

Collective Bargaining Agreement

Between

The City of Cambridge

and

The Area Trades Council

Inspectional Services

IUOE - Local 877

IUPAT - DC 35

UA - Local 12

IBEW - Local 103

UBC - Local 51

July 1, 2020 – June 30, 2023

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AGREEMENT

This Agreement entered into between the City of Cambridge, Massachusetts (hereinafter referred to as "the City") and the Area Trades Council (composed of the signatories, and hereinafter referred to as "the Union") has as its purposes the promotion of harmonious relations between the City and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and terms and conditions of employment.

ARTICLE 1 **RECOGNITION**

Section 1. Recognition - Bargaining Unit

The City recognizes the Union as the sole and exclusive bargaining agent for the purposes of collective bargaining with respect to wages, hours, and other conditions of employment for all full-time and regular benefited part-time employees of the Cambridge Inspectional Services Department in the following classifications: Sanitary/Housing Inspector, Sanitary/Housing Inspector Constable, Assistant Sanitary Inspector, Plumbing and Gas Inspector, Building Inspector, Assistant Building Inspector, Wire Inspector, Zoning Specialist, Access Analyst, Code Enforcement Inspector, Code Inspector/Constable, Zoning and Building Associate, and Compliance Inspector employed by the Cambridge Inspectional Services Department, and excluding all other Inspectional Services employees.

Section 2. City Advises New Employees of Bargaining Representative

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

ARTICLE 2 **DEFINITIONS**

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

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

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

Part-time Employee shall mean an employee who is scheduled to work at least 20 hours per week and receives benefits. Part-time employees working in positions budgeted for at least 20 hours per week are eligible for non-wage compensation and time off benefits on a pro-rated basis of budgeted hours compared with full-time hours for similar positions.

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

ARTICLE 3
UNION MEMBERSHIP, DUES, AND AGENCY SERVICE FEES

Section 1. Union Membership

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

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

Section 2. Dues Authorization Form

The following authorization dues deduction form shall be used:

DUES PAYROLL DEDUCTION AUTHORIZATION FORM

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

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

Effective Date: _____

Signature: _____

(Please print or type name below)

ARTICLE 4
UNION REPRESENTATION

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

ARTICLE 5
MANAGEMENT RIGHTS

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

ARTICLE 6
NO STRIKE - NO LOCKOUT

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

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

Should any employee or group of employees covered by this Agreement engage in any strike, work stoppage, slowdown or withholding of service(s), the Union shall forthwith disavow any such strike, work stoppage, slowdown or withholding of service(s) and shall notify each employee of their disavowal by written notice sent to each employee's home, and by issuance of a general press release so stating. The Union shall also refuse to recognize any

picket line established in connection herewith. Furthermore, at the request of the City, the Union shall take all reasonable means to induce such employee or group of employees to terminate the strike, work stoppage, slowdown or withholding of service(s) and to return to work forthwith.

ARTICLE 7
FAIR PRACTICES

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

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

ARTICLE 8
GRIEVANCE PROCEDURE

Section 1. Definition of Term "Grievance"

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

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

The following matters shall not be grievable under this Agreement:

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

Section 2. Grievance Procedure

A grievance shall be settled in the following manner:

STEP 1

The employee, with or without his union steward, shall take up the grievance with the employee's supervisor within five (5) working days of its occurrence or when the employee knew or should have known of its occurrence. The supervisor shall attempt to adjust the grievance. A settlement of the dispute at this level shall not establish precedent for the resolution of other or similar problems between the employee and their immediate supervisor, or elsewhere throughout the City.

STEP 2

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

STEP 3

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

Section 3. Contents of Grievances

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

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

Section 4. Time Limits

The failure of an employee or the Union to file or process a grievance in accordance with the time limits specified in this Agreement shall constitute a waiver of the grievance, unless upon the Union's written request, the time limits are extended by mutual agreement to process a grievance from one step to the next.

Section 5. Matters Not Subject to the Arbitration Procedure

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

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

**ARTICLE 9
ARBITRATION**

Section 1. Timely Submission

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

Section 2. Selection of Arbitrator

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

Section 3. Arbitrator's Powers

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

Section 4. Scope & Timely Submission of Decision

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

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

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

**ARTICLE 10
SENIORITY**

Section 1. Civil Service

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

Section 2. Representation

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

Section 3. Union Seniority

Union seniority for purposes not related to G.L. c. 31, but related to specific terms of this Agreement, shall be defined as length of continuous employment by the City of Cambridge. Layoffs and recalls of all employees who are not permanently appointed under Chapter 31 shall be in accordance with Union seniority.

Section 4. Seniority Lost

Seniority will be lost by: (a) resignation; (b) discharge for just cause; (c) failure to return from an approved leave of absence as scheduled without previous notification to the employee's Department Head except for reasons beyond control of the employee.

Section 5. Seniority Lists

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

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

Section 6. Layoff

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

Section 7. Just Cause

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

**ARTICLE 11
HOURS OF WORK**

Section 1. Schedule

All employees will work from 8:00 a.m. to 7:00 p.m. on Mondays and 8:00 a.m. to 1:00 p.m. on Fridays. Employees with a forty (40) hour per week schedule will work from 8:00 a.m. to 5:00 p.m. on Tuesdays through Thursdays and will have a 45 minute unpaid lunch break every day of the week except for Fridays when there will be no lunch break. Employees with a thirty-seven and a half (37.5) hour per week schedule will work from 8:00 a.m. to 4:30 p.m. on Tuesdays through Thursdays and will have a one hour unpaid lunch break every day of the week except for Fridays when there will be no lunch break.

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

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

Section 2. Overtime Pay

All work performed in excess of the standard work day and work week shall be compensated at the rate of time and one-half (1 1/2) of the employee's regular rate of pay. All work performed on a Sunday which is not regularly scheduled to be performed on that day shall be paid for at one and one-half (1 1/2) times the regular rate of pay. For the purposes of this Article, paid sick leave, vacations, and paid holidays shall be considered to be time worked in computing overtime pay. In any week in which a paid holiday falls, any work performed over 32 hours, in the case of a 40 hour work week; or 30 hours in the case of a 37.5 hour work week will be compensated at the rate of time and one-half (1 1/2) of the employee's regular rate of pay.

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

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

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

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

Section 3. Call-In

Employees called in to work outside their regularly scheduled hours after having completed their workday and having left the premises shall be guaranteed a minimum of four (4) hours of work at the applicable rate of pay; except that those called in after 12:01 AM shall be guaranteed a minimum of six (6) hours of work at the applicable rate of pay.

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

Section 4. Vacation Call-In

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

ARTICLE 12
HOLIDAYS

Section 1. Paid Holidays

The following days shall be considered paid holidays:

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

In the event the Cambridge City Council passes an order recognizing Juneteenth as a holiday in the City and the City Manager authorizes City buildings to be closed, this bargaining unit will receive the day off with pay, beginning with the first Juneteenth after such authorization.

Section 2. Eligibility

In addition to the requirements of Article 11, an employee qualifies for holiday pay only if he or she works or is paid standard hours for the scheduled workday immediately before or after the holiday.

Section 3. Saturday/Sunday Holidays

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

Section 4. Holiday During No Pay Status

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

ARTICLE 13
LEAVE OF ABSENCE

Section 1. Parental Leave

Effective for births, adoptions and/or foster placements that occur on or after July 1, 2017, the City of Cambridge Parental Leave Policy that applies to non-union employees, as adopted and as it may be modified by the City from time to time, will also apply to members of this bargaining unit budgeted to work twenty (20) hours or more per week.

Section 2. Personal Leave

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

Section 3. Personal Leave - Length of Service Benefits

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

Section 4. Medical Insurance Responsibilities

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

Section 5. Family Medical Leave Act

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

ARTICLE 14
BEREAVEMENT

Section 1. Bereavement Leave

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

Section 2. Other Bereavement Allowances

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

ARTICLE 15
VACATIONS

Section 1. Vacation Eligibility

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

Section 2. Vacation Scheduling

Vacations will be granted by the head of the department using reasonable discretion at such time as will cause the least interference with the performance of the regular work of the department.

Section 3. Purpose

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

Section 4. Definition-Day's Vacation

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

Section 5. Vacation-Sick/Bereavement Interaction

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

Section 6. Vacation-Beyond Basic Allowance

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

Section 7. 5 Years Service

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

Section 8. 6 to 15 Years Service

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

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

Section 9. LOA Without Pay

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

Section 10. Carryover or Vacation Buy-Back

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

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

Section 11. Definition/Week

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

Section 12. Computing Vacation Time

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

Section 13. Choice of Vacations

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

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

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

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

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

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

Section 14. Vacation as Individual Days

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

Section 15. Vacation Payoff - Leaving the City Employ

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

**ARTICLE 16
PERSONAL DAYS**

Section 1. Allowance

All full-time employees who work forty (40) or thirty-seven and one-half (37.5) hours per week and have been continuously employed for more than six (6) months shall be allowed sixteen (16) hours, or fifteen (15) hours in the case of 37.5-hour employees, of paid leave time for personal business, such time to be taken in increments of no less than two (2) hours

subject to advance approval of the Department Head. Such leave time shall not accumulate from year to year and shall not be subject to any buy-back provisions of any article herein.

Effective January 1, 2018, employees are entitled to one additional personal day. (An additional 8 hours for 40-hour/week employees; 7.5 hours for 37.5-hour/week employees.)

ARTICLE 17 **MILITARY SERVICE**

Section 1. Military Leave

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

Section 2. Reinstatement

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

Section 3. Computation of Benefits Earned

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

ARTICLE 18 **JURY DUTY**

Section 1. City Pay for Working Time Lost

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

Section 2. Work Assignments - Pre-Noon Discharge from Duty

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

Section 3. Court Certificates of Jury Duty Service

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

ARTICLE 19 **SICK LEAVE**

Section 1. New Hires

Employees covered by this Agreement who have been regularly employed in their positions continuously for at least six (6) months shall be entitled to sick leave with full pay in accordance with the following provisions. Any sick leave during the first six months of employment will be considered leave of absence without pay.

Section 2. Definition - Sick Leave

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

- (a) Personal illness or physical incapacity to such an extent as to be unable to perform the duties of their position.
- (b) Attendance upon members of the family within the household of the employee, whose illness requires the care of such employee, and/or to care for and bond with an employee's new child or children in accordance with the City's Parental Leave Policy, provided that not more than a total of twenty (20) working days with pay shall be granted to such employees for this purpose in any one calendar year, not to exceed earned sick leave available. The City reserves the right to confirm the illness through the requirements of a physician's statement according to the provisions of Article 19, Section 4.
- (c) Enforced quarantine when established and declared by the Department of Health or other competent authority for the period of such quarantine only, and not to exceed earned sick leave available.

Section 3. Notification by Employee

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

Section 4. Physician's Statements

If the absence is five (5) or more consecutive working days, or if there are repeated absences of shorter duration, a statement from the employee's physician will be required stating the form and extent of the employee's illness or disability. Subsequent certificates may be requested at the discretion of the Department Head. If the employee fails to provide the original copy of the physician's statement when requested, he or she shall not receive pay for the days in question, whether or not the employee has accumulated sick leave to his credit.

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

Section 5. Accrual During Lay-off or LOA

Employees who are laid off or granted a personal leave of absence without pay shall not accrue sick leave during said layoff or leave of absence, but upon resumption of active employment shall have available the sick leave accrued before the time of such layoff, or leave of absence.

Section 6. Willful Violations

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

Section 7. Transfers - Unused Sick Leave Accumulations

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

Section 8. Sick Leave Allowance

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

New Employees: No sick leave benefits shall be paid in the first six (6) months of employment. After the first six months, new full-time employees shall be credited seven and one-half (7.5) days by virtue of their accruals of 1 1/4 days per month until the following January 1st, at which time they will be allotted 15 days of sick leave for the following calendar year and for each calendar year of full-time employment thereafter. Sick leave for part-time employees shall be awarded according to the above scheme, on a pro-rated basis.

Accumulation for the purposes of sick leave usage is limited to three hundred and sixty five (365) days. Employees who have reached the 365-day limit shall not accumulate further

sick leave from year to year until such time as the accumulated total falls below the maximum accumulations described above. At that time they shall be permitted to accumulate sick leave at the rate of 1 1/4 day per month provided the total accumulation does not exceed the maximum accumulation described above.

Section 9. Patterned Absenteeism

Nothing in this Agreement shall prevent the City from taking appropriate action for patterned absenteeism. Patterned absenteeism, by way of illustration and not to limit examples, is considered to be: (1) Repetitive occurrences of absenteeism occurring in a given pattern such as days before/days after scheduled days off; (2) Friday/Monday occurrences; (3) Cyclical absences identified as weekly, monthly, semiannual, or annual occurrences (i.e. lengthy absences in winter months or summer which suggest lengthening of preferable absence periods/months); or (4) Repetitive same day of the week absences.

Section 10. Unauthorized Absence

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

Section 11. Prolonged Illness - Hospitalization / Confinement

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

Section 12. Unused Sick Leave

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

Section 13. Sick Leave Incentive

An employee with perfect attendance for a six-month period (no sick leave, no workers' compensation lost time, no leave without pay, no unauthorized absence leave or no other no-pay status) shall receive a \$300 payment for the six-month period (pro-rated for part-time). The six-month period will be January-June and July-December.

Section 14. Administrative Day

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

Section 15. Sick Leave Bank

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

ARTICLE 20
WORKERS' COMPENSATION

Section 1. Entitlement

Employees who are disabled as a result of an injury arising out of and in the course of their employment are entitled to compensation in accordance with the Workers' Compensation Act. An employee, who by reason of an industrial accident is unable to perform his or her duties, may draw from his or her unused sick leave for the first twenty-one consecutive calendar days of said disability, at his or her normal rate of pay. Refusal to provide Worker's Compensation coverage or termination of benefits shall be the sole discretion of the City, as governed by Chapter 152 of the General Laws, and shall not be subject to the grievance and/or arbitration procedure.

Section 2. Reports/Injury

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

Section 3. W/C - Sick Leave/Interaction

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

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

ARTICLE 21
MEDICAL INSURANCE

Section 1. Insurance Plan

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

Employees shall be responsible for paying 18% of the monthly working rate of any HMO offered by the City including Blue Cross/Blue Shield Health Flex Blue or such successor product as is offered by the City. The City will contribute 82% of said monthly working rate. Employee contributions shall be on a pre-tax basis. Employees first hired into the unit on or after September 1, 2011 shall contribute 25% of the cost of health insurance.

The City will provide union employees who have alternative health insurance coverage, not paid for in full or in part by the City of Cambridge, to elect to waive its health insurance, in return for a \$1,800 per year (\$150.00 per month) payment in lieu of insurance. Employees who lose the alternative coverage through no fault of their own may opt back into the City plan without waiting periods of pre-existing condition restrictions, or without restriction at open enrollment, whereupon the payment in lieu of insurance will cease. Should, during the life of this contract, any City or School unit reach voluntary agreement with the City for an insurance waiver rate greater in dollar value than that provided to this union, the City and the union agree to re-open the contract for the limited purpose of discussing the insurance waiver rate.

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

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

ARTICLE 22
PENSION PLAN - RETIREMENT

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

ARTICLE 23
PARKING

Employees will be permitted to park in accordance with the attached provisions (Attachment B). These provisions shall not be continued beyond June 30, 2023 without the express written agreement of both the City and the Union.

ARTICLE 24
LICENSES

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

ARTICLE 25
TOOLS

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

ARTICLE 26
TRAINING AND EDUCATION FUNDS

Section 1. Training/Education Funds

Training and education funds shall be available for the cost of courses successfully completed and seminars taken which are related to the licensing requirements and employment of the employee. Employees will be paid their regular hourly wage for courses taken during normal working hours, and for which the employee has received prior approval of the Department Head and Director of Personnel.

Section 2. Funds Allocation

The City agrees to allocate up to a maximum of one thousand five hundred dollars (\$1,500) per person annually for tuition reimbursement.

ARTICLE 27
SAFETY MEASURES

Section 1. Safety Equipment

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

Section 2. Use of Safety Equipment

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

**ARTICLE 28
STABILITY OF AGREEMENT**

Section 1. Amendments, Alteration, Variations

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

Section 2. Waivers/Relinquishments

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

**ARTICLE 29
SEPARABILITY**

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

**ARTICLE 30
COPIES OF AGREEMENT**

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

**ARTICLE 31
BARGAINING OBLIGATIONS**

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

This contract incorporates the complete and entire agreement between the parties. As to subjects for bargaining not expressly and specifically set forth in this Agreement, the parties agree to bargain consistent with their obligations under state law.

ARTICLE 32
DRUG AND ALCOHOL TESTING

Section 1. Drug Testing

The parties have agreed that the procedures as set forth in this Article shall be the methodology for all drug testing.

Any employee suffering from drug abuse may use the City's Employee Assistance Program or any counseling and rehabilitation program recommended by such employee's personal physician. For all employees who enter a drug rehabilitation program, the costs of the program shall be paid for by the employees' insurance program. The City shall pay for any costs of initial treatment and rehabilitation over and above the costs covered by such insurance. Employees shall be entitled to use accrued benefit time and/or sick time for the necessary time off involved in the rehabilitation program.

Section 2. Employees Who May Be Tested

Employees covered by this Collective Bargaining Agreement are subject only to probable cause testing as provided herein.

Section 3. Testing

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

Section 4. Screening Test

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

Substance	Initial Test Level (ng/ml)
Marijuana metabolites	50
Cocaine metabolites	300
Opiate metabolites	300
Phencyclidine	25
Amphetamines	1000

*25 ng/ml is Immunoassay specific for free morphine

Section 5. Confirmatory Test

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

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

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

In the event the initial urine test indicates a positive response the confirmatory test must be done.

Section 6. Laboratory Testing

All laboratories selected by the City for analyzing drug-testing specimens will be SAMHSA certified.

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

Section 7. Probable Cause Testing

Upon probable cause, the City will require an employee to be tested for the use of controlled substances.

Probable cause requirements include facts and circumstances sufficient to warrant a reasonable and prudent person's belief that the Individual to be tested more probably than not has used illicit drugs. The belief must be based upon reliable, specific and objective facts.

The employee's conduct must be witnessed by at least two (2) supervisory or managerial employees. The witnesses must have received training in observing a person's behavior to determine if a medical evaluation is required. When the supervisors confront an

employee, a Union representative should be made available. If no Union representative is available, the employee may select another bargaining unit member to accompany them.

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

Section 8. Disciplinary Action

Employees may be subject to discipline up to and including discharge for just cause, if they test positive for drugs pursuant to probable cause testing.

In evaluating just cause, the City will take into account the employee's actual participation in and successful completion of a rehabilitation program. If an employee refuses to submit to a drug test under this Agreement, it shall be considered insubordination, warranting discipline under the just cause standard.

Section 9. Preparation for Testing

The City reserves the right to utilize on-site or off-site collection facilities.

Upon arrival at the collection site, an employee must provide the collection agent with photo identification and an unsigned authorization form for urinalysis drug screening. The authorization form will be provided to the employee by the supervisory witnesses. If the employee arrives without the above-listed items, the collection agent shall contact the City's Employee Relations Manager or the City's Director of Personnel.

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

A standard Department of Transportation approved urine custody and control form shall be supplied by the appropriate laboratory. This form must be used by all collection facilities.

Section 10. Specimen Collection Procedures

The City agrees to use the Specimen Control Checklist. The checklist is to be used with the affected employees at the collection site by the person performing the collection services for the City.

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

All procedures for urine collection will follow Department of Transportation guidelines to ensure the employee's privacy. An employee who gives probable cause to

believe that s/he may have adulterated or substituted a sample will be required to provide a specimen under direct observation by a same-gender collection agent.

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

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

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

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

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

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

The reasons to believe that a specimen has been adulterated include conduct clearly and unequivocally indicating an attempt to substitute or adulterate the sample, e.g., abnormal

urine color or urine temperature outside the acceptable range. All specimens suspected of being adulterated shall be packaged and forwarded to the laboratory for testing.

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

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

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

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

Section 11. Specimen Shipping Preparations

After measuring temperature and visually inspecting the urine specimen, the collection agent shall tighten and seal the specimen shipping container.

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

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

The collection agent shall place the urine specimen in the sealable pocket of the specimen bag and then seal the bag.

The collection agent shall place laboratory copies of the urine custody and control form in the black sleeve of the double-pouch bag.

The collection agent shall place the sealed specimen bag in the shipping box and seal the box with the tape provided.

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

Section 12. Medical Review Officer

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

The MRO is responsible for performing the following functions:

1. Reviewing the results of the City's drug testing program.
2. Reviewing all positive and negative drug test reports, and making all reports of drug test results to the City.
3. Authorizing the confirmatory testing of second samples when initial test results are positive.
4. Notifying employees within a reasonable time of confirmed positive or negative test results.
5. Reviewing and interpreting each confirmed positive test result in order to determine if there is an alternative medical explanation for the specimen's testing positive. The MRO shall perform the following functions as a part of the review of a confirmed positive test result:
 - a. Provide an opportunity for the employee to discuss a positive result.
 - b. Review the employee's medical history and relevant biomedical factors.
 - c. Review all medical records made available by the employee to determine if a confirmed positive test resulted from legally prescribed medication or other possible explanation.
 - d. Verify that the laboratory report and assessment are correct. The MRO shall be authorized to request that the original specimen be reanalyzed to determine the accuracy of the reported test result.
 - e. Process an employee's request to test the split sample. Such testing will be conducted at the employee's expense. The employee shall be reimbursed by the City for any such expense should the retest produce a negative result. If a reanalysis is negative, then the MRO will declare the test cancelled.

Section 13. MRO Determination

If the MRO determines, after appropriate review, that there is a legitimate medical explanation for the confirmed positive test result, the MRO shall report the test to the City as a negative. No further information concerning legal medications used by the employee or the employee's medical condition shall be transmitted to the City by the MRO.

If the MRO determines, after appropriate review, that there is no legitimate medical explanation for the confirmed positive test result, the MRO shall report the positive test result to the City.

Based on a review of laboratory reports, quality assurance and quality control data and other drug test results, the MRO may conclude that a particular confirmed positive drug test result is scientifically insufficient for further action. Under these circumstances, the MRO shall conclude that the test is negative for the presence of drugs or drug metabolites in the employee's system.

When there is a question as to the validity or accuracy of a positive test result, only the MRO is authorized to order a re-analysis of the original sample.

Section 14. Employee's Record Retention

The MRO is the sole custodian of the employee's test results. The MRO shall retain reports of individual positive results for a minimum of five (5) years. Individual negative test results shall be maintained for a maximum of twelve (12) months.

Section 15. Release of Drug Testing Information

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

Section 16. Paid for Time

The employee will be paid his/her regular straight time hourly rate of pay in the following manner:

1. For all time at the collection site.
2. a) If the collection site is reasonably en route between the employee's home and the work-site, and the employee is going to or from work, pay for travel time one way between the work-site and the collection site or the collection site to the work-site; or
b) If the collection site is not reasonably en route between the employee's home and the work-site, pay for travel time both ways between the work-site and the collection site.

Section 17. Alcohol Testing

The parties agree that the procedures as set forth in this Article shall be the methodology for all alcohol testing.

Any employee suffering from alcohol abuse may use the City Employee Assistance Program or any counseling and rehabilitation recommended by such employee's personal physician. For all employees who enter an alcohol rehabilitation program, the costs of the program shall be paid by the employee's insurance program. The City shall pay for any costs of initial treatment and rehabilitation over and above the costs covered by such insurance. Employees shall be entitled to use accrued benefit time and/or sick time for the necessary time off involved in the rehabilitation program.

Section 18. Employees Who May Be Tested

Employees covered by this Collective Bargaining Agreement are subject only to probable cause testing as provided herein.

Section 19. Testing

Because of the consequences that a positive test result has on an employee, the City will employ a very accurate, two-stage testing program. Breath samples will be collected by a Breath Alcohol Technician (BAT), who has been trained in the use of the Evidential Breath Testing (EBT) device, in a course equivalent to the Department of Transportation's model course. All samples will be tested according to DOT alcohol testing requirements.

Section 20. Screening Test

The initial screening test uses an Evidential Breath Testing (EBT) device to determine levels of alcohol. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for alcohol:

Breath Alcohol Levels
Less than 0.04-Negative
0.04 and above-Positive, requiring confirmatory testing.

Section 21. Confirmatory Test

All specimens identified as positive on the initial screening test, showing an alcohol concentration level of 0.04 or higher, shall be confirmed using an EBT that is capable of providing a printed result in triplicate, is capable of assigning a unique and sequential number to each test, and is capable of printing out. On each copy of the printed test result the manufacturer's name for the device, the device's serial number, and the date and time of the test shall be displayed.

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

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

Breath Alcohol Levels
Less than 0.04-Negative
0.04 and above-Positive

Section 22. Probable Cause Testing

Upon probable cause, the City will require an employee to be tested for the use of alcohol.

Probable cause requirements include facts and circumstances sufficient to warrant a reasonable and prudent person's belief that the individual to be tested more probably than not has used alcohol. The belief must be based upon reliable, specific and objective facts.

The employee's conduct must be witnessed by at least two (2) supervisors and/or managerial employees. The witnesses must have received training in observing a person's behavior to determine if a medical evaluation is required. When the supervisors confront an employee, a Union representative should be made available. If no Union representative is available, the employee may select another bargaining unit member to accompany him or her.

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

Section 23. Disciplinary Action

Employees may be subject to discipline up to and including discharge for just cause.

Refusal to submit to a probable cause alcohol test shall be deemed insubordination, warranting discipline under the just cause standard.

An employee taken out of service for a positive test result must have a negative test prior to returning to work. If the test proves negative, the employee shall be reimbursed for all costs relating to that test.

Section 24. Preparation for Testing

The City reserves the right to utilize on-site or off-site testing facilities. Under no circumstances shall the City utilize City personnel to serve as a Breath Alcohol Technician (BAT). City forms used in the testing procedure shall be mutually agreed upon by both parties to this Agreement.

Upon arriving at the test site, the employee must provide the BAT with photo identification.

If the employee arrives without the photo identification, the BAT shall contact the City's Employee Relations Manager or the City's Director of Personnel.

A consent form will be provided to the BAT by the City. The employee shall sign the consent form and the BAT shall sign as witness. A standard Department of Transportation approved alcohol testing form shall be used by all testing facilities.

Section 25. Specimen Testing Procedures

The City agrees to implement the Specimen Testing Checklist. The checklist is to be used with the affected employee at the testing site by the person performing the testing services for the City.

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

All procedures for alcohol testing will follow Department of Transportation guidelines to ensure the employee's privacy.

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

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

The employee shall provide an adequate amount of breath for the EBT device. If the employee is unable to provide sufficient amount of breath, the BAT shall direct the employee to again attempt to provide a complete sample. If the employee fails for any reason to provide the requisite amount of breath, the BAT shall contact the City. If an employee is unsuccessful in providing the requisite amount of breath, the City then must have the employee obtain, as soon as practical, an evaluation from a licensed physician chosen by the City concerning the employee's medical ability to provide an adequate amount of breath. If the physician determines that a medical condition has, or with a high degree of probability, could have precluded the employee from providing an adequate amount of breath, the employee's failure to provide an adequate amount of breath will not be deemed a refusal to take the test.

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

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

Section 26. Medical Review Officer

The Medical Review Officer (MRO) must be a licensed doctor of medicine or osteopathy with knowledge of alcohol abuse disorders.

The MRO is responsible for performing the following functions:

1. Reviewing the results of the City's alcohol testing program.
2. Reviewing all positive and negative alcohol test reports, and making all reports of alcohol results to the City.
3. Authorizing the confirmatory testing of the second sample when an initial test result is positive.
4. Within a reasonable time, notifying an employee of a confirmed positive or negative test result.

Section 27. Employee's Record Retention

The MRO is the sole custodian of the employee's test results. The MRO shall retain reports of individual positive test results for a minimum of five (5) years. Individual negative test results shall be maintained for a maximum of twelve (12) months.

Section 28. Record Retention of Test Procedures

The City or its agent is required to maintain the following records for two (2) years:

1. Records of the inspection and maintenance of each EBT used in employee testing.
2. Documentation of the City's compliance with the Quality Assurance Plan (QAP) for each EBT used for alcohol testing.
3. Records of the training and proficiency testing of each BAT used in employee testing.
4. Any required log books.

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

Section 29. Release of Alcohol Testing Information

The BAT shall inform the employee before testing that the City will be notified if the confirmatory test is at or above 0.04, since the employee will be removed from service.

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

Section 30. Paid For Time

The employee will be paid his/her regular straight time hourly rate of pay in the following manner:

1. For all time at the collection site.
2. a) If the collection site is reasonably en route between the employee's work site, and the employee is going to or from work, pay for travel time one way between the work site and the collection site or the collection site to the work site; or
b) If the collection site is not reasonably en route between the employee's home and the employee's work site, pay for travel time both ways between the work site and the collection site.

Section 31. Retention of Employee's Negative Drug or Alcohol Testing Records

In the event that any initial or confirmatory drug or alcohol test proves negative or in the event that either initial or confirmatory test results are proved to be false positives, the employee's name and identification shall be removed from all City records of the initial test or confirmatory test. No evidence of probable cause suspicion of the employee whose test result has proved negative shall be retained in any Inspectional Services or City personnel file.

ARTICLE 33
SUMMARY of ECONOMIC ITEMS

General Wage Increases:

July 1, 2020	2.5% on base wages
July 1, 2021	1.0% on base wages
January 1, 2022	1.0% on base wages
July 1, 2022	1.5% on base wages
January 1, 2023	1.0% on base wages

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

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

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

Paychecks

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

Reopener language

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

Clothing/Work Related Expenses:

July 1, 2020	\$1100 per year
July 1, 2021	\$1150 per year
July 1, 2022	\$1200 per year

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

Transportation/Gas Allowance:

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

Cell Phone Expenses:

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

Computer Literacy and Typing

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

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

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

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

Essential Services Stipend

In recognition that members of the bargaining unit may be required to perform field work when other employees have been asked to stay home for reasons related to health and safety, the City will pay each member of the unit an annual stipend of \$750, payable in September. This stipend will not continue beyond June 30, 2023 unless expressly agreed upon by both parties.

Additional Stipends

In addition to any other stipends contained in this agreement, any employee who receives and maintains certification in the following categories shall receive the following stipends. These stipends shall be regarded as pensionable income and subject to retirement deductions as well as income tax. The stipends shall be paid once annually, in July or August, based upon an employee's eligibility.

There will be a limit of two stipends per employee; one of which will be in the OSHA category, and one that will be in the job specific category.

OSHA Category Stipends

OSHA 10/CPR

Employees who take and pass the OSHA 10 class, and who obtain and maintain American Red Cross certification in cardiopulmonary resuscitation (CPR) will receive an annual stipend of \$400. Classes for both OSHA 10 and CPR will be taken on the employee's time.

OR

OSHA Certification 30-Hour Training

Employees who receive an OSHA 30 certification shall receive a \$475 annual stipend, good for five years after certification. In order to maintain the stipend after that time the employee will have to retake the training.

Job Specific Stipends

Certified Building Official/Registered Sanitarian

Persons who qualify based upon prerequisite examination and certification as a Certified Building Official (CBO) or Registered Sanitarian will receive a \$1600 per annum stipend, payable the 4th week in July, and prorated for the first year of qualification. Classes are to be taken on the employee's time. Classes for maintaining on-going certification in the employee's primary field may be taken during regular work hours; classes in the other (or secondary) field shall be taken on the employee's time. The City reserves the right to assign dually-qualified employees to Inspection/Sanitation work as appropriate, and at the City's discretion.

Wiring Inspectors

Master Electrician License \$400 annually

or

Certified Building Official (CBO) \$1600 annually

Plumbing Inspectors

Master Plumbing License \$400 annually

or

Master Gas Fitters License \$400 annually

or

Certified Building Official (CBO) \$1600 annually

Building Inspectors and Zoning Specialist

Construction Supervisors License \$400 annually

or

Certified Building Official (CBO) \$1600 annually

Code, Housing and Sanitary Inspectors

MHOA Housing Inspector
Training and Certification \$400 annually, good for five years after certification. In order to maintain the stipend after that time the employee will have to retake the training.

or

Pesticide Applicator License \$400 annually, good for three years after certification or upon license expiration, whichever is earlier. In order to maintain the stipend after that time the employee will have to be re-licensed.

or

Certified Professional –
Food Safety (CP-FS) \$400 annually, good for two years after certification or upon license expiration, whichever is earlier. In order to maintain the stipend after that time, the employee will have to be recertified.

or

Registered Sanitarian \$1600 annually

Long Term Disability Insurance

Employees will be enrolled in the same long-term disability insurance program as the City provides to managerial employees, subject to the same conditions and limitations of benefits. Enrollment in this program is compulsory for employees covered by this agreement. Employees will pay fifty per cent (50%) of the premium cost of the coverage, payable monthly.

Should the City end its long term disability insurance program during the life of this contract, the dollar value of the City share of this expense will be applied to wage rates. Should the employees, after the City ends its long term disability plan, vote to join the Local 877 non-work related long term disability plan, the City will cooperate by making a payroll deduction available for employees to make the 100% employee contribution. Should the Local 877 plan

not be offered or accepted, the City will work with the Union to set up another 100% employee paid, non-work related long term disability plan, in lieu of the City plan which was ended.

ARTICLE 34
DRIVER’S LICENSE VERIFICATION SYSTEM

The City intends to implement the Driver Verification System (DVS) through the Massachusetts Registry of Motor Vehicles which will provide the City with an automated notification when the status of an employee’s driver’s license changes. The implementation of this program is not intended to alter any existing rights or duties of either the City or members of the unit with respect to discipline or reporting requirements.

ARTICLE 35
DURATION AND EFFECTIVE DATE OF AGREEMENT

Section 1. Effective

The Agreement shall be effective July 1, 2020 and shall continue in full force and effect until and including June 30, 2023, and from year to year thereafter unless either party by written notice to the other at least sixty (60) days prior to the termination date hereof gives notice of its desire to modify this Agreement.

Section 2. Collective Bargaining

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

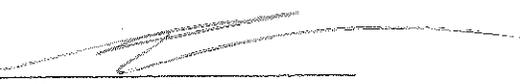
Witness our hands and seals this 12th day of November, 2020

CITY OF CAMBRIDGE

The Area Trades Council

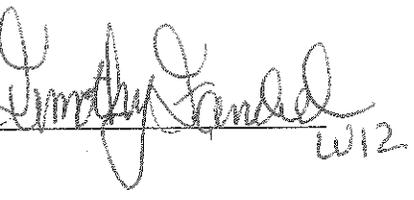
By: 
Louis A. DePasquale
City Manager

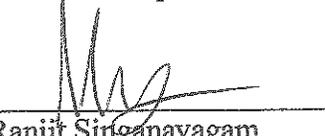
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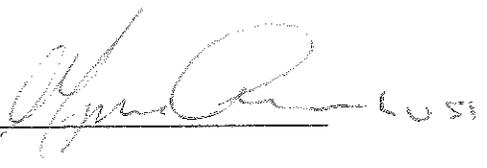
By: 
Sheila Keady Rawson
Personnel Director

By: 
877

By: 
Jamie Matthews
Deputy Director
Personnel Department

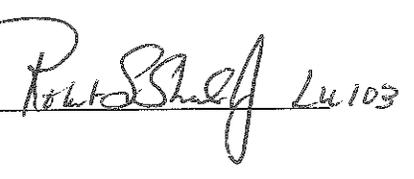
By: 
W12

By: 
Ranjit Siriganayagam
Commissioner
Inspectional Services Department

By: 
LU 51

APPROVED AS TO FORM:


Nancy E. Glowa
City Solicitor

By: 
LU 103

Attachment A – Wage Schedule

<u>Job Title</u>	<u>Step</u>	<u>7/1/2020</u> <u>Hourly</u> <u>Rate</u>	<u>7/1/2021</u> <u>Hourly</u> <u>Rate</u>	<u>1/1/2022</u> <u>Hourly</u> <u>Rate</u>	<u>7/1/2022</u> <u>Hourly</u> <u>Rate</u>	<u>7/1/2023</u> <u>Hourly</u> <u>Rate</u>
Access Analyst	1	\$ 32.6930	33.0199	33.3501	33.8504	34.1889
Access Analyst	2	\$ 34.0376	34.3780	34.7217	35.2426	35.5950
Access Analyst	3	\$ 35.3820	35.7358	36.0932	36.6346	37.0009
Access Analyst	4	\$ 36.7266	37.0938	37.4648	38.0268	38.4070
Code Inspector/Constable	1	\$ 28.2617	28.5443	28.8298	29.2622	29.5548
Code Inspector/Constable	2	\$ 29.7058	30.0028	30.3029	30.7574	31.0650
Code Inspector/Constable	3	\$ 32.2655	32.5881	32.9140	33.4077	33.7418
Code Inspector/Constable	4	\$ 33.1675	33.4991	33.8341	34.3416	34.6850
Code Inspector/Constable	5	\$ 34.0635	34.4042	34.7482	35.2694	35.6221
Code Inspector/Constable	6	\$ 35.4821	35.8369	36.1953	36.7382	37.1056
Code Inspector/Constable	7	\$ 36.9262	37.2955	37.6684	38.2335	38.6158
Sanitary/Housing Inspector Con	1	\$ 28.2617	28.5443	28.8298	29.2622	29.5548
Sanitary/Housing Inspector Con	2	\$ 29.7058	30.0028	30.3029	30.7574	31.0650
Sanitary/Housing Inspector Con	3	\$ 32.2655	32.5881	32.9140	33.4077	33.7418
Sanitary/Housing Inspector Con	4	\$ 33.1675	33.4991	33.8341	34.3416	34.6850
Sanitary/Housing Inspector Con	5	\$ 34.0635	34.4042	34.7482	35.2694	35.6221
Sanitary/Housing Inspector Con	6	\$ 35.4821	35.8369	36.1953	36.7382	37.1056
Sanitary/Housing Inspector Con	7	\$ 36.9262	37.2955	37.6684	38.2335	38.6158
Assistant Building Insp	1	\$ 29.5638	29.8594	30.1580	30.6104	30.9165
Assistant Building Insp	2	\$ 30.7634	31.0710	31.3818	31.8525	32.1710
Assistant Building Insp	3	\$ 31.9630	32.2826	32.6055	33.0945	33.4255
Assistant Building Insp	4	\$ 33.1626	33.4942	33.8292	34.3366	34.6800
Assistant Building Insp	5	\$ 34.3622	34.7058	35.0529	35.5787	35.9345
Assistant Building Insp	6	\$ 35.5618	35.9174	36.2766	36.8208	37.1890
Assistant Building Insp	7	\$ 36.7614	37.1290	37.5003	38.0628	38.4435
Building Inspector	1	\$ 34.0957	34.4366	34.7810	35.3027	35.6558
Building Inspector	2	\$ 35.6448	36.0012	36.3612	36.9066	37.2757
Building Inspector	3	\$ 37.1939	37.5658	37.9414	38.5106	38.8957
Building Inspector	4	\$ 38.7426	39.1300	39.5213	40.1141	40.5153
Building Inspector	5	\$ 40.2918	40.6948	41.1017	41.7182	42.1354
Building Inspector	6	\$ 41.8407	42.2592	42.6817	43.3220	43.7552
Building Inspector	7	\$ 43.3907	43.8246	44.2628	44.9268	45.3761
Plumbing & Gas Inspector	1	\$ 34.0957	34.4366	34.7810	35.3027	35.6558
Plumbing & Gas Inspector	2	\$ 35.6448	36.0012	36.3612	36.9066	37.2757
Plumbing & Gas Inspector	3	\$ 37.1939	37.5658	37.9414	38.5106	38.8957
Plumbing & Gas Inspector	4	\$ 38.7426	39.1300	39.5213	40.1141	40.5153
Plumbing & Gas Inspector	5	\$ 40.2918	40.6948	41.1017	41.7182	42.1354
Plumbing & Gas Inspector	6	\$ 41.8407	42.2592	42.6817	43.3220	43.7552

Plumbing & Gas Inspector	7	\$	43.3907	43.8246	44.2628	44.9268	45.3761
Wire Inspector	1	\$	36.3438	36.7072	37.0743	37.6304	38.0067
Wire Inspector	2	\$	37.1435	37.5149	37.8900	38.4584	38.8430
Wire Inspector	3	\$	37.9429	38.3224	38.7056	39.2862	39.6790
Wire Inspector	4	\$	38.7426	39.1300	39.5213	40.1141	40.5153
Wire Inspector	5	\$	39.5424	39.9378	40.3372	40.9423	41.3517
Wire Inspector	6	\$	41.8407	42.2592	42.6817	43.3220	43.7552
Wire Inspector	7	\$	43.3907	43.8246	44.2628	44.9268	45.3761
Code Inspector	1	\$	28.1249	28.4062	28.6902	29.1206	29.4118
Code Inspector	2	\$	29.5642	29.8598	30.1584	30.6108	30.9169
Code Inspector	3	\$	32.1240	32.4453	32.7697	33.2613	33.5939
Code Inspector	4	\$	33.0260	33.3563	33.6898	34.1952	34.5371
Code Inspector	5	\$	33.9223	34.2615	34.6041	35.1232	35.4744
Code Inspector	6	\$	35.3212	35.6744	36.0312	36.5716	36.9374
Code Inspector	7	\$	36.7605	37.1281	37.4994	38.0619	38.4425
Sanitary/Housing Inspector	1	\$	28.1249	28.4062	28.6902	29.1206	29.4118
Sanitary/Housing Inspector	2	\$	29.5642	29.8598	30.1584	30.6108	30.9169
Sanitary/Housing Inspector	3	\$	32.1240	32.4453	32.7697	33.2613	33.5939
Sanitary/Housing Inspector	4	\$	33.0260	33.3563	33.6898	34.1952	34.5371
Sanitary/Housing Inspector	5	\$	33.9223	34.2615	34.6041	35.1232	35.4744
Sanitary/Housing Inspector	6	\$	35.3212	35.6744	36.0312	36.5716	36.9374
Sanitary/Housing Inspector	7	\$	36.7605	37.1281	37.4994	38.0619	38.4425
Zoning Specialist	1	\$	33.0826	33.4134	33.7476	34.2538	34.5963
Zoning Specialist	2	\$	35.2650	35.6176	35.9738	36.5134	36.8785
Zoning Specialist	3	\$	37.4473	37.8218	38.2000	38.7730	39.1608
Zoning Specialist	4	\$	39.6297	40.0260	40.4263	41.0327	41.4430
Zoning Specialist	5	\$	41.8119	42.2300	42.6523	43.2921	43.7250
Zoning Specialist	6	\$	43.9943	44.4342	44.8785	45.5517	46.0072
Zoning Specialist	7	\$	46.1766	46.6384	47.1048	47.8113	48.2894
Zoning and Building Associate	1	\$	29.5638	29.8594	30.1580	30.6104	30.9165
Zoning and Building Associate	2	\$	30.7634	31.0710	31.3818	31.8525	32.1710
Zoning and Building Associate	3	\$	31.9630	32.2826	32.6055	33.0945	33.4255
Zoning and Building Associate	4	\$	33.1626	33.4942	33.8292	34.3366	34.6800
Zoning and Building Associate	5	\$	34.3622	34.7058	35.0529	35.5787	35.9345
Zoning and Building Associate	6	\$	35.5618	35.9174	36.2766	36.8208	37.1890
Zoning and Building Associate	7	\$	36.7614	37.1290	37.5003	38.0628	38.4435
Compliance Inspector	1	\$	24.8749	25.1237	25.3749	25.7555	26.0131
Compliance Inspector	2	\$	26.3142	26.5773	26.8431	27.2457	27.5182
Compliance Inspector	3	\$	28.8740	29.1628	29.4544	29.8962	30.1952
Compliance Inspector	4	\$	29.7760	30.0738	30.3745	30.8301	31.1384
Compliance Inspector	5	\$	30.6723	30.9790	31.2888	31.7581	32.0757
Compliance Inspector	6	\$	32.0712	32.3919	32.7159	33.2066	33.5387
Compliance Inspector	7	\$	33.5105	33.8456	34.1840	34.6968	35.0438

Attachment B – TP&T Parking Policies for ISD

Goals:

- Metered parking should be available for the visitors to ISD (and other businesses in the area –the Lombardi Building, City Hall, Y, Senior Center, PO, etc.). The meter fees and the time limits are key to making sure these scarce parking spaces can be used by many short term visitors each day.
- Employee parking should occur at the Green St Garage. For those with citywide permits, parking is allowed in the residential permit areas. Employees parking at parking meters are not exempt from the meter fees and the posted time limits.
- ISD employees who work in the field need to be at the office for counter duty in the morning from 8:00 – 9:30am and in the evening from 3:30 – 4:30pm (adjusted hours on Mondays and Fridays). During those times they need to park near their office.

Program elements:

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

Parking at the Lombardi Building

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

Parking while Working in the Field

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

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

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

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

Attachment C – Side Letter Regarding Friday Dress/Clothing Standards

The parties have agreed to establish a joint labor management subcommittee to discuss appropriate dress/clothing standards for Fridays, including the circumstances under which blue jeans may be worn.