

Memorandum of Agreement
between
City of Cambridge (the City)
And
Teamsters Local 25 (the Union)
On behalf of Public Works Supervisors

This Memorandum of Agreement (MOA) sets forth the material terms of a successor collective bargaining agreement reached between the Union's and the City's negotiating teams for the period of July 1, 2024 through June 30, 2027, subject to ratification by the membership of the Union. The Union's team shall sponsor and support such ratification. Failing such ratification, the Agreement shall be deemed void and both parties will be free to return to their prior bargaining positions.

The terms and provisions of the predecessor collective bargaining agreement that were effective from July 1, 2021 through June 30, 2024 shall remain in effect, except to the extent modified by this Agreement.

Article 11 Compensation, Section 1. Wages

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

July 1, 2024	3.0%
July 1, 2025	3.5%
July 1, 2026	2.5%

Article 30, Section 1: Duration, Section 1 Effective Period

Change effective dates of contract to July 1, 2024 through June 30, 2027.

[The reopener language and remainder of Article 11, Section 1 will remain the same.]

Article 11, Compensation, Section 2. Snow and Salt Incentive

Effective upon ratification increase the snow and salt incentive to \$7.50 hour.

Effective July 1, 2025, increase the snow and salt incentive to \$8.00 per hour.

In addition to the incentive amounts described above, effective upon ratification, employees will earn an extra \$2.00 per hour for all overtime hours spent operating the Holder sidewalk tractor or an equivalent sidewalk cleaner.

Article 11 Compensation, Section 10d. Confined Space

Effective July 1, 2025 increase the stipend to \$2.10 per hour.

Effective July 1, 2026 increase the stipend to \$2.20 per hour.

Article 11 Compensation, Section 10o. EPA Lead Safe Renovator Supervisor Certification

Remove Article 11, Section 10o from the collective bargaining agreement.

Add the following language: If the City assigns any member of this bargaining unit to supervise DPW employees in the job title of Painter, the City agrees to re-open the contract for the limited purpose of discussing the potential implementation of a Lead-Safe Renovator Supervisor certification stipend for the aforementioned supervisor(s).

Article 11 Compensation, Section 10p. Bilingual Pay

Effective three months after ratification, members of this bargaining unit who are certified by a City-selected vendor as proficient in Amharic, Arabic, Bengali, Chinese, Greek, Haitian Creole, Spanish or Portuguese will receive a \$350 annual stipend. Employees who are not certified as proficient but who do have some skills in one of these languages will be required to assist in communicating as needed. The City and the Union agree that they will discuss adding other languages as needs and/or capacity change. Effective July 1, 2025, this annual stipend shall increase to \$400.

Article 11 Compensation, Section 10q. ISSA CMI Certified Custodian Technician Certification

Effective upon ratification, Public Works Supervisors assigned to the Building Operations Division who obtain and maintain an ISSA CMI Certified Custodian Technician Certification shall receive a \$1.00 per hour stipend.

Article 11 Compensation, Section 11. T-Pass Reimbursement

Effective three months after ratification, the City shall reimburse ~~65%~~ 75% of the cost of a monthly T-pass, up to a maximum reimbursement of ~~\$120~~ \$300 pre-tax for T-passes purchased through payroll deduction.

Article 11 Compensation, Section 14. Truck Blocking Pay

Effective July 1, 2025, the stipend will increase to \$2.25 per hour.

Article 11 Compensation, Section 15. Computer Skills Proficiency

Change Article 11, Section 15 to read as follows:

All employees, upon passing computer skills proficiency tests in the following areas (as determined by the City, depending upon the needs of the Public Works Department): Microsoft Word, Outlook, Excel, Power Point and Writing Skills, will receive an hourly stipend according to the following chart, up to a maximum of \$2.10 per hour:

<u>Number of Proficiency Tests Passed</u>	<u>Hourly Stipend</u>
One	\$0.30
Two	\$0.60
Three	\$0.90
Four	\$1.20
Five	\$1.50
Six	\$1.80
Seven	\$2.10

Employees who pass a proficiency test will receive a stipend for that application for five years from the initial payment. After that time, employees must re-take and pass another proficiency test in order to continue receiving the stipend. Tests may be re-taken no sooner than six months prior to the expiration of the stipend.

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

The stipends for any tests passed after ratification of this agreement will increase as follows:

<u>Number of Proficiency Tests Passed</u>	<u>Hourly Stipend</u>
One	<u>\$0.35</u>
Two	<u>\$0.70</u>
Three	<u>\$1.05</u>
Four	<u>\$1.40</u>
Five	<u>\$1.75</u>
Six	<u>\$2.10</u>
Seven	<u>\$2.45</u>

The City may exercise its right to require that anyone under consideration for hire or promotion into this bargaining unit take and pass one or more computer skills proficiency tests as a condition of hire/promotion. Any employee who passes one or more of the above proficiencies as part of the hiring/promotion process will be entitled to receive the stipend(s) for which they are qualified.

Article 11 Compensation, Section 16. Essential Employee Stipend

Effective September 1, 2024 increase essential employee stipend to \$800.

Article 15 Sick Leave, Section 9. Unused Sick Leave

Effective upon ratification, change the schedule of unused sick leave payout to 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 than \$105
Days 301-450	\$145 per day or 50% of current daily rate whichever is smaller but no less than \$125

Article 16 Personal Day, Section 1. Personal Days.

Effective on the January 1 following ratification, make the following change to Article 16, Section 1:

All full time employees who have been continuously employed for more than six (6) months shall be allowed three personal days (24 hours for 40 hour/week employees or 22.5 hours for 37.5 hour/week employees) per year for personal business, such time to be taken in increments of no less than four (4) (or for 37.5 hour per week employees in not less than 3.25) hour increments subject to advance approval of the department head. Such leave time shall not accumulate from year to year and shall not be subject to any buy-back provisions of any article herein.

Employees with twenty-five (25)(20) years of continuous service with the City will be entitled to receive an additional personal day (8 hours for 40 hour/week employees or 7.5 hours for 37.5 hour/week employees) on the January 1 following their anniversary date.

Employees on workers compensation or an unpaid leave of absence on the January 1 that it accrues will receive this 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 17 Bereavement Leave, Section 1. Bereavement Leave

Effective upon ratification add the following:

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

Bereavement Leave shall typically commence on either the date of death or, if an employee worked on the date of death, the following day and shall continue for the number of consecutive work days specified above. At their discretion and upon an employee's request, Department Heads and/or their designees may allow employees to defer all or part of their Bereavement Leave in order to attend delayed services.

Article 20 Training and Development

Effective July 1, 2025, increase training and education reimbursement to \$3300 and increase the book reimbursement to \$250.

Article 23 Medical Insurance, Section 3. Option to Waive Health Insurance

Effective July 1, 2025 increase waiver amount to \$2,700 per year (\$225/month).

Article 12 Hours of Employment, Section 2. Overtime

Add to paragraph at end:

Effective 30 days after ratification, all work performed on a Sunday (12:00 am on 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.

Article 10 Compensation, Section 6. Clothing Allowance [add new paragraph at end]

The City and the Union shall establish a working group to discuss implementation of a Uniform Policy, to include discussion of uniform options, and cleaning, maintenance and replacement procedures. The City will not implement a Uniform Policy without reaching agreement with the Union.

Article 11 Compensation, Section 10n. Special Certification, Managing MSW Collection System.

Add sentence at end:

Employees hired or promoted into this bargaining unit after the date of ratification of this agreement will be required to have and maintain this certification if they are assigned to a Solid Waste Division (i.e. Trash, Street Cleaning, or Off Hours).

New Article Performance Evaluation:

Effective upon ratification add new Article:

The City shall have the right to implement a process to evaluate the job performance of bargaining unit members. Such evaluations will be used for the purpose of counseling and development. In the event some or all of the underlying facts contained in a performance evaluation are used to support disciplinary action, such disciplinary action will be subject to just cause.

Article 11, Section 3, CDL Incentive

Effective July 1, 2025 increase the annual CDL stipend to \$350.

Article 11, Section 10i, Hoisting and Engineering License

Effective with the December 2025 payment, increase annual stipend to \$1250.

Article 11, Section 10k, OSHA Certification and Section 10l Competent Person stipend

Effective July 1, 2025, after any across-the-board base wage increase, \$.30 per hour will be rolled into the base wages of all positions in the bargaining unit and the annual OSHA 30-hour stipend and the Competent Person/Excavation and Trenching Certification stipend will be eliminated. At that time, maintaining a valid OSHA 30-hour certification will be required for all members of the bargaining unit and the City will have the discretion to require that any member of the bargaining unit maintain a valid Competent Person/Excavation and Trenching Certification by providing at least three (3) months' notice.

Article 11, Section 10a, Professional Engineer and Section 10b, Engineer-in-Training

Remove Article 11, Sections 10a and 10b from the collective bargaining agreement.

Article 11, Section 10j, Construction Supervisor License

Effective July 1, 2024, employees will no longer be eligible to receive the additional compensation associated with obtaining the Construction Supervisor License unless they were already receiving it as of July 1, 2024. Any employee receiving compensation for the license as of July 1, 2024 will continue to be eligible to receive it for as long as they maintain a valid license. The City agrees that it will not require any member of the bargaining unit to obtain this license absent an agreement with the Union. In addition, if the City assigns any member of this bargaining unit to supervise DPW employees in the job title of Carpenter, the City agrees to re-open the contract for the limited purpose of discussing the potential implementation of a Construction Supervisor certification stipend for the aforementioned supervisor(s).

Article 11, Section 13, Baystate Roads Workshop

Add new paragraph at end:

Notwithstanding the above eligibility requirements, employees receiving the stipend at the time of ratification of this Agreement will continue to receive it at the amount being paid at the time of ratification.

1. Housekeeping

- a. Remove "Side Letter Agreement" dated March 3, 2022.

Agreed to this 28th day of February 2025.

For the Union:

For the City:

Jason G. Lopez

[Signature]

[Signature]

[Signature]

[Signature]

