

A G R E E M E N T

Between

City of Cambridge

And the

Teamsters Local 25

on behalf of

Public Works Supervisors

of the

International Brotherhood of Teamsters

Effective: 7/1/2018

Expiration: 6/30/2021

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AGREEMENT

This Agreement entered into between the CITY OF CAMBRIDGE, MASSACHUSETTS, (hereinafter referred to as the CITY), and PUBLIC WORKS SUPERVISORS, TEAMSTERS LOCAL 25 (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 Public Works Department in the classifications listed below, but specifically excluding all others.

The certified bargaining unit shall consist of:

- Public Works Supervisors
- Construction Utility Inspector
- Supervisor of Solid Waste Operations

The City agrees to meet and discuss with the union, prior to any formal recommendation being made to the City Manager, the matter of eliminating any positions represented by the Union.

ARTICLE 2 DEFINITIONS

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

Full-time Employee shall mean any employee retained in full-time, continuous employment which is forty (40) hours per week, for positions regularly scheduled at 40 hours per week, and thirty-seven and a half (37.5) hours per week for positions regularly scheduled for 37.5 hours per week, and who has completed successfully a twelve (12) month probationary period.

Probationary Employee shall mean a person filling a permanent position 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 DUES, INITIATION FEE and AGENCY FEE

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 the monthly Union membership dues levied in accordance with the Constitution of the Union from the pay of said employee and remit the aggregate amount to the Treasurer of the Union along with a list of employees from whose pay said dues have been deducted. Such remittance shall be made within the succeeding month. An authorization may be revoked by an employee by sending a signed written notice thereof to the City Treasurer. Said revocation shall take effect sixty (60) days after receipt. The City shall send a copy to the Union.

Section 2. Dues Authorization Form

The following authorization of dues form shall be used.

UNION DUES AUTHORIZATION
FOR PAYROLL DEDUCTIONS

By: _____
Last Name First Name Middle

To: _____
Employer Department

Effective Date: _____

I hereby request and authorize you to deduct from my earnings once each month, an amount established by the Union as dues. The amount deducted shall be paid to the Treasurer of the Union.

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

Signed: _____

ARTICLE 4
GRIEVANCE PROCEDURE

Section 1. Definition, Grievance

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

Section 2. Grievance Provision

A grievance shall be settled in the following manner:

Step 1: An aggrieved employee shall file any grievance on a form provided by the City, in writing, with the Department division head within five (5) working 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) days of filing, a written decision shall be forwarded to the grievant.

Step 2: If the decision at Step 1 does not resolve the grievance, then the Union may, within five (5) days of their receipt of the Step 1 answer, forward the grievance to the Department Head or designee using the form determined by the City. The Department Head shall have fourteen (14) days to consider the grievance and forward a written decision to the grievant.

Step 3: If the decision at Step 2 does not resolve the grievance, then the Union within five (5) days of their receipt of the step 2 answer may refer the grievance to Step 3, City of Cambridge, Massachusetts Manager or designee. The City Manager or designee shall respond in writing within ten (10) days of the receipt of the grievance or a meeting to consider the matter.

Section 3. Contents of Grievances

All grievances filed at Step 2 or beyond in the grievance & arbitration procedure shall specify:

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

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

Section 4. Time Limits

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

agreed in writing to extend the time limits.

Section 5. Employee Introduction of a Grievance

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

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 or reappoint a member of the bargaining unit;
- c) disputes over alleged unlawful discrimination;
- d) the dismissal or discipline of a probationary employee;
- e) any incident which occurred or failed to occur prior to the effective date of this Agreement;
- f) notwithstanding any other provisions of this Agreement to the contrary, issues subject to Retirement Board, Civil Service Commission, Massachusetts Commission Against Discrimination (MCAD), Department of Industrial Accidents, Labor Relations Commission, Department of Personnel Administration (DPA) or other similar subject matters which have rights of appeal, shall not be the subject of arbitration.
- g) changes in job descriptions or assigned duties or clarifications and pay grades for newly created positions;
- h) the granting of a reclassification, level change, or merit pay increase;
- i) the substance of an evaluation;
- j) 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) working days after the

response of the City Manager or his/her designee is due.

Section 2. Selection of Arbitrator

The parties may move the case to the American Arbitration Association where it will be considered and processed under AAA rules and auspices. 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.

Any decision which requires/directs the payment of monies for which there is no appropriation shall not be acted upon until the funds are appropriated by the City Council.

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, or on the grounds that the award: (1) is arbitrary or capricious, or (2) misinterprets or misapplies any provision or law. 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. Extension of Time Limits

The parties may, by mutual 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 or marital status. 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, marital status or participation in or association with the activities of the Union. Both parties agree that this Agreement should not be enforced in a manner that is inconsistent with or in violation of the non-discrimination laws covered by this Article.

ARTICLE 7
MANAGEMENT RIGHTS

The City has and will continue to retain, whether exercised or not, all the rights, powers and authority heretofore had by it except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement. It shall have the sole and unquestioned right, responsibility and prerogative of management of the affairs of the City and direction of the working forces, including but not limited to the following:

- a) To determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the City.
- b) To establish or continue policies, practices and procedures for the conduct of the City business and from time to time, to change or abolish such policies, practices or procedures.
- c) To discontinue processes or operations or to discontinue their performance by employees.
- d) To select and determine the number and types of employees required to perform the City's operations.
- e) To employ, transfer, assign, promote, or demote employees, suspend, discharge, discipline, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interest of the City or Department.
- f) To describe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the City, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.
- g) To ensure that the related duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.
- h) To establish contracts or subcontracts for municipal operations. All work customarily performed by the employees of the Bargaining Unit shall be continued to be so performed unless, in the sole judgment of the City, it can be done more economically or expeditiously otherwise.
- i) To create and amend job descriptions and to determine minimum qualifications for open positions, including required certifications and/or licenses. Any changes to minimum qualifications will be communicated to the Union prior to the position being posted.

Unless an expressed, specific provision of this agreement clearly provides otherwise, the City, acting through any appropriate officials as may be authorized to act on its behalf, retains all the rights and prerogatives it had prior to signing of this Agreement either by law, custom, practice, usage and precedent to manage and control the Public Works Department.

The City agrees, without waiving its right to sub-contract, to allocate and utilize manpower and equipment within the Department in the most feasible manner prior to supplementing or complementing its capability by the use of sub-contracts except during a recognized emergency. The City's aim is to develop and implement manpower and equipment resource allocations systems which will assure maximum feasible delivery of service and utilization of regular city employees and equipment within the Department without waiving the rights and privileges set forth in the contract.

ARTICLE 8 UNION REPRESENTATIVES

The Union Steward (1), subject to the approval of the commissioner or his designee, may be granted reasonable time off during working hours to investigate and settle grievances and to attend union/management scheduled meetings by the department, without loss of pay.

ARTICLE 9 WORK STOPPAGES/LOCKOUT

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

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

Should any employee or group of employees covered by this Agreement engage in any strike, work stoppage, slowdown or withholding of service(s), the Union shall forthwith disavow any such strike, work stoppage, slowdown or withholding of service(s) and shall publish in local newspaper(s) their disavowal and shall refuse to recognize any picket line established in connection herewith. Furthermore, at the request of the City, the Union shall take all reasonable means to induce such employee or group of employees to terminate the strike, work stoppage, slowdown or withholding of service(s) and to return to work forthwith.

ARTICLE 10
SENIORITY

Section 1. Civil Service

The City agrees to conform to all Massachusetts Civil Service laws and regulations.

Section 2. Definition, Seniority

Seniority shall be defined as length of continuous employment by the City of Cambridge in a position covered by this Agreement. An employee will acquire seniority after completing twelve (12) months probationary period and seniority will then date from the beginning of his/her employment.

Seniority shall not accumulate during absences because of unpaid absence due to illness, worker's compensation, approved unpaid leaves of absence, unauthorized leaves, or other unpaid breaks in service.

Section 3. Seniority Lost

Seniority will be lost by: (a) resignation; (b) discharge; (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. Lay-off Procedure

In the event of a proposed lay-off, the parties shall immediately meet to discuss the procedure to be followed.

ARTICLE 11
COMPENSATION

Section 1. Wages

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

Wages

Retroactive to 7-1-2018	2.5%
Effective 7-1-2019	2.5%
Effective 7-1-2020	2.5%

In recognition of the additional responsibilities associated with the oversight of construction projects, employees classified as Construction Utility Inspectors will receive an additional \$1.00 per hour in their base, effective July 1, 2018, after the across-the-board base wage increase is applied.

Reopener Language

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

Parks Maintenance Supervisors and Off-hours Supervisors shall be paid at the same rate as Highway Supervisors with the same title and job responsibilities and shall be called Public Works Supervisors. Employees shall be assigned as determined by the City.

Employees are required to respond to emergencies and snow and salt operations as required by the department.

Section 2. Snow and Salt Incentive

Employees will receive a \$5.75 an hour incentive over and above their regular hourly rate of pay for all hours working snow operations outside the regular workday per winter season (October to April). All employees will be required to participate in the regular snow and salting overtime rotation, except that, in order to participate, employees must either have a valid CDL license or three years of prior experience in supervising City of Cambridge snow and salting operations. Employees who perform the tasks associated with salting will be paid the \$5.75 an hour incentive for any and all salting operations.

Effective July 1, 2019, this incentive will increase to \$6.00 per hour.

Effective July 1, 2020, this incentive will increase to \$6.25 per hour.

In the event that City Offices are closed for an entire business day due to inclement weather, employees who are required to work snow or salting operations on that day, shall receive the snow incentive stipend for all hours worked on that day, including straight time hours.

In recognition of the implementation of new safety initiatives, including the DOT medical card requirement, and in recognition of the weather-related hazards endured by employees required to respond to inclement weather emergencies and participate in snow and salting operations, effective July 1, 2018 all employees except for engineers shall receive an additional \$0.25 per

hour base wage increase, after the across-the-board cost of living increase is applied.

Section 3. CDL Incentive

In order to maximize the number of employees in the unit with a commercial driver's license, for the benefits that entails, the City and the union agree that:

Effective July 1, 2019 all employees who are either required to hold a CDL for their position or who would like to be eligible to perform CDL functions when assigned, must have and maintain a valid Department of Transportation (DOT) medical certificate as a condition of their employment (or, if the license is not a requirement of their position, in order to be eligible to perform CDL functions).

Effective on May 1, 2019, a CDL Stipend of \$150 will be paid on an annual basis to the eligible employees described above, and the one-time bonus will no longer be paid. All employees who receive this stipend are obligated to perform CDL functions when assigned.

Employees hired or promoted into a CDL-required position prior to July 1, 2019 and those who received the CDL bonus prior to July 1, 2019 will be allowed to submit an Intrastate Medical Waiver issued by the Massachusetts Registry of Motor Vehicles in lieu of a DOT medical certificate. Employees in these categories who are unable to receive either the DOT medical certificate or the Intrastate Medical Waiver will not be assigned CDL functions after July 1, 2019 but will be eligible to continue receiving their rate of pay for up to a maximum of ninety (90) calendar days. If at the end of the ninety (90) days the employee is still unable to obtain (or re-obtain) the required DOT medical certificate or Intrastate Medical Waiver, and if the City determines that the employee is qualified for a vacant lower-rated position, the City will transfer the employee to that position in lieu of termination.

The paragraph immediately above shall not apply to those hired or promoted into a CDL-required position on or after July 1, 2019 or to those who did not receive the CDL bonus prior to July 1, 2019.

The parties understand that employees who receive the annual CDL Stipend set forth above and/or the hoisting and engineering stipend described in this Article will be responsible for paying for the cost of the DOT medical examination.

The City will implement the RMV License Status Tracker program through the Registry of Motor Vehicles.

Section 4. 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:

Effective three months after ratification of the 2018-2021 Memorandum of Agreement, the City's prepaid Legal fund contribution will increase from \$.15 per hour to \$0.175 per hour for all hours worked up to 40 per week. 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 5. Licenses

The City will pay for required licenses in order for employees to perform work within their classifications.

Section 6. Clothing Allowance

Effective July 1, 2018, all eligible employees will receive \$1,000 per year. Clothing allowance shall be paid quarterly no later than the second payday in each quarter and shall be intended to be for the prior quarter.

Effective July 1, 2019, after any base wage increase is applied, the clothing allowance referenced above will be eliminated and base wages will increase by \$1,500.

It is understood and agreed that after the elimination of the clothing allowance, employees will continue to be responsible for the purchase, maintenance and replacement of necessary work clothing and footwear, including work boots. The City shall have the right to set minimum standards/requirements for work appropriate clothing and footwear.

Section 7. Paychecks

Employees hired on or after July 1, 2012 will be required to use direct deposit; pay stubs for those employees hired on or after July 1, 2012 may be made available to employees on-line, rather than through paper copy.

Section 8. Longevity

All employees shall be compensated according to the following formula as longevity pay. Said payments will be made in a lump sum the second pay day in December of each year. Years of service shall be computed as of September 1 of each year for each employee.

Longevity:	5 years	\$600	20 years	\$1600
	10 years	\$1000	25 years	\$2000
	15 years	\$1250		

Longevity shall be prorated based on an employee's last day of work if such employee retires,

voluntarily leaves employment of the City or dies. Longevity shall also be pro-rated for approved leave of absence. The year for longevity purposes shall be September 1 through August 31.

Not applicable to employees hired after July 1, 1980. All part-time employees who qualify for longevity pay shall receive a pro-rated benefit.

Section 9. Scheduling/Overtime Operations Management Stipend

In recognition that members of the bargaining unit are required to occasionally perform scheduling and planning duties outside their regular work hours to fill emergency overtime shifts and/or support operations, employees are eligible for a \$800 annual stipend, payable in May. In order to be paid this stipend, supervisors must complete all phone calls, emails, and text messages and work with the scheduling software required to fill rotations. The City shall determine the technology by which such scheduling shall be completed.

Effective July 1, 2019, this stipend will increase to \$850.

Effective July 1, 2020, this stipend will increase to \$900.

Section 10. Specialty Certifications

Any employee in the Public Works Supervisors unit who is certified in the categories listed below and meets the other criteria specified will receive the additional compensation or payment as specified.

- a. Professional Engineer -- \$2.00 per hour added to base pay with status as a registered Professional Engineer.
- b. Engineer in Training -- \$1.00 per hour added to base pay after having successfully passed the Fundamentals of Engineering examination and upon receipt of an Engineer in Training (EIT) certificate.
- c. ISA Arborist -- \$1.00 per hour added to base pay after the July 1, 2012 wage increases for the Public Works Supervisor assigned to Urban Forestry. Going forward, anyone assigned to this position must possess this certification as part of the minimum requirements of the position. For those with the ISA Arborist certification not assigned to Urban Forestry, stipend will be \$2.00 per hour for the entire shift when they are doing forestry work.
- d. Confined Space – Any member who is properly certified to enter confined space will be paid an additional \$1.00 per hour for the entire shift on any shift where he is required to enter confined space as defined by law or regulation, and performs the duties in compliance with law or regulation. Effective July 1, 2019, this stipend will increase to \$1.50 per hour.

- e. Hot Mix Asphalt Paving Inspector -- \$1.00 per hour added to base pay available only to those personnel who would need to supervise or apply asphalt as part of their jobs and receive the requisite certification through the New England Transportation Technician Certification Program. Effective July 1, 2020, this incentive will increase to \$1.50 per hour added to base pay.
- f. ACI Concrete Field Testing Technician Certification -- \$1.00 per hour added to base pay available only to those personnel who supervise or place concrete.
- g. Massachusetts Certified Landscape Professional (MCLP) -- \$2.00 per hour added to base pay for those assigned to Parks for certification through the Massachusetts Association of Landscape Professionals.
- h. Certified Playground Safety Inspector (CPSI) -- \$1.25 per hour added to base pay for those assigned to Parks for certification through the National Recreation and Park Association.
- i. Hoisting and Engineering License – Employees who currently have or obtain in the future a valid hoisting and engineering license shall be eligible for a \$750 annual pensionable stipend payable in December 2018. In order to qualify for this stipend, the employee must produce a valid hoisting and engineering license as of December 1 of each year and, in addition, must demonstrate to the satisfaction of the City, proficiency in operating the required equipment. The City shall make the final determination as to proficiency. Effective for the December 2019 payment, the stipend will increase to \$900.

All employees who receive this bonus are obligated to perform hoisting-related functions when requested to perform such tasks for short periods of time in unusual situations and to assist in training.

- j. Construction Supervisor License – Effective upon ratification of the 2015 – 2018 Memorandum of Agreement (November 23, 2015), \$2.00 will be added to the base pay of those employees assigned to the Street and Sewer Maintenance or Engineering divisions who obtain a Construction Supervisor License.

Any employee in the Public Works Supervisors unit who receives certification in the following categories shall receive the specified stipend for a five year period. In order to maintain the stipend after that time, the employee will have to retake the training. These stipends shall be regarded as pensionable income and subject to retirement deductions as well as income tax.

- k. OSHA Certification 30 Hour Training -- \$275 annual stipend. Effective July 1, 2019, the stipend will increase to \$350. Effective July 1, 2020, the stipend will increase to \$400.

1. Competent Person Training -- \$100 annual stipend for Excavation and Trenching Certification, available only to those who have also completed the 30-hour OSHA training as a prerequisite. Effective July 1, 2019, this stipend will increase to \$150.

Section 11. 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 12. Hubway Membership

The City shall offer Hubway memberships to benefited employees, on the same terms as non-union employees.

Section 13. Baystate Roads Workshops

Effective upon ratification of this agreement, all bargaining unit employees will receive a \$0.75 per hour stipend for completion of two full-day workshops in the Baystate Roads Program. Employees will be required to complete seven (7) full-day workshops on or before December 31, 2019, thereby obtaining Roads Scholar status. Upon completion of each workshop after the second one, employees will receive an additional \$0.25 per hour stipend, for a total of \$2.00 per hour after all seven workshops have been completed. Beginning in January 2020, employees must attend two full-day workshops per calendar year in order to maintain the \$2.00 stipend.

All workshops must be related to the employee's job duties and responsibilities. The determination of whether or not a workshop is job-related will be made by the Department Head or his/her designee on a case-by-case basis. It is the employee's responsibility to confirm job-relatedness with the Department before attending. Proof of attendance must be submitted.

This stipend will only apply to members of the bargaining unit hired on or before June 30, 2019.

Section 14. Truck Blocking Pay

Effective upon ratification, employees who have completed the City's training program and who are required to perform special event duties related to blocking areas with trucks, will receive an additional \$2.00 per hour for all hours worked performing such duties.

Section 15. Computer Skills Proficiency

All employees, pursuant to passing basic computer skills proficiency tests in the following areas (as determined by the City, depending upon the needs of the Public Works 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 12 HOURS OF EMPLOYMENT

Section 1. Public Works

The normal work week for employees in Union shall consist of five (5) consecutive eight (8) hour work days, including a one half (1/2) hour unpaid lunch break for forty (40) hour per week employees. Thirty-seven and a half (37.5) hour per week employees shall have a normal work week of five (5) consecutive seven and a half (7.5) hour work days, including a one (1) hour unpaid lunch. Employees shall have regular starting and ending times, which may be changed in the sole discretion of management with two weeks' notice, or, in case of emergency, without notice, during the period of emergency as determined in the sole discretion of management.

Section 2. 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 holidays shall be considered to be time worked in computing eligibility for overtime pay. Employees may elect to earn 40 hours of compensatory time per calendar year in lieu of overtime.

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

Section 3. Call-Back

Employees may be called back to work after having completed a full work day, as determined in the sole discretion of Management.

Section 4. Call-In

Employees may be called in to work before the scheduled reporting time in the sole discretion of Management.

Section 5. Overtime Pay Minimums

Except as provided in the paragraph immediately below, employees who report for overtime work between the hours of 11:00 p.m. and 5:00 a.m. shall be guaranteed eight (8) hours of pay at the rate of time and one half of their regular rate of pay. Employees who report for overtime work other than between the hours named above shall be guaranteed four (4) hours of pay at the rate of time and one half of their regular rate of pay. This guaranteed overtime pay shall be in addition to any pay earned during the employee’s regular shift.

When employees are held over their regular shift or when employees have received at least eight (8) hours of notice prior to the time they are scheduled to report for overtime work, they shall be paid time and one-half of their regular rate of pay for all overtime hours actually worked and the guaranteed minimums in the paragraph above shall not apply. For purposes of this section, “notice” shall mean either actual contact with the employee or placing a call and/or text message to the phone supplied by the City to the employee for such notice, in accordance with the established practice, whether or not contact is made with the employee.

Section 6. Re-opener

If any new shift ending after 7:00 PM that has a duration of 30 days or more is created, then the City and the Union agree to reopen the contract for the sole purpose of negotiations concerning a night shift differential.

ARTICLE 13
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) |
| Presidents’ Day | Veterans' Day |
| Patriots’ Day | Thanksgiving Day |
| Memorial Day | Day After Thanksgiving |
| Independence Day | Day Before Christmas |
| | Christmas Day |

Section 2. Eligibility

To be eligible for such holiday pay, any employee shall have worked on the scheduled work day preceding the holiday and have worked on the scheduled work day following the holiday unless on authorized leave.

Section 3. Saturday/Sunday Holidays

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

Section 4. Overtime For Holidays

Employees who cannot be spared on any of these holidays because of the requirements of the Department will be paid at their overtime rate for hours worked on a holiday.

ARTICLE 14
VACATIONS

Section 1. Calendar Year Qualification

Employees hired on or after January 1, 2010 shall be entitled to receive vacation of not less than three weeks with pay after they have completed one year of service.

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 department work. For the procedure on scheduling vacation time, see Section 9.

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. Vacation Allowances

Vacation allowance beyond the basic allowance depends upon the length of service of each employee.

Section 6. Five (5) Years Service

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

Section 7. Fifteen (15) Years Service

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

Section 8. LOA During Vacation

Leave of absence without pay or absence due to work related injury, exceeding fifteen (15) days during a calendar year, shall be applied to a proportionate reduction to the next year's leave credit. (e.g. a three month absence will reduce the next year's vacation allotment by 25%)

Section 9. 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 and the approval of the department head.

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 through April should be submitted by December 15 of the prior year. Attempts will be made to accommodate all vacation requests so submitted. If because of staffing requirements within the department 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 15 for the January to April time period will be granted on a first come, first served basis, taking into account date submitted, the previously approved requests, and the department/division's staffing requirements.

By April 15 of each year, vacation requests should be submitted for the remainder of the calendar year. Attempts will be made to accommodate all vacation requests so submitted. If because of staffing requirements within the department and/or 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 April 15 for the remainder of the year will be granted on a first come, first served basis, taking into account date submitted, the previously approved requests, and the department/division's staffing requirements. Pursuant to this paragraph, if two or more requests for the same time period are submitted on the same date, the request of the person with the most seniority will be granted first.

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.

Employees may not take vacation during weeks when they are assigned as the salting supervisor.

Exceptions may be made with the advance approval of the Department Head for unforeseen emergencies and on a day by day exception basis during Christmas/New Years. The union and the City agree to work together on the assignment of salting supervisor duties to minimize vacation disruption.

Section 10. Definition, Week

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

Section 11. Vacation Payoff, Leaving the City Employ

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

Section 12. Vacation Buyback

Employees shall be entitled to buyback of up to one week of unused vacation per calendar year at the then prevailing wage rate.

Section 13. 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/she becomes entitled to bereavement leave under Article 17, he/she shall be allowed to utilize such time and it shall not be treated as vacation leave.

ARTICLE 15
SICK LEAVE

Section 1. During Probationary Period

Employees covered by this Agreement who have been regularly employed in their positions continuously for at least twelve (12) consecutive months shall be entitled to sick leave with full pay in accordance with the following provision. Any sick leave during the twelve-month probationary period will be considered leave of absence without pay.

Section 2. Definition, Sick Leave

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

- (a) Personal illness or physical incapacity to such an extent as to be unable to perform the duties of his or her position.
- (b) Attendance upon members of the family within the household of the employee, whose illness requires the care of such employee, and/or to care for and bond with an employee's new child or children in accordance with the City's Parental Leave Policy, provided that not more than a total of twenty (20) working days with pay shall be

granted to such employee for these purposes in any one (1) calendar year, not to exceed earned sick leave available.

- (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, 30 minutes before the start of his/her shift.

Section 4. Physician's Statements

If the absence is more than five (5) consecutive working days, or if there are repeated absences of shorter duration, a statement from the employee's physician will be required stating the form and extent of the employee's illness or disability, to be submitted upon return to work. Subsequent certificates may be requested at the discretion of the Department Head. If the employee fails to provide the original copy of the physician's statement when requested, he/she shall not receive pay for the days in question, whether or not the employee has accumulated sick leave to his credit; neither will the employee be permitted to return to work until s/he provides the required physician's statement.

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

Section 5. Accrual - During Lay-off/LOA

Employee(s) granted a personal leave of absence without pay shall not accrue sick leave during said layoff or leave of absence, but upon resumption of active employment shall have available the unused 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 up to and including discharge.

Section 7. Sick Leave and Worker Compensation Law

Employees receiving compensation under the provisions of Worker Compensation Law may draw on accumulated and unused sick leave while it lasts to make up the difference in the regular weekly pay of an employee while receiving Worker Compensation.

Section 8. Transfers - Unused Sick Leave Accumulations

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

Section 9. Unused Sick Leave

Upon the death or retirement of any employee, any unused sick leave shall be paid to the estate of the employee or directly to the employee, whichever is applicable, at the following rate schedule per day for every full day of accrued but unused sick leave:

Days 1-50	\$45 per day
Days 51-100	\$50 per day
Days 101-150	\$95 per day
Days 151-200	\$105 per day
Days 201-300	\$125 per day, or 50% of the employee's daily rate of pay, whichever is less, but in no case less than \$105 per day
Days 301-450	\$145 per day, or 50% of the employee's daily rate of pay, whichever is less, but in no case less than \$125 per day

Total accumulation for the purposes of sick leave buy back shall be 450 days.

Note: the unused sick leave rates set forth above reflect a \$5 per day increase at each level effective July 1, 2019.

Section 10. Sick Leave Allowance

All permanent employees shall accumulate sick leave at a rate of 15 days per year, each January. Employees working less than 11 workdays in any month shall have sick leave prorated in the following year, by reduction of the sick leave allowance of a day and one fourth, for each such month. No sick leave benefits shall be paid in the first six (6) months of service. After the completion of this period, employees shall be credited with 1 1/4 days sick leave per month. Employees shall receive a one-time allowance of 7.5 days sick leave as of July 1, 2009.

Accumulation for the purposes of sick leave usage is limited to four hundred (400) days.

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 sick leave at the rate of 1 1/4 day per month provided the total accumulation does not exceed the maximum accumulation described above.

Section 11. Patterned Absenteeism

Nothing in this Agreement shall prevent the City from taking appropriate action for patterned absenteeism. Patterned absenteeism, by way of illustration and not to limit examples, is considered to be; 1) repetitive occurrences of absenteeism occurring in a given pattern such as

days before/days after scheduled days off; 2) Friday/Monday occurrences; 3) Cyclical absences identified as weekly, monthly, semiannual, of annual occurrences (i.e. lengthy absences in winter months or summer which suggest lengthening of preferable absence periods/months); 4) Repetitive same day of the week absences; 5) No call/no show absences which follow a pattern; or the like where a pattern can be a discernible pattern and may be identified.

Section 12. Sick Leave Incentive

An employee with perfect attendance for a six (6) month period (no sick leave, no workers compensation lost time, no leave without pay, no unauthorized absence or other no pay status) shall receive a \$300 payment and one (1) compensatory day for the six month period (prorated for part-time). The six month period will be a rolling period.

Section 13. Sick Leave Bank

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

Section 14. Prolonged Illness

In case of prolonged illness (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 9 and 10. The practice of individual donations of sick leave to other individuals is eliminated.

ARTICLE 16
PERSONAL DAYS

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

Section 1. Personal Days

All full time employees who have been continuously employed for more than one (1) year shall be allowed three personal days (24 hours for 40 hour/week employees or 22.5 hours for 37.5 hour/week employees) per year for personal business, such time to be taken in increments of no less than four (4) (or for 37.5 hour per week employees in not less than 3.25) 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 17
BEREAVEMENT LEAVE

Section 1. Bereavement Leave

Employees will be granted a leave of absence with pay for not more than six (6) working days on account of the death of a spouse, child, or domestic partner, duly registered in the Office of the City Clerk, five (5) working days on account of the death of a mother, father, brother, sister, son-in-law, daughter-in-law, parent-in-law, step-parent or step-child; three (3) working days on account of the death of a grandparent or grandchild whether such relative was a member of the employee's household or not. Pay for absence not to exceed three (3) working days will also be allowed on account of the death of any relative who was a permanent member of the employee's household or of any other person with whom said employee made his or her home.

Bereavement leave is consecutive leave time. The initiating period begins the first day of claimed bereavement or the immediate day following the death of the family member and continues consecutively for the allowed time period. If the allowed time period includes normally scheduled days off, no additional time is allowed.

Section 2. Other Bereavement Allowances

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

ARTICLE 18
PARENTAL LEAVE

Effective January 1, 2016, 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 19
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. 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 20 TRAINING AND DEVELOPMENT

Employees are expected to actively pursue the upgrading of their skills through continuing education. The Union and the City agree to continuing discussions to identify and pursue training opportunities for union members to assist them in improving their skills. The City will provide a maximum of \$1,600 per person annually for reimbursement for successful completion of training and education programs previously approved by the department head or his/her designee. These funds may not be carried over from year to year. Effective July 1, 2019, the maximum will increase to \$2,000 per person annually.

With the exception of Construction Utility Inspectors and Public Works Supervisors assigned to the Building Operations Division, all members of the bargaining unit are expected to have and maintain a Commercial Driver's License (CDL) as a condition of employment.

ARTICLE 21 JURY DUTY

Section 1. City Pay for Working Time Lost

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

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

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

Section 3. Court Certificates of Jury Duty Service

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

ARTICLE 22
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 six (6) months. At the end of the leave of absence the employee may be reinstated to his other former position or a similar position unless more senior employees in the department have been laid off.

Section 2. Personal Leave - Length of Service Benefits

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

Section 3. Medical Insurance Responsibilities

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

ARTICLE 23
MEDICAL INSURANCE

Section 1. Health Insurance

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

Employees shall be responsible for paying 15% of the monthly working rate of any HMO offered by the City including Blue Cross/Blue Shield Health Flex Blue or successor product should it be offered by the City. The City will contribute 85% 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. Those who transfer with City of Cambridge health insurance coverage for which they were paying less than 25% at time of transfer will pay the contribution rate in effect for unit members covered prior to July 1, 2012. Those who transfer with City of Cambridge health insurance coverage for which they were paying 25% at time of transfer will continue to pay 25%.

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

Section 2. Dental and Vision Plan

The City will contribute \$24.70 per week to the Local 25 Health and Welfare Fund for the dental and vision coverage only plan. (\$11.70 weekly employee cost.)

Effective July 1, 2019, members of this bargaining unit became eligible to participate in the Cambridge Public Employees Dental and Vision Fund's dental and vision care plans on the same terms as other City employees budgeted to work 37.5 hours or more per week.

Section 3. Option to Waive Health Insurance

An employee shall have an option to waive health insurance (with proof of alternative coverage) and receive a \$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 health insurance waiver payment will increase to \$1800 per year (\$150 per month).

Section 4. Long-Term Disability – Voluntary Employee Paid Program

The parties acknowledge that the City is currently working with the larger Teamsters Local 25 unit to identify a long-term disability insurance plan that could be offered through payroll deduction, 100% employee paid, covering non-job related disabilities. The parties agree that, if allowed by the long-term disability provider chosen for the larger Teamsters Local 25 unit, the Public Works Supervisors will be given the opportunity to enroll in that plan.

ARTICLE 24 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. An employee, who by reason of an Industrial accident is unable to perform his/her duties, may draw from his/her unused sick leave for the first twenty-one consecutive calendar days of said disability, at his/her normal rate of pay. Refusal to provide Worker's Compensation coverage or termination of benefits shall be the sole discretion of the City, as governed by Chapter 152 of the General Laws, and shall not be subject to the grievance and or arbitration procedure.

Section 2. Reports 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.

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

ARTICLE 25
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

City employees will be subject to drug and alcohol testing on a random testing basis, as per the Department of Transportation mandated drug testing, if their jobs require a Class A or Class B commercial driver's license (CDL) and if they have occasion to utilize that License in the course of performing their assigned duties for the City of Cambridge.

Effective May 23, 2015, given the safety sensitive nature of their positions, all employees in the bargaining unit will be subject to random drug and alcohol testing, as provided herein, under the same rules in effect for Department of Transportation mandated testing. All employees will also continue to be subject to reasonable cause testing.

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.

<u>Substance</u>	<u>Initial Test Level (ng/ml)</u>
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 DOT mandated random testing, 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 any employees who are required by the City to possess a Class A or Class B license.

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 testing is testing in the event that specific, articulable and contemporaneous observations of appearance, behavior and actions of an employee clearly indicate the need for drug/alcohol testing.

The employee's conduct must 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.

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

DOT mandated drivers 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.

Non-DOT mandated drivers may 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 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 Department of Transportation mandated 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 City Safety and Health manager 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. The City shall maintain in a driver's qualification file only such information as required by the DOT to document compliance with the drug testing requirements.

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

City employees subject to Department of Transportation mandated alcohol testing are those whose jobs require a Class A or Class B Commercial Drivers License (CDL). This includes mechanics and employees who relieve for vacations or other temporary vacancies.

Effective May 23, 2015, given the safety sensitive nature of their positions, all employees in the bargaining unit will be subject to random alcohol testing, as provided herein, under the same rules in effect for Department of Transportation mandated testing. All employees will also continue to be subject to reasonable cause 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 DOT mandated random testing, 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 must 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

DOT mandated drivers 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.

Non-DOT mandated drivers may 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.

A driver shall only be tested for alcohol while the driver is performing safety sensitive functions, just before the driver is to perform safety sensitive functions, or just after the driver ceased performing such functions

Employees who are on long term illness or leave or 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.

1. - 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.

2. Post Accident Testing

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

3. 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.

4. 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 employee's 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 log books.

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

Section 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.

Section 3. Suspension or Revocation of License

In the event an employee shall suffer a suspension or revocation of the right to drive the city's equipment for any reason, the employee must notify the City before they next report to work. Failure to comply will subject the employee to disciplinary action up to and including discharge in accordance with law and this contract.

Section 4. Marijuana

On-duty use of marijuana and/or an employee reporting for work impaired due to marijuana use continues to be prohibited, even if the employee meets all the requirements to use marijuana medicinally.

Other than in the above circumstances, Non-DOT employees who test positive for marijuana as a result of a random drug test will not be automatically subject to disciplinary action and/or mandated treatment provided that, at the time of the drug test, the employee documents to the satisfaction of the City that the employee meets all of the legal requirements to use marijuana medicinally, including possession of an active Medical Use of Marijuana Patient Identification card, a current certification from a licensed physician and registration by the Commonwealth of Massachusetts to access a registered marijuana dispensary to obtain marijuana for medical use. The City will also require such employee to undergo a fitness for duty evaluation prior to returning to work. The employee is required to cooperate fully in the process of gathering all information required. Pending the gathering of this information and

the results of the fitness for duty evaluation, the City reserves the right to place the employee on paid leave.

The decision about whether any employee's use of medicinal marijuana will be accommodated by the City, and the terms of that accommodation, will be made after an interactive process between the City, the Union, and the employee to determine whether the requested accommodation is reasonable. The employee is required to fully cooperate in the interactive process.

The parties agree to reopen contract negotiations if alternative forms of drug testing for marijuana are approved by the Department of Transportation. If a marijuana impairment test is implemented, the language above relating to the medical use of marijuana will no longer be in effect.

ARTICLE 26 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 27 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 28
MOBILE TECHNOLOGY/RECORDING OF WORK TIME

The City shall provide smart phones and two-way radios, and may also provide tablets or other mobile computing technology, to unit employees. The City shall determine the use of such equipment, consistent with the City's Internet, Telephone, and Online Computer Services Use Policy. Any disciplinary action taken by the City of Cambridge pursuant to any provision in this policy shall be subject to the grievance and arbitration provisions of the collective bargaining agreement including the just cause standard. If discipline is imposed on an employee pursuant to this policy, the City understands and agrees that the Union may file a grievance alleging that the employee did not engage in the alleged activity and/or the discipline is not appropriate based on the employee's activity.

Before expanding the use of GPS devices in vehicles and mobile phone and computing devices, upgrading technology of work systems, 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.

ARTICLE 29
GENERAL

The parties agree that all items are effective July 1, 2018 unless otherwise specified.

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 30
DURATION

Section 1. Effective Period

This contract shall be effective as of July 1, 2018, and with the agreed upon extension, 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. Unless otherwise specified in separate Articles in this Agreement, all terms and conditions shall be effective as of the date of Union ratification of this Agreement.

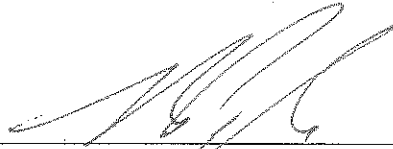
Section 2. Collective Bargaining - New Agreement

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 8th DAY OF November, 2019.

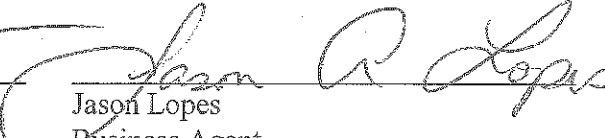
CITY OF CAMBRIDGE:


TEAMSTERS LOCAL 25, on behalf of
Cambridge Public Works Supervisors
International Brotherhood of Teamsters:

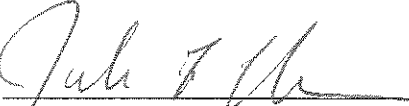

Louis DePasquale
City Manager

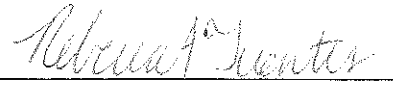

Sean O'Brien
President/Principal Officer



Sheila Keady Rawson
Personnel Director



Jason R. Lopes
Business Agent


Owen O'Riordan
Public Works Commissioner


John Nardone
Deputy Commissioner of Public Works


Rebecca Fuentes
Asst. Commissioner of Public Works


Jamie Matthews
Deputy Director, Personnel Dept.

Approved for form:

Nancy E. Glowa
City Solicitor

CITY OF CAMBRIDGE

PERSONNEL DEPARTMENT
CITY HALL, CAMBRIDGE, MA 02139
(349-4332)

GRIEVANCE

(Note: Prepare and sign three (3) copies. All three copies should be submitted at each successive step by the aggrieved employee or the Union until the grievance is resolved. At settlement or at third-response, copies are distributed to the Union (Green), the Department (Yellow), and the Personnel Department(White).

NAME OF AGGRIEVED EMPLOYEE: _____

TITLE AND COMPENSATION GRADE: _____

DEPARTMENT AND DIVISION WHERE EMPLOYED: _____

NAME OF EMPLOYEE ORGANIZATION: _____

(Grievant should state facts {including date(s)} on which his/her grievance is based; specify each section of the contract which is alleged violated, include the proposed remedy).

Signed: _____
Aggrieved Employee

Signed: _____
Union Steward

_____/_____/20____
(Mo) (Day) (Year)

1st-Step Response

The grievance as stated was first presented to me _____ ORALLY _____ IN WRITING
on _____ and _____ Remains Unsettled _____ Has been Adjusted
(Mo) (Day) (Year)

(Insert date when facts of grievance were first stated to Supervisor by Union Steward)

Signed:-

Signed: _____
(Employee or Union Steward)

Title: _____
(Employee's immediate supervisor outside of Bargaining Unit)

_____/_____/20__ _____/_____/20__ (Mo) (Day)
(Year) (Mo) (Day) (Year)

2nd-Step Response

The grievance was submitted to me on _____. My response is as follows:
(Date rec. by Dept Head/Designee)

Signed: _____ Title: _____

_____/_____/20__
(Mo) (Day) (Year)

The response of the Department Head/Designee is is not sufficient to settle this grievance.

_____/_____/20__ Signed: _____
(Mo) (Day) (Year) (Union Representative)

3rd-Step Response

The grievance was submitted to the City Manager on _____/_____/20__. The response of the City Manager or Designee is as follows:

_____/_____/20__ Signed: _____
(Form CPD 1.2) (City Manager or Designee) (Form CPD 1.2)

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.