearance is required at the hearing shall be adjusted by the Chief of the Department to permit said appearance.

### **ARTICLE 13**

#### **HOURS OF WORK**

**Section 1.** The average weekly hours of duty (other than employees assigned to headquarters) shall not exceed forty-two (42) hours per week averaged over an eight (8) week cycle as follows: One (1) twenty-four (24) hour duty tour followed by forty-eight (48) hours off-duty followed by a twenty-four (24) hour duty tour followed by ninety-six (96) hours off-duty.

**Section 2.** The duty tour shall start at 0700 and shall run until the following 0700. The duty tour for Suppression Deputy Chiefs and their Aides starts at 0600 and runs until the following 0600. The Chief may alter the starting and quitting times of the duty tour by not more than thirty (30) minutes on either side of 0700 upon reasonable notice to the Union and an opportunity to discuss the proposed change.

Each employee is assigned to a regular work schedule as a member of a group. When an employee's regular work schedule is to be changed the Chief shall give reasonable notice to the employee affected of such a change. "Reasonable notice" as used in this Section, shall mean notification no later than 1700 on Tuesday for a change in schedule to take effect 0700 the following Sunday.

**Section 3.** In the event the City is unable to give the notice provided above the employee(s) affected shall receive their regular weekly salary plus an additional half (1/2) time premium for all hours actually worked outside their previously scheduled work week.

**Section 4.** If, because of a departmental group transfer, an employee(s) is scheduled to work forty-eight (48) consecutive hours or, more than two (2) duty tours in succession, the Department shall provide leave without loss of pay or other benefits of a minimum of twenty-four (24) hours at the commencement of the transfer period to prevent the occurrence of the above-stated situations.

## **ARTICLE 14**

### **OVERTIME**

**Section 1.** Whenever any employee is assigned by the Chief to work in excess of his/her regularly assigned work week or work schedules in addition to all other benefits to which he/she may be entitled, he/she shall be paid for such overtime work at

no less than one and one-half (1-1/2) times the hourly rate which he/she received for the overtime hours worked.

**Section 2.** In the event that bargaining unit employees are called in to work during scheduled off-duty time, they shall receive a minimum of four (4) hours pay at the time and one-half rate. In the event that employees recalled to work under the provisions of this Section are not required to perform four (4) hours duty they shall be entitled to the minimum guaranteed pay. The four (4) hour guarantee does not apply when the tour runs continuously into a scheduled tour of duty.

**Section 3.** In the event that bargaining unit employees are required to work overtime at the change of shifts, the first fifteen (15) minutes shall not be deemed overtime. Fifteen minutes to thirty minutes shall be considered one-half hour of overtime and, thirty minutes to one hour of overtime shall be considered and paid as one full hour at time and one-half.

In computing overtime worked when a holdover lasts longer than fifteen (15) minutes, fifteen minutes wash-up time shall be added to the total holdover time and an additional fifteen (15) minutes (for a total of 30 minutes) will be added for officers or senior persons who are required to make out records and reports, or until completed.

**Section 4.** In the event bargaining unit employees are held over at a change of shifts at the hospital or other medical treatment facility, they shall be paid for said holdover period at the time and one-half rate. Should the employee be subsequently

admitted to the hospital, then the holdover compensation shall cease at the time of admission. Employees agree that hospital records and reports pertaining to the line of duty treatment or admission shall be furnished upon request of the Chief, by the execution of an appropriate release and/or authorization by the employee, to the Department office. These records shall be kept confidential.

Holdover in quarters at the change of shifts necessitated by inadequate shift coverage shall be compensated as set forth above computed from the first minute of the holdover without the fifteen minute grace period.

**Section 5.** Officers or acting officers who are held over at the change of shifts for records and reports shall receive overtime at the appropriate rate, provided the time expended including reports exceeds the 15 minute grace period.

**Section 6.** When an employee's group assignment is changed because of a transfer, overtime due, if any, shall be computed on the number of scheduled work hours for the four (4) weeks prior to the transfer and the scheduled work hours for the first four (4) weeks of the new work group, minus three hundred thirty six (336) hours as the standard eight (8) week contractually guaranteed maximum.

**Section 7.** Any employee who is required to appear in a court proceeding or other administrative hearing in his/her official capacity as a representative of the Cambridge Fire Department shall be compensated at his/her overtime rate with a minimum guarantee of three hours pay per appearance. Provided, however, that the

provisions of this Section shall not apply if the employee appears during his/her normal duty hours.

## ARTICLE 15

### WORKING OUT OF GRADE

**Section 1.** Should a lower ranking employee be required to work in place of a higher ranking employee, for at least four (4) hours, the employee shall receive compensation at 90% of the full rate differential for the entire period of such classification so worked.

**Section 2.** For the purpose of this Article, the word "senior" shall mean time in grade (rank).

**Section 3.** Fire Fighter employees, when appointed pursuant to Section 1 of this article, shall be designated acting Lieutenant according to the senior fire fighter in the group, in company, in which the vacancy occurs.

**Section 4.** The senior Lieutenant in the company will be the one with the most time in grade as Lieutenant in the Fire Department. An Acting Captain must act in grade for a minimum of two (2) consecutive 12-hour tours of duty to receive payment under Section 1.

**Section 5.** Captains as Acting Deputy shall be the senior captain, in grade, in the group in which the vacancy occurs.

**Section 6.** The Chief or the divisional Deputy Chief may bypass the senior employee if in his/her judgment such employee is deemed unqualified for temporary service in a higher rank. This decision may be appealed to the Chief.

**Section 7.** The Deputy Chief selected to work as Acting Chief of the Department in the case of a vacancy as determined by the City Manager, caused by retirement, extended sickness, injury or death, shall receive such pay and benefits as determined by the City. In the case of a short term absence, the Chief shall have the discretion to determine if his/her absence requires designation of an Acting Chief. If so, the Chief shall designate the Deputy Chief of his/her choice. If the Deputy Chief selected is not the Administrative Officer, he/she shall be compensated at a rate of 18% above the rate of a Deputy Chief for the entire period of time served as Acting Chief.

**Section 8.** When more than one employee has the same time in grade, the senior employee shall be the person with the highest mark (examination score) when appointed or promoted.

**Section 9.** If after using Section 8 a tie still exists, the person with the most accumulated time in the Fire Department shall be senior.

**Section 10.** For the purposes of working out of grade, when there is a list available from Civil Service for any of the ranks, this list shall supersede the above Sections relating to acting out of grade throughout all existing ranks and will require the resulting vacancies caused by “pyramiding” to be filled from established civil

service lists. This will be only for permanent openings as defined under civil service law and rules.

**Section 11.** Any Deputy Chief, Captain or Lieutenant who is assigned to a staff position, whether by choice or designation, and any Firefighter, provided he/she has completed a minimum of ten (10) years of service on the Department, who is assigned to a staff position, whether by choice or by designation, who because of said staff assignment is not otherwise eligible for working out of grade assignments, shall receive on an annual basis (but not monthly) two (2) tours of out of grade pay for each year of service. Said payments to be made while the employee, including aides to the Chief, is assigned to any such staff position. This section does not, however, apply to employees on limited duty assignments to a staff position.

**Section 12.** Out of grade pay for Deputy Chiefs paid pursuant to Section 11 above shall be calculated at the rate of 10% above the rate for Deputy Chief.

**Section 13.** Aides to the Division Chief shall receive out of grade pay as if they were an Acting Lieutenant whenever a Captain is working as Acting Deputy Chief in the Division. This provision shall apply only to those aides permanently assigned as a Division Chief Aide.

## ARTICLE 16

### TRANSFERS, JOB POSTING AND BIDDING

**Section 1.** When a permanent vacancy occurs in a bargaining unit position, the vacancy will be posted on a bulletin board in a conspicuous place in a notice containing the grade and a brief description of the duties. The notice shall remain posted for a period of five (5) normal working days, not including the day of posting. The Union will be notified of the vacancy, in writing, prior to the aforesaid posting period. There shall be no pyramiding of vacancies.

Employees who hold the same classification or rank or who work at the station where the vacancy occurs including the most senior employee may apply for the vacant position throughout the five (5) day posting period. Applicants for the vacant position will be considered qualified for the vacancy on the basis of seniority, background, training, past record, experience, proven ability, scheduling availability, and work force balance.

It is agreed that the positions of aides to the Deputy Chiefs and Aide to Chief of Department shall be exempt from the bidding procedure.

**Section 2.** Within five (5) normal working days after the last day of the posting period the Chief may award the position to the senior qualified applicant.

**Section 3.** Bargaining unit employees of the same classification or rank and of proved ability to do the work satisfactorily may request, in writing, a

transfer by mutual agreement stating therein both parties involved and the reason for the request.

If such request is reasonable in the opinion of the Chief and consistent with the scheduling of work and the maintenance of a well-balanced firefighting force, such request may be granted and the transfer allowed.

**Section 4.** The provisions of this Article are not subject to the Grievance-Arbitration provisions of this Agreement.

## **ARTICLE 17**

### **HOLIDAYS**

**Section 1.** The following days shall be considered paid - holidays:

New Year's Day - Jan. 1	Labor Day – 1st Mon. in Sept.
Martin Luther King's Birthday – (observed)	Columbus Day – (observed)
President's Day – (observed)	Veteran's Day – Nov. 11
Patriot's Day – (observed)	Thanksgiving Day – 4 <sup>th</sup> Thurs. in Nov.
Memorial Day – (observed)	Day before Christmas – Dec. 24
Bunker Hill Day – June 17	Christmas Day – Dec. 25
Independence Day – July 4	

**Section 2.** When a holiday, as defined above, falls on an employee's normal day off, vacation, or during any period of an employee's sick leave not exceeding twelve (12) consecutive months, the employee shall receive in addition to his/her regular weekly compensation an additional day's pay computed at 28.5% of his/her weekly compensation.

Any employee who is required to work on any such holiday as defined above falling on his/her day off, or during his/her vacation shall be paid in addition to his/her regular weekly compensation and holiday pay, additional pay at his/her prevailing overtime rate for all hours worked with a minimum of four (4) hours.

**Section 3.** Holiday pay shall be paid by the second payday after the holiday occurs.

**Section 4.** Employees who work on any holiday set forth above, shall receive in addition to any other benefits to which they may be entitled under Section 2 an extra half (1/2) time for all holiday hours. Working a holiday is defined as 0700 to 1900 and 1900 to 0700 the day of the holiday. This section shall also apply to any employee regularly scheduled to work on said holiday, as defined, who is on vacation leave or line of duty injury leave on said holiday.

## **ARTICLE 18**

### **VACATION**

**Section 1.** The current policies and benefits relating to vacations shall continue in full force and effect from year to year unless subsequently changed by or modified by the parties hereto through the collective bargaining process. Night tours of vacation taken by employees shall be charged on a one for one (1:1) basis against total entitlement. Vacation leave is taken on a calendar year

basis and is awarded for time accrued in the previous calendar year (see Section 2 below).

**Section 2.** Upon termination of employment the terminating employee shall receive vacation payment equal to the amount of vacation leave which the employee has accrued up to December 31 of the prior year plus a prorated credit for vacation leave earned from January 1 of the year of termination, up to the date of termination, less any vacation leave actually taken since January 1 of such year. If termination is caused by death of the employee, such payment will be made to the estate of the employee.

**Section 3.** Vacations may be taken during the entire calendar year utilizing all fifty-two (52) weeks. However, notwithstanding, the maximum number of scheduled vacation tours per work shift shall be limited to 16 members, not including emergency vacation leave, which may be granted in addition. Members shall be allowed up to seven (7) emergency vacation tours per calendar year per department policy for granting such leave.

## **ARTICLE 19**

### **BEREAVEMENT LEAVE**

**Death in the Immediate Family.** In the event of the death of a spouse, father, mother, brother, sister, children, son-in-law, daughter-in-law, parent-in-

law, stepparents, grandparents, grandchildren, brother-in-law, sister-in-law, (not including the spouse of a brother-in-law or sister-in-law) of an employee who is in active service at the time of such death, whether such relative was a member of the employee's household or not, or if any other relative who was a permanent member of the employee's household or of any other person with whom said employee made his/her home, such employee shall be entitled to receive up to two (2) 24-hour tours of duty, not to include the date of death, and not to extend beyond the date of the funeral service without loss of pay for the purpose of attending funeral services or arranging for burial.

Regular employees also will be entitled to receive one (1) 24-hour tour of duty without loss of pay for the purpose of attending wakes, funeral or memorial services, or making funeral arrangements for first cousins, aunts, uncles, nephews, nieces, spouse's grandparents, and spouse of either brother-in-law or sister-in-law.

## **ARTICLE 20**

### **LEAVES OF ABSENCE**

**Section 1.** Subject to the operating needs of each company as determined by the Chief, leave of absence without loss of pay or other benefits will be permitted for the following reasons:

(a) Attendance by an employee who is a veteran as defined in Chapter 4, Section 7, clause 43rd of the Massachusetts General Laws, as a pallbearer, escort, bugler, or member of a firing squad or color detail; at the funeral or memorial services of a veteran so defined, or of any person who dies in other than dishonorable circumstances while serving in the armed services of the United States in time of war or insurrection.

(b) Attendance by an employee who is a veteran as defined above, as a delegate or alternate to state or national conventions of certain veterans' organizations as designated from time to time, during the life of this Agreement, by the City Manager.

(c) Inoculation required by the Municipal Employer.

(d) Red Cross blood donations authorized by the Department.

(e) Promotional exams.

(f) Medical examinations for retirement purposes.

(g) Attendance at educational programs required by the City.

**Section 2.** 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 Massachusetts General Laws, leave of absence with full pay, not including holiday pay, during

the time of his/her annual tour of duty as a member of such reserve component, provided however, that such leave shall not exceed seventeen calendar days.

Leave without loss of pay under this Section shall not be deducted from sick, injured leave, or vacation leave.

For the purposes of this Section, "one day's leave" shall mean a twenty-four (24) hour leave of absence.

**Section 3.** Upon written request of a bargaining unit employee a reasonable time prior to the effective date contained in said request, a leave of absence, not to exceed six (6) months, without pay shall be available in accordance with Civil Service provisions. Upon expiration of an approved leave of absence or any extension thereof, or earlier if so requested by said employee, said employee shall be reinstated in the classification or rank held at the time the leave was granted.

## **ARTICLE 21**

### **LIMITED DUTY/INJURY LEAVE**

**Section 1.** An employee incapacitated from duty on account of sickness, injury or disability incurred in the performance of his/her duty shall be entitled to examination and treatment by a physician of his/her own choice.

**Section 2.** The City shall recognize and apply the presumptions applicable to fire fighters as contained in M.G.L. c. 32, §94, 94A and 94B as

interpreted and applied by PERA, CRAB and the courts in determining whether an employee's incapacity for duty shall be classified as line of duty pursuant to M.G.L. c.41, § 111F.

**Section 3.** Incapacity for duty caused by contact with communicable diseases including meningitis, childhood communicable diseases, herpes virus, hepatitis A, hepatitis B, hepatitis non-A/non-B, or hepatitis C, human immunodeficiency virus, tuberculosis, lice and scabies shall be recognized as subject to presumptive injury leave, subject to rebuttal by credible evidence on other non-job related exposures.

**Section 4.** Employees who claim injury leave for incapacity, not subject to the presumptions outlined in Sections 2 and 3, above, must cite the specific incident(s) which resulted in their incapacity. Injury leave may not be granted for incidents not properly reported through departmental procedures.

**Section 5.** The City shall have the right to obtain full medical information and records pertaining to the subject injury for any employee on injury leave status. The City may also request periodic reports from the employee's treating physician on the issue of continued disability for duty and may, pursuant to M.G.L. c.41, § 111F, require an examination at the City's expense from a City designated physician regarding the issue of continuing disability and/or fitness for return to duty. The examination shall be limited to the subject area of the

disability claimed and, in any event, shall not occur more often than once every six (6) weeks, or as requested by the examining physician.

**Section 6.** Employees shall cooperate in allowing the City to obtain any needed reports, records or other information from any medical persons or provider regarding the subject injury.

**Section 7.** Any employee who has been absent from duty on injury leave or sick leave for a period in excess of thirty (30) consecutive tours, excluding hospital time, may be assigned or may request to be assigned to limited duty by the Chief of Department pending a return to full duty. Limited duty shall consist of tasks assigned by the Chief including inspections, education, training, fire prevention and/or administrative tasks, but not any fire suppression activities, and shall be within the physical capabilities of the employee giving due consideration to the employee's state of recovery and physical limitations. Any dispute as to whether limited duty is appropriate or whether an employee is even capable of limited duty shall be determined by submission of the dispute for final resolution to an independent physician mutually selected by the Union and the City. Likewise, any dispute as to fitness for duty or continued disability regardless of which party raises the issue, or for what purpose, shall be submitted to an independent physician for a binding determination as set forth above.

**Section 8.** No employee who has filed for accidental disability retirement on account of such injury or sickness shall be mandatorily assigned to limited duty and any employee so assigned who subsequently files for such accidental disability retirement shall be removed from limited duty. This limitation shall be for a period of one year from the date of completion of filing for retirement.

**Section 9.** Limited duty shall be performed on a work schedule of Monday through Friday from 0830 to 1630 hours. For all contractual purposes, however, employees shall be administratively assigned to their usual work group.

**Section 10.** An employee on limited duty may be required to provide a comprehensive report on his/her fitness for full duty no less than every six months. Such report shall be signed by the employee's physician and shall contain the following elements: diagnosis, prognosis, fitness for return to full duty, likelihood of return to full duty and timetable for such return. If employee does not provide such a report, the employee may be examined by a physician designated by the City to determine fitness and likelihood and timetable for return to duty.

Limited duty shall not be used as a punishment assignment and any employee assigned to limited duty may, at any time, present medical evidence

of fitness for return to full duty whereupon the City shall either accept the report of the employee's physician or shall designate a physician to examine the employee for return to full duty. In no event shall any such examination extend beyond an exam for the specific injury or illness claimed for disability.

If found fit, the employee shall be reassigned to full duty within ten (10) days of said determination. Disputes shall be resolved by using the impartial physician procedure referenced in Section 7, above.

**Section 11.** The City and any employee so affected retain all rights and restrictions guaranteed to them by the Collective Bargaining Agreement and/or M.G.L. c.41, § 111F.

**Section 12.** Disputes regarding the application of this Article shall be subject to resolution by the submission of an agreed-to issue to a mutually selected independent physician or by submission to arbitration at the Union's option.

**Section 13.** The fire suppression force shall not be reduced because of the establishment of limited duty and/or any limited duty assignments.

**Section 14.** Any employee on injury leave who subsequently retires from line of duty injury shall receive a cash payment for all unused vacation leave earned or accrued, but not taken. Each accumulated vacation day shall be paid at the rate of one fifth (1/5) of the employee's weekly salary.

**Section 15.** Any employee on injury leave who subsequently returns to duty shall be required to use vacation rather than receive a cash payment unless the number of days owed exceeds what can be used before the end of the calendar year.

**Section 16.** Any employee hospitalized because of a line of duty injury or sickness shall be paid an additional \$100.00 for each day of inpatient hospitalization that occurs within three days of an on duty injury.

**Section 17.** Any employee who is incapacitated for duty under M.G.L. c. 41, § 111F, in excess of one year shall not accrue additional vacation leave, sick leave or personal day leave for any term of such incapacity which exceeds one year and any employee who is granted M.G.L. c.41, § 111F injury leave and who never returns to duty with the department (full or limited), shall not accrue additional sick leave from the date of last duty until retirement.

## **ARTICLE 22**

### **HEALTH AND LIFE INSURANCE**

**Section 1.** The City shall provide employees with a group medical insurance plan (Blue Cross/Blue Shield, Basic Major Medical, Blue Cross/Blue Shield Blue Choice, Harvard Community Health Plan or other approved HMOs). The City agrees to continue to pay ninety-nine (99%) percent of the premium cost of the Blue Cross/Blue Shield Basic Major Medical plan. The City agrees to pay

82% of the cost of any offered HMO plan selected by the employee subject to an 18% employee contribution. Any City-offered HMO shall continue to be paid on a pre-tax basis. Employees hired or rehired by the City as fire fighters on or after June 30, 2019 shall contribute 25% of the cost of health insurance.

In consideration of the change in contribution rate to 25% for new hires as described immediately above, the City increased annual wages at all base wage steps by \$400, effective July 1, 2016. In further consideration for this change in contribution rate, the City paid each employee on the active payroll as of July 1, 2016 a one-time bonus payment of \$200. Neither the \$400 base wage increase nor the \$200 bonus is subject to the rank differential language in Article 27.

It is understood and agreed, that if any portion of the health insurance contribution rate change set forth above, which is an essential component of the parties' settlement, is held invalid by a tribunal of competent jurisdiction, or if compliance or enforcement of any such provision is in any way restrained, then the City shall have no obligation to pay or continue to pay the \$400 base wage increase or the \$200 bonus, each of which is specifically linked to the increase in employee health contributions, until such time as a final judgment is rendered and not appealed which declares such provision valid or removes any restraint on its enforcement.

**Section 2.** The City shall pay \$1,600 per year (\$133.33 per month) to those eligible employees who have other non-City paid health insurance and who agree not to be covered by a City-offered health plan. Those employees who do not enroll in a City offered health plan may opt back into a City plan at open enrollment or at any time if their other insurance is lost through no fault of the employee. This shall be done with no waiting period(s) or pre-existing condition limitation(s). The payment in lieu of health insurance will end the month the employee selects City health coverage.

**Section 3.** The City will make available a pre-tax flexible spending account for any employee for dependent care and non-reimbursable medical expenses. The City shall pay the vendor fee in its entirety.

**Section 4.** The City will continue to provide employees with a group life insurance plan equal in the amount of coverage and benefits as currently provided, and the City shall pay seventy-five (75%) percent of the cost of the premium thereof.

**Section 5.** Pursuant to the provisions of M.G.L., c. 32B, Section 11D, the City shall provide and pay seventy-five (75%) percent of the premium cost for service connected group accidental death insurance coverage in the amount of \$42,000.

**Section 6.** In addition, the City will provide an announcement/explanation of any changes or restrictions imposed on the purchase of prescription medications or in the services provided by a member's primary care physician.

## **ARTICLE 23**

### **SAFETY AND HEALTH**

**Section 1.** Both parties to this Agreement shall cooperate in the enforcement of safety rules and regulations. Complaints with respect to unsafe or unhealthy working conditions or equipment shall be brought immediately to the attention of an employee's superior officer and shall be subject to grievance hereunder.

**Section 2.** No employee shall be required to operate an unsafe piece of equipment of any kind or a motor vehicle which does not comply with state or federal law. The City agrees also that the provision of M.G.L. c. 89, § 7B, shall not be construed or applied by the City or any official of the City so as to limit, deprive or otherwise abridge the right of covered employees to defense and indemnification by the City of Cambridge in any case wherein an employee may or shall possibly be held liable for conduct in the performance of duty. The City agrees to defend, indemnify and hold harmless any employee in and for any situation which may or shall impose liability on the employee for circumstances

and conditions or events arising in and out of the course of his/her performance of duty. The City further agrees that, in the effectuation of M.G.L. c. 41, §§ 100, 100A and 100D, the most liberal construction and application of such statutes in favor of covered employees and parties in interest shall be the rule and standard; and the City agrees, on execution of this Agreement, to submit and bring, about, from time to time, appropriations necessary to effectuate indemnification of employees, in accordance with law.

**Section 3.** No covered employee shall be obligated to purchase or otherwise be covered at his/her expense by any insurance policy relating to personal injury or property damage liability as such may arise out of the operation of any piece of equipment of any kind or of a motor vehicle owned by the City or used in behalf of the City.

## **ARTICLE 24**

### **HAZARDOUS DUTY PAY**

**Section 1.** Subject to the provisions of Article 26 of this Agreement, bargaining unit employees shall be compensated according to the following formula as a hazardous duty incentive. Said payments shall be made in lump sum the third week in November of each year. Years of service shall be computed as of September 1 of each year for each employee.

<u>Years of Service</u>	<u>Payment</u>
Day 1 but not 4 years	2.25% of Top Step F.F.
4 but not 9	4.0% of Top Step F.F.
9 but not 13	5.0% of Top Step F.F.
13 but not 18	7.5% of Top Step F.F.
18 but not 25	11.0% of Top Step F.F.
25 and over	15.0% of Top Step F.F.

Officers receiving compensation pursuant to Article 24 - Hazardous Duty Pay or Article 25 - Educational Incentive Pay shall have their award computed on the stated percentages of their own base salary, rather than that of Top Step Fire Fighter.

First Responder Pay (Article 29, Section 4) shall be included in the base for purposes of calculating Hazardous Duty or Education Incentive payments.

Defibrillator Training Stipend (Article 29, Section 2) shall be included in the base for purposes of calculating Education Incentive or Hazardous Duty payments.

EMT differential (Article 29, Section 2) shall be included in the base for purposes of calculating Education Incentive or Hazardous Duty payments.

The additional compensation for Hazardous Materials certification (Article 45) shall be included in the base for purposes of calculating Education Incentive or Hazardous Duty payments.

**Section 2.** Employees with prior years of service in City of Cambridge bargaining units other than the Fire Department shall receive compensation for

such prior service according to the appropriate formula in effect for the number of years worked in that particular bargaining unit. Such compensation shall be paid with the Hazardous Duty Pay; except, however, that prior service on the Cambridge Police Department which qualified toward Police longevity compensation shall count entirely as fire department service for this Article.

## ARTICLE 24A

### TUITION REIMBURSEMENT

Employees who are ineligible for compensation under Article 24, Hazardous Duty Pay by reason of their date of hire, (on or after 1/1/86), shall be eligible to receive tuition reimbursement for college courses, subject to all of the following terms and conditions:

1. Semester hours of credit in excess of thirty (30) hours must be earned as part of a degree program yielding an Associate or Bachelor Degree in the field of fire science, fire administration or other job-related fields of concentration.
2. Semester hours must be earned through attendance at credit courses, not through correspondence courses, awarded by an accredited institution. As with all other courses which lead to credits which are compensable under Article 25, the City will not provide special leave for such attendance. Rather, attendance

shall be on the employee's own time or through swaps which may be arranged consistent with the contract and department policy.

3. Reimbursement shall apply only for courses successfully completed with a passing grade, as certified by the college.

4. Reimbursement shall be limited to \$2,000 per employee per fiscal year. Employee will request tuition assistance prior to taking course. The Chief and/or designee can approve or deny based upon the criteria outlined elsewhere in this Article. Once a course is completed, the employee submits both proof of payment for the course and proof of a passing grade. When that documentation is received, the reimbursement check will be processed. This proof must be provided within three (3) months of the course completion date.

5. The limitation on expenditures under this Article shall be \$75,000 for each fiscal year of this Agreement. Should demand for tuition reimbursement exceed this amount the City and the Union agree to meet to discuss ways to fully fund the program.

6. Any employee may attend Cambridge Public Schools at no cost to obtain a high school diploma or G.E.D.

**ARTICLE 25**

**EDUCATIONAL INCENTIVE PAY**

**Section 1.** Subject to the provisions of Article 26 of this Agreement, there is hereby established an Educational Incentive Pay Program offering lump sum cash awards to members of the Cambridge Fire Department as an incentive to further their education.

(a) Such cash awards shall be paid on the third week in November of each year for certified educational credits earned as of September 1 of each year according to the following formula:

15 credits	2.0% of Top Step F.F.
30 credits	4.0% of Top Step F.F.
60 credits	5.0% of Top Step F.F.
Associate's Degree	6.0% of Top Step F.F.
90 credits	8.5% of Top Step F.F.
120 credits	12.0% of Top Step F.F.
Bachelor's Degree	16.0% of Top Step F.F.
Job related Masters Degree	21% of Top Step F.F.

(See Article 24, Section 1, for officers' percentage rate based on their base pay.)

**Section 2.** Credits shall only be earned and compensable on the condition that each employee maintains a passing grade in each course taken. A credit shall be defined for the purposes of this Article as 1/120 of the number of course credits needed to receive a Bachelor's Degree.

**Section 3.** For the purposes of this Article, any employee who has successfully completed the E.M.T course and holds an up-to-date certification rating, may apply 6 educational credits to his/her total.

**Section 4. Firefighter I/II Certification.** Any employee who does not qualify for either Hazardous Duty or Education Incentive pay and who has the national Firefighter I/II certification may apply 10 educational credits to his/her total.

The City shall recognize all employees who were hired and attended the City of Cambridge Fire Fighting Academy as Firefighter I/II for purposes of education incentive.

**Section 5. Paramedic Certification.** Any employee who possesses an up to date paramedic certification may apply 42 educational credits to his/her total, provided the certification has not already been applied to the earning of college credits. These credits will be recognized by the City until such time as they are converted by the employee into college credits in a degree granting program. After conversion the City will recognize the converted credits only.

**Section 6.** On or before September 1st of each year, each eligible employee desiring to receive Educational Incentive Pay shall provide the Auditor's Department of the City of Cambridge with satisfactory proof in writing

of the total courses completed and applicable grades taken since September 1st of the previous year.

**Section 7.** Those employees who have accrued credits prior to the effective date of this Article which are compensable shall be paid for all earned credits in accordance with subsection 1(a) provided **Section 2** and **Section 4** are complied with.

**Section 8.** Fields of concentration that would qualify for a Master's Degree educational incentive include but are not limited to Fire Science, Chemistry, Biology, other sciences related to fire fighting, Engineering, Management, Public Administration, Nursing or other medical related fields, Emergency Management, Math, Education, and Business (See the Letter of Agreement dated September 12, 2008).

## **ARTICLE 26**

### **LIMITATIONS ON HAZARDOUS DUTY AND EDUCATIONAL**

#### **INCENTIVE PAY**

**Section 1.** Employees eligible for Hazardous Duty Pay and/or Educational Incentive Payment elect which plan they wish to qualify under by September 1st of each year. Employees may not receive benefits under both plans.

**Section 2.** Annual payments under either plan for employees who leave the Department between September 1st and August 31st shall be prorated based on the number of weeks an employee is on the payroll between those dates.

**Section 3.** Payments received under either plan shall not be included in computing sick pay, or injured pay, but will, to the extent permitted by law, be included as regular compensation for overtime, pension and retirement purposes, and for the computation of holiday pay entitlement.

**Section 4.** No employee hired after January 1, 1986 will be eligible for benefits under Article 24 – Hazardous Duty Pay, but may pursue benefits only under Article 25 – Educational Incentive Pay.

## **ARTICLE 27**

### **WAGES**

Members of the Department will be paid according to the following schedule:

#### **EFFECTIVE July 1, 2018 (2.5%)**

	<b><u>Minimum</u></b>	<b><u>After 1st Yr.</u></b>	<b><u>After 2 Yrs.</u></b>	<b><u>After 3 Yrs./Max.</u></b>
Fire Fighter	\$48,071	\$54,886	\$61,715	\$68,545
Lieutenant				\$81,295*
Captain				\$95,666**
Deputy Chief				\$112,627**

**EFFECTIVE JULY 1, 2019 (2.5%)**

	<b><u>Minimum</u></b>	<b><u>After 1st Yr.</u></b>	<b><u>After 2 Yrs.</u></b>	<b><u>After 3 Yrs./Max.</u></b>
Fire Fighter	\$49,272	\$56,258	\$63,258	\$70,258
Lieutenant				\$83,328*
Captain				\$98,058**
Deputy Chief				\$115,443**

**EFFECTIVE JULY 1, 2020 (2.5%)**

	<b><u>Minimum</u></b>	<b><u>After 1st Yr.</u></b>	<b><u>After 2 Yrs.</u></b>	<b><u>After 3 Yrs./Max.</u></b>
Fire Fighter	\$50,504	\$57,665	\$64,839	\$72,015
Lieutenant				\$85,411*
Captain				\$100,509**
Deputy Chief				\$118,329**

Note: Amounts include the \$400 increase effective July 1, 2016 in consideration for the health insurance contribution rate change for new hires and, effective July 1, 2017, the previous \$1,000 clothing allowance.

\*Reflects established 19.0% differential above next lower grade, not including certain base wage increases that went into effect July 1, 2016 and July 1, 2017.

\*\*Reflects established 18.0% differential above next lower grade, not including certain base wage increases that went into effect July 1, 2016 and July 1, 2017.

**ARTICLE 28**

**WEEKEND DIFFERENTIAL**

All employees whose regularly assigned group works on a weekend tour of duty shall receive additional compensation at a weekly rate of 4% of the base salary of a top step fire fighter for all weekend work performed. A weekend tour of duty shall be defined as tour worked between 0700 on Saturday and 0700 on Monday.

**ARTICLE 28A**

**NIGHT DIFFERENTIAL**

All employees whose regularly assigned group works on a night tour of duty shall receive additional compensation at a weekly rate of 4.0%% of the base salary of a top step fire fighter.

**ARTICLE 29**

**E.M.S. COMPENSATION**

**Section 1.** All books, tuitions, fees, registrations and costs necessary to obtain E.M.T. certification shall be paid for by the City of Cambridge. The City's obligation for recertification shall be limited to the biannual recertification fee, but not for re-exam fee(s) if an employee fails the exam.

**Section 2.** All E.M.T. certified employees shall receive additional compensation at a weekly rate of 4.75% of the base salary of a top step fire fighter for certification valid as of April 1 of each year. The E.M.T. additional compensation shall be included in the calculation of Hazardous Duty or Educational Incentive Pay pursuant to Article 24 and Article 25. This shall be paid in the first pay period in June of each contract year. Employees certified as Paramedics shall collect this compensation in addition to the compensation detailed in Section 7 of this article.

**Section 3.** The City is to provide an annual stipend for all members of the Department currently certified with the credential for defibrillation training equal to 2.75% of the annual base salary of a top step fire fighter. This amount shall be included in calculation of Hazardous Duty or Education Incentive Pay pursuant to Article 24 and Article 25. The stipend is to be paid the second pay period in August for valid certification current as of July 1st of each contract year.

**Section 4.** The City shall grant time off from duty, without penalty, to any employee who has E.M.T. or Paramedic classes or training during scheduled duty hours. Time off shall be subject to the operating needs of the Department.

**Section 5.** All employees who are certified first responders in first aid and possess a valid CPR certification shall receive additional compensation equal to 3.0% of the annual base salary of a top step firefighter to be paid the first pay

period in July of each contract year. Employees with an E.M.T. or E.M.T.-Paramedic certification are eligible to receive this First Responder pay in addition to other compensation they may be entitled to in this Article. E.M.T. and First Responder pay shall be included in base pay for the purpose of pension calculation. This amount shall also be included in the calculation of Hazardous Duty or Educational Incentive Pay pursuant to Article 24 and Article 25.

**Section 6.** Any bargaining unit employee who receives original certification as an E.M.T. shall receive a cash bonus of \$1,250. This section is for newly certified employees and is not for re-certification of existing status.

**Section 7. Paramedic Stipend.** Any bargaining unit employee who obtains and maintains certification, and is eligible to perform as a paramedic for the Cambridge Fire Department shall receive a stipend of 4.5% of the base salary of a top step fire fighter, annually, payable the first pay period in June of each contract year, based upon certification valid as of April 1 of that contract year. This payment shall be inclusive of the costs of recertification, as well as for recognition of this certification. As a clarification consistent with the practice under prior agreements between the parties, the Paramedic Stipend shall be included in base pay for the purpose of pension calculation.

## ARTICLE 30

### RETENTION OF RIGHTS

**Section 1.** The provisions of this Agreement supersede any conflicting or inconsistent rule, regulation or order promulgated by the City Manager or Chief of the Department. In the event this Agreement provides or sets forth benefits in excess of or more advantageous than those provided or set forth in any statute(s) relating to members of the Fire Department, the provisions of this Agreement shall prevail.

**Section 2.** Neither this Agreement nor its execution shall be deemed a waiver, release or bar of any kind to or of the retention, continued possession, and exercise of all rights, claims and interests of any individual employees in relation to the City of Cambridge.

**Section 3.** Except as modified herein, all job benefits, practices and conditions uniformly in effect for the employees under rules and regulations of the Cambridge Fire Department and ordinances of the City of Cambridge shall continue in force and effect during the term of this Agreement or any supplement thereof. No employee shall suffer a reduction in such benefits, practices and conditions as a result of the execution of this Agreement or for other reason. "Benefits" hereunder shall be deemed to include, by way of example and not by way of limitation, vacation leave, paid injured leave and personal sick leave.

## ARTICLE 31

### SEPARABILITY AND SAVINGS

Section 1. If any Article, Section or paragraph or parts of this Agreement, or any rider thereto should be held to be invalid by operation of law or by any agency or tribunal of competent jurisdiction, or if the compliance with or enforcement of any Article, Section or paragraph should be restrained by such agency or tribunal pending a final determination as to its validity, the remainder of this Agreement and of any rider thereto, or the application of such Article, Section or paragraph to person or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Article, Section, paragraph or portion is held invalid or if enforcement of or compliance with same has been restrained as set forth above, the parties affected thereby shall enter into immediate collective bargaining negotiations upon request of either party for the purpose of arriving at a mutually satisfactory replacement for such Article, Section, paragraph or portion during the period of invalidity or restraint.

## ARTICLE 32

### STABILITY OF AGREEMENT

**Section 1.** The parties to this Agreement may from time to time make amendments, modifications, changes or revisions in this Agreement, provided that said amendments, modifications, changes, or revisions are mutually agreeable, reduced to writing in acceptable language and appended to the body of this Agreement.

**Section 2.** The failure of the City, Union or of any other covered persons to insist in any one or more situations, upon performance of any of the terms or provisions of this Agreement shall not be considered as a waiver or relinquishment of the right of the City, the Union or of any such employee(s) to the future performance of any such term or provision. The obligations of the Union, City or such employee(s) for such future performance shall continue in full force and effect.

## ARTICLE 33

### MISCELLANEOUS

**Section 1.** Employees shall be paid on Thursday of each week, except that upon reasonable notice by the City, the City and Union agree to meet and discuss a change. All employees will be paid via direct-deposit. Upon reasonable notice by the City, the printing and disbursement of hard-copy paper checks and/or payroll stubs

shall be discontinued. The City will make each employee's payroll direct-deposit statement available (password protected) on-line on Thursday morning of each week. The employee may print his or her payroll direct-deposit statement via city printer or via home computer.

**Section 2.** Agreement Copies. The City shall furnish each employee in the bargaining unit with a copy of this Agreement printed in a format to permit its inclusion in a three-ring binder. Further, the City shall provide fifty (50) extra copies of said Agreement to the Union for its own purposes. Newly hired employees shall be given a copy of this Agreement at the time their employment commences.

**Section 3.** The current policies and benefits relating to the swapping of duty hours subject to the approval of the Chief or the Deputy Chief in the division in which the position is to be filled by swap shall continue in full force and effect from year to year unless subsequently changed by or modified by both parties. Members shall be allowed to swap with other employees provided such employees are of equal rank and are determined by the divisional Deputy Chief to be qualified.

No member shall swap duty hours for the purpose of pursuing an occupation or labor outside the Fire Department. Members found guilty of

indulging in this practice shall be subject to disciplinary measures as determined by the Chief of the Department.

**Section 4. House Duties.** The present practice of requiring employees to perform routine house duties shall continue in force except that for the life of this Agreement, no employee shall be required to paint.

Nothing in this section, however, shall prevent an employee, with the approval of the Department, from volunteering to paint his/her living area and such employee shall not be subject to Union or employee harassment. The painting prohibition shall include apparatus but shall not extend to the marking of tools and equipment.

The officer or senior fire fighter in charge at each fire station shall apportion all work among subordinates as equitably as practicable.

**Section 5. Protective Clothing and Gear and Uniforms.** Each employee shall be responsible for the purchase, maintenance and replacement of each item of his/her uniform (dress and work) and protective gear. The City shall have the right to set minimum standards/specifications for required protective gear and equipment.

The City agrees to replace, at its expense, items of clothing, uniforms and protective gear substantially damaged or contaminated in the performance of duty without negligence on the part of the employee involved.

The City will supply a complete protective ensemble for all new hires. This equipment shall remain the property of the City and be returned to the City if the firefighter leaves the service during the probationary period.

In lieu of an annual clothing allowance, there was an additional base wage increase effective July 1, 2017. The Union will continue to maintain a protective clothing fund, with a \$25.00 per year deduction from each employee's pay and a \$75.00 per year per employee contribution by the City. The City will supply at its expense, all required badges of and insignia and any other uniform decoration required by the Chief. All such items will be returned to the City upon the employee's promotion or leaving active service, except that an employee who is promoted or retires, may purchase his/her badge(s) at the then current replacement price, except for the breast badge which shall become the employee's upon request.

**Section 6.** Private Details. Whenever any private person or organization is required to or shall seek the services of employees of the Fire Department for fire watch duty, such work shall be rotated by the Chief among those employees who volunteer for such work during their off-duty hours. The rate of pay for this

work shall be in accordance with the directive issued by the City Manager on January 6, 2013. This rate shall be increased from time to time to reflect the detail rate of the Cambridge Police Department, as appropriate. Effective 7/1/13, the City shall set up a revolving fund for purposes of paying employees for details worked. The City will make every effort to pay members no later than sixty (60) calendar days from the date of the submission of the signed detail slip.

Company strength shall not be reduced to provide fire watch for service for any private persons or organizations.

The Department shall establish and publish an SOP for members performing private detail work. Violation of same may result in discipline, up to and including loss of Section 111F benefits and/or loss of detail pay.

**Section 6A.** Whenever any private party, organization or educational facility applies for a permit or notifies the Department where hot work will be performed in an occupied building, a fire watch shall be performed by a member of the bargaining unit. For the purposes of this section hot work shall be deemed to be any activity that produces a flame or significant heat. Hot work also includes, but is not limited to torch cutting, welding or burning.

Additionally, when any person or organizational entity requests a fire watch for any reason, the request shall be honored and the detail shall be filled by a bargaining unit member.

**Section 7.** The City shall provide suitable kitchen equipment and facilities as well as proper sanitary supplies such as toilet paper, soap, paper towels, scouring powder, disinfectant, linen towels, and the like for each fire station.

**Section 8.** Each employee shall be allowed one (1) personal tour (day or night tour) off duty per fiscal year for personal reasons subject to the staffing requirements of the Department. Such leave may be taken at any time, (again, subject to the staffing requirements of the Department). However, personal tours are not allowed on the following dates: December 31 (night tour), July 4th (day and night), Thanksgiving (day and night), December 24 (night) and December 25 (day and night). Requests for Personal Tours must be made to the Deputy Chief at least twenty-four (24) hours in advance of the requested time off. Employees who do not use their Personal Tour during the fiscal year may buy back the tour at their current rate of pay for twelve (12) hours. Employees who have not used their personal day by June 1st must notify the Chief of their intention to be paid for the tour, or indicate the date in June that they intend to utilize as their personal tour.

**Section 9.** Office Personnel Assigned to Groups. Each member of the bargaining unit scheduled to work Monday through Friday shall be designated as a member of a work group for purposes of computing eligibility for night,

weekend and holiday pay. Each such member shall work an average 42-hour work week in accordance with a schedule to be worked out cooperatively with the Chief.

**Section 10.** The City shall, by monthly payroll deduction, contribute 60% (Up to a maximum of \$30.00/month) for the cost of a monthly T-Pass for use by the employee.

## **ARTICLE 34**

### **JURY DUTY**

**Section 1.** Employees called to jury duty shall notify in writing the Chief of Department of the date of such duty as soon as possible. It shall be the further responsibility of the employee to keep the Department advised from day to day of his/his jury status as well as to his/her final discharge from such duty.

**Section 2.** Jury duty leave shall commence at 1900 of the day prior to the employee's first scheduled day of jury duty and shall end at 0700 of the day - following the last such day of jury duty. No employee shall be required to report for Fire Department duty during the period of time, including weekends, and/or holidays, in which he/she is a sitting juror, except if released from jury duty prior to 1300 hours, the employee shall report for a scheduled night shift (1900) if the employee had been relieved of duty on the previous night shift. No employee

shall lose any personal time (vacation tour, personal day, etc.) as a result of serving on jury duty.

**Section 3.** All other provisions of jury duty and compensation shall be governed by M.G.L. c.234A as it may be amended from time to time.

### **ARTICLE 35**

#### **SICK LEAVE ADMINISTRATIVE LEAVE**

Employees who do not use any sick leave and who have not been on any “no pay” status such as suspension, AWOL, etc. for a six month period will be entitled to one (1) administrative tour. This tour may be used in the following six (6) month period or bought back at the employee’s rate of pay for the twelve (12) hours at the end of the fiscal year. Administrative leave tours may not be accumulated or carried over in the succeeding six month period. The six (6) month eligibility period for this benefit shall commence anew after each use of sick leave or unpaid time.

### **ARTICLE 35A**

#### **ATTENDANCE STIPEND**

Any employee with perfect attendance for a six (6) month period (no sick leave, or other non-pay status such as suspension, AWOL, etc.), shall receive a \$300.00 stipend for that six (6) month period. The periods shall run from January 1 to June 30 and July 1 to December 31.

## ARTICLE 36

### SAFETY INVESTIGATION COMMITTEE

Any committee established by the City of Cambridge and/or the Cambridge Fire Department to investigate instances involving fire fighter or officer death or serious injury shall include as a full committee participant a member of the Local #30 bargaining unit, as designated by the President of Local #30.

## ARTICLE 37

### COMPENSATORY TIME FOR UNION COMMITTEES

Members of Local #30 who are duly appointed representatives to the Local's Bargaining Committee, Grievance Committee, Safety Investigation Committee or Joint Review Committee, shall receive a four (4) hour award of compensatory time off for any meeting which lasts from 0 to 4 hours in duration. Any meeting which exceeds four (4) hours shall be compensated with an eight (8) hour award. Employees may utilize compensatory time in blocks of not less than four (4) hours, but may combine blocks for the purpose of taking an entire tour off-duty and any remaining hours shall accumulate to the employee's credit for future use. Employees shall receive said compensatory time when meetings require their attendance on City/Union business on what otherwise would be an employee's day off or other approved department leave.

**ARTICLE 37A**

**UNION BUSINESS LEAVE**

1. Members elected or designated as either delegates or alternates to the conventions of labor organizations to which Local #30 is affiliated shall be granted time off without loss of pay or other benefits according to the following schedule:

The I.A.F.F. and P.F.F.M. conventions held bi-annually in opposite years – I.A.F.F. National Convention a total of six (6) members; P.F.F.M. Convention a total of ten (10) members.

2. Time off without loss of pay or other benefits to attend any symposium, conference or seminar per contract (fiscal) year for a total of nine (9) member tours. This benefit is limited to programs sponsored either by the I.A.F.F. or P.F.F.M.

3. Any member of Local #30 who holds elected or appointed office in any of the labor organizations to which Local #30 is affiliated (AFL-CIO, I.A.F.F., P.F.F.M.) or other city-related committees such as Health and Welfare Fund Trustee, Insurance Advisory Committee, Retirement Board member, JLMC member, EAP Advisory Committee Member or MDA Chairman shall be granted reasonable time off to attend the official business demanded of his or her office or position.

## ARTICLE 38

### HEALTH AND WELFARE CONTRIBUTION

Section 1. Dental/Vision Fund The City shall contribute the sum of thirteen (\$13.00) dollars per employee per week as contribution to the Cambridge Public Employees Dental and Vision Fund. Should the Trustees of said fund inform the City and the Union that, at sometime in the future the fund requires additional payments, the cost of these payments above \$13.00 per week shall be shared on a 50%-50% basis between the City and the employee. Employee shares will be paid through payroll deduction on a pre-tax basis, to the extent allowed by law. Any contribution by the City or subsequent use of said funds, shall be in conformance with applicable state and federal laws regarding the use of same.

Section 2. Wellness/Physical Fitness The City will provide \$15,000 per year to be spent on wellness and /physical fitness efforts, including equipment purchase, repair and maintenance, as well as wellness/physical fitness training.

## ARTICLE 39

### ADMINISTRATIVE OFFICER

The Administrative Officer to the Chief of Department shall carry out such duties as shall be designated and assigned to him/her from time to time by the Chief of Department. The position shall be a non-bargaining unit position and shall have such compensation and benefits as the City may determine. Any

member serving in this capacity shall retain all rights and benefits as a member of the bargaining unit, if and when, he/she ceases to serve in such position.

The Administrative Officer's position shall be filled by the Chief's choice of employees holding the rank of either Deputy Fire Chief or Captain.

#### **ARTICLE 40**

#### **SICK LEAVE**

**Section 1.** 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 six (6) month probationary period will be considered leave of absence without pay.

**Section 2.** 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, provided that not more than four (4) tours of duty with pay shall be granted to such employee for this purpose in any one (1) fiscal year, not to exceed earned sick leave available.

(c) Enforced quarantine when established 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.** Employees must call in no later than one (1) hour before their designated company roll call.

**Section 4.** If the absence is more than seven (7) calendar days, or if there are repeated absences of shorter duration, a statement from the employee's physician may be required stating the form and extent of the employee's illness or disability. Subsequent certification may be requested at the discretion of the Chief of the Department.

**Section 5.** Employees granted leave of absence without pay shall not accrue sick leave during said leave of absence, but upon resumption of active employment shall have available the sick leave accrued before the time of such leave of absence.

**Section 6.** Willful violation of any of the rules and regulations promulgated hereunder or the willful making of any false report regarding sickness, shall make the employee liable for restitution and submit to disciplinary action.

**Section 7.** When an employee is transferred to another department (except police) any unused sick leave accumulated to his/her credit shall continue to be available for his/her use as necessary.

**Section 8.** Upon death or retirement of any employee, 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 (\$25.00) dollars per day (1-100), fifty (\$50.00) dollars per day (101-200), seventy-five (\$75.00) per day (201-300), ninety (\$90.00) per day (301-350), one hundred (\$100.00) per day (351-450), one hundred twenty five (\$125.00) per day (451-500), and one hundred fifty (\$150.00) per day (501-550) for every full day of accrued but unused sick leave, up to a limit of five hundred fifty (550) days.

**Section 9.** Employees shall accrue sick leave at the rate of one and one-quarter (1-1/4) days per month; however, new employees shall not be granted sick leave for their first six (6) months of employment and thereafter they shall be credited with seven and one-half (7-1/2) days of sick leave at the completion of the six (6) month period. Notwithstanding the limits set forth in Section 8 above for buy-back purposes, there shall be no limit on the number of sick days an employee may accumulate for such leave purposes.

**Section 10.** A Sick Leave Bank will be established by a committee appointed by the Union in which employees shall contribute sick leave days to the bank. No contribution from the City will go to the Sick Leave Bank.

**Section 11.** Non Sick Leave Bank sick leave granted to an employee who has no accrued sick leave to his/her credit and which results in an overtime payment by the City, shall be re-paid by the employee at the overtime rate.

**Section 12.** Undocumented sick leave utilized immediately prior to, or directly after, a scheduled vacation period, shall be charged to vacation leave and deducted from the employee's accumulated entitlement.

**Section 13. Sick Leave Re-Opener:**

The City and the Union agree that, should the average number of sick days per member increase to a level of 6 (12 hour) tours per year or more during any year of this contract, the contract will be re-opened for the limited purpose of negotiating provisions to address better control of chronic or excessive short term use or extended sick leave use. Under this re-opener no changes in existing sick leave provisions will be made except by mutual agreement.

**ARTICLE 41**

**INFECTIOUS DISEASES**

The City will provide training and equipment to assist in recognizing and/or preventing the communication of AIDS, hepatitis and other infectious

diseases. The City and the Union will work together to establish a system whereby employees shall report, in a timely manner, all instances of on-the-job contact with bodily fluids, used needles or other possible sources of infection.

#### **ARTICLE 42**

#### **STATION UNIFORM**

The City shall supply each member (including new hires) with four (4) sets of Nomex Station (work) Uniforms consisting of four (4) pants, three (3) short sleeve shirts and one (1) long sleeve shirt. After the initial issue, members shall be responsible for replacement and/or maintenance on an as-needed basis.

#### **ARTICLE 43**

#### **INDIVIDUAL FACE MASKS**

The City shall supply individual face masks for each member. The mask shall consist of the face piece with nose piece and prescription lens assembly for members so requesting or requiring. Face pieces shall be standard issue to new members. The City shall service and repair masks and certify them for duty, but members shall have responsibility for same as any other piece of individual equipment, such as helmets.

#### **ARTICLE 44**

##### **ELECTRICIAN/PLUMBER STIPEND**

Those members who possess a valid Journeyman's Electrician or Plumber's License shall receive the sum of \$400 as a stipend for such certification. Members who hold Master's licenses shall receive an additional \$200 for a total of \$600 each contract year. Payment hereunder shall be made the first payday of March of each contract year for certifications submitted by February 1st of each year.

#### **ARTICLE 45**

##### **HAZARDOUS MATERIALS CERTIFICATION**

Those members who possess a valid certification in Hazardous Materials Response shall receive additional compensation at a weekly rate of 10.0% of the base salary of a top step fire fighter for such certification. The Hazardous Materials certification additional compensation shall be included in the calculation of Hazardous Duty or Educational Incentive Pay pursuant to Article 24 and Article 25.

#### **ARTICLE 46**

##### **GEAR MAINTENANCE**

The City shall contract with an outside vendor for the periodic and routine cleaning and/or refurbishing of members' turnout gear.

The Union and the Department shall confer regarding specifications for the program prior to public bidding. The Union shall contribute through the protective clothing fund (Article 33, Section 5) \$25/member or one-half (1/2) of the actual per piece cost (whichever is less) for this service.

#### **ARTICLE 47**

#### **MATERNITY/PATERNITY LEAVE**

Whenever a female employee of the Department shall become pregnant, she shall furnish the Fire Chief with a certificate from her physician stating the expected date of delivery. She may continue to work in a fire fighting capacity so long as her physician certifies she is able to do so. Said certificate shall be provided to the Chief on a monthly basis, and so long as the employee's work performance is not impaired.

Upon notification to the Chief of the pregnancy, the employee shall be offered an alternative position involving non-firefighting duties, at no reduction in salary or benefits, for the duration of the pregnancy. Should the employee refuse the alternative position, and choose to continue to perform firefighting duties, she shall be required to sign a waiver of liability as drafted by the City Solicitor's Office for the City of Cambridge.

A leave of absence without pay will be granted for a period not to exceed six (6) months for the purpose of giving birth and newborn care. Unless medical

circumstances prevent it, the leave shall be requested to the Department at least two (2) weeks prior to her anticipated date of departure.

A maternity/paternity leave of absence without pay not to exceed six (6) months will be granted to provide care of a newly born or adopted child, legally acknowledged as the child of the employee. Unless medical circumstances prevent it, the leave shall be requested to the Department at least two (2) weeks prior to his/her anticipated date of departure.

Upon the expiration of said leave, the employee shall be reinstated to his/her former position. Failure to return to work upon the expiration of said leave will result in termination unless the employee has received a written extension from the City Manager at least two (2) weeks prior to the expiration date.

During such leave the employee shall not accrue serviceable time towards those benefits requiring time on the job or other periods of employment seniority, but during the time taken for maternity/paternity leave the employee's rights to receive and utilize benefits for which she/he was eligible as of the date of their leave shall be intact and may be used to allow the employee to remain in a pay status during the leave period. Regardless of whether the employee uses said benefits to continue pay, the approved leave of absence from employment shall not exceed six (6) months.

Sick leave shall be available during periods of disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom.

Up to four (4) tours of duty sick leave shall be available for the care of a newborn at home for any parent of said child, regardless of gender.

The City shall continue its contribution towards the employee's health insurance during any period of the leave of absence during which the employee remains in a pay status because of the utilization of accrued time off owed to the employee.

#### **ARTICLE 47A**

#### **PARENTAL LEAVE**

In addition to the benefits available under Article 47, all new parents, regardless of gender, who have been continuously employed by the City for at least 3 months, will be eligible to receive four (4) 12-hour tours of Parental Leave to be used within 12 months of the birth of a child or the placement of an adopted or foster child. Parental Leave does not have to be used during consecutive tours of duty, but no more than four (4) 12-hour tours of Parental Leave may be used within any 12-month period, regardless of the number of children born or placed. The use of Parental Leave will not impact the earning of Administrative tours. Advance notification and approval of the use of Parental Leave will be required.

## ARTICLE 48

### DRUG AND ALCOHOL TESTING AGREEMENT

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

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.

Reasonable suspicion shall be based on information of objective facts obtained by the Department and the rationale 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 and sample tampering.

The testing officer 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 reserved for independent analysis.

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 pursuant to the Collective Bargaining Agreement.

An employee with a positive confirmatory drug and/or alcohol screening may be suspended or discharged from employment under a just cause standard pursuant to the Collective Bargaining Agreement.

An employee with two (2) positive confirmatory drug and/or alcohol screening results, within a five (5) year period, will be discharged from employment.

**Rehabilitation Program:** Any employee who tests positive for illegal drugs or alcohol abuse shall be medically evaluated, counseled and treated for rehabilitation as recommended by an E.A.P. counselor. Employees who complete a rehabilitation program will be re-tested randomly once every quarter for the following twenty-four (24) months. An employee may voluntarily enter rehabilitation without a requirement or prior testing. Employees who enter a program on their own initiative shall not be subject to re-testing. The treatment and rehabilitation shall be paid for by the employee's insurance program. Any

costs over and above the insurance shall be paid for by the employer for initial treatment and rehabilitation. Employees will be allowed to use their accrued and earned leave for the necessary time off involved in the rehabilitation program. If an employee tests positive during the twenty-four (24) month period they shall be subject to disciplinary action as per the Department's rules and regulations, and/or this Agreement.

#### **ARTICLE 49**

#### **STIPEND/DIFFERENTIAL AGREEMENT**

The parties agree that any and all monies paid to employees under this contract whether termed a stipend, differential, incentive, certification or compensation, shall be deemed to be regular compensation for the purposes of pension/retirement calculations. Overtime, bonuses, other one-time payments, reimbursements and the clothing allowance are specifically excluded.

#### **ARTICLE 50**

#### **DVS LICENSE TRACKER**

The parties agree that the City may utilize the DVS tracker program through the Registry of Motor Vehicles. The City shall notify any member of a change in his/her license status as soon as possible.

ARTICLE 51

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2018 (except as otherwise specifically provided in this Agreement) and shall continue in full force and effect until and including June 30, 2021, and from day to day thereafter until a new agreement shall be negotiated and executed by the parties.

On or after September 1, 2020, either party may notify the other party of its desire to commence bargaining for a new agreement to take effect on July 1, 2021, and the parties shall proceed forthwith to bargain collectively with respect thereto.

Additionally, 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.

Executed at Cambridge this 1 day of February, 2020.

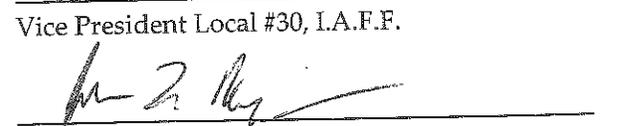
**CITY OF CAMBRIDGE**

By:

  
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Paul Sheehan  
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**CAMBRIDGE FIRE FIGHTERS  
LOCAL #30, I.A.F.F.**

By:

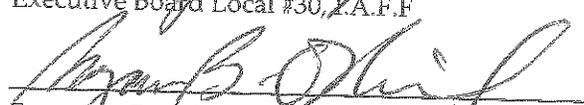
  
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President Local #30, I.A.F.F.  
  
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Vice President Local #30, I.A.F.F.  
  
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Secretary Local #30, I.A.F.F.


  
Treasurer Local #30, I.A.F.F

  
Executive Board Local #30, I.A.F.F

  
Executive Board Local #30, I.A.F.F

  
Executive Board Local #30, I.A.F.F

  
Committee Member Local #30, I.A.F.F

  
Committee Member Local #30, I.A.F.F

  
Committee Member Local #30, I.A.F.F

Approved for form:



Nancy E. Glowa  
City Solicitor  
City of Cambridge

# WELLNESS PROGRAM SIDE LETTER OF AGREEMENT

Notwithstanding the settlement of the 2015-2018 Agreement, upon ratification, the parties shall form a joint labor management committee to continue discussions about the adoption of a Wellness-Fitness Initiative modeled on the Fire Service Joint Labor Management Wellness-Fitness Initiative (WFI) of the I.A.F.F. and I.A.F.C. The components of such discussions shall include:

- Participation standards;
- Regular medical examinations and fitness assessments;
- Focus on rehabilitation, not punitive in nature; and
- Protection of privacy interests: disclosure of confidential medical information only with consent of the employee, with a designated physician to determine physical and mental capacity to perform essential job duties without undue risk of harm to self or others.

## HIRING INITIATIVES SIDE LETTER OF AGREEMENT

The Union agrees to support the efforts of the City/Fire Department to hire City residents as Firefighters to better reflect the diversity of the Cambridge community. These efforts are designed to give Cambridge residents an advantage and preference in the civil service hiring process. They may include but not be limited to outreach, recruitment and Fire Cadet programs and the other suggestions in the Union's January 16, 2019 letter to the City Manager. The City/Fire Department will make the final decision as to what initiatives to pursue.

The Union doesn't view this language as constraining it in any way if the City moves to get rid of civil service.