

A G R E E M E N T

Between

City Of Cambridge

and

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

AFL-CIO-CLC

on behalf of

Fire Department Mechanics

Ratified: November 8, 2017

Effective through June 30, 2020

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PREAMBLE

This Agreement entered into between the CITY OF CAMBRIDGE, MASSACHUSETTS, (hereinafter referred to as the CITY), and FIRE DEPARTMENT MECHANICS, LOCAL #30, I.A.F.F., AFL-CIO-CLC (hereinafter referred to as the UNION) has as its purposes the promotion of harmonious relations with the City and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE 1 RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining agent for the purposes of collective bargaining with respect to wages, hours and other conditions of employment for all for employees of the bargaining unit defined herein.

The certified bargaining unit shall consist of:

All full-time and regular part-time employees employed by the City of Cambridge as Fire Department Mechanics [also known as Fire Apparatus Repairmen], but excluding all managerial, confidential, casual and other employees.

ARTICLE 2 DEFINITIONS

Employee shall mean an employee of the City occupying a position defined in Article 1, Recognition.

Full-time Employee shall mean any employee retained in full-time, continuous employment which is forty (40) hours per week, for positions regularly scheduled at 40 hours per week, who has completed successfully a twelve (12) month probationary period.

Probationary Employee shall mean a person filling a permanent position until he or she has actually worked, on a full-time basis for twelve months.

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

Part-time Employee shall mean an employee who is scheduled to work at least 20 hours per week, but less than 40 hours per week.

ARTICLE 3
FAIR PRACTICES

Section 1. Voluntary Membership

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

Section 2. Non-discrimination

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

ARTICLE 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 Massachusetts General Laws Chapter 150E, Section 12, it shall be a condition of employment that on or after the thirtieth (30th) day of employment in the bargaining unit, or the effective date of this Agreement, whichever is later, each and every member of the bargaining unit shall pay to the Union an agency service fee which shall be proportionally commensurate with the cost of collective bargaining and contract administration. The agency fee shall be deducted weekly and shall be equal in amount to the sum set from time to time by the Union as their weekly dues.

ARTICLE 7
MANAGEMENT RIGHTS

Unless an express, specific provision of this Agreement clearly provides otherwise, the City and such other officials as may be authorized to act on its behalf, retain all rights and prerogatives to manage and control the functions in which bargaining unit personnel are employed.

By the way of example, but not limitation, management retains the following rights: to determine the mission, budget and policy of the Fire Department and the City; to determine the organization of the Fire Department, and the number of employees assigned to any City work site, office, shift, work project, or task; to determine whether work will be performed by bargaining unit personnel or outside contractors, regardless of whether such work was formerly performed by such personnel; to determine the policies and practices and make all determinations involving or affecting the hiring, promotion, assignment, direction, and transfer of personnel; to determine the equipment to be used and clothing to be worn in the performance of duty; to establish qualifications for ability to perform work; to create and amend job descriptions and ensure that duties related to operations are performed whether enumerated in job descriptions or not; to lay off employees in the event of lack of work or funds or under conditions where management believes that continuation of such work would be less efficient, less productive, or less economical; to take actions necessary to carry out its responsibilities in situations of emergency; to enforce existing rules, regulations and policies and to add to or modify such rules or policies as management deems appropriate; to discharge, suspend, demote or take other disciplinary action against employees for just cause; and, to require the full cooperation of all employees in disciplinary investigations, e.g. providing statements or answering questions about job performance or conduct.

The City shall have the right to determine the level of service it provides to the public; to determine the need for, schedule and assign work on an overtime basis; and to determine the number of employees needed to perform such work on an overtime basis.

The failure to exercise any management right shall not be deemed a waiver. Except as expressly provided by a specific provision of this Agreement, the exercise of the aforementioned rights shall not be subject to the grievance provisions of this Agreement.

ARTICLE 8
NO STRIKES

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

ARTICLE 9
GRIEVANCE PROCEDURE

Section 1. Definition, Grievance

A grievance is defined as a dispute concerning the interpretation or application of an expressed, specific provision of this Agreement.

Section 2. Grievance Provision

A grievance shall be settled in the following manner:

Step 1: An aggrieved employee shall file any grievance on a form provided by the City, in writing, with the Chief of the Fire Department or his/her designee within fourteen (14) calendar days of the act or occurrence giving rise to the grievance or when the employee should have become aware of the grievance using due diligence and concern. Within fourteen (14) calendar days of filing, a written decision shall be forwarded to the grievant.

Step 2: If the decision at Step 1 does not resolve the grievance, then the Union may, within five (5) calendar days of their receipt of the Step 1 answer, forward the grievance to the City Manager or his/her designee using. The City Manager or designee shall respond in writing within fourteen (14) calendar days of the receipt of the grievance or within fourteen (14) calendar days of any Step 2 meeting.

Section 3. Contents of Grievances

All grievances filed in the grievance & arbitration procedure shall specify:

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

Failure to provide sufficient information as required above shall constitute a forfeiture of the grievance.

Section 4. Time Limits

The failure of an employee or the union to file or process a grievance in accordance with the time limited specified in this Agreement shall constitute a waiver of the grievance unless mutually agreed in writing to extend the time limits.

Section 5. Employee Introduction of a Grievance

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

Section 6. Precedent

All grievances settled at Step 1 shall not constitute a precedent for future dealings between the

parties. All grievances settled at Step 2 shall ordinarily constitute a precedent, unless otherwise stated.

Section 7. Matters Not Subject to Grievance or Arbitration

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

- a) the dismissal or discipline of a probationary employee;
- b) notwithstanding any other provisions of this Agreement to the contrary, issues subject to Civil Service or Retirement Board Laws of the Commonwealth of Massachusetts. Employees who have completed their probationary period have the right to appeal disciplinary action through the grievance and arbitration process or through Civil Service review, but pursuant to M.G.L. c. 150E § 8, not to both.

ARTICLE 10 ARBITRATION

Section 1. Timely Submission

Any grievance which has not been settled under Article 8 may be submitted by the City or the Union to the Labor Relations Connection within thirty (30) calendar days after the response of the City Manager or his/her designee is due. Within the said thirty (30) calendar days, written notice of said submission shall be given to the City by delivery in hand or by email or by mail, postage prepaid, addressed to the attention of the City Manager or his/her designee.

Section 2. Selection of Arbitrator

Selection of a single arbitrator shall be made in accordance with the rules of the Labor Relations Connection.

The expenses of the proceedings shall be borne equally by the Employer and the Union. If either party desires a verbatim record of the proceedings, the party requesting a record to be made shall pay for the record and makes copies available to the other party at cost and without charge to the arbitrator.

The decisions of the arbitrator shall not violate any City Charter provisions, Statutes of the Commonwealth, or regulations pursuant to such Statutes.

The arbitrator's decision shall be final and binding and may be reviewed under G.L., c. 150C. The dispute as stated in the request for arbitration shall constitute the sole and entire subject matter to be heard by the Arbitrator, unless the parties agree in writing to modify the scope of the hearing.

Section 3. Arbitrator's Power/Authority

The arbitrator will be without power or authority to alter, add to, or detract from the provisions of this Agreement or to make a decision which:

- (a) is a violation of or inconsistent with any of the terms of this Agreement or applicable law;
- (b) exceeds his or her jurisdiction and authority under the law and this Agreement;
- (c) involves any matter which by law or under the terms of this Agreement is within the exclusive authority of the City; or
- (d) involves any matter wherein the City's decision is final and binding under the terms of this Agreement or by law.

Section 4. Extension of Time Limits

The parties may, by mutual written agreement, extend the time in any particular case.

ARTICLE 11
UNION REPRESENTATIVE

The Union shall provide the Chief of the Department with the name of the designated steward for this bargaining unit by March 15th of each year. The steward shall be a member of this bargaining unit. Notification of any change in the above shall be made by the Union to the Chief as soon as reasonably possible. The Union steward, subject to the approval of the Chief of the Fire Department or his/her designee, may be granted reasonable time off during working hours to investigate and settle grievances and to attend union/management scheduled meetings by the department, without loss of pay.

ARTICLE 12
SENIORITY

Section 1. Definition, Seniority

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

Section 2. Seniority Lost

Seniority will be lost by: (a) resignation; (b) discharge.

Section 3. Adjustment of Service Dates

For purposes of anniversary dates for wage increments and additional leave time, an employee's service date will be adjusted as follows:

- a. Unpaid suspension: Date will be adjusted for the entire period of the suspension.
- b. Worker's compensation leave: Date will be adjusted for any period in excess of one year.
- c. Any other unpaid time: Date will be adjusted for unpaid time in excess of 15 shifts per year.

Section 4. Lay-off Procedure

In the event of a proposed lay-off for lack of work or funds, employees in order of their seniority shall have preference to work opportunities, and recall to work after lay-off, consistent with civil service law. Employees shall be notified of a lay-off in a manner consistent with civil service law. Lay-offs and recalls of all employees who are not permanently appointed under Chapter 31 shall be in accordance with Union seniority.

ARTICLE 13
COMPENSATION

Section 1. Wages

Employees covered by this Agreement will be paid according to the following schedule:

<u>Step</u>	<u>Hourly Rate</u>
Step 1	\$27.9864
Step 2	\$28.7989
Step 3	\$29.6112
Step 4	\$30.4235
Step 5	\$31.2465
Step 6	\$32.0691
Step 7	\$32.8929
Step 8	\$33.6726

Effective July 1, 2017, base wages at all steps will increase by 2.5%

Effective July 1, 2018, base wages at all steps will increase by 2.5%

Effective July 1, 2019, base wages at all steps will increase by 2.5%

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 unit, then the City and the Union agree to reopen the contract for the limited purpose of discussing base wages for the year or years in question.

Section 2. Clothing Allowance

All full-time employees covered by this agreement shall receive a clothing allowance payable twice a year, \$500 in the first pay period of July and \$500 in the first pay period of December. This clothing allowance shall be prorated for part-time employees working 20 hours or more per

week and for any unpaid time during the previous six months.

Section 3. T-Pass Reimbursement

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

Section 4. Adoption Benefit

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

Section 5. Hubway Membership

Effective three months after ratification the City shall offer Hubway memberships to benefited employees, on the same terms as non-union employees.

Section 6. Paychecks

Employees will be required to use direct deposit; pay stubs may be made available to employees on-line, rather than through paper copy.

Section 7. EMT Compensation

Effective June 1, 2018, employees who have a valid EMT certification as of the previous April 1, will receive a stipend of \$350 per year, payable in the first pay period of June.

Section 8. EVT Compensation

Effective December 1, 2017, employees who are certified by the Emergency Vehicle Technician (EVT) Certification Commission as a Fire Apparatus Technician Level I, II or Master Level III will receive a stipend of \$1,500 per level (up to a maximum of \$4,500) per year, payable in the first pay period of December. In order to be eligible for the stipend, employees must have all required certifications as of the previous November 1. In addition, employees will also be eligible to receive this stipend for certification as an Ambulance Technician Level I, II or Master Level III (\$1,500 per level; up to a maximum of \$4,500). However, employees hired into this unit on or after January 1, 2018 must be certified in all three levels of Fire Apparatus Technician in order to be eligible to receive a stipend for Ambulance Technician II or Master Level III.

In addition, employees who have obtained ASE or EVT certifications required for any Fire Apparatus Technician Level that he/she has not yet completed will be eligible for a \$225 annual stipend per certification, up to a maximum of four (\$900 per year). Once an employee obtains all certifications necessary for a Fire Apparatus Technician Level stipend, he/she will no longer receive stipends for the individual certifications required for that level, but will be eligible to receive stipends for ASE or EVT certifications required for one of the higher Fire Apparatus Technician levels that the employee has not yet completed. These stipends will be payable in the first pay period of December for certifications valid as of the previous November 1.

Section 9. Additional Compensation – Eligibility and Maintenance

Tuition reimbursement under Article 22 shall be available for the cost of training classes, materials and fees associated with the EMT and EVT certifications. However, the City will not pay for any exam that an employee does not successfully pass. At the discretion of the Chief, time off from work without loss of pay to attend related classes or training may be granted, subject to operating and staffing needs of the Department. Employees who have been out of work on sick leave or workers' compensation for a year or more shall not be eligible to receive the clothing allowance, tool allowance, or the EMT or EVT compensation.

Section 10. Tool Allowance

Effective July 1, 2018, employees will receive a \$250 per year allowance for the purchase of tools to be used in the performance of their job. This allowance will be payable in the first pay period of July.

ARTICLE 14
HOURS OF EMPLOYMENT

Section 1. Shift Times

The regular work week for employees shall be forty (40) hours, Monday through Friday, 7:00 a.m. to 3:30 p.m. Employees shall receive a half hour unpaid lunch break and two paid fifteen (15) minute breaks, one in the morning and one in the afternoon.

The City reserves the right to adjust schedules and duties, after consultation with the Union, in light of experience, technology changes, etc.

Section 2. Flexible Shifts

The City may adjust starting times by up to one (1) hour before or after current starting times. No change will be implemented until after 45 days' notice to the Union. Such changed shifts shall be staffed first by volunteers and then by inverse seniority.

Section 3. Overtime

Employees may be called back to work or forced to remain at work after having completed a full work day, as determined in the sole discretion of the Chief of the Department or his/her designee. All work performed after reporting to duty in excess of the standard work day and work week shall be compensated at the rate of time and one-half (1 1/2) of the employee's regular rate of pay. For the purpose of this Article, paid sick leave, vacations and paid personal time shall be considered to be time worked in computing eligibility for overtime pay.

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

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 of pay at the time and one-half (1 1/2) rate. This guaranteed minimum number of hours will not apply in the event employees are held over after

their regular shift, are asked to work additional time immediately prior to the start of their regular shift, or have been prescheduled for an overtime assignment.

ARTICLE 15
HOLIDAYS

Section 1. Paid Holidays

The following days shall be considered paid holidays:

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

Section 2. Saturday/Sunday Holiday

For employees working a Monday-Friday schedule, if any of the above holidays falls on a Sunday, the employee shall be granted the following Monday off, and if any of the above falls on Saturday, the employees shall be granted Friday off.

Section 3. Holiday Premium

Employees who cannot be spared on any of these holidays because of the requirements of the Department will be will be paid at the rate of one-and-one-half (1-1/2) times their regular rate of pay in addition to their regular rate of pay for that day.

ARTICLE 16
VACATIONS

Section 1. Initial Vacation Period

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

Section 2. Vacation Scheduling

Employees in the order of their seniority shall have preference in selection of vacations. Vacations will be granted by the Chief of the Department using reasonable discretion at such time as will cause the least interference with the performance of the regular work of the department.

Section 3. Holiday During Vacation

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

Section 4. Illness During Vacation

If an employee becomes ill while on vacation leave and is otherwise entitled to benefits under Article 17, or in the event he becomes entitled to bereavement leave under Article 19, he shall be allowed to utilize such time and it shall not be treated as vacation leave. The Chief of the Department may require medical documentation stating the form and extent of the illness prior to allowing the conversion of vacation leave to sick leave.

Section 5. Vacation Allowances

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

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

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

Section 6. Vacations During Current Year

Vacations shall be taken during the year they become due, unless exceptional circumstances prevent it, in which case the approval of the City Manager must be obtained to postpone taking vacation during the current year. All vacation leave is subject to departmental work requirements.

Section 7. Computing Vacation Time

For the purposes of computing vacation time, employees shall be credited for all continuous time worked, including temporary service, during which they worked a minimum of twenty (20) hours per week. Vacation leave shall be prorated for all unpaid absences (including exhaustion of sick leave).

ARTICLE 17
SICK LEAVE

Section 1. Initial Eligibility

Employees covered by this Agreement who have been regularly employed in their positions continuously for at least three (3) months shall be entitled to sick leave with full pay in accordance with the following provision. Any sick leave during the initial three months of employment will be considered leave of absence without pay.

Section 2. Definition - Sick Leave

A leave of absence granted under these provisions shall be known as “Sick Leave” and shall be granted for the following reasons only:

- (a) Personal illness or physical incapacity to such an extent as to be unable to perform the duties of his or her position.
- (b) Attendance upon members of the family within the household of the employee, whose illness requires the care of such employee, and/or to care for and bond with an employee’s new child or children in accordance with the City’s Parental Leave Policy, provided that not more than twenty (20) working days with pay shall be granted to such employee for these purposes in any one (1) calendar year, not to exceed earned sick leave available. The City reserves the right to confirm the illness through the requirements of a physician’s statement according to the provisions of Article 7, Section 4.
- (c) Enforced quarantine when established and declared by the Department of Health or other competent authority for the period of such quarantine only, and not to exceed earned sick leave available.
- (d) Doctor’s visits which cannot be scheduled during off duty hours. A doctor’s note may be required.
- (e) To address effects of domestic violence, pursuant to the City’s Domestic Violence Leave Policy.

Section 3. Notification by Employee

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

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

Section 4. Physician's Statements

A statement from the employee’s physician containing the form and extent of the employee’s illness or disability may be required in the following situations:

- (a) The absence is five (5) consecutive days or more;
- (b) There is a pattern of repeated absences of shorter duration (under 5 days) in recent months or years;

- (c) There is a pattern of taking sick days on days adjacent to scheduled time off (including holidays and weekends).

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

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

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

Section 5. Willful Violations Rules & Regulations

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

Section 6. Sick Leave and Workers' Compensation Law

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

Section 7. Unused Sick Leave

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

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

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

Section 8. Annual Allowance

Employees shall be granted fifteen (15) days of sick leave per year on January 1 of each year; however, new employees shall accrue, but may not use earned sick leave until they have completed three (3) months of service. At the completion of three months, employees will be credited with 1 ¼ sick days for each of the previous three months worked, totaling 3.75 days. Employees will then earn 1 ¼ sick days per month until they reach the following January 1. After that point, employees will be credited with fifteen (15) sick days per calendar year.

Sick leave will be pro-rated for any unpaid time, including leaves of absence, suspension, or other no pay status. Sick leave will also be pro-rated for time on workers' compensation in excess of one year.

Earned sick leave will carry over from year to year. Any employee with accrued sick leave shall, upon his/her retirement or death, receive a sum equal to the schedule as outlined in Section 7 per day for every full day of unused sick leave up to four hundred (400) days.

Section 9. Administrative Day

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

Section 10. Sick Leave Incentive

An employee with perfect attendance for a six month period (no sick leave, no time on workers compensation, no leave without pay, no unauthorized absence, leave or no other no-pay status), shall receive a \$300 payment (pro-rated for part time). The six-month period shall be a rolling six month period.

ARTICLE 18
PERSONAL DAYS

All full time employees who have been continuously employed for more than six (6) months shall be allowed sixteen (16) hours per year for personal business, such time to be taken in increments of no less than four (4) hour increments subject to advance approval of the department head. Employees with five (5) years' service are entitled to one additional personal day, for a total of (24) hours per calendar year. After the initial allotment, employees will receive this time each January 1, and it will be pro-rated for any unpaid time during the previous year. Such leave time shall not accumulate from year to year and shall not be subject to any buy-back provisions of any article herein.

ARTICLE 19
BEREAVEMENT LEAVE

Section 1. Bereavement Leave

Employees will be granted a leave of absence with pay for not more than five (5) working days on account of the death of a spouse, child, domestic partner (duly registered in the Office of the Cambridge City Clerk) mother or father; three (3) working days on account of the death of a brother, sister, son-in-law, daughter-in-law, parent-in-law, grandparent or grandchild whether such relative was a member of the employee's household or not. Pay for absence not to exceed three (3) working days will also be allowed on account of the death of any relative who was a permanent member of the employee's household or of any other person with whom said employee made his or her home.

Section 2. Other Bereavement Allowances

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

ARTICLE 20
PARENTAL LEAVE

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

ARTICLE 21
MILITARY LEAVE

Section 1. Reinstatement After Military Service

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

Section 2. Computation of Length of Service Benefits

All length of service benefits, including salary, sick leave and vacation, will be computed as required by the Uniformed Services Employment and Reemployment Rights Act (USERRA).

Section 3. Military Leave of Absence with Pay

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

ARTICLE 22
TRAINING AND DEVELOPMENT

Section 1. Availability

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

Section 2. Allocations

The City will pay of a maximum of \$3,000 per person per fiscal year for each year of this Agreement for tuition reimbursement.

ARTICLE 23
JURY DUTY

Section 1. City Pay for Working Time Lost

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

Section 2. Work Assignments-Pre-noon Discharge From Duty

As a condition to receive such payments the employee involved must report to the City for such work as he/she may be assigned if discharged from jury service prior to 12 noon.

Section 3. Court Certificates of Jury Duty Service

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

ARTICLE 24
LEAVE OF ABSENCE

Section 1. Personal Leave

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

Section 2. Personal Leave - Length of Service Benefits

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

Section 3. Medical Insurance Responsibilities

Employees are responsible for payment of the full medical insurance premium during the leave of absence. Employees are encouraged to arrange for those payments with the City's Personnel Department well in advance of their leave of absence.

ARTICLE 25
MEDICAL INSURANCE

Section 1. Health Insurance

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

Upon ratification, employees shall be responsible for paying 20% of the monthly working rate of any HMO offered by the City including Blue Cross/Blue Shield Blue Choice or successor product should it be offered by the City. The City will contribute 80% of the premiums.

Employees newly hired into a benefitted position with the City on or after July 1, 2012 shall contribute 25% of the cost of health insurance. Employees who transfer into the unit with City of Cambridge health insurance coverage for which they were paying less than 25% at the time of transfer will pay 20% of the monthly cost. Those who transfer with City of Cambridge health insurance coverage for which they were paying 25% at the time of transfer will continue to pay 25%.

Section 2. Dental and Vision Plan

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 some time 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 3. Option to Waive Health Insurance

An employee shall have an option to waive health insurance (with proof of alternative coverage) and receive a \$1800 per year (\$150.00 per month) payment with capacity to opt back into health coverage without waiting periods or pre-existing conditions limitations if the employee loses alternative coverage without fault of his or her own. The employee may opt back in at open enrollment without limitations.

Section 4. Flexible Spending Plan

Employees covered by this Agreement are eligible to participate in the City's pre-tax Flexible Spending Plan for non-reimbursable medical expenses and dependent care, with the City paying the administrative fee.

ARTICLE 26
WORKER'S COMPENSATION

Section 1. Compensation Entitlement

Employees who are disabled as a result of an injury arising out of and in the course of their employment are entitled to compensation in accordance with the Worker's Compensation Act. Refusal to provide Worker's Compensation coverage or termination of benefits shall be the sole discretion of the City, as governed by Chapter 152 of the General Laws, and shall not be subject to the grievance and/or arbitration procedure.

Section 2. Reports of Injury

Reports of injury must be filed within a reasonable period from the time of the accident with the Chief of the Department.

Section 3. W/C Payments - Sick Leave Interaction

An employee receiving sick leave with pay, who simultaneously receives compensation under the Worker Compensation laws, shall receive for the duration of such compensation only that portion of his regular salary while sick leave credits are available which, together with said compensation, will equal his regular pay. The City will pro-rate all paid benefit time, including sick and vacation leave, when workers compensation absences exceed one (1) year.

Subject to applicable law, the City may require treatment for work related injuries by any provider or group of providers as it seems appropriate, including providers who treat employees under the employee's health insurance coverage.

ARTICLE 27
ABSENTEEISM

Nothing in this Agreement shall prevent the City from taking appropriate action for excessive absenteeism or tardiness, provided the actions are for just cause. Excessive absenteeism or tardiness may include, but is not limited to: 1) repetitive absences or late arrivals occurring in a given pattern such as days before/days after scheduled days off or on certain days of the week; 2) Cyclical absences identified as weekly, monthly, semiannual, or annual occurrences (i.e. lengthy absences in winter or summer months which suggest lengthening of preferable absence periods/months); 3) Any unexpected absence or late arrival for which an employee fails to follow Departmental notification procedures.

ARTICLE 28
LICENSE STATUS TRACKING

The parties agree that the City may utilize the Driver Verification System (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 29
DRUG TESTING

The following policy shall govern the administration of the drug and alcohol screening process by the City of Cambridge to test for the unauthorized use of illicit drugs and alcohol for employees covered by this Agreement.

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 30 STABILITY OF AGREEMENT

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

The failure of the Employer or the Union to insist, in any one or more incidents, upon performance of any of the terms or conditions of the Agreement shall not be considered as a waiver or relinquishment of the right of the Employer or the Union to future performance of any such term or condition and the obligation of the Union and the Employer to such future performance shall continue in full force and effect.

ARTICLE 31 SEPARABILITY

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

ARTICLE 32 GENERAL

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

This contract incorporates the complete and entire agreement between the parties. As to subjects for bargaining not expressly and specifically set forth in this Agreement, the City reserves the

right to make changes and to establish other policies and procedures for orderly and efficient operations.

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

Management's failure, in one or more instances, to exercise its authority or rights or to insist upon performance of any terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of that authority or those rights.

ARTICLE 33 DURATION

This Agreement shall be effective as of the date of the Union's ratification (except as otherwise specifically provided in this Agreement) and shall continue in full force and effect until and including June 30, 2020, and from day to day thereafter until a new agreement shall be negotiated and executed by the parties.

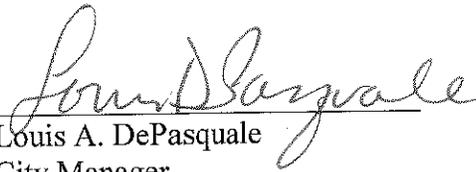
On or after September 1, 2019, either party may notify the other party of its desire to commence bargaining for a new agreement to take effect on July 1, 2020, and the parties shall proceed forthwith to bargain collectively with respect thereto.

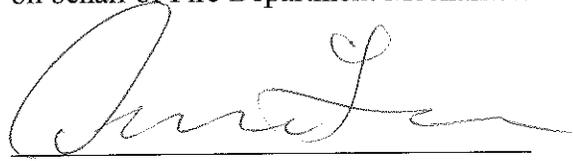
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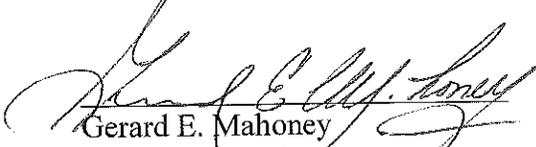
8th DAY OF November, 2017

CITY OF CAMBRIDGE:

LOCAL 30, IAFF,
on behalf of Fire Department Mechanics:


Louis A. DePasquale
City Manager




Gerard E. Mahoney
Acting Chief, Fire Department

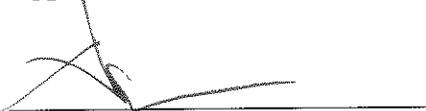



Sheila Keady Rawson
Personnel Director



Approved for form:




Nancy E. Glowa
City Solicitor