AGREEMENT

BETWEEN

CITY OF CAMBRIDGE

AND

INDEPENDENT WATER WORKERS ASSOCIATION

EFFECTIVE: JULY 1, 2023

EXPIRATION: JUNE 30, 2026

TABLE OF CONTENTS

AGREEMENT		6
ARTICLE 1		6
RECOGNITIO	N	6
	Recognition - Bargaining Unit	
Section 2. C	ity Advises New Employees of Bargaining Representative	7
DEFINITIONS	5	7
ARTICLE 3		7
	, INITIATION FEE, AND AGENCY SERVICE FEES	
Section 1.	Union Membership	
Section 2.	Dues Authorization Form	
ARTICLE 4		8
	PROCEDURE	
Section 1.	Definition of Term "Grievance"	
Section 2.	Grievance Procedure	
Section 3.	Contents of Grievances	
Section 4. Section 5.	Time Limits Employee Submittal of a Grievance	
Section 5. Section 6.	Precedent	
Section 0. Section 7.	Matters Not Subject to Grievance/Arbitration Procedure	
	Maners ivoi Subject to Grievance/irottration i roccaure	
	N	
Section 1. Section 2.	Timely Submission	
Section 2. Section 3.	Arbitrator's Powers	
Section 5. Section 4.	Scope & Timely Submission of Decision	
Section 4. Section 5.	Arbitrator's Decision - Binding and Final Upon Both Parties	
	Arburator's Decision - Binding and Final Opon Boin Turnes	
	CES	
SCOPE OF WO	ORK	13
ARTICLE 8		13
MANAGEME	NT RIGHTS	13
ARTICLE 9		14
UNION REPR	ESENTATION	14
ARTICLE 10		15
NO STRIKE - 1	NO LOCKOUT	15
ARTICLE 11		15
SENIORITY		15
	Civil Service	
	Union Seniority	
	Seniority Lost	

Section 4.	Lay-off Procedure	
ARTICLE 12		16
COMPENSATI	ION	16
Section 1.	Base Wage Increases	
Section 2.	License Stipends	
Section 3.	Overtime Pay	
Section 4.	Holiday Pay	
Section 5.	Call Back	
Section 6.	Call Back While on Vacation	
Section 7.	Clothing Allowance	
Section 8.	Longevity Pay	
Section 9.	Travel Allowance and Reimbursement	
Section 10.	Renewals - Required Licenses	
Section 11.	<u>-</u>	
Section 12.	CDL Bonus/DOT Medical Certificates	
Section 13.	Leak Bonus	24
Section 14.	Confined Space	
Section 15.	ASE Certifications	25
	Hot Top Pay	
ARTICLE 13		27
SICK I FAVE		27
Section 1.	New Hires	
Section 1. Section 2.	Definition - Sick Leave	
Section 3.	Notification by Employee	
Section 4.	Physician's Statements	
Section 4. Section 5.	Accrual During Lay-off or LOA	
Section 6.	Willful Violations	
Section 7.	Sick Leave and Workers' Compensation Law	
Section 8.	Transfers - Unused Sick Leave Accumulations	
Section 9.	Sick Leave Allowance	
Section 10.	Death/Retirement - Unused Sick Leave	
Section 11.	Patterned Absenteeism	
Section 12.	Unauthorized Absence	
Section 13.	Rolling Administrative Day	
Section 14.	Prolonged Illness - Hospitalization / Confinement	
Section 15.	Perfect Attendance Record	
Section 16.	Holiday During Paid Sick Leave	
Section 17.	Sick Leave Bank	
ADTICLE 14		
	SSENCE	
Section 1.	Personal Leave	
Section 2.	Personal Leave - Length of Service Benefits	
Section 3.	Medical Insurance Responsibilities	
Section 4.	Parental Leave	32
ARTICLE 15		33
BEREAVEME	NT	33
Section 1.	Bereavement Leave	
Section 2.	Other Bereavement Allowances	
ARTICLE 16		33
VACATIONS		23
Section 1.	Calendar Year Qualification	
Section 1. Section 2.	Vacation Scheduling	
Section 3.	Holiday During Vacation	
Section 5.	Toward During Turanon	

Sick Leave/Vacation Leave Interaction	
Vacation Allowances	
Vacation Payoff - Leaving the City Employ	36
	36
ERVICE	
Computation of Benefits Earned	37
	37
OMPENSATION	37
Entitlement	37
Workers' Compensation - Sick Leave Interaction	37
	38
N - RETIREMENT	38
	38
Schedule	
	39
	30
•	
Holiday During No Pay Status	
ΔVS	40
•	
Court Certificates of Jury Duty Service	41
	42
	42
	42
OTHER CLASSIFICATION	42
	42
Funds Allocation	
	4.5
F AGREEMENT	
	Vacation Allowances LOA During Vacation Vacations During Current Year Definition of Day Vacation Payoff - Leaving the City Employ ERVICE Military Leave Reinstatement Computation of Benefits Earned OMPENSATION Entitlement Reports/Injury Workers' Compensation - Sick Leave Interaction AN - RETIREMENT ORK Schedule Paid Holidays Eligibility Saturday/Sunday Holidays Holiday During No Pay Status AYS Personal Days City Pay for Working Time Lost Work Assignments - Pre-Noon Discharge from Duty Court Certificates of Jury Duty Service OTHER CLASSIFICATION ND EDUCATION FUNDS Training/Education Funds

Section 2.	Waivers/Relinquishments	
ARTICLE 28		43
MISCELLANE	EOUS	43
Section 1.	Indemnification	
Section 2.	Rate Upon Promotion	44
Section 3.	Adoption Benefit	44
Section 4.	Employee Awards/Labor Management Committee	
Section 5.	Paychecks	
Section 6.	DVS License Tracker Program	
Section 7.	GPS	
	ΓΥ	
ARTICLE 30		45
MEDICAL INS	SURANCE PREMIUMS	45
Section 1.	Insurance Plan	
ARTICLE 31		46
COPIES OF AG	GREEMENT	46
ARTICLE 32		46
GENERAL		46
ARTICLE 33		47
SAFETY MEA	ASURES	47
Section 1.	Safety Equipment	
	Use of Safety Equipment	
	O WELFARE FUND	
ARTICLE 35		48
NIGHT DIFFE	RENTIAL	48
ARTICLE 36		48
WATER TREA	ATMENT PLANT	48
DRUG AND A	LCOHOL TESTING	18
Section 1.	Administration	-
Section 2.	Medicinal Marijuana	
	Metalenta Manyama	
	ND EFFECTIVE DATE OF AGREEMENTDuration	
Section 1.	<i>D</i> นานแบก	30
APPENDIX A		52

AGREEMENT

This Agreement entered into between the CITY OF CAMBRIDGE, MASSACHUSETTS (hereinafter referred to as "the City") and the INDEPENDENT WATER WORKERS ASSOCIATION (hereinafter referred to as "the Union") has as its purposes the promotion of harmonious relations between the City and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and terms and conditions of employment.

ARTICLE 1

RECOGNITION

Section 1. Recognition - Bargaining Unit

The City recognizes the Union as the sole and exclusive bargaining agent for the purposes of collective bargaining with respect to wages, hours, and other conditions of employment for all full-time and regular part-time employees of the Cambridge Water Department in the following classifications:

cross-connection inspectors, cross-connection supervisors, meter technicians, meter technician supervisors, reservoir caretakers, working supervisors, construction inspectors, water system maintenance craftsworkers, skilled laborers, laborers, motor equipment operators, motor equipment repair-workers, inventory control specialists, motor equipment operators – operations specialist, and excluding all other employees, including, but not limited to, treatment plant operators, filter operators, working foreperson, machine maintenance, superintendent, managing director, distribution supervisors, business manager, chief ranger, ranger, master mechanic, manager of water resources, manager of distribution, assistant manager of distribution, manager of engineering, supervisor of water quality, assistant water quality supervisor, watershed manager, manager of operators, administrative assistants, fiscal coordinator, office clerical staff, interns and co-op students, other supervisors, accountants, engineers, chemists, seasonal employees, co-op students, interns and managerial and confidential employees.

Section 2. City Advises New Employees of Bargaining Representative

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

ARTICLE 2

DEFINITIONS

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

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

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

Part-time Employee shall mean an employee who is scheduled to work less than thirty-seven and one-half (37.5) hours per week.

City shall mean the Appointing Authority of the City or their designee(s).

ARTICLE 3

UNION DUES, INITIATION FEE, AND AGENCY SERVICE FEES

Section 1. Union Membership

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

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

Section 2. Dues Authorization Form

The following authorization dues deduction form shall be used:

DUES / AGENCY SERVICE FEE PAYROLL DEDUCTION AUTHORIZATION FORM

I,	, hereby authorize my Employer,
the City of Cambridge (Water Departm	nent) to deduct from my regular
salary the amount established by th	ie Independent Water Workers
Association ("IWWA") as dues or agend	cy service fee and to transmit at
regular intervals such deducted dues	or fees to the Treasurer of the
IWWA.	
The foregoing authorization sha	all continue for a period of one (1)
room from the data harrof or until the	tormination of this Agreement

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

Effective Dat	e:
Signature:	
	(Please print or type name below)

ARTICLE 4

GRIEVANCE PROCEDURE

Section 1. Definition of Term "Grievance"

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

Section 2. Grievance Procedure

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 fifteen (15) 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 ten (10) working 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) working days of receipt of the Step 1 answer, or within five (5) working days of when the Step 1 answer was due but not received, forward the grievance to the Department Head or designee using the form provided by the City. The Department Head shall have ten (10) working 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 may, within five (5) working days of receipt of the Step 2 answer, or within five (5) working days of when the Step 2 answer was due but not received, refer the grievance to Step 3, City Manager or designee. The City Manager or designee shall respond in writing within ten (10) days of receipt of the grievance or a meeting to consider the matter. It is hereby agreed that, unless the parties agree that a meeting with the City Manager or their designee would be unnecessary or futile, the Union shall be given an opportunity to present the grievance to the City Manager or designee in a meeting.

Section 3. Contents of Grievances

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

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

(d) the remedy sought for each alleged contract violation.

Failure to provide sufficient information as required above, by the step 3 hearing, shall result in the grievance being non-arbitrable.

Section 4. Time Limits

The failure of an employee or the Union to file or process a grievance in accordance with the time limits specified in this Agreement shall constitute a waiver of the grievance, unless upon the Union's written request, the time limits are extended by mutual agreement to process a grievance from one step to the next. There shall be no waiver of time limits for the initial filing of the grievance.

Section 5. Employee Submittal 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/Arbitration Procedure

The following matters shall not be subject to the grievance and arbitration procedure under this Agreement:

- a) disputes over alleged unlawful discrimination;
- b) the dismissal or discipline of a probationary employee;
- c) any incident which occurred or failed to occur prior to the effective date of this Agreement;
- d) notwithstanding any other provisions of this Agreement to the contrary, issues subject to Retirement Board, Civil Service Commission, with the exception of discipline pursuant to M.G.L. c. 31 sec. 41, Massachusetts Commission Against Discrimination (MCAD), Department of Industrial Accidents, Department of Personnel Administration (DPA) or other similar

subject matters which have rights of appeal, shall not be the subject of arbitration.

- e) changes in job descriptions or assigned duties or classifications and pay grades for newly created positions;
 - f) the substance of an evaluation:
- g) layoff or reassignment for non-disciplinary reasons after alternative methods have been considered.
- (h) warnings and reprimands are subject to the grievance procedure, through the third step, however, they are not subject to the arbitration procedure.

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 their designee is received or due, whichever is sooner. Provided however, that upon the written request of either party, the above time limit shall be reasonably extended by mutual consent.

Section 2. Selection of Arbitration

If mutually agreed upon by the parties within seven (7) days from the date that the submitting party has served the other party with written notice of intent to arbitrate, the Board of Conciliation and Arbitration ("BCA") shall conduct the arbitration procedure. The expenses of the proceedings shall be borne equally by the City 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 make copies available to the other party at cost (of reproduction) and without charge to the arbitrator/conciliator. If the parties fail to agree to use the BCA within the aforesaid seven (7) day period, then the parties will submit the case to the American Arbitration Association where it will be considered and processed under AAA rules and auspices.

Section 3. Arbitrator's Powers

The arbitrator shall be without power to alter, add to, or detract from the provisions of this Agreement nor may they make any decision which violates the City Charter, ordinances, or the statutes or regulations of the Commonwealth of Massachusetts.

Section 4. Scope & Timely Submission of Decision

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

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

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

ARTICLE 6

FAIR PRACTICES

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

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

ARTICLE 7

SCOPE OF WORK

The personnel of the Union shall perform all assigned work relating to the operation and maintenance of the Water Works and the materials and property connected therewith, and this with respect to aqueducts, lands, reservoirs, storage basins and other property connected with the Water Works required in conveying, distributing and treating water, to the City and its inhabitants.

ARTICLE 8

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 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, consistent with bargaining obligations under state law.
- 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 or promote employees; or to demote, suspend or discharge or otherwise discipline non-probationary employees subject to just cause; warnings and reprimand subject through third step grievance procedure, not subject to arbitration; or to lay off 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 prescribe 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 judgment of the City, it can be done more economically or expeditiously otherwise.

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 Water Department.

The City agrees, without waiving any right to sub-contract, to allocate and utilize manpower and equipment within the Department in the most appropriate 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 9

UNION REPRESENTATION

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

ARTICLE 10

NO STRIKE - NO LOCKOUT

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

No employee covered by this Agreement shall engage in, induce, or encourage any strike, work stoppage, slowdown or withholding of service(s). The Union agrees that neither it nor any of its officers or agents will call, instigate, authorize, participate in, sanction or ratify any such strike, work stoppage, slowdown or withholding or 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 the Cambridge Chronicle newspaper, or successor paper(s) their disavowal and shall refuse to recognize any picket line established in connection herewith, at a cost to be split fifty/fifty between the City and the Union. 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 11

SENIORITY

Section 1. Civil Service

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

Section 2. Union Seniority

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

Section 3. Seniority Lost

Seniority will be lost by: (a) resignation; (b) discharge for just cause; (c) failure to return from an approved leave of absence as scheduled (d) failure to report for work as scheduled for three (3) consecutive days without previous notification to the employee's Department Head except for reasons beyond control of the employee.

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. If the parties are unable to reach agreement, the question of procedure shall be submitted to one of the following named arbitrators who is able to hear the matter within two (2) weeks:

- 1. James Litton
- 2. Mark Irvings

If none of the above arbitrators is able to hear the matter within two (2) weeks, the matter shall be presented to the arbitrator who is first available after that period.

ARTICLE 12

COMPENSATION

Section 1. Base Wage Increases

Bargaining unit employees will receive increases to their base wages as follows:

July 1, 2023	2.5% on base wages
July 1, 2024	3.0% on base wages
July 1, 2025	3.5% on base wages

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.

Water Works Construction and Maintenance

In recognition of the increasingly specialized skills and abilities associated with water works construction and maintenance, effective July 1, 2024, after any across-the-board base wage increase is applied, \$0.25 will be added to the base wage rates of the positions listed below. Effective July 1, 2025, after any across-the-board base wage increase is applied, an additional \$0.25 will be added to the base wage rates of the following positions:

- Water Systems Maintenance Craftsperson/Distribution
- MEO IIA/Water
- MEO IIA/Operations Specialist
- Working Supervisor/Water Systems Maintenance/Distribution

Inventory Control Specialist/Dispatch Position Adjustment

Upon a review of the essential duties, responsibilities and minimum requirements of the position, effective July 1, 2024, after any across-the-board base wage increase, an adjustment of \$1.00 per hour will be applied to the position of Inventory Control Specialist/Dispatch in order to ensure the continued ability to attract and retain qualified applicants.

Section 2. License Stipends

Any employee who holds a Massachusetts Water Distribution License shall receive additional compensation according to the following schedule: (for those who are not required to do so for the jobs they currently hold)

Level 1	\$1.15 /hr.
Level 2	\$1.45 / hr.
Level 3	\$1.85 /hr.
Level 4	\$2.40 /hr.

Effective July 1, 2025, this stipend payment shall increase as follows:

Level 1	\$1.30 /hr.
Level 2	\$1.60 /hr.
Level 3	\$2.00 /hr.
Level 4	\$2.55 /hr.

The City will pay a \$350 bonus for any employee who first obtains a Level 1 license, a \$700 bonus for any employee first obtaining a Level 2 license (minus bonus money already received), a \$1,150 bonus for any employee first obtaining a Level 3 license (minus bonus money already received), and a \$1,400 bonus for any employee first obtaining a Level 4 license (minus bonus money already received). Future license improvements are subject to additional bonus, after deduction for bonus already received.

Effective for licenses obtained on or after ratification of the 2023-2026 Agreement (September 23, 2024), the bonus payments above will increase as follows:

Level 1	\$400
Level 2	\$450
Level 3	\$500
Level 4	\$550

Note: the amounts above will not be reduced by any previous amounts received for a lower level license.

The City agrees to fund cost of first effort to obtain license, whether fail or pass including the retest.

Any employee with in-training status, shall not be entitled to the above additional compensation.

Additionally, those who hold the following licenses and who are not required to do so for the jobs they currently hold, will receive an hourly stipend as follows:

Cross-Connection surveying	\$0.45 cents
Cross-Connection Backflow Tester	\$0.45 cents

Hoisting and Engineering
Class 1A, 1B, 1C or 2B
Class 2A
\$1.00 (in lieu of \$0.60)
Commercial Driver's License (CDL) Class B
\$0.80 cents

Effective July 1, 2024, the hourly stipend for Cross-Connection Surveying and Cross-Connection Backflow Tester licenses will increase to \$0.60.

Effective July 1, 2024, the Hoisting and Engineering stipend will increase to \$0.70 per hour if the license is a Class 1A, Class 1B, Class 1C or Class 2B and to \$1.15 per hour if the license is a Class 2A (in lieu of the \$0.70 per hour).

Effective July 1, 2025, the Hoisting and Engineering stipend will increase to \$0.80 per hour if the license is a Class 1A, Class 1B, Class 1C or Class 2B and to \$1.30 per hour if the license is a Class 2A (in lieu of \$0.80 per hour).

Employees assigned to the Watershed Division will be eligible for a \$2.25 per hour stipend upon receiving and maintaining certification as a landscape professional. Additionally, the City agrees to fund the cost of the first effort to obtain this certification, whether fail or pass, including the retest.

After ratification of the 2023-2026 collective bargaining agreement (September 23, 2024), only Reservoir Caretakers will be eligible to receive the landscape professional certification stipend.

Anyone hired into the Working Supervisor/Park Maintenance Craftsperson position after September 23, 2024 will be required to obtain the Massachusetts Certified Landscape Professional Certification within one year of hire and to maintain this certification as a condition of employment. Effective on this same date, \$2.25 will be rolled into the base wage of this position and it will no longer be eligible for the landscape professional certification stipend.

There will be a "cap" on stipends of \$5.00 per hour. MEO IIA's are eligible to receive a hoisting and engineering stipend (not CDL). Effective July 1, 2024, the "cap" on stipends will increase to \$6.50 per hour. Effective July 1, 2025, the "cap" on stipends will increase to \$7.50 per hour.

There will not be any "dotting" pay for those receiving these license stipends, and who are asked to perform "out of field" work occasionally, because they possess these licenses. (for example, a skilled laborer with a CDL, who is already being paid a stipend for possessing a CDL, will not receive additional "dotting" pay when they are asked, on occasion, to drive an MEOIIA rated vehicle).

In order to maintain a particular stipend an employee must use, or have the opportunity to use the license at least 12 times per calendar year.

Employees holding a Class A CDL who perform duties requiring use of a Class A CDL will receive a \$0.55 hourly stipend.

Employees whose jobs do not require either a Class A or Class B CDL are eligible to receive both CDL stipends.

Employees will receive time off with pay to take examinations for the Water Distribution License, Hoisting and Engineering License, CDL License, or any other job-related examination provided that the exam cannot be scheduled during non-working hours and the employee receives prior approval from the Department Head.

The three employees who operate the forklift on a regular or intermittent basis shall each be required to obtain a Hoisting and Engineering license. On a one-time basis only, the City shall provide these employees with reasonable time off with pay for both training and testing.

Anyone hired or promoted into an MEOIIA position after the date of ratification of this agreement will be required to have a Class 2A hoisting license within 6 months of their promotion or date of hire. MEOIIAs will continue to be eligible to receive a hoisting and engineering stipend.

Section 3. Overtime Pay

All work in excess of eight (8) hours a day or forty (40) hours a week or, if a holiday occurs within the work week, in excess of thirty-two (32) hours a week shall be compensated at the rate of one and one-half times the employee's regular rate. For the purpose of this Article, paid sick leave, vacations and paid holidays shall be considered time worked in computing overtime pay. All work performed on Sunday which is not regularly scheduled to be performed on that day shall be paid at the rate of one and one-half times the regular rate of pay.

Effective March 23, 2025 (six months after ratification of the 2023-2026 Agreement), all work performed on Sunday (12:00 am Sunday until 12:00 am on Monday) which is not regularly scheduled to be performed on that day shall be paid at two times the regular rate of pay. When individuals are receiving the on call hourly payment, they are not eligible to receive the double time payment if they are called in and perform on-call duties. However, if an on-call employee is called in and is subsequently assigned to a crew to perform emergency work,

that employee will be eligible to receive two times their regular rate of pay for the time period on Sunday that they perform emergency work in the field.

In emergencies or as the needs of the service require, employees may be required to perform overtime work. Employees shall be given as much advance notice as possible of overtime work. Scheduled overtime shall be posted and distributed to all employees on an equitable and fair basis. Employees, other than those required to work beyond their normal tour of duty due to the exigencies of their workday, shall have the option of declining offered overtime; but in the event that sufficient personnel do not accept such offered overtime on a voluntary basis, or in the event of emergency situations where time is of the essence in executing the overtime job, such additional personnel as are deemed necessary by the City may be required to work overtime on an assigned basis. All employees shall be afforded the opportunity to accept overtime service, but there shall be no discrimination against any employee who declines to work overtime on a voluntary basis.

Refusal to perform emergency or mandatory 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 4. Holiday Pay

All work performed on a paid holiday shall be paid for at the rate of time and one-half the regular rate of pay.

Section 5. Call Back

If an employee who has left their place of employment or last duty assignment after having completed work on their regular tour of duty is recalled to work between the hours of 11:00 p.m. and 5:00 a.m., and the employee reports thereto, they shall be guaranteed a minimum of eight (8) hours of overtime recall pay; provided that if the call back assignment is completed in four (4) hours or less or if there are four (4) hours or less prior to the start of the employee's regularly scheduled tour of duty, then the employee shall be guaranteed a minimum of four (4) hours of overtime recall pay.

An employee so recalled to work as above but not between the hours of 11:00 p.m. and 5:00 a.m. shall be guaranteed a minimum of four (4) hours. For call back assignments not between the hours of 11:00 p.m. and 5:00 a.m., the four (4) hour guarantee does not apply when an employee is called in early to work prior to the normal starting time of their scheduled tour of duty and works continuously from the time they report into their normal scheduled tour

of duty, in which event such employee shall receive overtime pay only for the actual time worked prior to the commencement of such tour. If any employee is called in to work on a holiday on which the employee is not scheduled to work, the employee shall be paid as provided in Section 4 above.

Section 6. Call Back While on Vacation

Employees called back to work while on vacation shall receive time and one-half for all hours worked and will not be charged a vacation day.

Section 7. Clothing Allowance

If the parties agree to meet, the City and the Union will agree to form a joint labor management committee to discuss uniforms.

Effective July 1, 2022 after the base wage increase was applied, eligible employees received a base wage increase of \$1,500 and the clothing allowance was eliminated.

It is understood and agreed that after the elimination of the clothing allowance, employees will continue to be responsible for the purchase, maintenance, cleaning 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 to clothing and footwear.

Section 8. Longevity Pay

Bargaining unit employees shall be compensated according to the following schedule as longevity pay. Said payments will be made in a lump sum the first pay day in December of each year of this Agreement. Years of service shall be computed as of September 1 of each year for each employee.

Years of Service	<u>Payment</u>
20 but not 25	\$1,525
25 and over	\$1,850

Employees hired after January 29, 1985 shall not be eligible for longevity pay.

Section 9. Travel Allowance and Reimbursement

Cross-connection Inspectors/Supervisors and the Meter Technician Supervisors are to receive a travel allowance of \$ 8 per day worked. Employees will be required to sign in and sign out in order to receive this allowance. Employees in these positions will be provided with a parking permit allowing them to park in residential "Parking by Permit Only" areas while performing their job duties. If an employee must park at a meter, tickets will only be dismissed if approved by the Department Head or their designee. Under no circumstances will public safety violations be dismissed. At the City's discretion, in lieu of receiving this allowance and parking permit, a City vehicle may be provided.

All other employees who are required to use their own vehicles in the course of their employment shall be reimbursed at the rate of \$0.37 cents per mile, pursuant to a statement submitted by the employee to the Department Head. Effective September 23, 2024 this reimbursement rate shall increase to \$0.67 cents per mile.

Section 10. Renewals - Required Licenses

The City will pay for all licenses and/or license renewals when such licenses are required as a condition of continued employment. Direct payment will be made where possible for licenses/registrations. Upon passing, the City will pay for the test.

Section 11. Stipends

All stipends will be paid as regular income for purposes of retirement.

Section 12. CDL Bonus/DOT Medical Certificates

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).

A CDL Bonus of \$250 will be paid on an annual basis to the eligible employees described above. Effective July 1, 2024 the annual CDL Bonus will increase to \$300. Effective July 1, 2025 the annual CDL Bonus will increase to

\$350. All employees who receive this bonus are obligated to perform CDL functions when assigned.

Employees hired or promoted into a CDL-required position prior to September 1, 2015 and those who received the CDL bonus prior to September 1, 2015 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 b 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 September 1, 2015 or to those who did not receive the CDL bonus prior to September 1, 2015. Those employees were subject to the DOT medical certificate requirement under language from the previous collective bargaining agreement:

Employees hired or promoted into a position that requires a CDL on or after September 1, 2015 must have and maintain a valid Department of Transportation (DOT) medical certificate as a requirement of their position. In addition, any current bargaining unit employees who have not yet received the one-time CDL bonus prior to September 1, 2015, must have and maintain a valid DOT medical certificate in order to be eligible to perform CDL functions and receive the bonus and any other CDL stipend.

Employees who receive the annual CDL Bonus 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.

Section 13. Leak Bonus

During the months of October (the first Sunday) through April (the first Saturday), employees will receive a \$6.50 an hour incentive, over and above their regular overtime rate of pay for all overtime hours worked on leaks, snow operations, or other emergencies as declared by the Department. The overtime bonus will not be paid for on-call hours worked or hours worked covering absences unless during those periods the employee is assigned to leaks, snow operations or other emergencies as declared by the Department. Payment shall be made on a weekly basis.

Effective July 1, 2024, the water leak bonus described above shall be \$7.50 per hour for all qualifying overtime hours worked.

Effective July 1, 2025, the water leak bonus described above shall be \$8.00 per hour for all qualifying overtime hours worked.

In the event that City Offices are closed for an entire business day due to inclement weather, employees who are required to work on that day due to snow operations, leaks, or other emergencies as declared by the Department, shall receive the leak bonus described above for all hours worked on that day, including straight time hours.

Section 14. Confined Space

On July 1, 2009, skilled laborers whose duties and assignments in Distribution require them to be regularly assigned to work in confined spaces began receiving a \$.25/hour increase above skilled laborers who are not regularly assigned to work in confined spaces. In recognition of the dangers and difficulties of working in confined spaces, Construction Inspectors, Working Supervisors assigned to Distribution, and MEOIIA's who work in the trench also became eligible to receive an additional \$.25 per hour, effective July 1, 2009. Effective July 1, 2015, the eligible employees listed above received an additional \$0.10 per hour increase and the Meter Technician title was included in this provision by receiving a one-time \$0.35 per hour increase in base pay.

Effective July 1, 2018, after the cost of living adjustment is applied, the above mentioned titles received an additional \$0.30 per hour increase.

Effective July 1, 2019, after the cost of living adjustment is applied, the above mentioned titles received an additional \$0.30 per hour increase.

Section 15. ASE Certifications

The Motor Equipment Repairperson/MEOIIA shall be eligible for a stipend of \$0.50 per hour for each ASE certification held, up to a maximum of \$5.00 per hour. The qualifying ASE certifications are limited to those from a list preapproved by the City.

Section 16. Hot Top Pay

Employees working on a hot top project shall be paid \$0.75 per hour premium pay over their regular rate for the actual hours they work on any such project.

Section 17. Essential Employee Stipend

Employees in this bargaining unit who are directed to report to work onsite after the City Manager directs that all City employees, other than those determined to be essential, stay home from work due to a non-weather related public health or safety issue will be eligible to receive a stipend of \$10.00 per hour for all regular and overtime hours of work performed onsite at the direction of a Department Head.

The City reserves the right to stop paying the stipend upon providing one week of notice if one or more of the following events occur or are scheduled to occur: 1) City Hall reopens to the public, with or without requiring appointments; 2) Non-essential employees in one or more departments are directed to return to onsite work on a rotating or full-time basis; 3) The City determines that the public health or safety risk has been sufficiently reduced and/or mitigated.

In addition all bargaining unit members will receive an annual payment in recognition of the fact that they may be asked to report to work onsite as an essential employee on days that other employees may be asked not to report onsite. This payment will be paid out annually in the first payroll period of September. The essential employee stipend payable in September 2023 will be \$1500. The annual stipend payable in September 2024 and September 2025 will be \$800.

Section 18. OSHA 30 Hour Certification Stipend

Any Working Supervisor who receives OSHA Certification for 30 Hour Training shall receive a \$250 annual stipend for a five year period, payable within 30 days of submitting proof of qualifying. In order to maintain the stipend after five years the employee will have to retake the training. This stipend shall be regarded as pensionable income and subject to retirement deductions as well as taxation.

Effective July 1, 2024, this stipend will increase to \$400 per year. In addition, after this date all Working Supervisors will be required to obtain the OSHA 30 Certification and to retake the training every five years.

ARTICLE 13

SICK LEAVE

Section 1. New Hires

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

Section 2. Definition - Sick Leave

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

- (a) Personal illness or physical incapacity to such an extent as to be unable to perform the duties of their position.
- (b) Attendance upon members of the family within the household of the employee, whose illness requires the care of such employee, and/or to care for and bond with an employee's new child or children in accordance with the City's Parental Leave Policy, provided that not more than a total of twenty (20) working days with pay shall be granted to such 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.
- (d) To address effects of domestic violence, pursuant to the City's Domestic Violence Leave Policy.
- (e) To attend medical appointments which cannot be scheduled during off duty hours. A doctor's note may be required for verification.

Section 3. Notification by Employee

Sick leave will not be allowed unless notification is given of the illness by the employee, their family, or their family's physician, within a one (1) hour period prior to the time scheduled to start work, otherwise sick leave shall not begin until after notification has been received.

Section 4. Physician's Statements

If the absence is seven (7) or more consecutive working days, or if there are repeated absences of shorter duration, a statement from the employee's physician will be required stating the form and extent of the employee's illness or disability submitted upon their 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, they shall not receive pay for the days in question, whether or not the employee has accumulated sick leave to their credit. Employees who have been required to submit physician's statements based upon repeated absences of less than seven (7) days will no longer be required to submit such notes for these short duration absences after they had qualified for an administrative day. Any future requirements to submit such notes shall be subject to the regular contractual standard.

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

Section 5. Accrual During Lay-off or LOA

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

Section 6. Willful Violations

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

Section 7. Sick Leave and Workers' Compensation Law

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

An employee taking annual vacation leave while receiving Workers' Compensation shall receive their regular weekly pay, chargeable to vacation leave and this will not affect sick leave during this period.

Section 8. Transfers - Unused Sick Leave Accumulations

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

Section 9. Sick Leave Allowance

All permanent full-time employees shall be allotted 15 days of sick leave per calendar year.

New Employees: No sick leave benefits shall be paid in the first three (3) months of employment. After the first three (3) months, new full-time employees will be allotted 3.75 days of sick leave by virtue of their accrual of 1.25 days per month for the first three (3) months, and will continue to accrue sick leave at the rate of 1.25 days per month until the following January 1st, at which time they will be allotted the 15 days of sick leave for the following calendar year and for each calendar year of full-time employment thereafter. Sick leave for part-time employees shall be awarded according to the above scheme, on a pro-rated basis.

Accumulation for the purposes of sick leave usage is limited to four hundred (400) days. Employees shall not accumulate further sick leave from year to year until such time as the accumulated total falls below 400 days. 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 again exceed four hundred (400) days.

Section 10. Death/Retirement - Unused Sick Leave

An employee shall, upon their retirement or death, receive a sick leave "buyback" for every full day of unused sick leave up to four hundred fifty (450) days, as follows:

$\$45~\mathrm{per~day}$
\$50 per day
\$95 per day
\$105 per day
\$125 per day or 50% of the individual's daily
rate of pay, whichever is less.
\$145 per day or 50% of the individual's daily
rate, whichever is less, but in no case less than
\$125 per day.

Effective upon ratification of the 2023-2026 collective bargaining agreement (September 23, 2024), the unused sick leave payout schedule will be the following:

Days 1-100	\$55 per day
Days 101-200	\$95 per day
Days 201-300	\$125 per day or 50% of the current daily rate,
whichever is smaller, but no less	s than \$105.
Days 301-450	\$145 per day or 50% of the current daily rate,

whichever is smaller, but not less than \$125.

Section 11. Patterned Absenteeism

Nothing in this Agreement shall prevent the City from taking appropriate action for patterned absenteeism. Except in extreme cases of violations of this section, employees will be counseled and given written notice prior to taking further disciplinary action.

Patterned absenteeism, by way of illustration, could include: (1) repetitive occurrences of absenteeism occurring in a given pattern such as days before/days after scheduled days off; (2) Friday/Monday occurrences; (3) Cyclical absences identified as weekly, monthly, semiannual, or annual occurrences (i.e. lengthy absences in winter months or summer which suggest lengthening or preferable absence periods/months); (4) Repetitive same day of the week absences; (5) or any other discernible patterns.

Section 12. Unauthorized Absence

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

Section 13. Rolling Administrative Day

Employees who are not out sick for a six-month period shall be relieved from duties for one (1) administrative day with pay to be used in the twelve (12) month period next following. Administrative days do not apply to the buy back provisions of sick leave.

NOTE: The six (6) month period shall be a "rolling" six-month

period. An employee who completes any six (6) month period without an absence shall be entitled to an

administrative day for that period.

An administrative day must be taken within twelve (12) months following the date upon which the administrative day was earned.

Section 14. Prolonged Illness - Hospitalization / Confinement

In case of prolonged illness (requiring hospitalization and/or confinement for at least 30 consecutive days) employees shall receive one additional day of sick leave for every year of service that the employee has worked beyond five years. However, in no event shall such sick leave granted under this provision be subject to Section 9 or 10.

Section 15. Perfect Attendance Record

An employee with a perfect attendance record (no sick leave, no workers compensation time, no leave without pay, no unauthorized absence or any other non-pay status) for a six-month period, which shall be measured as a rolling period, shall receive a \$300 payment per six-month period of perfect attendance.

Section 16. Holiday During Paid Sick Leave

If a paid holiday occurs during a paid sick leave period, it is not counted as a day of sick leave.

Section 17. Sick Leave Bank

The City and the Union will form a joint labor-management committee to discuss the creation of a Sick Leave Bank in which the City will match a one-time mandatory contribution of one day of sick time per member to establish

the bank. The parties will form an on-going joint labor-management committee to discuss and administer the bank.

ARTICLE 14

LEAVE OF ABSENCE

Section 1. Personal Leave

Upon reasonable justification submitted in writing to the employee's Department Head, the City Manager or their 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 their 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 and arbitration procedure.

Section 3. Medical Insurance Responsibilities

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

Section 4. Parental Leave

Effective for births, adoptions, and foster placements that occur on or after April 1, 2018, 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 15

BEREAVEMENT

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

Note: The bereavement allowance described above for brother, sister, son-inlaw, daughter-in-law and parent-in-law was increased upon ratification of this agreement.

Section 2. Other Bereavement Allowances

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

ARTICLE 16

VACATIONS

Section 1. Initial Vacation Allowance

Employees shall receive three (3) weeks of vacation per year on January 1 of each year, however, new employees shall not be granted vacation leave for the first six months of employment. Thereafter they shall be credited with seven and one-half (7 ½) days and, going forward shall be granted one and one-quarter (1 ¼) days per month until the next January 1 following their employment.

Note: the above language became effective for any new employee with less than one year of service as of the date of ratification of the 2023-2026 Agreement

(September 23, 2024). Prior to that date, employees received an initial vacation allowance of three (3) weeks following 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 work of the department. In scheduling vacations the City will attempt to give preference of available vacation dates to the employees in order of Union seniority to the extent that the performance of the regular workload of the department permits.

Employees are to submit vacation requests of one or two weeks, before April 1 and before September 1 of each year. Any request in excess of two weeks needs the approval of both the division manager and the director of the Water Department. Any request of less than 2 weeks needs the approval of the division manager.

Effective for vacation use on or after January 1, 2012, the City reserves the right to implement the following procedure for the scheduling of vacations:

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 the 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 the 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.

Section 3. Holiday During Vacation

If a paid holiday occurs during a vacation period, it is not counted as a day of vacation.

Section 4. Sick Leave/Vacation Leave Interaction

If an employee becomes ill while on vacation leave, and is otherwise entitled to benefits under Article 13, the employee shall be allowed to utilize their sick leave and such time will not be treated as vacation leave. The department head may require medical documentation prior to converting the time usage.

Section 5. Vacation Allowances

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

- a) Employees with five (5) years of service will be entitled to twenty (20) days of vacation in each calendar year.
- b) Employees with fifteen (15) years of service will be entitled to twenty-five (25) days of vacation in each calendar year.

Section 6. LOA During Vacation

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

Section 7. 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 or their designee 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.

Effective May 25, 2022, employees who do not request carry over of vacation time will be permitted to sell back up to one (1) week of vacation time per a year in December.

Section 8. Definition of Day

For the purpose of this Article, "day" is defined as an otherwise scheduled working day.

Section 9. Vacation Payoff - Leaving the City Employ

When an employee leaves the employ of the City, they 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 their estate.

ARTICLE 17

MILITARY SERVICE

Section 1. Military Leave

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

Section 2. Reinstatement

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

Section 3. Computation of Benefits Earned

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

ARTICLE 18

WORKERS' COMPENSATION

Section 1. Entitlement

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

Section 2. Reports/Injury

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

Section 3. Workers' Compensation - Sick Leave Interaction

An employee receiving sick leave with pay, who simultaneously received compensation under the Workers' Compensation Laws, shall receive for the duration of such compensation only the portion of their regular salary while sick leave credits are available, which together with said compensation will equal their regular pay.

An employee that is absent from work in excess of ninety (90) days, from a worker's compensation accident, will not accrue additional vacation, sick leave or longevity benefits if the City disputes the worker's compensation claim. For all claims that the City does not dispute, the additional sick, vacation and longevity benefits shall not accrue after one year of absence due to a worker's compensation claim. Employees who are on a worker's compensation leave of one year or less will not have their anniversary date adjusted for purposes of

future wage step increases. Employees will have their anniversary date adjusted for purposes of future wage step increases by the amount of time they are on a worker's compensation leave of absence in excess of one year.

ARTICLE 19

PENSION PLAN - RETIREMENT

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

The City will provide whatever support it deems feasible and appropriate to help the Union achieve Group 2 status for water distribution staff, through general legislation.

ARTICLE 20

HOURS OF WORK

Section 1. Schedule

For only those employees covered by Acting Superintendent Fagone's letter dated March 31, 1977, whose schedule was changed to 7:00 a.m. to 3:00 p.m., said schedule shall continue in effect in accordance with the terms and restrictions included in said letter. This schedule shall include a paid one-half (1/2) hours meals period and a fifteen (15) minute paid relief period in the first half of each shift.

The City shall have the right to adjust the starting and ending times by up to one hour, for those in the distribution unit, and by up to 2 hours for all other water department employees, either earlier or later, with 2 weeks notice to the Union, or without notice in periods of emergency, with the discretion of management. The City will work with the Union to minimize any personal hardship.

The City will implement an on-call system, to be rotated weekly among distribution personnel who certify and, over time, demonstrate that they can respond to a call for service within 45 minutes of the call being placed. The on-call rate shall be \$6.75 per hour. Effective September 23, 2024 (ratification of the 2023-2026 Agreement), the on-call rate will increase to \$7.00 per hour.

The on-call hours are 11:00 P.M. to 7:00 A.M., Monday, 9:00 P.M. to 7:00 A.M. Tuesday through Friday, and 3:00 P.M. Saturday through 7:00 A.M. Monday, and holidays, unless the City chooses to staff any of these hours.

Authorized call backs shall be paid a guaranteed minimum of four (4) hours of overtime per call back, but there shall be no additional payment for multiple calls in excess of three calls within an eight hour period. Effective July 1, 2022 authorized call backs shall be paid a guaranteed minimum of six (6) hours of overtime per call back, but there shall be no additional payment for multiple calls in excess of 2 calls within an eight hour period.

Personnel on the afternoon and Saturday shifts may be assigned to do any work consistent with their job descriptions, including assisting in the completion of work being done by the day crew.

Meter Technician/Supervisor positions work an eight-hour shift/40-hour work week with half-hour unpaid lunch.

The City shall have the right, during weeks with a Monday holiday, to have employees working a Tuesday to Saturday work schedule take Tuesday, Wednesday or Thursday off as the holiday, instead of paying the holiday premium. This shall not apply to any individuals who were assigned to a Tuesday through Saturday schedule prior to July 1, 2008.

ARTICLE 21

HOLIDAYS

Section 1. Paid Holidays

The following days shall be considered paid holidays:

New Year's Day

Labor Day

Martin Luther King's Birthday Indigenous Peoples Day (f/k/a Columbus

Washington's Birthday Day)

Patriot's Day

Memorial Day

Juneteenth

Independence Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Day before Christmas

Christmas Day

Section 2. Eligibility

In addition to the requirements of Article14, an employee who after the first instance, during any one calendar year does not work their regularly scheduled workday before or after a holiday, may be required to submit to the Department Head in the case of subsequent absences of this nature, a statement from their physician stating the form and extent of their disability in order to receive holiday pay by this section.

Section 3. Saturday/Sunday Holidays

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

Section 4. Holiday During No Pay Status

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

ARTICLE 22

PERSONAL DAYS

Section 1. Personal Days

All full-time employees who work forty (40) or thirty-seven and one-half (37.5) hours per week and have been continuously employed for more than six (6) months shall be allowed twenty-four (24) hours, or twenty-two and a half (22.5) hours in the case of 37.5-hour employees, of paid leave time for personal business, such time to be taken in increments of no less than two (2) hours subject to advance approval of the Department Head. Such leave time shall not accumulate from year to year and shall not be subject to any buy-back provisions of any article herein.

Section 2. Additional Personal Day After 25 Years of Service

Effective January 1, 2023 employees with twenty-five (25) years of continuous service with the City will be entitled to receive an additional personal day (either 7.5 hours or 8 hours depending on their weekly hours) on the January 1 following their anniversary date.

Effective January 1, 2025, eligibility for the additional personal day described above will change from twenty-five (25) years to twenty (20) years of continuous service.

Employees on workers compensation or an unpaid leave of absence on the January 1 that it accrues will receive time upon their return to work. In accordance with the City's current practice, this additional time will be subject to pro-rating when workers compensation absences exceed one (1) year.

ARTICLE 23

JURY DUTY

Section 1. City Pay for Working Time Lost

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

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

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

Section 3. Court Certificates of Jury Duty Service

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

ARTICLE 24

TOOLS

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

Motor Equipment Repairpersons will receive an annual payment of \$750, payable each September, in recognition that they may be required to utilize their own tools. The City will not replace any damaged or worn out personal hand tools.

ARTICLE 25

WORK IN ANOTHER CLASSIFICATION

Except as provided in Article 12, Section 2, an employee who is assigned to work in a higher classification will receive the rate of pay of the higher classification in their seniority step for each full day worked in such higher classification. The City reserves the right to not assign an employee to such work.

When filling in for a position with a higher rate of pay that will be vacant for three (3) months or longer, an employee will receive the rate of pay applicable to that position as well as any additional vacation, sick leave, personal days and administrative days associated with that position.

ARTICLE 26

TRAINING AND EDUCATION FUNDS

Section 1. Training/Education Funds

Training and education funds shall be available for the cost of courses successfully completed and seminars taken which are related to the employment of the employee and for which the employee has received prior approval of the Department Head and Director of Personnel.

Section 2. Funds Allocation

The maximum reimbursement for approved tuition expenses shall be \$2,000 annually. Effective July 1, 2024, the maximum reimbursement will increase to \$3,300 annually.

ARTICLE 27

STABILITY OF AGREEMENT

Section 1. Amendments, Alteration, Variations

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

Section 2. Waivers/Relinquishments

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

ARTICLE 28

MISCELLANEOUS

Section 1. Indemnification

The City may, in accordance with Chapter 258, Section 9, of the Massachusetts General Laws, indemnify any employee for expenses or damages incurred by them in the defense or settlement of a claim against them in any amount not to exceed one million dollars (\$1,000,000), which claim arose out of acts performed by such employee while acting within the scope of their official duties of employment; provided, that the defense or settlement of such claim shall have been made by the City Solicitor or by an attorney legally employed for the purpose by the City.

This section shall not be subject to the provisions of Article 4 and 5 of this Agreement.

Section 2. Rate Upon Promotion

Any employee promoted to a position in a higher pay grade who has more than fifteen (15) years of service shall receive the maximum pay grade of the position they are promoted into. Employees hired before January 1, 1987 shall be placed in no lower than the seventh step of the new position upon promotion. Employees hired before July 1, 1991 shall be placed at least at step six upon promotion. Employees hired before August 1, 1995 shall be placed at least at the third step upon promotion.

An employee who has been promoted, but has not reached the top step, will automatically be paid at the top step once the employee reaches their fifteenth year of service.

Section 3. Adoption Benefit

The City will reimburse employees for reasonable expenses associated with adoption, including agency fees, attorney fees, court fees, and travel expenses up to \$2500 per adoption. The benefit will be paid for all adoptions finalized on or after July 1, 2003.

Section 4. Employee Awards/Labor Management Committee

The City and the Union agree to establish a Labor Management Committee to meet and discuss matters of mutual interest and concern, including a plan for an annual program of recognition of Water Department employees.

Section 5. 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.

Section 6. DVS License Tracker Program

The City intends to implement the Driver Verification System (DVS) through the Massachusetts Registry of Motor Vehicles which will provide the City with an automated notification when the status of an employee's driver's license changes.

Section 7. GPS

The City and the Union acknowledge that the primary goal of the City's use of GPS and technology monitoring systems in City vehicles is to maximize services to the public and that these systems may be used for a variety of operations-related reasons. In the event the City uses GPS information in support of disciplinary action, that information will be made available to the Union upon request. No disciplinary action will be taken without just cause.

ARTICLE 29

SEPARABILITY

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

ARTICLE 30

MEDICAL INSURANCE PREMIUMS

Section 1. Insurance Plan

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

Employees shall be responsible for paying 18% of the monthly working rate of any HMO offered by the City including Blue Cross/Blue Shield Health Flex Blue or successor product should it be offered by the City. The City will contribute 82% of the premiums. Employees hired into the unit on or after September 1, 2011 shall contribute 25% of the cost of health insurance.

The City will provide union employees who have alternative health insurance coverage, not paid for in full or in part by the City of Cambridge, to elect to waive our health insurance, in return for a \$183.33/month payment in lieu of insurance (\$2,200/year). Effective December 23, 2024 (three months after ratification of the 2023-2026 Agreement), the health insurance waiver

payment will increase to \$208.33/month (\$2,500 per year). Effective July 1, 2025, the health insurance waiver payment will increase to \$225/month (\$2,700 per year). Employees who lose the alternative coverage through no fault of their own may opt back into the City plan without waiting periods of preexisting condition restrictions, or, without restriction, at open enrollment, whereupon the payment in lieu of insurance will cease.

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

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

ARTICLE 31

COPIES OF AGREEMENT

The City will furnish a copy of this Agreement to every member of the bargaining unit.

ARTICLE 32

GENERAL

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

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

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

ARTICLE 33

SAFETY MEASURES

Section 1. Safety Equipment

Whenever necessary the City shall supply safety equipment to the employees which shall include, but not be limited to, safety glasses, helmets, gloves, ear plugs and special clothing necessary for protecting against acid and other corrosive substances.

Section 2. Use of Safety Equipment

When issued and called for under the circumstances, employees must wear said equipment. Refusal to wear said equipment may result in being relieved of duty at the City's discretion.

ARTICLE 34

HEALTH AND WELFARE FUND

The City will contribute a sum of \$13 per week per employee to the Health and Welfare Fund, in order to provide expanded coverage of dental and vision care for employees and their dependents.

The City will share any increase in cost above the present \$13.00 a week on an equal basis with employees should the Trustees of the Health and Welfare fund decide that the cost of providing the benefit will exceed the City's contribution of \$13 per week per employee.

It is understood that there will be a six month waiting period before new employees are eligible for these benefits.

All employees are required to participate in this program.

ARTICLE 35

NIGHT DIFFERENTIAL

Employees permanently assigned to off-hour coverage (nights) shall receive an additional \$0.25 per hour for all work after 3:30 p.m. This differential will not apply to overtime, replacements, vacation, sick leave or leave of absence. The employee shall receive this differential only for actual work. Daytime overtime and weekend days shall also be excluded from this differential.

ARTICLE 36

WATER TREATMENT PLANT

With regard to the current Water Treatment Plant, the City reserves the right to contract out the operation of the plant, and/or staff the plant with employees not represented by the Union. The Union agrees not to seek to represent any employees hired to staff the current Treatment Plant.

ARTICLE 37

DRUG AND ALCOHOL TESTING

Section 1. Administration

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

Effective October 4, 2015, all members of the bargaining unit became subject to random drug and alcohol testing, utilizing the same procedures that had previously applied only to CDL holders. Effective March 14, 2022, the drug screening panel for those employees selected for random testing who do not utilize a CDL in the course of their employment with the City will not include marijuana metabolites.

In addition, 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 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.

Section 2. Marijuana

On-duty use of marijuana and/or employee reporting for work impaired due to marijuana use continues to be prohibited. Therefore, marijuana metabolites will continue to be included in reasonable cause drug testing for employees and positive results will result in disciplinary action pursuant to this Article. The parties agree to reopen negotiations for the limited purpose of discussing the random testing of non-DOT employees for marijuana if, in the future, an alternative form of testing for marijuana is approved by the Department of Transportation.

ARTICLE 38

DURATION AND EFFECTIVE DATE OF AGREEMENT

Section 1. Duration

This contract shall be effective as of July 1, 2023 and shall continue in full force and effect until June 30, 2026. Either party may, by written notice on October 1, 2025 or thereafter to the other give notice of its desire to modify or terminate this Agreement. Upon receipt of such notice the City and the Union agree to meet and engage in collective bargaining for the purpose of reaching a new 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.

INDEPENDENT WATER WORKERS ASSOCIATION:

Bryan Decker, Esq.

Approved for form:

Megan Bayer City Solicitor

51

APPENDIX A

lah	lob Title	Cton	7/4/22	7/4/24	7/4/05
Job Code	Job Title	Step	7/1/23 Hourly Rate	7/1/24 Hourly Rate	7/1/25 Hourly Rate
W223	Meter Technician	1	27.1042	27.9174	28.8945
W223	Meter Technician	2	28.3106	29.1599	30.1805
W223	Meter Technician	3	29.5170	30.4025	31.4666
W223	Meter Technician	4	30.7460	31.6684	32.7768
W223	Meter Technician	5	32.0245	32.9853	34.1398
W223	Meter Technician	6	33.3044	34.3035	35.5041
W223	Meter Technician	7	34.5842	35.6218	36.8685
W224	Meter Technician Supervisor	1	33.7866	34.8002	36.0182
W224	Meter Technician Supervisor	2	34.5013	35.5363	36.7801
W224	Meter Technician Supervisor	3	35.2160	36.2724	37.5420
W224	Meter Technician Supervisor	4	35.9307	37.0087	38.3040
W224	Meter Technician Supervisor	5	36.6454	37.7448	39.0658
W224	Meter Technician Supervisor	6	37.3602	38.4810	39.8278
W224	Meter Technician Supervisor	7	38.0749	39.2171	40.5897
W261	Cross Connection Inspector	1	30.2366	31.1437	32.2337
W261	Cross Connection Inspector	2	30.9513	31.8798	32.9956
W261	Cross Connection Inspector	3	31.6659	32.6159	33.7575
W261	Cross Connection Inspector	4	32.3807	33.3521	34.5194
W261	Cross Connection Inspector	5	33.0954	34.0883	35.2814
W261	Cross Connection Inspector	6	33.8102	34.8245	36.0433
W261	Cross Connection Inspector	7	34.5249	35.5607	36.8053
W262	Cross Connection Supervisor	1	36.7396	37.8418	39.1662
W262	Cross Connection Supervisor	2	37.4543	38.5779	39.9282
W262	Cross Connection Supervisor	3	38.1690	39.3141	40.6901
W262	Cross Connection Supervisor	4	38.8837	40.0502	41.4520
W262	Cross Connection Supervisor	5	39.5985	40.7864	42.2139
W262	Cross Connection Supervisor	6	40.3132	41.5226	42.9759
W262	Cross Connection Supervisor	7	41.0279	42.2587	43.7378
W632	Reservoir Caretaker	1	35.1688	36.2239	37.4917
W632	Reservoir Caretaker	2	35.8835	36.9600	38.2536
W632	Reservoir Caretaker	3	36.5982	37.6962	39.0155
W632	Reservoir Caretaker	4	37.3129	38.4323	39.7775
W632	Reservoir Caretaker	5	38.0277	39.1685	40.5394

W632	Reservoir Caretaker	6	38.7424	39.9047	41.3013
W632	Reservoir Caretaker	7	39.4571	40.6408	42.0633
W644	Laborer/Water	1	21.8972	22.5541	23.3435
W644	Laborer/Water	2	23.0652	23.7572	24.5887
W644	Laborer/Water	3	24.2333	24.9603	25.8339
W644	Laborer/Water	4	25.4013	26.1633	27.0791
W644	Laborer/Water	5	26.5694	27.3664	28.3243
W644	Laborer/Water	6	27.7374	28.5695	29.5695
W644	Laborer/Water	7	28.9055	29.7726	30.8147
W647	Wrkg Super/Water Sys Maint/Dtb	1	33.8465	35.1119	36.5908
W647	Wrkg Super/Water Sys Maint/Dtb	2	34.5613	35.8481	37.3528
W647	Wrkg Super/Water Sys Maint/Dtb	3	35.2759	36.5842	38.1146
W647	Wrkg Super/Water Sys Maint/Dtb	4	35.9906	37.3203	38.8765
W647	Wrkg Super/Water Sys Maint/Dtb	5	36.7054	38.0565	39.6385
W647	Wrkg Super/Water Sys Maint/Dtb	6	37.4200	38.7926	40.4004
W647	Wrkg Super/Water Sys Maint/Dtb	7	38.1348	39.5289	41.1624
W652	Working Supervisor/Water	1	31.2875	32.2261	33.3540
W652	Working Supervisor/Water	2	32.0022	32.9623	34.1160
W652	Working Supervisor/Water	3	32.7169	33.6984	34.8779
W652	Working Supervisor/Water	4	33.4316	34.4345	35.6397
W652	Working Supervisor/Water	5	34.1464	35.1708	36.4017
W652	Working Supervisor/Water	6	34.8610	35.9069	37.1636
W652	Working Supervisor/Water	7	35.5758	36.6431	37.9256
W653	Wrkg Superv/Water Sys Maint	1	31.2875	32.2261	33.3540
W653	Wrkg Superv/Water Sys Maint	2	32.0022	32.9623	34.1160
W653	Wrkg Superv/Water Sys Maint	3	32.7169	33.6984	34.8779
W653	Wrkg Superv/Water Sys Maint	4	33.4316	34.4345	35.6397
W653	Wrkg Superv/Water Sys Maint	5	34.1464	35.1708	36.4017
W653	Wrkg Superv/Water Sys Maint	6	34.8610	35.9069	37.1636
W653	Wrkg Superv/Water Sys Maint	7	35.5758	36.6431	37.9256
W655	Wrkg Superv/Park Maint Craf*	1	31.2875	34.4761	35.6828
W655	Wrkg Superv/Park Maint Craf*	2	32.0022	35.2123	36.4447
W655	Wrkg Superv/Park Maint Craf*	3	32.7169	35.9484	37.2066
W655	Wrkg Superv/Park Maint Craf*	4	33.4316	36.6845	37.9685
W655	Wrkg Superv/Park Maint Craf*	5	34.1464	37.4208	38.7305
W655	Wrkg Superv/Park Maint Craf*	6	34.8610	38.1569	39.4924
W655	Wrkg Superv/Park Maint Craf*	7	35.5758	38.8931	40.2543

W657	Construction Inspector	1	36.3424	37.4327	38.7428
W657	Construction Inspector	2	37.0571	38.1688	39.5047
W657	Construction Inspector	3	37.7718	38.9050	40.2667
W657	Construction Inspector	4	38.4866	39.6412	41.0286
W657	Construction Inspector	5	39.2013	40.3773	41.7905
W657	Construction Inspector	6	39.9160	41.1135	42.5525
W657	Construction Inspector	7	40.6307	41.8496	43.3144
W671	Water System Maint Crafts/Dist	1	26.0310	27.0620	28.2591
W671	Water System Maint Crafts/Dist	2	27.1854	28.2509	29.4897
W671	Water System Maint Crafts/Dist	3	28.3398	29.4400	30.7204
W671	Water System Maint Crafts/Dist	4	29.4942	30.6290	31.9511
W671	Water System Maint Crafts/Dist	5	30.6489	31.8184	33.1820
W671	Water System Maint Crafts/Dist	6	31.8492	33.0547	34.4616
W671	Water System Maint Crafts/Dist	7	33.0739	34.3161	35.7672
W672	Water System Maint Crafts/Disp	1	30.6181	31.5367	32.6405
W672	Water System Maint Crafts/Disp	2	31.3329	32.2728	33.4024
W672	Water System Maint Crafts/Disp	3	32.0476	33.0090	34.1643
W672	Water System Maint Crafts/Disp	4	32.7623	33.7452	34.9262
W672	Water System Maint Crafts/Disp	5	33.4770	34.4813	35.6882
W672	Water System Maint Crafts/Disp	6	34.1917	35.2175	36.4501
W672	Water System Maint Crafts/Disp	7	34.9065	35.9537	37.2120
W677	Motor Equip Repair/MEO IIA	1	30.8146	31.7390	32.8499
W677	Motor Equip Repair/MEO IIA	2	31.5293	32.4752	33.6118
W677	Motor Equip Repair/MEO IIA	3	32.2441	33.2114	34.3738
W677	Motor Equip Repair/MEO IIA	4	32.9588	33.9476	35.1357
W677	Motor Equip Repair/MEO IIA	5	33.6736	34.6838	35.8977
W677	Motor Equip Repair/MEO IIA	6	34.3883	35.4200	36.6597
W677	Motor Equip Repair/MEO IIA	7	35.1031	36.1562	37.4216
		_			
W696	Inventory Cont.Spe./Dispatch	1	32.0074	33.9677	35.1565
W696	Inventory Cont.Spe./Dispatch	2	32.7221	34.7038	35.9184
W696	Inventory Cont.Spe./Dispatch	3	33.4369	35.4400	36.6804
W696	Inventory Cont.Spe./Dispatch	4	34.1516	36.1761	37.4423
W696	Inventory Cont.Spe./Dispatch	5	34.8663	36.9123	38.2043
W696	Inventory Cont.Spe./Dispatch	6	35.5810	37.6484	38.9661
W696	Inventory Cont.Spe./Dispatch	7	36.2958	38.3847	39.7281
14/705	Matau Faulia Danain Matau (MEO	4	04.0000	05 7000	00 0000
W725	Motor Equip. Repair Worker/MEO	1	24.9828	25.7322	26.6329

W725	Motor Equip. Repair Worker/MEO	2	26.1372	26.9213	27.8636
W725	Motor Equip. Repair Worker/MEO	3	27.2915	28.1103	29.0941
W725	Motor Equip. Repair Worker/MEO	4	28.4460	29.2993	30.3248
W725	Motor Equip. Repair Worker/MEO	5	29.6006	30.4886	31.5557
W725	Motor Equip. Repair Worker/MEO	6	30.8009	31.7249	32.8353
W725	Motor Equip. Repair Worker/MEO	7	32.0257	32.9864	34.1410
W726	MEO IIA/Water	1	30.9656	32.1445	33.5196
W726	MEO IIA/Water	2	31.7637	32.9666	34.3704
W726	MEO IIA/Water	3	32.5854	33.8130	35.2464
W726	MEO IIA/Water	4	33.4204	34.6731	36.1366
W726	MEO IIA/Water	5	34.2555	35.5331	37.0268
W726	MEO IIA/Water	6	35.0904	36.3931	37.9168
W726	MEO IIA/Water	7	35.9254	37.2532	38.8070
W727	MEO IIA/Operations Specialist	1	31.3066	32.4958	33.8831
W727	MEO IIA/Operations Specialist	2	32.1047	33.3178	34.7339
W727	MEO IIA/Operations Specialist	3	32.9264	34.1642	35.6099
W727	MEO IIA/Operations Specialist	4	33.7614	35.0243	36.5001
W727	MEO IIA/Operations Specialist	5	34.5965	35.8843	37.3903
W727	MEO IIA/Operations Specialist	6	35.4315	36.7444	38.2805
W727	MEO IIA/Operations Specialist	7	36.2665	37.6045	39.1706
W736	MEO I/Water	1	23.4362	24.1392	24.9841
W736	MEO I/Water	2	24.5907	25.3284	26.2149
W736	MEO I/Water	3	25.7452	26.5175	27.4456
W736	MEO I/Water	4	26.8997	27.7066	28.6764
W736	MEO I/Water	5	28.0542	28.8958	29.9071
W736	MEO I/Water	6	29.2087	30.0849	31.1379
W736	MEO I/Water	7	30.4088	31.3211	32.4173

^{*}The 7/1/24 hourly rate for this position includes the September 2024 increase relating to the Certified Landscape Professional requirement.

Reservoir Caretakers Side Letter

Notwithstanding the settlement of this agreement, either party may reopen this agreement, by providing written notice to the other party, to negotiate the adjustment of the regularly scheduled work hours of Reservoir Caretakers to address late day coverage issues during the warmer weather months. It is anticipated that any such agreed upon changes would not be implemented prior to May 1, 2023.