

A G R E E M E N T

Between

City of Cambridge

And the

Teamsters Local 25

on behalf of

Emergency Communications Supervisors

of the

International Brotherhood of Teamsters

Effective: July 1, 2018

Expiration: June 30, 2021

AGREEMENT	1
ARTICLE 1	1
RECOGNITION	1
Section 1. Recognition - Bargaining Unit.....	1
Section 2. City Notification Bargaining Representative.....	1
ARTICLE 2	1
DEFINITIONS	1
ARTICLE 3	2
UNION MEMBERSHIP and DUES	2
Section 1. Union Membership	2
Section 2. Dues Authorization Form	2
Section 3. Credit Union	3
Section 4. DRIVE.....	3
ARTICLE 4	3
GRIEVANCE PROCEDURE	3
Section 1. Purpose	3
Section 2. Grievance Process.....	3
Section 3. Contents of Grievances.....	4
Section 4. Time Limits	4
Section 5. Employee Introduction of a Grievance	4
Section 6. Precedent	4
Section 7. Matters Not Subject to Grievance or Arbitration.....	4
ARTICLE 5	5
ARBITRATION	5
Section 1. Timely Submission	5
Section 2. Selection of Arbitrator	5
Section 3. Arbitrator's Power/Authority	5
Section 4. Extension of Time Limits	5
ARTICLE 6	6
FAIR PRACTICES.....	6
Section 1. Voluntary Membership.....	6
Section 2. Non-discrimination	6
ARTICLE 7	6
MANAGEMENT RIGHTS	6
ARTICLE 8	7
UNION REPRESENTATIVES	7
ARTICLE 9	7
WORK STOPPAGES/LOCKOUT.....	7
ARTICLE 10	8
SENIORITY	8
Section 1. Definition, Seniority	8
Section 2. Seniority Lists.....	8
Section 3. Seniority Lost.....	8
Section 4. Adjustment of Service Dates	8
Section 5. Vacation Assignment.....	8
Section 6. Lay-off Procedure	8
ARTICLE 11	8
JOB POSTINGS AND BIDDING.....	8
Section 1. Posting	8
Section 2. Bidding	9
ARTICLE 12	9
COMPENSATION	9

Section 1. Wages	9
Section 2. Medical Preparedness/Teleserve Training	9
Section 3. Bilingual Pay	10
Section 4 Typing Stipend.....	10
Section 5. Legal Services Fund	10
Section 6. Quality Assurance Stipend.....	11
Section 7. Cleaning Allowance.....	11
Section 8. ECC Training Differential	11
Section 9. Paychecks	12
Section 10. T-Pass Reimbursement	12
Section 11. Parking.....	12
Section 12. Training Supervisor Stipend	12
Section 13. Adoption Benefit	12
Section 14. Hubway Membership.....	12
Section 15. Computer Skills Proficiency	12
ARTICLE 13	13
HOURS OF EMPLOYMENT	13
Section 1. Shift times.....	13
Section 2. Flexible Shifts.....	14
Section 3. Overtime	14
Section 4. Call-Back	14
Section 5. Emergency Communications Court Time.....	15
ARTICLE 14	15
HOLIDAYS.....	15
Section 1. Paid Holidays.....	15
Section 2. Saturday/Sunday Holiday	16
Section 3. Holiday Premium.....	16
ARTICLE 15	16
VACATIONS	16
Section 1. Initial Vacation Period	16
Section 2. Vacation Scheduling	16
Section 3. Reason for Granting.....	16
Section 4. Holiday During Vacation.....	16
Section 5. Illness During Vacation	16
Section 6. Vacation Allowances	17
Section 7. 5 Years Service	17
Section 8. 15 Years Service	17
Section 9. LOA During Vacation	17
Section 10. Vacations During Current Year	17
Section 11. Definition - Week	18
Section 12. Computing Vacation Time.....	18
Section 13. Vacation as Individual Days	18
Section 13. Vacation Buy Back	18
ARTICLE 16	18
SICK LEAVE.....	18
Section 1. Initial Eligibility.....	18
Section 2. Definition - Sick Leave.....	18
Section 3. Notification by Employee	19
Section 4. Physician's Statements	19
Section 5. Accrual - During Lay-off/LOA.....	20
Section 6. Willful Violations Rules & Regulations	21
Section 7. Sick Leave and Workers' Compensation Law	21
Section 8. Unused Sick Leave	21
Section 9. Annual Allowance	21
Section 10. Prolonged Illnesses	21
Section 11. Administrative Day.....	22

Section 12. Sick Leave Incentive.....	22
Section 13. Sick Leave Bank	22
ARTICLE 17	22
PERSONAL DAYS.....	22
ARTICLE 18	23
BEREAVEMENT LEAVE	23
Section 1. Bereavement Leave.....	23
Section 2. Other Bereavement Allowances	23
ARTICLE 19	23
PARENTAL LEAVE	23
ARTICLE 20	23
MILITARY LEAVE.....	23
Section 1. Reinstatement After Military Service	23
Section 2. Computation of Length of Service Benefits	23
Section 3. Military Leave of Absence with Pay	23
ARTICLE 21	24
TRAINING AND DEVELOPMENT	24
Section 1. Availability	24
Section 2. Allocations.....	24
Section 3. Cross-Training for ECC.....	24
ARTICLE 22	24
JURY DUTY	24
Section 1. City Pay for Working Time Lost	24
Section 2. Reporting for Work.....	25
Section 3. Court Certificates of Jury Duty Service.....	25
ARTICLE 23	25
LEAVE OF ABSENCE.....	25
Section 1. Personal Leave.....	25
Section 2. Medical Insurance Responsibilities	25
ARTICLE 24	26
MEDICAL INSURANCE	26
Section 1. Health Insurance	26
Section 2. Pretax Program - Medical Insurance.....	26
Section 3. Dental and Vision Plan	26
Section 4. Option to Waive Health Insurance.....	26
Section 5. Flexible Spending Plan	26
Section 6. Long Term Disability Voluntary Employee Paid Program.....	27
ARTICLE 25	27
WORKER'S COMPENSATION.....	27
Section 1. Compensation Entitlement.....	27
Section 2. Reports of Injury.....	27
Section 3. W/C Payments - Sick Leave Interaction	27
ARTICLE 26	27
ABSENTEEISM.....	27
ARTICLE 27	27
DRUG AND ALCOHOL TESTING.....	27
Section 1. Controlled Substance Testing	27
Section 1.1 Employees Who Must Be Tested.....	28
Section 1.2 Testing	28
Section 1.3 Screening Test	28
Section 1.4 Confirmatory Test.....	28
Section 1.5 Laboratory Testing.....	29
Section 1.6 Types of Testing Required.....	29
Section 1.7 Pre-Qualification Testing	29
Section 1.8 Reasonable Cause Testing	29
Section 1.9 Post-Accident Drug Testing.....	30

Section 1.10 Random Testing	31
Section 1.11 Notification	31
Section 1.12 Rehabilitation and Testing After Return To Duty	31
Section 1.13 Disciplinary Action	32
Section 1.14 Preparation for Testing	33
Section 1.15 Specimen Collection Procedures	33
Section 1.16 Specimen Shipping Preparations	35
Section 1.17 District Medical Review Officer	36
Section 1.18 MRO Determination	37
Section 1.19 Record Retention	38
Section 1.20 Release of Drug Testing Information	38
Section 1.21 Paid For Time	38
Section 2. Alcohol Testing	39
Section 2.1 Employees Who Must Be Tested	39
Section 2.2 Testing	39
Section 2.3 Screening Test	39
Section 2.4 Confirmatory Test	39
Section 2.5 Types of Testing Required	40
Section 2.6 Reasonable Cause Testing	40
Section 2.7 Post Accident Alcohol Testing	40
Section 2.8 Random Testing - Random Employee Selection	41
Section 2.9 Notification	42
Section 2.10 Rehabilitation and Testing after Return to Duty	42
Section 2.11 Discipline	42
Section 2.12 Preparation for Testing	44
Section 2.13 Specimen Testing Procedures	44
Section 2.14 Substance Abuse Professional (SAP) and Medical Review Officer (MRO)	45
Section 2.15 SAP/MRO Determination	46
Section 2.16 Record Retention	46
Section 2.17 Release of Alcohol Testing Information	47
Section 2.18 Paid For Time Testing	47
ARTICLE 28	47
DISCIPLINE	47
ARTICLE 29	48
MISCELLANEOUS	48
Section 1. Pension Plan	48
Section 2. Bulletin Boards	48
Section 3. Personnel File	48
Section 4. Mobile Technology/Recording of Work Time	48
Section 5. Indemnification of Employees	48
ARTICLE 30	48
STABILITY OF AGREEMENT	48
ARTICLE 31	49
SEPARABILITY	49
ARTICLE 32	49
GENERAL	49
ARTICLE 33	50
DURATION	50
Section 1. Effective Period	50
Section 2. Collective Bargaining - New Agreement	50

AGREEMENT

This Agreement entered into between the CITY OF CAMBRIDGE, MASSACHUSETTS, (hereinafter referred to as the CITY), and Emergency Communications Supervisors, TEAMSTERS LOCAL Union No. 25 affiliated with IBT (hereinafter referred to as the UNION) has as its purposes the promotion of harmonious relations with the City and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE 1 RECOGNITION

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 regular full-time and regular part-time positions in the Emergency Communications Department in the classifications listed below, but specifically excluding the Director of Emergency Communications and 911, the Assistant Director of Operations, and all others.

The certified bargaining unit shall consist of: Emergency Communications Supervisors

Section 2. City Notification Bargaining Representative

The City will advise all new employees at the time of employment 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 employee to become a member of the Union and will not discourage, discriminate or in any way interfere with the right of any employee to become and remain a member of the Union. The Union recognizes the right of any employee to refrain from becoming and/or remaining a member of the Union and will not discriminate on account of the exercise of such right.

ARTICLE 2 DEFINITIONS

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

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

Probationary Employee shall mean an employee filling a permanent position is considered a probationary employee until that person has been actually worked, on a full-time basis for twelve months.

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

Part-time Employee an employee who is scheduled to work at least 20 hours per week or more.

**ARTICLE 3
UNION MEMBERSHIP and DUES**

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 as follows:

Upon receipt by the City of a signed voluntary authorization by an employee, the City agrees to deduct from the pay of all employees covered by this Agreement the dues, initiation fees and/or uniform assessments of the Local Union having jurisdiction over such employees and agrees to remit to said Local Union on a monthly basis all such deductions taken. No deduction shall be made which is prohibited by applicable law. Where an employee who is on check-off is not on the payroll during the week in which the deduction is to be made or has no earnings or insufficient earnings during that week or is on a leave of absence, the employee must make arrangements with the Local Union to pay such dues in advance.

Section 2. Dues Authorization Form

The following authorization of dues form shall be used.

**Union Local 25
International Brotherhood of Teamsters
544 MAIN STREET • BOSTON, MASSACHUSETTS 02129-1113**

CHECK-OFF AUTHORIZATION AND ASSIGNMENT

NAME (PRINT) _____

ADDRESS _____

CITY/STATE/ZIP _____

WHERE EMPLOYED _____ DATE EMPLOYED _____

I, the undersigned member of Local Union 25, International Brotherhood of Teamsters hereby authorize my employer to deduct from my wages and to pay to Local 25, initiation fees and membership dues, including uniform assessments, in such amounts as may be established by such Local Union from time to time and in accordance with the agreement between such Local Union and my employer.

This authorization and assignment shall be irrevocable for the term of the applicable contract between the Union and the Company, or for one year, whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is the lesser, unless I give written notice to the Company and the Union at least 60 days and not more than 75 days before any periodic renewal date of this authorization and assignment of my desire to revoke the same.

Union dues are not deductible as charitable contributions for federal income tax purposes.

SIGNED _____

Social Security No. _____ Date _____

White—COMPANY COPY Yellow—UNION COPY

Section 3. Credit Union

The City agrees to deduct certain specific amounts each week from the wages of those employees who shall have given the City written authorization to make such deductions. The amounts so deducted shall be remitted to the TEAMSTERS CREDIT UNION once each week by electronic transfer methods if feasible. The City shall not make deductions and shall not be responsible for remittance to the Credit Union for any deductions for those weeks during which the employee has no earnings or in those weeks in which the employee's earnings shall be less than the amount authorized for deduction.

Section 4. DRIVE

The City agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the City of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The City shall transmit to DRIVE Chapter 25 on a monthly basis, in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from the employee's paycheck.

ARTICLE 4
GRIEVANCE PROCEDURE

Section 1. Purpose

Any grievance or dispute arising between the parties which involves the application, meaning or interpretation of this Agreement shall be settled pursuant to the provisions of this Article and Article 5. Except as provided in Article 27, this procedure shall be the exclusive procedure to be followed involving suspensions, dismissals, removals or terminations.

Section 2. Grievance Process

A grievance shall be settled in the following manner:

Step 1: An aggrieved employee or the Union shall file any grievance on a standard grievance form, in writing, with the Director of Emergency Communications and 911 or his/her designee within fourteen (14) calendar days of the act or occurrence giving rise to the grievance or when the employee should have become aware of the grievance using due diligence and concern. Within fourteen (14) calendar days of filing, a written decision shall be forwarded to the grievant and the Union.

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

Section 3. Contents of Grievances

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

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

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 mutually agreed in writing to extend the time limits. Upon the written request of either party, the above time limits shall be reasonably extended.

Section 5. Employee Introduction of a Grievance

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

Section 6. Precedent

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

Section 7. Matters Not Subject to Grievance or Arbitration

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

- a) a matter involving the exercise of discretion or management rights by an Agent of the City;
- b) the failure or refusal by the City to renew the contract;
- c) the dismissal or discipline of a probationary employee;
- d) any incident which occurred or failed to occur prior to the effective date of this Agreement;
- e) notwithstanding any other provisions of this Agreement to the contrary, issues subject to Retirement Board, Department of Industrial Accidents, Commonwealth of Massachusetts Human Resource Division (HRD) or other similar subject matters which have rights of appeal, shall not be the subject of arbitration.
- f) changes in assigned duties of existing positions or the creation of new positions;
- g) the substance of an evaluation;
- h) layoff, or reassignment for non-disciplinary reasons, after alternative methods have been considered.

ARTICLE 5
ARBITRATION

Section 1. Timely Submission

Any grievance which has not been settled under Article 4 may be submitted by the City or the Union to arbitration in the manner set forth below within fifteen (15) calendar days after the response of the City Manager or his/her designee is due.

Section 2. Selection of Arbitrator

The parties shall attempt to select an arbitrator within seven (7) working days after the notice of arbitration has been given. If parties cannot agree upon an arbitrator, either party may submit the matter to the American Arbitration Association in accordance with its rules and regulations, and a copy thereof shall be given to the City by delivery in hand or by mail, postage prepaid, addressed to the City Manager.

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

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

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

Section 3. Arbitrator's Power/Authority

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

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

Section 4. Extension of Time Limits

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

ARTICLE 6
FAIR PRACTICES

Section 1. Voluntary Membership

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

Section 2. Non-discrimination

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

ARTICLE 7
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 create and amend job descriptions and ensure that duties related to operations are performed whether enumerated in job descriptions or not; to take actions necessary to carry out its responsibilities in situations of emergency; to require the full cooperation of all employees in disciplinary investigations, e.g. providing statements or answering questions about job performance or conduct; to suspend, demote and discharge employees for just cause, to relieve employees from duties 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 sub-contracting if deemed necessary, except during a layoff in the unit where such subcontracting would be performed. 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.

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

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

ARTICLE 8 UNION REPRESENTATIVES

The City recognizes the right of the Union to designate a job steward and an alternate from the City's seniority list. The Union Steward (1), subject to the approval of the Director or his/her designee, may be granted reasonable time off during working hours to investigate, present and settle grievances on City property and to attend union/management scheduled meetings by the department, without loss of pay.

The authority of the Union Steward so designated by the Union shall be limited to, and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances to the City, or the designated City representative in accordance with the provisions of this collective bargaining agreement;
2. The collection of dues when authorized by appropriate Local Union action;
3. The transmission of such messages and information which shall originate with, and are authorized by the Local Union or its officers, provided such messages and information:
 - a. Have been reduced to writing, or
 - b. If not reduced to writing, are of a routine nature and do not involve work stoppages, slow-downs, refusal to perform work, or any other interference with the City's business.

The Union steward has no authority to take strike action, cause a slowdown or any other action interrupting the City's business.

The City recognizes these limitations upon the authority of the Union steward, and shall not hold the Union liable for any unauthorized acts. The City in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the Union steward has taken unauthorized strike action, slowdown, or work stoppage in violation of this Agreement. The Union reserves the right to remove the Union Steward at any time, for the good of the Union.

ARTICLE 9 WORK STOPPAGES/LOCKOUT

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

ARTICLE 10
SENIORITY

Section 1. Definition, Seniority

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

Section 2. Seniority Lists

Upon request from the Union, a list of employees arranged in the order of their seniority shall be furnished to the Union. Claims for corrections to such lists must be made to the City and the Union within ten (10) days after such posting and after such time, the lists will be regarded as correct. Any dispute if raised within the ten (10) day period concerning an employee's seniority shall be referred to the Grievance Procedure as provided herein.

Section 3. Seniority Lost

Seniority will be lost by: (a) resignation; (b) discharge for cause; (c) failure to return from an approved leave of absence as scheduled; (d) an unauthorized absence or failure to report for work as scheduled for five (5) consecutive days without previous notification to the Department Head.

Section 4. Adjustment of Service Dates

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

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

Section 5. Vacation Assignment

Employees in the order of their seniority shall have preference in selection of vacations.

Section 6. Lay-off Procedure

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

ARTICLE 11
JOB POSTINGS AND BIDDING

Section 1. Posting

Any vacant position in this unit, which the City decides to fill, shall be posted for seven (7) calendar days on a centrally located bulletin board within the Emergency Communications Department.

Section 2. Bidding

All members of this unit, including probationary employees, are eligible to apply and be considered for posted positions. The City may accept applications from outside candidates at the same time as it accepts applications from unit members. Any vacant position, which the City decides to fill, shall be filled on the basis of qualifications, ability and performance, as determined by the City. The applicant who, in the City’s estimation, meets the posted qualifications and is best matched for the specific qualities needed for the vacant position shall be selected.

ARTICLE 12
COMPENSATION

Section 1. Wages

Employees covered by this Agreement shall receive the following base wage increases:

Wages	Retroactive to July 1, 2018	2.5%
	Effective July 1, 2019	2.5%
	Effective July 1, 2020	2.5%

Should, during the life of this contract, any City or School unit reach voluntary agreement with the City for a general across-the-board base wage increase greater in percentage than that provided to this union, then the City and the union agree to reopen the contract for the limited purpose of discussing base wages for the year or years in question.

Inclement Weather

In recognition of the weather-related hazards endured by members of the unit due to the safety sensitive nature of their positions, effective July 1, 2018, employees shall receive an additional \$0.25 per hour base wage increase, after the across-the-board cost of living increase is applied.

Section 2. Medical Preparedness/Teleserve Training

Emergency Communications Supervisors will be entitled to receive a \$1500 annual allowance for satisfactory completion of medical preparedness training and Teleserve training. To qualify, employees will satisfactorily complete approved courses in CPR and Emergency Medical Dispatch, including re-certification, as well as Teleserve training. The City will provide each employee with one bona fide opportunity per year to take the training on City time (either during regular work hours or on overtime), at City expense. Should the employee fail to take advantage of this opportunity, he/she may still qualify by satisfactorily completing department approved courses on his/her own time and expense. Payment for the stipend in full will be processed after proof of certification or re-certification in both CPR and EMD is received by the Emergency Communications Department. Employees who do not submit proof of certification or re-certification for both CPR and EMD by June 30 of the fiscal year will not be eligible for the

stipend for that year. It is the intention of the City that all Emergency Communications Supervisors obtain and maintain such CPR/EMD certification. Should this not occur voluntarily, the City reserves the right to reopen negotiations over the matter of making such certification mandatory.

Annually, employees will re-qualify for the medical preparedness course to be eligible to receive the annual allowance. Annual allowances will be cycled between July 1 through June 30 of each year and will be paid by the end of July in the year in which completion and any required re-qualification has been accomplished. Pro-ration for eligible new hires who worked a partial year period will be determined at June 30 of each year.

In addition to the allowance described above, effective July 1, 2018, Emergency Communications Supervisors who maintain their Emergency Medical Dispatch (EMD) Incident Performance Score at Compliant and High Compliance levels continuously throughout a six month period (January – June and July – December) will receive an additional \$250.00 bonus for each such six month period, paid out upon the Department’s review of all EMD quality assurance paperwork. There will be a minimum of five (5) calls per supervisor reviewed during each six (6) month period.

Section 3. Bilingual Pay

Any employee who is certified by independent testing as proficient in Spanish, Portuguese, Greek or Haitian Creole will be paid a \$300 annual stipend. Employees who are not certified as proficient but who do have some skill in one of these languages will still be required to assist with calls as needed. The City and the Union agree that they will discuss adding other languages as needs and/or capacity change, and will continue to discuss the provision of compensation to those not certified as proficient but who assist with calls as needed. Effective July 1, 2020 the annual stipend will increase to \$400.

Section 4 Typing Stipend

Emergency Communications Supervisors are required, upon hire into the unit, to type at least 30 mailable words per minute. Those who type 30-39 mailable words per minute receive a \$300 annual stipend. Those who type 40 or more mailable words per minute receive a \$500 annual stipend. In lieu of these annual stipends, employees who take the City typing proficiency test are eligible for the following stipends:

- At least 40 mailable words per minute: \$0.30 per hour
- At least 50 mailable words per minute: \$0.55 per hour
- At least 60 mailable words per minute: \$0.65 per hour

This stipend will be for all hours paid.

Section 5. Legal Services Fund

The City will contribute to the New England Teamsters and Subscribing Employers Group Legal Services Fund, a jointly administered legal services trust fund for Local 25 members, in the following manner and amounts for each regular seniority employee who completes his/her probationary period:

The City will contribute \$.15 per hour for all hours worked up to 40 per week to the prepaid Legal Fund. All future increases shall be shared equally on a fifty-fifty basis between the City and the employee. Effective three months after ratification of the 2018-2021 Memorandum of Agreement, the City's prepaid Legal fund contribution will be \$0.175 per hour. For any future increases above \$0.175 per hour, the City agrees to pay \$0.15 per hour plus 50% of the cost in excess of \$0.15 per hour.

This contribution will be for all hours worked, or paid for, including vacation and holidays, up to a maximum of 40 hours per week. The benefits to be provided under this Plan will be determined by the Board of Trustees, half of whom shall be appointed by the contributing Employer in a manner established by the Trust Documents and approved by law. Funds paid under this plan may not be used to sue the City or to defend against an action taken by the City, including any arrest or other enforcement action by Cambridge Police officers.

Section 6. Quality Assurance Stipend

Emergency Communications Supervisors will be eligible to receive a \$500 quality assurance stipend annually, each December. In order to receive this stipend, supervisors must complete quality assurance and case review, as directed, on police, fire and medical calls received in the Emergency Communications Center (ECC). In addition, supervisors will be required to obtain the Emergency Dispatch Quality Assurance (ED-Q) certification biannually and complete any continuing education requirements necessary to maintain such certification. Effective July 1, 2019, the annual stipend will increase to \$600. Effective July 1, 2020, the annual stipend will increase to \$650.

Section 7. Cleaning Allowance

All full-time employees covered by this agreement shall receive a cleaning allowance payable twice a year, \$550 on the second payday of July and \$550 on the second payday of December. This cleaning allowance shall be prorated for part-time employees working 20 hours or more per week.

Section 8. ECC Training Differential

All Emergency Communications Supervisors will be entitled to receive a \$250 annual allowance upon certification as a trainer through a management-approved program. Employees must submit proof of certification or re-certification by June 30 of each year in order to be eligible for this allowance. This allowance will not be pro-rated for employees who do not have or fail to submit such proof by June 30. Employees receiving this allowance will be required to maintain their certification and perform training and/or observation duties as assigned for the following year.

ECC On-The-Job Trainers, certified through an ECC management approved program, and selected by management to perform training and/or observation for new hires or for employees training for a certification, will be eligible to receive a stipend of \$1.75 per hour spent training and/or observing. Training and/or observation time qualifying for this stipend will be designated by management in advance. The City retains the right to select and assign such trainers.

Effective upon ratification (January 17, 2019), the annual training allowance and hourly stipend described above will be modified as follows:

- a. The annual allowance for certification as a trainer will increase from \$250 to \$300.
- b. The hourly training stipend will increase from \$1.75 to \$3.75 per hour.
- c. The shared training bonus referenced in the 2015-2018 collective bargaining agreement will be eliminated.

Section 9. Paychecks

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

Section 10. T-Pass Reimbursement

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

Section 11. Parking

The City will provide subsidized parking in one of two parking facilities at or near 125 Sixth Street. Based upon the cost to the City of such parking, all employees who wish to park in one of these two garages will pay \$20 per month through payroll deduction for the life of this contract. Those who make alternative arrangements (e.g. MBTA, walking, alternative lot, on street resident parking, etc.) would not be required to participate, but would not be eligible for parking in either of these two garages at this rate.

Section 12. Training Supervisor Stipend

The training Supervisor shall receive an annual two thousand dollar stipend which shall be paid weekly. Effective upon ratification of the 2018-2021 Memorandum of Agreement (January 17, 2019), this stipend will increase to \$2,500 annually.

Section 13. Adoption Benefit

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

Section 14. Hubway Membership

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

Section 15. Computer Skills Proficiency

Effective upon ratification of the 2018-2021 Memorandum of Agreement (January 17, 2019), all employees, pursuant to passing basic computer skills proficiency tests in the following areas (as determined by the City, in consultation with the ECD Director, depending upon the needs of the Department): Microsoft Word, Outlook, Excel, Power Point and Writing Skills, will receive an hourly stipend according to the following chart up to a maximum of \$0.55 per hour.

Number of Proficiency Tests Passed

Additional Hourly Stipend

One (1)

\$0.20

Two (2)	\$0.25
Three (3)	\$0.35
Four (4)	\$0.45
Five (5)	\$0.55

Effective July 1, 2019, increase the above stipends by an additional \$0.10 per hour.

The City may, in its discretion, add and/or remove applications based on technological changes and operational needs. The City will notify the Union if it adds or removes any applications. If the City removes an application from the list of available proficiencies, any employee who is currently receiving a stipend for that application will continue to receive it until an alternative proficiency test becomes available. Once available, those employees will have six months to pass the alternative proficiency in order to continue receiving the stipend.

ARTICLE 13 HOURS OF EMPLOYMENT

Section 1. Shift times

The normal work tour for these Emergency Communications Supervisors shall consist of six (6) consecutive eight (8) hour shifts in the following order:

Starting with	two (2) 6:30am to 2:30pm shifts, two (2) 2:30pm to 10:30pm shifts, and two (2) 10:30pm to 6:30am shifts.
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Employees shall work in a five (5) group ten (10) week cycle schedule. All employees shall receive a paid half hour lunch break.

All employees shall work schedules and receive vacation and holiday and other benefits as provided except that up to three (3) employees may be assigned on a straight time basis, 8 hours per day, 40 hours per week, to any shift or shifts as established by the City to perform administrative duties, on-the-job training, and/or to provide coverage of supervisory shifts due to staffing shortages.

Employees will be required to rotate through various work station/assignments, as they demonstrate competency in each. The City reserves the right to adjust schedules and duties, after consultation with the Union, in light of experience, technology changes, and the like.

The City and Union agree that report-taking by telephone is regular union work which can be assigned by the department. The department will discuss procedures and the types of reports to be taken with the Union.

The parties agree to create a working group comprised of up to four (4) City members and up to four (4) Union members with the goal of developing an alternative to the rotating shift schedule.

Any agreement with respect to a change in schedule must be reduced to writing and signed by the parties prior to implementation.

Section 2. Flexible Shifts

Employees shall have regular starting and ending times, which may be changed without notice, during a period of emergency as determined in the sole discretion of management.

Outside of emergency periods, the City may adjust starting times by up to one (1) hour before or after current starting times. No change will be implemented until after 45 days' notice to the Union.

Section 3. Overtime

All work performed after reporting to duty in excess of the standard work day and work week shall be compensated at the rate of time and one-half (1 1/2) of the employee's regular rate of pay. For the purpose of this Article, paid sick leave, vacations and paid personal time shall be considered to be time worked in computing eligibility for overtime pay.

Emergency Communications Supervisors are expected and may be required to perform assigned overtime or work extra hours as required by the department to ensure public safety and maintain optimal staffing levels. Refusal to perform assigned overtime or work extra hours as required by the department may subject the employee to discipline for just cause.

Once an overtime shift has been assigned to an employee, that employee will not be allowed to "turn in" the assigned overtime shift. If an employee is subsequently unable to work the shift in question, he or she must make arrangements with another employee to cover the shift. Employees who are unable to make arrangements for proper coverage must notify the Director and/or the Assistant Director of Operations at least 24 hours prior to the start of the shift. Employees who do not arrange for coverage and who do not work their assigned overtime shift may be subject to disciplinary action.

Employees who are required to attend mandatory trainings or meetings during times when they are not scheduled to work will receive a guaranteed minimum of four hours of pay at the rate of time and one-half of the employee's regular rate of pay. This guaranteed minimum shall not apply when the meeting or training is scheduled immediately before or after an employee's shift. In those situations, and in all other call-back, forced overtime or scheduled overtime situations, employees shall be paid for overtime hours actually worked, unless the meeting or training requires an employee to report more than two hours before their scheduled start time or to remain more than two hours after their scheduled shift. In these circumstances the employee will receive no less than the four hour minimum guarantee. Employees scheduled to work the midnight shift prior to a mandatory training or meeting may request in advance, in writing, to be excused. Approval of such requests will be at the discretion of the Department Head.

Section 4. Call-Back

In the sole discretion of management, employees may be called in to work before their scheduled reporting time, called back to work after having completed a shift, or required to remain at work after having completed a shift. Employees on preapproved personal days, vacation days or

vacation tours will not be required to perform unscheduled overtime assignments.

Section 5. Emergency Communications Court Time

An employee on duty at night or on vacation, or on any other pre-scheduled day-off, who is requested to attend court as a witness in a criminal or other case arising out of the performance of the his/her duties, will receive a minimum of four (4) hours of pay at the employee's overtime rate if the following conditions are met:

1. The employee forwards any notice received regarding the scheduled court date to the administrative supervisor and the Chief of Operations.
2. The employee reports to court at the designated time;
3. The employee produces verification of the time he or she was present at court.

If an employee is notified prior to 5:00 p.m. on the day before he/she is scheduled to report to court that his or her appearance has been canceled, the employee is not entitled to any overtime pay. If an appearance is canceled after that time but before the employee reports to court, the employee will receive two (2) hours of overtime pay. If an employee is required to remain at court for longer than four (4) hours, he or she will receive overtime pay for the actual number of hours his/her presence was required.

In lieu of reporting to court at the time designated in the notification, employees may voluntarily seek the Department Head's approval to be on call. If an employee is granted permission to remain on call from home and does not have to report to court, he/she will receive two (2) hours of overtime provided the court appearance was not canceled prior to 5:00 p.m. on the day before he/she was scheduled to report. If an on-call employee is required to report to court from home, the four (4) hour court time minimum will apply instead of the two (2) hour on call pay, provided the conditions listed above are met.

In lieu of receiving the overtime or on-call pay described in the above paragraphs, if an employee is scheduled to work the midnight shift immediately prior to the day that he/she is scheduled to report to court, the employee may request to be moved to the day shift on the court date. If staffing is sufficient or if the resulting overtime is filled, then the request will be allowed. However, if the overtime is not filled, the request will be denied, as no supervisor will be forced to work overtime in order to accommodate such a request.

ARTICLE 14 HOLIDAYS

Section 1. Paid Holidays

The following days shall be considered paid holidays:

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

Memorial Day
Independence Day

Day after Thanksgiving
Day before Christmas
Christmas Day

Section 2. Saturday/Sunday Holiday

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

Section 3. Holiday Premium

Employees who cannot be spared on any of these holidays because of the requirements of the Department will be paid at the rate of one-and-one-half (1-1/2) times their regular rate of pay in addition to their regular rate of pay for that day. Employees who do not work on a holiday that falls on one of their regular days off will receive eight (8) hours of pay at their regular rate of pay. This holiday pay will not be considered time worked for the purpose of computing overtime pay.

ARTICLE 15
VACATIONS

Section 1. Initial Vacation Period

Employees shall be granted three (3) weeks 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 one and one-half (1 ½) tours and, going forward, will be granted one-quarter (¼) tour per month until the next January 1 following their employment. Employees working a Monday-Friday schedule will be credited with seven and one-half (7 ½) days after their first six months and, going forward, will be granted one and a 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. Reason for Granting

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

Section 4. Holiday During Vacation

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

Section 5. Illness During Vacation

If an employee becomes ill while on vacation leave and is otherwise entitled to benefits under Article 15, or in the event he becomes entitled to bereavement leave under Article 17, he shall be allowed to utilize such time and it shall not be treated as vacation leave. The department head

may require medical documentation stating the form and extent of the illness prior to allowing the conversion of vacation leave to sick leave.

Section 6. Vacation Allowances

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

Section 8. 15 Years Service

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

Section 9. LOA During Vacation

Leave of absence without pay shall be deducted proportionately from vacation leave credit. Vacation leave shall be prorated for all unpaid absences (including exhaustion of sick leave).

Section 10. Vacations During Current Year

Vacations shall be taken during the year they become due, unless exceptional circumstances prevent it, in which case the approval of the City Manager must be obtained to postpone taking vacation during the current year. All vacation leave is subject to departmental work requirements. The City reserves the right to implement the following procedure for the scheduling of vacations for unit members, in the departments of the City where unit members are assigned.

Vacation requests for the period January and February should be submitted by December 1 of the prior year. Attempts will be made to accommodate all vacation requests so submitted. If because of staffing requirements within the department and or division all such requests cannot be granted, those requests where there is a conflict will be granted by seniority, and the person(s) whose requests cannot be granted will be provided the opportunity to select from within other available periods.

Requests submitted after December 1, for the January and February time period will be granted on a first come, first serve basis, taking into account date submitted, the previously approved requests, and the department/division's staffing requirements.

By February 1 of each year, vacation requests should be submitted for the remainder of the calendar year. Attempts will be made to accommodate all vacation requests so submitted. If because of staffing requirements within the department and or division all such requests cannot be granted, those requests where there is a conflict will be granted by seniority, and the person(s) whose requests cannot be granted will be provided the opportunity to select from within other available periods.

Requests submitted after February 1 for the remainder of the year will be granted on a first come, first serve basis, taking into account date submitted, the previously approved requests, and the department/division's staffing requirements. Pursuant to this paragraph, if two or more requests for the same time period is submitted on the same date, the request of the person with the most seniority will be granted first.

Due to staffing concerns, each employee may be required to use at least 50% of total vacation time by September 15 of a calendar year, subject to special circumstance exceptions approved by the Department Head.

Section 11. Definition - Week

For the purpose of this Article a "week" is defined as one (1) "tour" in the five (5) group schedule for employees working rotating shifts. For employees on a Monday-Friday schedule, a "week" is defined as five (5) working days.

Section 12. Computing Vacation Time

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

Section 13. Vacation as Individual Days

Up to two (2) tours of accumulated vacation time may be taken as individual days, subject to departmental workload, reasonable notice and department head approval. Such individual day vacation time may be used in units or increments of two hours or more, subject to departmental workload, reasonable notice, and the approval of the department head.

Section 13. Vacation Buy Back

Effective for vacation time accrued on or after January 1, 2019, the City will buy back, at the employee's option, up to one (1) week of vacation per calendar year. Employees wishing to exercise this option must notify the Director and/or Assistant Director of Operations no later than September 1 of each calendar year.

ARTICLE 16
SICK LEAVE

Section 1. Initial Eligibility

Employees covered by this Agreement who have been regularly employed in their positions continuously for at least three (3) months shall be entitled to sick leave with full pay in accordance with the following provision. Employees shall receive 3.75 days after three months and will then accrue 1.25 days per month thereafter until next January 1. Any sick leave during the initial three months of employment will be considered leave of absence without pay.

Section 2. Definition - Sick Leave

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

- (a) Personal illness or physical incapacity to such an extent as to be unable to perform the duties of his or her position.
- (b) Attendance upon members of the family within the household of the employee, whose illness requires the care of such employee, provided that not more than twenty (20) working days with pay shall be granted to such employee for this purpose in any one (1) calendar year, not to exceed earned sick leave available. The City reserves the right to confirm the illness through the requirements of a physician's statement according to the provisions of Article 15, 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

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

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

Section 4. Physician's Statements

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

- (a) The absence is seven (7) days or more;
- (b) There is a pattern of repeated absences of shorter duration (under 7 days) in recent months or years;
- (c) There has been historical usage of short-term sick leave over a period of years;
- (d) There is a pattern of taking sick days on days connected to scheduled time off (including holidays); or
- (e) There is a pattern of taking sick days on a particular day or days of the week.

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

Employees who are required to provide a note for their own illness will be required to provide a

similar physician's statement indicating that the employee's attendance was required to provide care for the family member.

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

Prior to being required to submit physician's statements for illness or disability of six days or less, employees shall be advised that, because of repeated absences or patterned use of sick leave, the department head is contemplating imposing the requirement.

Department heads will review any requirements that employees submit physician's statements for illness or disability of six days or less at least every six months after initiating the requirement. Employees may meet with the Department Head or his/her designee as part of this review process, at the employee's request.

Employees who are required to submit physician's statements for illness or disability of six days or less after the six-month review shall have recourse to the grievance-arbitration procedure.

Should an employee earn an administrative day after being required to submit physician's statements for absences of six days or less, the requirement to submit such notes shall end, upon timely notice by the department head that the administrative day has been earned and the note requirement has been lifted. Such employee shall not be required to submit additional physician's statements for absences of six days or less until the department head determines that repeated absences of a shorter duration have begun again.

In deciding whether to impose a sick leave note requirement for repeated absences of six days or less, department heads will not consider absences which have been specifically supported by a physician's statement, stating the description of the symptoms, restrictions or limitations preventing the employee from working for that particular absence.

Within 10 business days of receiving notification that a physician's statement has not been accepted as sufficient to document an absence, the Union's business agent or his/her designee may request a meeting with the City's Personnel Director or his/her designee to discuss the documentation. If the parties are unable to resolve the matter, the Union may resort to the grievance procedure in Article 4.

Section 5. Accrual - During Lay-off/LOA

Employees granted a 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 Rules & Regulations

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

Section 7. Sick Leave and Workers' Compensation Law

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

Section 8. Unused Sick Leave

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

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

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

Section 9. Annual Allowance

Employees shall be granted fifteen (15) days of sick leave per year on January 1 of each year; however, new employees shall not be granted sick leave for their first three months of employment and thereafter they shall be credited with 3.75 days and then 1.25 days per month until the next January 1 following their employment. Sick leave accumulation will be prorated for all unpaid absences including exhaustion of sick leave. Total accumulation for the purposes of sick leave usage is limited to four hundred (400) days.

Any employee who had accrued more than the limits noted above shall, upon his/her retirement or death, receive a sum equal to the schedule as outlined in Section 8 per day for every full day of his unused sick leave up to four hundred (400) days. These employees 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 unused sick leave at the rate of fifteen (15) days per year provided the total accumulation is not greater than the maximum accumulation described above.

Section 10. Prolonged Illnesses

In case of prolonged illnesses (requiring hospitalization and/or confinement for at least thirty

(30) consecutive days) employees shall receive one (1) additional day of sick leave for every year of service that the employee has worked beyond five (5) years. However, in no event shall such sick leave granted under this provision be subject to Sections 8 and 9. The practice of individual donations of sick leave to other individuals is eliminated.

Section 11. Administrative Day

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

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

Section 12. Sick Leave Incentive

An employee with perfect attendance for a six month period (no sick leave, no worker 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 (prorated for part time). The six-month period will be a rolling period.

Section 13. Sick Leave Bank

The Sick Leave Bank is a jointly administered program between the City and Teamsters Local 25 that became effective on January 1, 2007. To establish participation in the Sick Leave Bank for employees covered by this agreement, upon ratification current employees will need to contribute one day of sick leave to the Bank. Employees hired into the unit after the date of ratification will donate one day of sick time to the bank upon completion of their first six months in the unit, at which time the City will make a one time contribution of two days of sick time for each new hire.

Contributions to the Sick Leave Bank are mandatory, and only those who contribute shall be eligible to participate. The parties will meet before the Bank is depleted to discuss ways to continue the benefit.

ARTICLE 17
PERSONAL DAYS

Provided employees give reasonable notice, they shall be granted three (3) personal days as follows:

All full time employees who have been continuously employed for more than six (6) months shall be allowed twenty four (24) hours per year for personal business, such time to be taken in increments of no less than four (4) hour increments subject to advance approval of the

department head. Such leave time shall not accumulate from year to year and shall not be subject to any buy-back provisions of any article herein.

ARTICLE 18 BEREAVEMENT LEAVE

Section 1. Bereavement Leave

Employees will be granted a leave of absence with pay for not more than five (5) shifts on account of the death of a spouse, child, domestic partner (duly registered in the Office of the Cambridge City Clerk) mother, father, brother, sister, son-in-law, daughter-in-law or parent-in-law; three (3) shifts 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) shifts 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. Bereavement Leave shall commence on the date of death unless the employee works on the date of death in which case Bereavement Leave shall commence on the next shift.

Section 2. Other Bereavement Allowances

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

ARTICLE 19 PARENTAL LEAVE

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

ARTICLE 20 MILITARY LEAVE

Section 1. Reinstatement After Military Service

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

Section 2. Computation of Length of Service Benefits

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

Section 3. Military Leave of Absence with Pay

Every employee covered by this Agreement who is a member of a reserve component of the

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

ARTICLE 21 TRAINING AND DEVELOPMENT

Section 1. Availability

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

Section 2. Allocations

The City will pay of a maximum of \$2,000 per person per fiscal year for each year of this Agreement for tuition reimbursement. Effective July 1, 2019, the maximum annual tuition reimbursement will increase to \$2,500 per person.

Section 3. Cross-Training for ECC

The City will provide Joint Dispatcher Certification incentive pay of \$2000 per year for employees who have been working as an ETD for two years or more and who have successfully been certified as a Joint Police, Fire and EMS Communication Supervisor by the ECD. Effective July 1, 2019, this incentive pay will increase to \$2,100. Effective July 1, 2020, the incentive pay will increase to \$2,200. Certification will follow successful completion of a course of classroom training, self-study, on-the-job training, time spent performing the specific dispatch function under supervision and certification test process. An opportunity to enter the course of training will be offered to every qualified Communication Supervisor. However, because of the expense and time involved, only one (1) supervisor at a time can be accommodated in such a course of training and certification. This incentive pay will be paid weekly and included in the base. Candidates for training will be selected by the department, exercising reasonable discretion taking into account staffing needs, commitment, attendance and seniority. Selection for training shall be subject to grievance process through step 2, but not arbitrable.

ARTICLE 22 JURY DUTY

Section 1. City Pay for Working Time Lost

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

Section 2. Reporting for Work

In order to receive such pay, employees must comply with the following reporting requirements to the extent such requirements are consistent with applicable state laws and regulations:

In the event an employee is scheduled to work the midnight shift (11:00 PM – 7:00 AM) immediately prior to attending jury duty, the employee will receive that shift off with pay. However, in the event the employee is discharged from jury duty prior to 12:00 PM, the employee must report to work and contact the Chief of Operations and/or Director to coordinate administrative duties for the remainder of the day shift.

In the event an employee is scheduled for the day shift (7:00 AM – 3:00 PM) on a day that he/she must attend jury duty, the employee will be required to report to work if he/she is discharged from jury duty prior to 12:00 PM.

In the event an employee is scheduled for the evening shift (3:00 PM – 11:00 PM) on a day that he/she must attend jury duty, the employee will be required to report to work at 3:00 PM if he/she is discharged from jury duty prior to 12:00 PM. If the employee is discharged later than 12:00 PM, he/she must notify the Chief of Operations and/or Director to coordinate coverage of the shift.

Section 3. Court Certificates of Jury Duty Service

In order to receive jury duty pay employees shall also 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 23
LEAVE OF ABSENCE

Section 1. Personal Leave

Upon reasonable justification submitted in writing to the employee's Department Head, the City Manager or his designee may grant to an employee a personal leave of absence for periods of time not to exceed three (3) months. At the end of the leave of absence the employee may be reinstated to his other former position or a similar position unless more senior employees in the department have been laid off. Whether or not to grant such leave and/or lengths, or conditions of leave shall remain the sole discretion of management and not subject to the grievance or arbitration process.

Section 2. Medical Insurance Responsibilities

Employees are responsible for payment of the full medical insurance premium during the leave of absence. Employees are encouraged to arrange for those payments with their personnel representatives well in advance of their leave of absence.

ARTICLE 24
MEDICAL INSURANCE

Section 1. Health Insurance

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

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

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

Section 2. Pretax Program - Medical Insurance

Employee contributions to health insurance premiums shall be made on a Pretax basis consistent with federal and state law.

Section 3. Dental and Vision Plan

Effective July 1, 2018, the City shall contribute \$24.70 per week to the Local 25 Health and Welfare Fund (for Dental and Vision Coverage only) for all employees who work 20 hours per week or more. Effective July 1, 2019, the amount contributed by the City will increase to \$25.90 per week. Effective July 1, 2020, the amount contributed by the City will increase to \$27.10 per week. These amounts represent \$13.00 plus 50% of the cost of the plan in excess of \$13.00. The weekly employee contributions will be as follows: \$11.70 effective July 1, 2018; \$12.90 effective July 1, 2019; and \$14.10 effective July 1, 2020.

There will be no further increase for the remainder of the life of the contract.

Section 4. Option to Waive Health Insurance

An employee shall have an option to waive health insurance (with proof of alternative coverage) and receive a \$1600 per year (\$133.33 per month) payment with capacity to opt back into health coverage without waiting periods or pre-existing conditions limitations if the employee loses alternative coverage without fault of his or her own. The employee may opt back in at open enrollment without limitations. Effective July 1, 2019, the waiver amount will increase to \$1800 per year (\$150 per month).

Section 5. Flexible Spending Plan

Unit members are eligible to participate in the City Flexible Spending Plan (unreimbursed medical expenses and dependent care), with the City paying the administrative fee.

Section 6. Long Term Disability Voluntary Employee Paid Program

Unit members are eligible to participate in the long term disability insurance plan offered to other Teamsters Local 25 members employed by the City of Cambridge. This is a 100% employee paid plan, paid through payroll deduction, covering non-job related disabilities.

ARTICLE 25
WORKER'S COMPENSATION

Section 1. Compensation Entitlement

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

Section 2. Reports of Injury

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

Section 3. W/C Payments - Sick Leave Interaction

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

ARTICLE 26
ABSENTEEISM

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

ARTICLE 27
DRUG AND ALCOHOL TESTING

All employees will be subject to drug and alcohol testing under the following terms:

Section 1. Controlled Substance Testing

The parties have agreed that the procedures as set forth in this Article shall be the methodology for all testing and will be modified only in the event that further federal legislation or

Department of Transportation regulations require revised testing methodologies or requirements during the term of this Agreement.

Should other categories, modifications or types of testing be required by the government, the parties will meet as expeditiously as possible to develop a mutually agreeable procedure.

Employees may use the City Employee Assistance Program, a Union sponsored program, as well as any other referral service in choosing an approved program for treatment.

Section 1.1 Employees Who Must Be Tested

All employees in this unit are considered to be in safety sensitive positions and are therefore subject to random drug testing. Employees are also subject to reasonable cause testing as provided herein.

Section 1.2 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). All samples will be tested according to DOT drug testing requirements.

Section 1.3 Screening Test

The initial test uses an immunoassay to determine levels of drugs or drug metabolites. The following initial cutoff levels shall be used when 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	1,000

*25 mg/ml is immunoassay specific for free morphine

These substances and test levels are subject to change by the Department of Transportation as advances in technology or other considerations warrant.

Section 1.4 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:

<u>Substance</u>	<u>Confirmatory Test Level (ng/ml)</u>
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) Benzoyllecgonine

In the event the initial urine test indicates a positive response the confirmatory test must be done. These substances and test levels are subject to change by the Department of Transportation as advances in technology or other considerations warrant.

Section 1.5 Laboratory Testing

All laboratories selected by the City for analyzing Controlled Substances Testing specimens will be SAMHSA certified.

Section 1.6 Types of Testing Required

Testing procedures will be performed as part of pre-qualified practices, after defined reportable accidents, on the basis of reasonable cause, upon return to duty after a positive test, under contractually agreed upon random testing, and as follow-up testing for post drug rehabilitation.

Section 1.7 Pre-Qualification Testing

Controlled substance testing will be part of the City’s regulated pre-qualification conditions for Emergency Communications Supervisors.

Applicants will be advised in writing prior to the application process that pre-qualification testing will be conducted to determine the presence of controlled substances. Applicants will be required to acknowledge in writing an understanding of this request before they receive an application.

Section 1.8 Reasonable Cause Testing

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

Reasonable cause is defined as an employee's observable action, appearance, or conduct that clearly indicate the need for a fitness for duty medical evaluation.

The employee's conduct should be witnessed by at least two (2) supervisors, if available. The witnesses must have received training in observing a person's behavior to determine if a medical evaluation is required. When the Supervisor(s) confronts an employee, a Union representative should be made available. If no steward is present, the employee may select another hourly paid employee to accompany him/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 the test results are released, whichever is earlier. In addition, a copy will be sent to the Union in a timely manner.

At the time the urine specimen is collected, the employee may opt to also give a blood sample. If the employee takes this option, the blood sample must confirm positive presence for the substance confirmed in the urine test. If no positive is confirmed in the blood specimen, the employee will be given a warning letter and offered an opportunity for rehabilitation as set forth in this Article. However, if there is a second occasion where reasonable cause testing results in a positive urine test, the employee will then be subject to discharge.

Non-DOT - Reasonable Cause: In the event an employee (not covered by DOT) is tested, such test will be performed under the same procedures as outlined in this Article. In the event the test result is positive, as set forth above, it shall be considered a dischargeable offense.

Section 1.9 Post-Accident Drug Testing

Employees who are in an accident while driving a vehicle while on duty will be required to submit to a drug test after a serious accident, which is one in which:

1. There is a fatality; or
2. There is bodily injury to a person who, as a result of the injury, receives immediate medical treatment away from the scene of the accident; or
3. One (1) or more motor vehicles incurs disabling damage as a result of the accident requiring a vehicle to be transported away from the scene by a tow truck or other vehicle.

Drivers who have been in an accident while on duty may also be required to submit to drug testing if there is any reasonable suspicion of drug usage or reasonable cause to believe that a driver has been operating a vehicle while under the influence of drugs, or reasonable cause to believe the driver was at fault in the accident and drug usage may have been a factor.

Drivers are required to submit to such testing as soon as possible, but in all events within thirty-two (32) hours. Union representation will be made available.

It is not the intention of this language to prohibit the driver from leaving the scene of an accident for the period of time necessary to obtain assistance in responding to the accident or to receive necessary medical attention.

The result of a urine test for the use of controlled substances conducted by federal, state, or local officials having independent authority for the test, shall be considered to meet the requirements of post-accident testing, provided such tests conform to applicable federal, state or local requirements, and that the results of the tests are obtained by the City.

Section 1.10 Random Testing

Random Employee Selection: The procedure used to randomly select employees for drug testing, in compliance with the U.S. Department of Transportation Regulations, will be a computer program specifically intended for such an application.

The program will utilize an internal computer clock procedure to randomly generate lists of employees mandated for testing by the Department of Transportation Federal Highway Administration. The computer shall randomly select the required number of employees from the total pool of affected employees in the City.

For verification purposes and to cover absences the computer shall print the following lists for each testing period:

1. Alphabetical total pool list of employees in the City.
2. A list of employees shall be printed from the random list in the order in which they are computer selected.
3. An alternate list, which is a continuation of the random list.

The lists or true copies of the lists shall be maintained by a third party administrator. Upon request to the Local Union President or his designee, the lists will be made available for review by Local Union representatives and City labor relations managers to verify the proper application and use of the lists in the random testing system.

The parties agree that no effort will be made to cause the system and method of selection to be anything but a true random selection procedure insuring that all affected employees are treated fairly and equally.

The City will follow the same procedures utilized in DOT-mandated testing for randomly selecting employees in safety sensitive positions.

The parties further agree not to amend or change the current method of random selection as described herein without prior agreement between the parties.

Section 1.11 Notification

City employees, subject to random drug testing, will be notified of testing in person or by direct phone contact. Notification shall be given by the management person responsible for such notification.

Section 1.12 Rehabilitation and Testing After Return To Duty

A positive test specimen as a result of a DOT pre-qualification or random test will result in a rehabilitation opportunity. An employee whose test results are reported to the Medical Review Officer by the SAMHSA certified laboratory and who has been contacted by the Medical Review Officer or his/her designee has five (5) calendar days to meet with the Medical Review Officer to

review the test results. If the review time schedule is not met, then the Medical Review Officer will report to City Management that the covered employee is not medically qualified to drive. If the Medical Review Officer determines a specimen is positive, then the employee will have five (5) calendar days to evaluate his/her situation with an approved EAP counselor and then up to fifteen (15) calendar days to enter the rehabilitation treatment center after approval of a leave of absence. The City will follow the final recommendations of the Medical Review Officer, who has consulted with the rehabilitation treatment professional as to the appropriate after-care protocol and post rehabilitation unannounced drug testing.

It is understood that if the grievance procedure is utilized contractual time limits on disciplinary action and the employee's request for rehabilitation will be suspended until resolution of the grievance.

Section 1.13 Disciplinary Action

Employees may be subject to discipline up to and including discharge as provided below if they test positive for drugs specified elsewhere in this Article.

1. Reasonable Cause Testing

- a. A positive test is a dischargeable offense.
- b. Refusal to submit to a reasonable cause drug test is a dischargeable offense.

2. Post-Accident Testing

- a. A positive test is a dischargeable offense.
- b. Refusal to submit to a post-accident drug test is a dischargeable offense.

3. Random Testing

- a. 1st offense - A positive test shall result in a suspension and agreement to testing as scheduled by the City.
- b. 2nd offense - A positive test is a dischargeable offense.
- c. Refusal to submit to a random drug test is a dischargeable offense.

4. Pre-qualification

- a. 1st Offense - A positive test shall result in disqualification for promotion.
- b. 2nd offense - A positive test is a dischargeable offense.

5. Other Dischargeable Offenses:

- a. Failure to successfully complete rehabilitation.
- b. A positive specimen as part of after-care drug testing.
- c. Failure to comply with after-care treatment plan.

For purposes of this section, the submission of an adulterated or substituted sample will be considered a refusal to submit to a drug test.

Section 1.14 Preparation for Testing

Pursuant to Department of Transportation regulations, 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.
- An unsigned authorization form for urinalysis drug screening.

If the employee arrives without the above-listed items, the collection agent should contact the Department Head or City Human Resources manager.

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

A standard DOT approved urine custody and control form will be supplied by the appropriate laboratory. This form must be used by all collection facilities.

Section 1.15 Specimen Collection Procedures

The Employer agrees to use the Specimen Collection Checklist. The checklist, approved by the National UPS/IBT Safety and Health Committee, is to be used with the affected employees at the collection site by the person performing the collection services for the Employer.

The checklist is to be used at all locations, but it is understood that failure to use or the refusal to use the checklist does not invalidate a properly conducted controlled substance 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 an individual's privacy. An employee who gives reason to believe that he or she 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) controlled substances testing collection procedure will be conducted at a time and the specimens can only be handled by the collection site person.

The employee being tested should remove any outer garments, such as coats, jackets, hats or scarves, and should leave any personal belongings (purse or briefcase) with the collection agent. If the employee requests it, the collection agent shall provide the employee 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 provides 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 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 insure that the entire process does nothing to demean, embarrass or offend the employees unnecessarily. Authorization for collection under the direct observation of a collection agent (of the same gender) will only be made under specific circumstances. All procedures shall be conducted in a professional, discreet and objective manner. Direct observation will be necessary in cases where there is reason to believe that an employee has adulterated the initial 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 then shall determine that the first container contains at least thirty (30) milliliters of urine. If the individual is unable to provide forty-five (45) milliliters of urine, the collection agent shall direct the individual 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 sample, using a new specimen container. (The original specimen, if any, should be discarded). If the individual 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 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 individual 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 should contact a third party administrator (TPA) or another City designee.

The regulations specify the privacy procedures and the reasons to believe that a specimen has been adulterated which 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 should be repeated including initiation of a new chain-of-custody form and separate packaging for shipping.

The collection agent shall document any unusual behavior or appearance on the urine custody-and-control form.

Specimen handling (from one (1) authorized individual or place to another) will always be conducted using chain-of-custody procedures. Every effort must 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 the test is being conducted as part of a rehabilitation program, the collection process may be observed. If observed, the observer shall be the same gender as the employee being tested.

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 an employee is told that the first sample tested positive, the employee may, within seventy-two (72) hours of receipt of actual notice, request that the second urine specimen be forwarded by the first laboratory to another independent and unrelated SAMHSA approved laboratory of the parties' choice for GC/MS confirmatory testing of the presence of the drug. If an employee chooses to have the second sample analyzed, he/she shall at that time execute a special check off authorization form to insure 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 1.16 Specimen Shipping Preparations

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

The collection agent places 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 (1) side for the urine specimen and the other for paperwork.

The collection agent places the urine specimen in the sealable pocket of the specimen bag and then seals the bag.

The collection agent places laboratory copies of the urine custody and control form in the back sleeve of the double-pouch bag.

The collection agent places the sealed specimen bag in the shipping box and seals the box with the tape provided.

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

Section 1.17 District 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. Receiving all positive and negative drug test reports as the DOT regulations, and making all reports of prescribed under drug test results to the Employer.
3. Within a reasonable time, notifying an employee of a confirmed positive test result.
4. 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 part of the review of a confirmed positive test result.
5. Provide an opportunity for the employee to discuss a positive result.
6. Review the employee's medical history and relevant biomedical factors. A driver is allowed to use a controlled substance (except for methadone) only when taken as prescribed by a licensed medical practitioner who is familiar with the driver's medical history and assigned duties.
7. 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.
8. 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.
9. Processing 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 provide a negative result. If a reanalysis is negative, then the MRO will declare the test canceled.
10. Review and determine with the after-care treatment professionals whether and when a return to work agreement can be made for an employee. The MRO shall also review any rehabilitation program in which the employee participated.

11. Reviewing with after-care treatment professionals the schedule of unannounced testing for an employee who has returned to duty after failing a drug test conducted in accordance with the return to work agreement, or after refusing to submit to a drug test required by the return-to-work agreement.

Section 1.18 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. 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 appropriate member of management in accordance with DOT regulations.

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 an 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. Not later than seventy-two (72,) hours after notification of a confirmed positive test result, an employee may submit a written request to the MRO for testing, of the split sample. The laboratory used must be certified by the SAMHSA and must follow usual chain-of-custody procedures.

The employee shall be reimbursed for any pay lost if taken out of service based upon a positive test result which is negated by the second test or as the result of the resolution of the Grievance. In order to make a recommendation to return an employee to duty after the employee has tested positive for the presence of controlled substances or has refused to submit to a drug, test, the MRO shall:

- A. Ensure that the individual or employees is "drug free," based on a drug test that shows no positive evidence of the presence of a drug or a drug metabolite in the person's system.
- B. Ensure that the employee has been evaluated by a rehabilitation program counselor for drug use or abuse.
- C. Ensure and confirm with the after-care treatment professional that the employee demonstrates compliance with all conditions or requirements of a rehabilitation program in which he or she participated and follows the after-care treatment plan.

If the MRO, after appropriate review, is in basic disagreement with the treatment or evaluation physician/center as to the appropriate return to work date after evaluation and/or rehabilitation, then the MRO and the treatment/evaluation provider shall mutually agree upon a third (3rd) doctor within ten (10) working days, whose decision as to the appropriate return to work date shall be final and binding. If the third (3rd) doctor agrees that the employee should have been returned to

work at a date earlier than that proposed by the MRO, the employee shall be reimbursed at his/her daily guarantee, less any other monies received, back to the release date of the evaluation and/or treatment facility. It shall exclude any time the employee was not available for examination or work.

Section 1.19 Record Retention

The medical review officer is the sole custodian of the individual test results. The MRO shall retain reports of individual positive test results for a minimum of five (5) years. Individual negative test results will be maintained for at least twelve (12) months.

Section 1.20 Release of Drug Testing Information

The MRO shall inform the employee before beginning the verification interview, that the MRO could transmit to appropriate parties information concerning medications being used by the employee or the employee's medical condition only if, in the MRO's medical judgment, the information indicated that the employee may be medically unqualified under applicable DOT agency rules. When a grievance is filed as a result of a positive test the City shall obtain from the laboratory its 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 will be given to the employee in conjunction with the request authorizing release of the information to the City.

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

Section 1.21 Paid For Time

Testing - Except for drug tests taken in conjunction with a DOT physical, the employee will be paid their 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 center, and the employee is going to or from work, pay for travel time one (1) way between the center and the collection site or the collection site to the center; or

(b) For travel time both ways between the center and the collection site, only if the collection site is not reasonably en route between the employee's home and the employee's center.
3. If an employee is called at home to take a random drug test at a time when the driver is not en route to or from work. the employee shall be paid in addition to all time at the collection site, travel time both ways between the employee's home and the collection site with no minimum guarantee.

4. When an employee is on the clock and a random drug test is taken any time during the employee's shift, and the shift ends after eight (8) hours, the employee shall be paid time and one-half (1 - 1/2) for all time past the eight (8) hours.

Section 2. Alcohol Testing

The parties have agreed that the procedures as set forth in this Article shall be the methodology for testing and will be modified only in the event that further federal legislation or Department of Transportation regulations required by regulation, revise testing methodologies or requirements during the term of this Agreement.

Where such regulations allow revised testing methodologies such modifications shall be subject to mutual agreement by the parties.

Section 2.1 Employees Who Must Be Tested

All employees in this unit are considered to be in safety sensitive positions . Effective six (6) months after ratification they will be subject to random alcohol testing.

Section 2.2 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 DOT's model course. All samples will be tested according to DOT alcohol testing requirements. In the event that breath testing is not possible in such cases as reasonable cause, or post accident, the Employer has the right to use alternative DOT approved methods.

Section 2.3 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 0.02 - Negative
 0.02 and above - Positive (Requires Confirmation Test)

Section 2.4 Confirmatory Test

All specimens identified as positive on the initial screening test, showing an alcohol concentration of 0.02 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 time of the test.

A confirmation test must 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 0.02 - Negative
0.02 to 0.039 - Positive/Out of service for twenty-four (24) hours
from time of the test
0.04 and above - Positive/Out of service and referred to Substance
Abuse Professional (SAP).

Section 2.5 Types of Testing Required

Testing procedures will be performed as part of pre-qualified practices, after defined reportable accidents, on the basis of reasonable cause, upon return to duty after a positive test, under contractually agreed upon random testing, and as follow-up testing for post alcohol rehabilitation.

Section 2.6 Reasonable Cause Testing

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

Reasonable cause is defined as an employee's observable action, appearance or conduct that clearly indicates the need for a fitness-for-duty medical evaluation.

The employee's conduct should be witnessed by at least two (2) supervisors, if available. The witnesses must have received training in observing a person's behavior to determine if a medical evaluation is required. When the supervisor confronts an employee, a union representative should be made available. If no steward is present, the employee may select another hourly paid employee to accompany him.

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

Section 2.7 Post Accident Alcohol Testing

Employees who are in an accident while on duty will be required to submit to an alcohol test after a serious accident, which is one in which:

1. There is a fatality, or;
2. There is bodily injury to a person who, as a result of the injury, receives immediate medical treatment away from the scene of the accident, or;
3. One (1) or more motor vehicles incur disabling damage as a result of the accident requiring a vehicle to be transported away from the scene by a tow truck or other vehicle.

Drivers who have been in an accident while on duty may also be required to submit to alcohol testing if there is any reasonable suspicion of alcohol usage or reasonable cause to believe that a driver has been operating a vehicle while under the influence of alcohol, or reasonable cause to believe the driver was at fault in the accident and alcohol usage may have been a factor.

Alcohol testing will be required after accidents under the above conditions and drivers are required to submit to such testing within two (2) hours of the accident, if possible, and within eight (8) hours at the latest.

Drivers are required to submit to such testing as soon as possible within two (2) hours. Under no circumstances shall this type of testing be conducted more than eight (8) hours after the time of the accident.

It shall be the responsibility of the driver to remain readily available for testing after the occurrence of a commercial motor vehicle accident. It is also the responsibility of the driver to not use alcohol for eight (8) hours or until an alcohol test is performed under this section, whichever occurs first. Union representation will be made available. It is not the intention of this language to prohibit the driver from leaving the scene of an accident for the period of time necessary to obtain assistance in responding to the accident or to receive necessary medical attention.

Law Enforcement Testing

The result of a breath or blood test for the use of alcohol or a urine test for the use of controlled substances, conducted by federal, state, or local officials having independent authority for the test, shall be considered to meet the requirements of post-accident testing provided such tests conform to applicable federal, state or local requirements and that the results of the tests are obtained by the City.

Section 2.8 Random Testing - Random Employee Selection

The procedure used to randomly select employees for alcohol testing, in compliance with the U.S. Department of Transportation regulations, will be a computer program specifically intended for such an application.

The program will utilize an internal computer clock procedure to randomly generate lists of employees mandated for testing by the Department of Transportation/Federal Highway Administration. The computer shall randomly select the required number of employees from the total pool of affected employees. The pool of employees selected randomly for controlled substance testing will also be the pool of employees selected for alcohol testing in compliance with DOT regulations. For verification purposes and to cover absences the computer shall print the following lists for each testing period:

1. An alphabetical total pool list of employees in the City.
2. A list of employees shall be printed from the random list in the order in which they are computer selected.

The lists or true copies of the lists shall be maintained by a third party administrator. Upon request to the City, the lists will be made available for review by Union representatives and City labor relations managers to verify the proper application and use of the lists in the random testing system.

The parties agree that no effort will be made to cause the system and method of selection to be anything but a true random selection procedure insuring that all affected employees are treated fairly and equally.

The parties further agree not to amend or change the current method of random selection as described herein without prior agreement between the parties.

The City will follow the same procedures utilized in DOT-mandated testing for randomly selecting employees in safety sensitive positions.

Employees who are on long term illness or leave of absence shall not be subject to testing.

Section 2.9 Notification

City employees, subject to random alcohol testing, will be notified of testing in person or by direct phone contact. Notification shall be given by the management person responsible for such notification.

Section 2.10 Rehabilitation and Testing after Return to Duty

If the Breath Alcohol Technician (BAT) determines a specimen confirmed positive, then the employee will be removed from service and have five (5) calendar days to evaluate his/her situation with an approved Substance Abuse Professional (SAP) and then up to fifteen (15) calendar days to enter the rehabilitation treatment center after approval of a leave of absence. The City will follow the final recommendations of the Substance Abuse Professional (SAP), working in conjunction with the Medical Review Officer (MRO), who has consulted with the rehabilitation treatment professional as to the appropriate aftercare protocol and post rehabilitation unannounced alcohol testing.

It is understood that if the grievance procedure is utilized contractual time limits on disciplinary action and the employee's request for rehabilitation will be suspended until resolution of the grievance.

The provision of this agreement will apply to all employees requesting enrollment in a rehabilitation program following a positive alcohol test. Employees may use the City's Employee Assistance Program, a union sponsored program as well as any other referral service in choosing an approved program of treatment.

Section 2.11 Discipline

It is agreed that an employee will have a one (1) time rehabilitation opportunity for alcohol abuse, except as provided below.

Reasonable Cause Testing:

An employee who is tested for reasonable cause and whose alcohol level is 0.02 to 0.039 will be taken out of service for twenty-four (24) hours and receive a warning letter.

An employee who is tested for reasonable cause and whose alcohol level is 0.040 to 0.069 will be

taken out of service for twenty-four (24) hours, referred to a Substance Abuse Professional (SAP) and suspended for ten (10) days. If the employee has committed a disciplinary offense under the terms of the supplemental agreement, the results of the test may be used in the support of the Employer's disciplinary action.

A second positive test of 0.02 or above is a dischargeable offense.

A positive test of 0.070 or above is a dischargeable offense.

A presumption exists that the employee was drinking on the job if the observation, time of testing and alcohol level combine to show the employee's level was too high to have consumed alcohol prior to the employee's report time.

An employee taken out of service for a positive test result must have a negative test prior to returning to work.

Post Accident Testing:

An employee who is involved in an accident for which the contract requires post accident testing must submit to such test. A post accident test of 0.02 or above is a dischargeable offense.

Random Testing:

A positive test of 0.02 to 0.039 will result in the employee being taken out of service for twenty-four (24) hours and a warning letter shall be issued.

A second positive test of 0.02 to 0.069 or an initial positive test of 0.04 or above will result in the employee being taken out of service and a ten (10) day suspension shall be imposed. The employee will also be referred to a Substance Abuse Professional (SAP) for evaluation. If the SAP requires in-patient treatment and that inpatient treatment is the second such treatment afforded the employee, the cost of such treatment will not be borne by the City medical plan.

A third positive test of 0.02 or above after the employee was tested pursuant to the above levels will subject the employee to discharge.

Dischargeable Offenses:

Other language to the contrary notwithstanding, the following may result in discipline up to and including discharge:

- A. Failure to successfully complete rehabilitation.
- B. A positive test as part of post-care testing.
- C. Failure to comply with the after-care treatment plan.

- D. Possession of and/or consumption of an alcoholic beverage while on duty.
- E. Any test of an on-duty employee that measures at or above the state mandated DWI level. Should any state reduce the DWI mandated levels below 0.08, the Employer and the Union agree to meet and re-negotiate section E. of this Agreement,
- F. An employee's refusal to submit to a negotiated test.

In no circumstances under this Section shall suspension time run concurrently with any leave period.

Section 2.12 Preparation for Testing

Pursuant to Department of Transportation regulations, 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.

Upon arrival at the testing site, an employee must provide the BAT with a photo identification.

If the employee arrives without the photo identification, the BAT should contact the City Safety and Health manager or the City Human Resources manager.

A consent form will be provided to the BAT by the City or third party administrator. The employee shall sign the consent form and the BAT shall sign as a witness.

A standard DOT approved alcohol testing form must be used by all testing facilities.

Section 2.13 Specimen Testing Procedures

The City agrees to implement a "Specimen Testing Checklist." The checklist is to be used with the affected employees at the testing site by the person performing the testing for the City. The checklist is to be used at all locations, but it is understood that failure to use or the 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.

Procedures for alcohol testing will follow Department of Transportation guidelines to ensure an individual's privacy.

No unauthorized personnel will be allowed in any area of the testing site. Only one (1) alcohol testing procedure will be conducted at a time.

The employee will provide his or her specimen in a location that allows for privacy. The City agrees to recognize all employees' rights 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 insure that the entire process does nothing to demean, embarrass or offend the employees 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 individual is unable to provide a sufficient amount of breath, the BAT shall direct the individual 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 2.14 Substance Abuse Professional (SAP) and Medical Review Officer (MRO)

Each Substance Abuse Professional (SAP) must be a licensed Doctor of Medicine or Osteopathy, or a licensed or certified psychologist, social worker, employee assistance professional or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substance-related disorders.

Each Medical Review Officer (MRO) must be a licensed Doctor of Medicine or Osteopathy with knowledge of substance abuse disorders. The SAP and the MRO may be the same individual if they meet the DOT regulations.

The SAP, working in conjunction with the MRO, is responsible for performing the following functions:

1. Review and determine with the after-care treatment professionals whether and when a return to work will be made for an employee. The SAP, working in conjunction with the MRO, shall also review any rehabilitation program in which the employee participated.
2. Reviewing with after-care treatment professionals the schedule of unannounced testing for an employee who has returned to duty after failing an alcohol test conducted in accordance with the return to work agreement, or after refusing to submit to an alcohol test required by the return to work agreement.

Frequency of such follow-up testing shall consist of at least six (6) tests in the first twelve (12) months following the drivers' return to duty. The one (1) year period may be extended by the

aftercare treatment professional in consultation with the SAP, working in conjunction with the MRO, as necessary.

Section 2.15 SAP/MRO Determination

In order to make a recommendation to return an employee to duty after the employee has tested positive for the presence of alcohol or has refused to submit to an alcohol test, the SAP, working in conjunction with the MRO, shall:

- A. Ensure that the individual or employee is "alcohol free" based on an alcohol test that shows no positive evidence of the presence of alcohol in the person's system.
- B. Ensure that the employee has been evaluated by a rehabilitation program counselor for alcohol use or abuse.
- C. Ensure and confirm with the after-care treatment professional that the employee demonstrates compliance with all conditions or requirements of a rehabilitation program in which he or she participated and follows the after-care treatment plan.

If the SAP, working in conjunction with the MRO, after appropriate review, is in basic disagreement with the treatment or evaluation physician/center as to the appropriate return to work date after evaluation and/or rehabilitation, then the SAP, working in conjunction with the MRO, and the treatment/evaluation provider shall mutually agree upon a third (3rd) doctor within ten (10) working days, whose decision as to the appropriate return to work date shall be final and binding. If the third (3rd) doctor agrees that the employee should have been returned to work at a date earlier than that proposed by the SAP, working in conjunction with the MRO, the employee shall be reimbursed at his/her daily guarantee, less any other monies received, back to the release date of the evaluation and/or treatment facility. It shall exclude any time the employee was not available for examination or work.

Section 2.16 Record Retention

The City shall maintain records in a secure manner, so that disclosure of information to unauthorized persons does not occur. Each 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 Employer's compliance with the Quality Assurance Plan (QAP) for each EBT it uses for alcohol testing;
3. Records of the training and proficiency testing of each BAT used in employee testing; and
4. Any required logbooks.

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 2.17 Release of Alcohol Testing Information

The Breath Alcohol Technician (BAT) shall inform the employee before testing that the City will be notified if the confirmatory test is greater than 0.02, since the employee will be removed from service and considered medically unqualified to drive under DOT agency rules and regulations.

When a grievance is filed as a result of a positive test the City shall obtain records relating to the alcohol test. Upon receiving the records, the Employer 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 will be given to the employee in conjunction with the request authorizing release of the information to the City.

Section 2.18 Paid For Time Testing

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

1. For all time at the testing site.
2. (a) If the testing site is reasonably en route between the employee's home and the center, and the employee is going to or from work, pay for travel time one way between the center and the testing site or the testing site to the center; or

(b) For travel time both ways between the center and the testing site only if the testing site is not reasonably en route between the employee's home and the employee's center.

When an employee is on the clock and a random alcohol test is taken any time during the employee's shift and the shift ends after eight (8) hours, the employee shall be paid time and one-half (1-1/2) for all time past the eight (8) hours.

ARTICLE 28
DISCIPLINE

Emergency Communications Supervisors shall be subject to discharge, demotion, or suspension under the just cause standard provided in M.G.L. c. 31 and appellate decisions interpreting that statute. Employees who have completed their probationary period under G.L. c. 31 shall follow civil service procedures in appealing any disciplinary action by the City. For these purposes, a civil service hearing before the appointing authority or the appointing authority's designated hearing officer shall be regarded as the Step 2 hearing pursuant to Article 4. Disciplinary action may be submitted to arbitration pursuant to Article 5 at such time as it is otherwise appealable to the Civil Service Commission. An eligible employee may exercise his/her appeal to the Civil Service Commission or to arbitration, but not both.

Lesser forms of discipline like written reprimands shall be subject to the grievance procedure, but not arbitration. Employees may submit a written rebuttal or explanation regarding such discipline, which shall be included in his/her personnel record. If a disputed reprimand is relied upon by the City as a basis for discipline subject to appeal under c. 31, then

the matter of whether there was just cause for the reprimand shall be subject to review in arbitration, or at the Civil Service Commission, as applicable.

ARTICLE 29 MISCELLANEOUS

Section 1. Pension Plan

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

Section 2. Bulletin Boards

Bulletin Board space will be provided for Union announcements. Such announcements shall not contain anything political, denunciatory or inflammatory, nor anything derogatory of the City or any of its officers or employees. Any violations by the Union of this Section shall relieve the City of its obligation under this Section.

Section 3. Personnel File

Each employee shall be permitted with advance notice of seventy-two (72) hours to examine, during normal business hours, his personnel file. The City may require that a Personnel Office employee be present during the examination. Employees may obtain a copy of documents contained in his/her personnel file at the copying cost established by the Commonwealth for public records.

Section 4. Mobile Technology/Recording of Work Time

Before expanding the use of GPS devices in vehicles and mobile phone and computing devices, or establishing or modifying systems for reporting and recording work time, the City will provide the Union 30 days notice and will meet with the Union upon request to discuss any questions or concerns about the City's contemplated action under this paragraph.

Section 5. Indemnification of Employees

The City shall, in accordance with Chapter 268, Section 9, of the General Laws, indemnify any employee for expenses or damages incurred by him in the defense or settlement of a claim against him in an amount not to exceed One Million Dollars (\$1,000,000.00), which claim arose out of acts performed by such employee while acting within the scope of his official duties of employment; provided that the defense or settlement of such claim shall have been made by the City Solicitor or by an attorney legally employed for the purpose by the City or by an attorney furnished by an insurer obligated under the terms of a policy of insurance to defend the City against such claim.

ARTICLE 30 STABILITY OF AGREEMENT

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

The failure of the Employer or the Union to insist, in any one or more incidents, upon

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

ARTICLE 31 SEPARABILITY

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

ARTICLE 32 GENERAL

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

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

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

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

ARTICLE 33
DURATION

Section 1. Effective Period

This contract shall be effective as of July 1, 2018 and shall continue in full force and effect through June 30, 2021 and from year to year thereafter, except that either party may, by written notice to the other at least sixty (60) days prior to the termination date, or any anniversary date thereof, give notice of its desire to modify or terminate this Agreement.


Section 2. Collective Bargaining - New Agreement

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

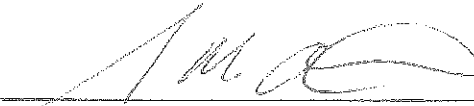
WITNESS OUR HANDS AND SEALS THIS 24 DAY OF November, 2019

CITY OF CAMBRIDGE:

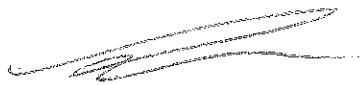
TEAMSTERS LOCAL 25,
International Brotherhood of Teamsters, on behalf of
Cambridge Emergency Communications Supervisors:



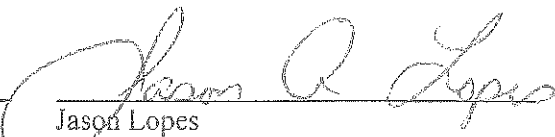
Louis A. DePasquale
City Manager



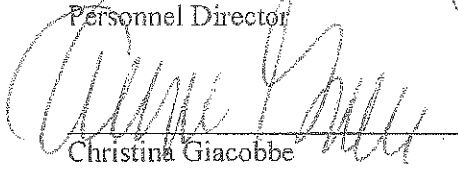
Sean O'Brien
President



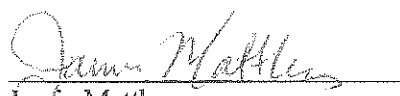
Sheila Keady Rawson
Personnel Director



Jason Q. Lopes
Business Agent

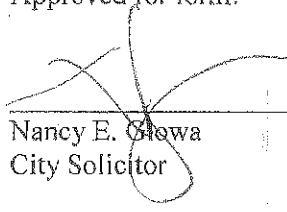


Christina Giacobbe
Director/Emergency Communications



Jamie Matthews
Deputy Director/Personnel

Approved for form:



Nancy E. Glowa
City Solicitor

IMPORTANT

***WHEN LEAVING CRAFT, CONTACT YOUR
SHOP STEWARD OR BUSINESS AGENT
OR THE UNION OFFICE TO REQUEST
A WITHDRAWAL CARD,
OTHERWISE YOU WILL BE REQUIRED TO
CONTINUE PAYING YOUR MONTHLY DUES.***