

COLLECTIVE BARGAINING AGREEMENT

between

THE CITY OF CAMBRIDGE

and

STATE COUNCIL 93, AMERICAN FEDERATION

of

**STATE, COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO**

(Traffic Supervisors)

EFFECTIVE: JULY 1, 2017

EXPIRATION: JUNE 30, 2020

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This Agreement entered into between the City of Cambridge, Massachusetts, (hereinafter referred to as the CITY), and State Council 93, American Federation of State, County and Municipal Employees, AFL-CIO, Local 897, (hereinafter referred to as the UNION), has as its purpose the promotion of harmonious relations with the CITY and the UNION; the establishment of an equitable and peaceful procedure for the resolution of difference; and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE 1 RECOGNITION

Section 1. Bargaining Agent 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 Traffic Supervisors employed by the City of Cambridge, excluding Intermittent/Reserve Traffic Supervisors, all managerial and confidential employees, and all other employees of the City of Cambridge, per MCR-3344.

Section 2. Union Information The CITY will advise all new employees at the time of employment that the UNION is their bargaining representative and will notify the UNION at the end of each month of the name and address and classification of each new employee and termination/separation. The CITY recognizes the right of any employee to become a member of the UNION and will not discourage, discriminate or in any other way interfere with the right of any employee to become and remain a member of the UNION. The UNION recognizes the right of any employee to refrain from becoming and/or remaining a member of the UNION and will not discriminate on account of the exercise of such right.

ARTICLE 2 UNION DUES AND AGENCY FEE

Section 1. Deductions Pursuant to the provisions of General Laws, Chapter 180, Section 17A, accepted by the CITY, UNION dues shall be deducted by the CITY monthly, except the months of July and August, from the salary of each employee who voluntarily executes and remits to the CITY a form of authorization for payroll deduction of UNION dues, initiation fee and assessments.

Section 2. Authorization Withdrawn Such authorization may be withdrawn by the employee by giving at least sixty (60) days' notice in writing to the CITY and by filing a copy thereof with the Treasurer of the UNION.

Section 3. Transmittal of Dues. Transmittal of said dues deducted shall be made to the UNION Treasurer within twenty-five (25) working days after the month in which dues are deducted; provided that the CITY Treasurer is satisfied with such evidence as he may require that the Treasurer of the UNION has given to the UNION a bond, in a form approved by the Commissioner of Corporations and Taxation, for the faithful performance of his duties, in a sum and with such surety or sureties as are satisfactory to the CITY Treasurer.

The following authorization of dues form shall be used:

BY: _____
 LAST NAME FIRST NAME MIDDLE NAME
TO: _____
 EMPLOYER DEPARTMENT

EFFECTIVE: ____/____/20____
 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 is given by me to you in writing. Upon the receipt whereof this authorization shall expire sixty (60) days thereafter.

SIGNED: _____
DATE: _____

Section 4. Service Fee In addition to the above, all members of the bargaining unit who are not members of the UNION and/or who have not voluntarily executed an authorization for UNION dues as provided above shall be required to pay to the UNION pursuant to and in conformance with Mass. G.L. c. 150E, S12, as a condition of employment, a service fee on or after the 30th day following employment in the bargaining unit or the effective date of the Agreement, whichever is later. The amount of such service fee shall be equal to the amount required to become a member and remain a member in good standing of the UNION and its affiliates to or from which membership dues or per capita fees are paid or received. This provision shall not authorize the UNION to receive a service fee unless it has established a procedure for handling the rebate requirements of Mass. G.L. c 150E, S12. Said fee shall be deducted monthly and remitted to the UNION as provided above.

Section 5. Voluntary Union PEOPLE deduction Employees may contribute to the Union's PEOPLE program by executing a written authorization for the deduction. Such authorization may be revoked by the employee at any time by giving written notice to both the City and the

Union. After at least five (5) employees have submitted such an authorization, the City agrees to begin making the deductions and to remit same pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE 3 GRIEVANCE PROCEDURE

Section 1. Procedure Any grievance of dispute arising between the parties which involves the application, meaning, or interpretation of this Agreement shall be settled pursuant to the provisions of this Article and Article 4.

Section 2. Step One An employee shall file all grievances in writing, with his/her supervisor within five (5) working days of its occurrence or when he/she knew or should have known of its occurrence. The supervisor shall attempt to adjust the grievance. A settlement of the dispute at this level shall not establish precedent for the resolution of other or similar problems between the employee and his immediate supervisor or elsewhere throughout the CITY.

Section 3. Step Two If the grievance has not been resolved at Step One within five (5) days of its submission, it shall be presented in writing by the UNION and or the aggrieved employee to the Department Head within five (5) working days thereafter. The Department Head shall respond in writing within five (5) working days of the receipt of said grievance.

Section 4. Step Three If the grievance has not been resolved at Step Two, it shall be presented in writing to the CITY Manager or his designee within five (5) working days after the reply of the Department Head has been received or is due. The City Manager or his designee shall respond in writing within ten (10) working days of the receipt of said grievance.

Section 5. Waiver of Grievance Failure by the UNION to comply with above time limits shall constitute a waiver of the grievance.

Section 6. Time Limit Extensions Upon the written request of either party the above time limits shall be reasonably extended.

Section 7. Matters Not Subject to Grievance/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) disputes over alleged unlawful discrimination;
- c) the dismissal or discipline of a probationary employee. The probationary period shall be for six working months and an additional three-month extension if needed;

- d) any incident which occurred or failed to occur prior to the effective date of this Agreement;
- e) notwithstanding any other provisions of this Agreement to the contrary, issues subject to Retirement Board, Civil Service Commission, Massachusetts Commission Against Discrimination (MCAD), Department of Industrial Accidents, Labor Relations Commission, unless the Labor Relations Commission requests that the matter be submitted to arbitration, Human Resource Division of the Commonwealth of Massachusetts, or other similar subject matters which have rights of appeal, shall not be the subject of arbitration or conciliation.
- f) changes in job descriptions or assigned duties or clarifications and pay grades for newly created positions;
- g) the substance of an evaluation;
- h) layoff or reassignment for non-disciplinary reasons after alternative methods have been considered.

ARTICLE 4 ARBITRATION

Section 1. Proper Notice Any grievance which has not been settled under Article 3, may be submitted by the CITY or the UNION to arbitration in the manner set forth below, within thirty (30) working days after the response of the City Manager or his designee is due by giving written notice by registered or certified mail to the other party.

Section 2. Selection of Arbitrator The parties shall attempt to select an arbitrator within seven (7) working days after the notice of arbitration has been given. If the parties cannot agree upon an arbitrator, either party may submit the matter to the American Arbitration Association in writing in accordance with its rules and regulations, and a copy thereof shall be given by mail, postage prepaid, addressed the City Manager or the President of the UNION, as the case may be. In order to be timely, said matter must be submitted to the AAA in writing with a copy to the other party within thirty (30) working days of the notice described in Section 1 above. Failure of either party to comply with this time limit shall constitute a waiver of the grievance.

Section 3. Arbitrator's Authority The arbitrator shall be without power or authority to alter, add to, or detract from the provisions of this Agreement.

Section 4. Decisions/Fees/Expenses The decision of the arbitrator shall be final and binding upon both parties. The fees and expenses of the arbitrator shall be shared equally by the parties.

Section 5. Extension of Time Limits The parties may, by mutual agreement, extend the time in any particular case.

ARTICLE 5
CIVIL SERVICE

The CITY and the UNION agree to conform to all Massachusetts Civil Service laws and regulations relative to promotions, layoff, recall, probationary period, temporary and permanent appointments and disciplinary action. If there is any conflict between any provisions of this Agreement, the above laws, rules and regulations shall govern.

ARTICLE 6
FAIR PRACTICES

Section 1. Voluntary Union 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, marital status, age, physical or mental handicap. The UNION will represent all persons equally and 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, marital status, age, physical or mental handicap or participation in or association with the activities of the UNION. Both parties agree that this Agreement should not be enforced in a manner that is inconsistent with or in violation of the nondiscrimination laws covered by the Article.

Section 3. Under-utilization The CITY and the UNION agree that when there is proof of any employment practices, regardless of their intent, which result in the under-utilization of racial or ethnic minorities, women, older employees, or the handicapped, specific affirmative action measures must be implemented to redress the effects of discrimination and to insure genuine equality of opportunity for all under-utilized groups. Such affirmative action measures shall encompass (but are not limited to) the areas of hiring, promotion, demotion, recruitment, layoff, or termination, compensation, and training opportunities.

ARTICLE 7
NO STRIKE CLAUSE

The UNION shall not engage in, induce or encourage, and no employee represented by it in the City of Cambridge shall participate in any strike, work stoppage, slowdown or withholding of services as defined in Section 1 and 9A of Chapter 150E of the Massachusetts General Laws.

ARTICLE 8
MANAGEMENT RIGHTS

Section 1. Authority/Power/Jurisdiction/Responsibility

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's business and from time to time, to change or abolish such policies, practices or procedures.
- C. To select and determine the number and types of employees required to perform the City's operations.
- D. To employ, transfer, assign, promote, or demote employees; or to suspend, discharge or discipline employees, subject to just cause; 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.
- E. 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.
- F. To ensure that the related duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.
- G. 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 judgment of the City, it can be done more economically or expeditiously otherwise, subject to bargaining obligation under M.G.L. c 150E.

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 Police 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.

Section 2. Utilization-Personnel/Equipment The CITY shall have the right to utilize personnel and equipment in the manner designed to provide the most efficient and economical operation for the CITY.

Section 3. Traffic Posts-Reductions/Transfers If after evaluation by the CITY, it is deemed that a traffic school post is no longer needed, or can be covered by a route police officer, the CITY shall transfer the employee who held that post to another post in the CITY; however, the post shall be bid in accordance with the vacancy article.

ARTICLE 9 BEREAVEMENT LEAVE

An employee shall be entitled to paid bereavement leave during absence from work for a period not exceeding five (5) consecutive working days due to the death of a spouse, parent, child or adopted child, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law; three (3) consecutive working days due to the death of a step-child, grandparent, grandchild. Every such absence shall be approved and certified to by the head of the department. Also, an employee shall be entitled to paid bereavement leave during absence from work for a period not exceeding one (1) working day due to attending the funeral of the death of brothers-in-law, sisters-in-law, aunt, uncles, nephews and nieces.

Note: The language above became effective upon the date of ratification of this contract (9/8/2017) when “calendar” days was changed to “working” days and two additional days were granted upon the death of a brother, sister, son-in-law, daughter-in-law, father-in-law or mother-in-law.

ARTICLE 10 SENIORITY

The CITY agrees to conform to all Massachusetts Civil Service laws and regulations relating to seniority, promotions, layoffs, recall, probationary period, temporary and permanent appointments and disciplinary actions. Seniority shall be defined as continuous length of service in a position within the bargaining unit.

ARTICLE 11
OPEN BID ASSIGNMENTS

If a vacancy occurs within a post covered by this Agreement that the CITY desires to fill with other than a police officer, the CITY will open the position and accept bids from UNION members. The bidding process will take place in the following manner. At the monthly UNION meeting following the opening of the position, such position (s) shall be opened for bidding by all *qualified* employees within the bargaining unit. In filling the vacancy, the CITY shall appoint the most senior qualified employee, except when disciplinary actions have taken place or where there has been an unauthorized absence from duty. The employee assigned to the vacancy shall have a trial period of 30 working days and shall be evaluated by his/her supervisor during that trial period. If it is determined that the employee cannot handle the post, such employee would return to his/her original post. A vacancy is defined as an opening created by (1) termination; (2) death; (3) retirement; (4) a leave of absence for a period in excess of six (6) months; or (5) a new position. After the 30 day trial period referred to above, this will become the employee's permanent post, subject to subsequent re-bidding.

The City shall fill vacancies in the 45 days after the City has decided to fill the position and posted the job.

Any such appointment may be subject to the grievance procedure, but shall not be subject to arbitration.

"Open" assignments, whether previously turned in to the station or not, will be subject to re-bidding at the June traffic supervisors meeting. All subsequent vacancies prior to the beginning of the school year will be filled by the station.

The above named vacancies will then follow the bidding process.

ARTICLE 12
SICK LEAVE

Section 1. Entitlement Employees covered by this Agreement who have been regularly employed in their positions continuously for at least six (6) months shall be entitled to sick leave with full pay in accordance with the following provisions. Any sick leave during the six-month probationary period will be considered a leave of absence without pay.

Employees hired into permanent positions will be entitled to three (3) sick days per year, receiving 1.5 days after six months service and a prorated .25 days per month until the next January 1 following completion of the probationary period. Such employees, after three (3) years of service, shall be entitled to five (5) sick days per year, awarded on January 1 of each year. The accumulation of sick leave is limited to 300 days.

Section 2. Reasons for Use 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) 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. Physician Statements If the absence is more than four (4) days, or if there are repeated absences of shorter duration, a statement from the employee's physician may be required stating the form and extent of the employee's illness or disability. Subsequent certificates may be requested at the discretion of the Department Head.

Prolonged illnesses, those of a continuous nature rather than intermittent, shall relieve the Traffic Supervisor of the responsibility to call into the station each and every day to report sick leave. In order to qualify for this dispensation, Traffic Supervisors must provide the department with what is referred to as a "doctor's note".

That doctor's note shall include the following standard criteria:

- a. Appropriate letterhead indicating the prescribing physician or authorized health provider;
- b. date of the employee's examination;
- c. diagnosis;
- d. date of return to work or next scheduled appointment with the health provider or any referrals to other providers;
- e. the original copy of the doctor's note including the doctor's written signature; photocopies will not be acceptable.

Section 4. LOA Without Pay Employees granted a leave of absence without pay shall not accrue sick leave during said leave of absence, but upon resumption of active employment shall have available the sick leave accrued before the time of such layoff or leave of absence.

Section 5. Willful Violations-Rules/Regulations Employees charged with 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 a false claim for sick leave, shall be liable for restitution and be subject to disciplinary action, Except for absences of 4 days or more, notice of any such violation shall be in writing.

Section 6. Unused Sick Leave-Death/Retirement/Separation Upon the death, retirement or separation of any employee, any unused sick leave shall be paid to the estate of the employee or directly to the employee, whichever is applicable, at the rate per day for every full day of accrued but unused sick leave, as specified below, subject to the following terms, conditions and definitions:

Retirement shall be defined, for the purposes of this Section, as a superannuation retirement under the provisions of the Cambridge Retirement System; Separation shall be a stated intent on the part of an employee, who is not eligible for retirement as defined above, to cease working on a regular basis. In order to be eligible for this Sick Leave Buy-Back benefit, a separating employee shall have a minimum of ten (10) years service with the City of Cambridge and have attained the age of fifty-five (55), OR in the alternative, shall have at least twenty (20) years of service with the City with no minimum age requirement.

Section 7. Buyback Provisions Unused sick leave days subject to buyback may be bought back at the rate of two times the hourly rate for each day to a maximum of \$35.00 per day. The maximum buy-back for employees hired prior to March 7, 1985 shall increase to \$40.00 per day, effective July 1, 2012.

If an employee has perfect attendance for two years (each year shall be a calendar year) such employee may buy back two days of sick leave at his /her daily rate of pay up to the maximum provided in this section. These days will be paid in January based on the employee's daily rate of pay on December 31.

Section 8. Extended Sick Leave An employee on extended sick leave in excess of sixty (60) days shall be placed on inactive status ineligible for all benefits, and not eligible to return without adequate medical documentation of fitness for duty. The City reserves the right to assess fitness by a physician designated by the City.

ARTICLE 13
WORK ASSIGNMENTS ON TEMPORARY BASIS

1. Unscheduled school closing when an employee is not reassigned.
 - a) Snow emergency or inclement weather in which the school department closes.
 - b) Unusual circumstances that occur during the school day (i.e. boiler breaks and school is released etc.)

2. Scheduled school closing when an employee is not reassigned.
 - a) School vacations throughout the school year.
 - b) Scheduled holidays throughout the school year.
 - c) Summer recess (when all the schools in the CITY are closed for the summer, public, private and parochial).

3. Scheduled school closing when an employee is reassigned if not needed at their regular post.
 - a) Graduation exercises.
 - b) A school closing with a 24-hour notice in advance.

4. If an employee has any combination of public, private or parochial school children crossing at their post and one of the school systems closes, the employee still must be on duty for the other school or schools that remain open.
5. When an employee is reassigned to another post on a temporary basis, the Police Department will make every effort to reassign the employee to a school crossing nearest their home.

ARTICLE 14 JURY DUTY

Section 1. Pay Allowances 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. Requirements-Discharged from Jury 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/she is discharged from jury service prior to 12 noon where feasible.

Section 3. Court Reports for Jury Duty Pay Received 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 15 MATERNITY LEAVE

Section 1. Duration Allowed A leave of absence without pay will be granted for a period not to exceed six (6) months for the purpose of giving birth, and receiving postpartum care, provided the employee notifies her department head in writing. Upon the expiration of said leave, the employee shall be reinstated to her last designated post. Failure to return to work upon the expiration of said leave will result in termination unless the employee has received a written extension, from the City Manager, two weeks prior to the expiration date.

Section 2. Benefit Effects The time taken for maternity leave shall not accrue towards those benefits requiring certain periods of employment such as sick leave, wage increments etc., but the time taken for maternity leave shall not affect the employee's right to receive benefits for which she was eligible at the date of her leave.

Section 3. Sick Leave/Usage During Disability Sick leave shall be available during periods of disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom upon the terms and conditions set forth under Article 12, Sick Leave.

ARTICLE 16
WORKER'S COMPENSATION

Section 1. Entitlement Employees who are disabled as a result of an injury arising out of and in the course of their employment are entitled to compensation in accordance with the Worker's Compensation Act.

Section 2. Reports Required 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. Sick Leave-Work/Comp Payment Interactions An employee receiving sick leave with pay, who simultaneously receives compensation under the Worker's 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.

Section 4. No Benefits Accumulation While an employee is on Worker's Compensation, such employee shall not accrue benefits such as sick leave, etc.

ARTICLE 17
STABILITY OF AGREEMENT

Section 1. Changes Executed in Writing No amendment, alteration or variation of the terms or provisions of this Agreement shall bind the parties hereto unless made and executed in writing by the parties hereto.

Section 2. Waivers/Relinquishments The failure of the CITY or the UNION to insist in any one or more situations, upon performance of any of the terms or provisions of this Agreement, shall not be considered a waiver or relinquishment of the right of the CITY or of the UNION to future performance of any such term or provisions, and the obligations of the UNION and the CITY to such future performance shall continue.

ARTICLE 18
PAID LEAVE TIME

Section 1. Negotiations/Grievance Processing Reasonable time off without loss of pay shall be granted for four employees on negotiating committee for negotiations with the CITY, and a UNION representative for the processing of grievances with the CITY, if such time overlaps the employee's tour of duty.

Section 2. Union Delegates Two employees may be relieved from duty with pay for two days to be delegates at the annual A.F.S.C.M.E. conference, provided two weeks notice is given to the Department Head.

ARTICLE 19
SPECIAL LEAVE

Leave of absence without pay for a limited period of time, not to exceed ninety (90) days may be granted for any reasonable purpose provided the following conditions are adhered to:

- 1) Sufficient notice, in writing, has to be provided by way of a written request to the department. This notice should be made 2 weeks in advance of the anticipated leave.
- 2) Once the request is received, whether or not the reason(s) articulated constitutes a reasonable purpose for the requested leave is decided by the Commissioner, and the leave request itself must be approved by the City Manager.
- 3) Any leave of absence that is not formally requested in advance as articulated above will be considered an unauthorized leave of absence.

ARTICLE 20
HOURS OF WORK

Section 1. Schedules The days of employment shall conform to the Cambridge School calendar. No employee will lose any compensation during the school year for "no school" days, vacations, holidays, or school closings.

Employees hired after 3/7/85 shall be paid only for the day(s) they work, except they shall be paid at their average week's pay for the school vacation periods known as the Christmas Vacation, February Vacation and the April Vacation.

ARTICLE 21
WAGES

Section 1. Schedule

Wages will be increased pursuant to the following schedule:

| | |
|-----------------------------|------|
| Retroactive to July 1, 2017 | 2.5% |
| Effective July 1, 2018 | 2.5% |
| Effective July 1, 2019 | 2.5% |

| | Employee Hired Prior to 3/7/85 | Employee Hired After 3/7/85 |
|--------|---|--------------------------------------|
| 7/1/17 | \$10,314 | \$18.81 |
| 7/1/18 | \$10,572 | \$19.28 |
| 7/1/19 | \$10,836 | \$19.76 |

Section 2. Reopener 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.

Section 3. Retention Bonus There shall be a retention bonus of \$100 per year for each member of the bargaining unit who works for the full year, payable at the end of each contract year.

Section 4. Paychecks Employees hired on or after July 1, 2011 will be required to use direct deposit. Pay stubs for those employees hired on or after July 1, 2011 may be made available to employees on-line, rather than through paper copy.

ARTICLE 22
LONGEVITY

Effective July 1, 1983, all employees shall be compensated according to the following formula as longevity pay. Said payments will be made in lump sum the first full pay period in December of each year. Years of service shall be computed as of September 30th of each year for each employee.

YEARS OF SERVICE

PAYMENT

20 but not 25

\$125

25 and over

\$150

*Employees hired after January 1, 1984, will not be eligible to receive longevity benefits.

ARTICLE 23
CLOTHING ALLOWANCE

Section 1. Payment Schedule

Effective July 1, 2017, the clothing allowance for all bargaining unit members shall increase from \$625 to \$650. Effective July 1, 2018, the clothing allowance shall increase to \$675.

Section 2. Newly Hired Traffic Supervisors

- A. The City will equip newly hired Traffic Supervisors with seasonally appropriate Clothing/equipment in accordance with Side Letter 5.
- B. All newly hired Traffic Supervisors hired between the start of the school year and the following April 30, will be measured and seasonally clothed within 60 days of hire, contingent upon availability of clothing from supplier. These Traffic Supervisors will not be eligible for the clothing allowance the following school year. Example: An employee hired on February 1, 2018, will be measured and seasonally clothed within 60 days. The employee will be fully clothed in September 2018, but will not receive their initial clothing allowance until the Fall of 2019.
- C. All newly hired Traffic Supervisors hired between May 1 and the end of the school year will be provided only with safety vests. At the beginning of the following school year, these Traffic Supervisors will be measured and clothed. These Traffic Supervisors will not be eligible to receive the clothing allowance for the first year. Example: An employee hired on May 1, 2018, will receive a safety vest upon hiring. The employee will be fully clothed in September 2018, but will not receive their initial clothing allowance until the Fall of 2019.
- D. Newly hired Traffic Supervisors who are not able to be uniformed shall be provided with a safety vest immediately upon their assumption of their duties.

Section 3. Dress Code The CITY reserves the right to impose a reasonable dress code for employees receiving clothing allowance under this section.

Section 4. Uniform Usage While Pregnant When a Traffic Supervisor becomes pregnant and can no longer fit into her uniform she may wear a plain blue skirt/pants rather than purchase a new uniform.

ARTICLE 24 PERSONAL DAY

All employees shall be granted one personal day per year. Reasonable notice must be given to the Supervisor in order to be granted the personal day. Such leave time shall not accumulate from year to year and shall not be subject to any buy-back provisions as contained under the sick leave article.

ARTICLE 25 ADMINISTRATIVE DAY

Section 1. Allowances Employees hired prior to 7/1/89 shall receive one administrative day for each sixty (60) days of perfect attendance during the school year. The sixty day periods shall be from the first day of school through the sixtieth day of school, the sixty-first day of school through the one-hundred twentieth day, and the one-hundred twenty-first day through the one-hundred-eightieth day of school.

Employees hired on 7/1/89 or thereafter shall receive one (1) administrative day for each ninety (90) days of perfect attendance during the school year. The ninety (90) day periods shall be from the first day of school through the ninetieth day of school, the ninety-first day through the one hundred-eightieth day of school.

The eight month time period during which the Administrative Day must be used does not include July or August.

Section 2. Buyback Provision Interaction Administrative days are not subject to the buyback provisions of sick leave. Administrative days must be used within eight (8) months of receiving such days, except that employees, at their own choice may either: use their allotted administrative day(s); or, cash in the day(s) at their then current rate of pay before the end of the school year.

Section 3. Bereavement Leave Interaction Employees shall not incur the loss of an Administrative day due to absence because of accident(s) experienced on the job or for approved bereavement leaves (5 day, 3 day or 1 day leave) as described in Article 9.

Section 4. Jury Duty Interaction An absence due to Jury Duty will not disqualify an employee

otherwise eligible to receive an Administrative Day.

ARTICLE 26
JOB DESCRIPTION

The job description for traffic supervisor shall include the following phrase "to control and direct motor vehicles and pedestrian traffic, as it pertains to the safety of the children to and from school."

ARTICLE 27
DRUG AND ALCOHOL TESTING

The following policy shall govern the administration of the drug and alcohol screening process by the Management of the Cambridge Police Department (hereinafter Department) among employees, specifically Traffic Supervisors, of the Cambridge Police Department (hereinafter Employees) to test for the unauthorized use of illicit drugs and alcohol.

Testing will be conducted on those individual employees where the facts are sufficient to constitute reasonable suspicion of unauthorized use of a controlled substance and/or alcohol. The Department shall have the right to require that the Employee submit without delay, to a urinalysis test and/or a breath alcohol test.

Reasonable suspicion shall be based on information of objective facts obtained by the Department and the rational inferences which may be drawn from those facts. The credibility and reliability of information obtained, shall be weighed in determining the presence or absence of reasonable suspicion.

The Employee to be drug and/or alcohol tested, will be notified of the test requirement just prior to obtaining the urine sample or breath alcohol test. Advance notification of the testing will not be given, in any circumstances, to prevent any likelihood of urine sample tampering.

The testing officer will maintain the sterility of the sample and the integrity of the sampling process, by executing a chain-of-custody process for the sample given and all related documentation.

If an Employee refuses to submit to a drug and/or alcohol screening test, under the Agreement, it shall be considered insubordination warranting discipline, under a just cause standard.

An Employee with a positive confirmatory drug and/or alcohol screening result, will be suspended or discharged from employment under a just cause standard.

An Employee with two (2) positive confirmatory drug and/or alcohol screening results, will be discharged from employment.

Any employee wishing assistance with drug and/or alcohol problems or concerns is urged to contact the City's Employee Assistance Program. Strict Confidence is maintained.

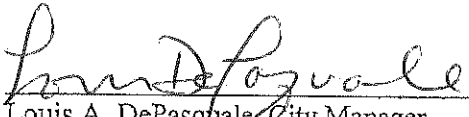
ARTICLE 28
DURATION


This contract shall be effective as of July 1, 2017 and shall continue in full force and effect until June 30, 2020. Either party may, by written notice to the other at least sixty (60) days prior to the termination date, give notice of its desire to modify or terminate this Agreement. Upon receipt of such notice, the parties will meet and engage in collective bargaining for the purpose of reaching a new Agreement. The City and the Union agree to continue discussions during the life of the contract over sources of recruitment and retention of employees.

WITNESS OUR HAND AND SEALS THIS 17th DAY OF June, 2018

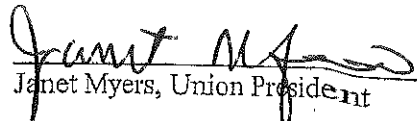
CITY OF CAMBRIDGE


STATE COUNCIL 93, AMERICAN
FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-
CIO

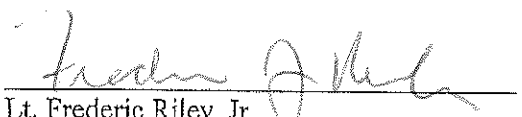

Louis A. DePasquale, City Manager



Michael Coogan, Bargaining Agent


Branville G. Bard, Police Commissioner


Janet Myers, Union President


Sheila Keady Rawson, Personnel Director


Lt. Frederic Riley, Jr.


Andrea Brown, Chief Administrative Officer, Police

APPROVED AS TO FORM:


Nancy E. Glowa, City Solicitor

SIDE LETTER 1
ATTENDANCE BONUS

An employee who has perfect attendance (no sick leave, time off for workers' compensation, leave of absence without pay, suspension, or other unpaid leave) for the entire school year, from beginning to end, shall be entitled to a payment of \$525, payable after the end of the school year.

Effective July 1, 2018, this payment shall be increased to \$550.

SIDE LETTER 2
Detail Assignments Investigation

The City agrees to continue to make a good faith effort to discuss using Traffic Supervisors for traffic details which cannot be supplied by Police Officer detail assignments.

SIDE LETTER 3
SUMMER EMPLOYMENT

The Union and the City agree that employees may be offered work during the summer, up to ten (10) hours per week in the Police Department or Traffic and Parking Department. Acceptance of the work is voluntary. The work offered to employees shall be suitable to each employee's experience, capability and skills. The City reserves the right to offer suitable work assignments in other than the Police or Traffic Department if available. Traffic Supervisors electing to work in the summer who are paid at the rate established for employees hired before March 1, 1985 will be paid for summer hours at an amount equal to their annual pay rate divided by 430 or the rate for the job they are assigned to perform, whichever is greater.

Summer employment notices will be distributed by the first week of June.

For such summer work, the employee will be paid the higher of the current wages (calculated on an hourly basis) of the position of Traffic Supervisor, or the position in which the person is actually performing.

Benefits will accrue on a prorated basis. The Union agrees not to challenge the right to make such summer employment job offers to its members.

Sick Leave During Vacation Period: Employees working during the summer vacation period will be eligible to receive one paid sick day to be used in July or August only, and which will not carry over.

Nothing herein should be construed to limit the right of the Union to represent the members at Division of Employment Security hearings, if the situation so arises.

SIDE LETTER 4
Intermittent/Reserve Traffic Supervisors

The City shall have the right to screen, select and employ intermittent/reserve Traffic Supervisors to be used to augment or supplement Traffic Supervisors to replace those absent for various reasons and for unanticipated needs; i.e.; such as the term an absent employee serves an unanticipated leave; medical or approved leaves where it is believed the employee will return to work at a determinable time; a term needed to provide coverage while a new hire is sought to supplement a employee who leaves the department.

The City shall retain a list of such intermittent/reserve Traffic Supervisors by seniority date of hire. If and when permanent traffic supervisor openings occur, those intermittent/reserve Traffic Supervisors shall have the first right of refusal for those positions before they are offered outside of the department.

Intermittent/Reserve Traffic Supervisors shall not be eligible for union membership and will not be represented by the union.

For new hires, alternate/intermittent/reserve Traffic Supervisors shall become permanent after sixty (60) days.

SIDE LETTER 5
Uniform/Equipment List
AFSCME 93, Local 897 – Traffic Supervisors, Cambridge, MA

- One (1) Blizzard coat for winter use
 - One (1) Windbreaker
 - One (1) Raincoat with rain hat
 - One (1) Long sleeve shirt
 - One (1) Short sleeve shirt
 - One (1) Hat: men - eight point hat
women - wave style
 - One (1) Tie
- Lower half uniform: Men - two (2) pairs pants (4 pocket)
- Women - one (1) pair pants (4 pocket)
one (1) skirt

POLICE DEPARTMENT ISSUE

- Police Department shoulder patches (as needed)
- Traffic Supervisor rockers (as needed)
- One (1) hat badge
- One (1) breast badge
- One (1) safety vest (every two years – beginning October)

The aforementioned list of uniform and equipment constitutes the full complement of such uniform items and equipment to be issued according to conditions articulated in Article 23 – Clothing Allowance.

It is understood that beyond the issuance of a single set of summer and winter uniforms, the Police Department is not responsible for any additional sets of summer or winter clothing that individual traffic supervisors may wish to purchase.

SIDE LETTER 6
Notification

The Department agrees to notify the union within a reasonable time period of those employees who are eligible to receive an administrative day, pursuant to the schedule contained in Article 25, Section 1.

SIDE LETTER 7
Handheld Stop Signs

The City and Union agree that the use of handheld stop signs shall be optional for each Traffic Supervisor.

SIDE LETTER 8
Recruitment and Retention Agreement

The City and Union agree to continue discussions during life of contract over sources of recruitment and retention of employees.

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