JULY 1, 2009- JUNE 30, 2011

AGREEMENT

CITY OF NEWTON

AND

NEWTON MUNICIPAL EMPLOYEES ASSOCIATION

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# AGREEMENT

This AGREEMENT by and between the CITY OF NEWTON, a municipal corporation organized under the laws of the Commonwealth of Massachusetts (hereinafter referred to as the "CITY") and the Newton Municipal Employees Association, (hereinafter referred to as the "UNION").

## ARTICLE I
## UNION RECOGNITION

1.01 The CITY hereby recognizes the UNION as the sole and exclusive bargaining agent of employees covered by this AGREEMENT for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

1.02 The term "employee" as used herein shall include only those employed by the CITY in the departments and in the classifications as follows, excluding all other employees whether or not they are specifically excluded herein. (The parties agree to review the titles of the bargaining unit positions listed below to be sure they correspond to the titles now in use.)

A. PARKS AND RECREATION DEPARTMENT - All employees including working foremen and excluding Commissioner, Forestry Superintendent, professional, administrative, secretarial and clerical employees, recreational supervisors, recreational leaders, seasonal, provisional, emergency and intermittent employees and Civil Service Foremen.

B. PUBLIC BUILDINGS DEPARTMENT - All employees excluding commissioner, Assistant Commissioner, Supervisors and Assistant Supervisors of Maintenance, all wire inspectors plumbing and gas fitting inspectors, building inspectors, acting supervisor and supervisor of building inspectors, classified Civil Service Foremen, professional, administrative,

secretarial and clerical employees, City Hall Custodians and provisional, emergency and intermittent employees.

C. PUBLIC WORKS DEPARTMENT - All employees including working foremen, time and construction clerks and bookkeeper (time and equipment clerk), excluding Public Works Commissioner, general superintendent, division foreman, general sewer foreman, superintendent and assistant superintendent of mechanical equipment, Water Division superintendent, plans and programs analyst, traffic foremen-inspector, public relations representative, street foremen-inspector, sewer foremen-inspectors, senior time and construction clerk; and excluding also professional, administrative, secretarial and clerical employees, classified Civil Service Foremen and provisional, emergency and intermittent employees.

D. POLICE DEPARTMENT - Laborers, building custodians, and mechanics, excluding all other employees.

1.03 With reference to the definitions of certain classifications of employees excluded by this ARTICLE, we will follow the definitions contained in Massachusetts General Laws, Chapter 31, Section 1, as follows:

A. EMERGENCY APPOINTMENT - An appointment made for a specified time without requisition to cover an unforeseen emergency.

B. INTERMITTENT APPOINTMENT - An appointment from an eligible list to recurrent employment which may be regular or irregular as the needs of the service require.

C. PROVISIONAL APPOINTMENT - An appointment authorized on a requisition when there is no suitable eligible list.

## ARTICLE II

## UNION DUES AND INITIATION FEES

2.01 Upon receipt by the CITY of a signed voluntary authorization by an employee, the CITY agrees to deduct weekly the initiation fee (if any) and Union membership dues levied in accordance with the Constitution of the Union from the pay of said employee and remit the aggregate amount to the Treasurer of the Union along with a list of employees from whose pay said dues have been deducted. Such remittance shall be made by the 10th 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.

2.02 The following authorization of dues shall be used.

UNION dues and Initiation Fees:

Authorization for Payroll Deduction

By:_____

Last Name First Name Middle Name

To: _____

Employer Department

Effective:

Date _____

I hereby request and authorize you to deduct from my weekly earnings the membership initiation fee and the Union Dues.

The authorization shall continue for a period of one (l) year from the date hereof or until the termination of this AGREEMENT (whichever occurs first)

and shall be automatically renewed for successive periods of one (1) year unless written notice of revocation is given by me to you in writing, upon the receipt whereof this authorization shall expire sixty (60) days thereafter.

Signed: _____

2.03 In addition to the above, subject to the provisions of Mass. General Laws, Chapter 150E, Section 12 as amended, all members of the bargaining unit who are not members of the UNION and/or who have not voluntarily executed an authorization for UNION dues as provided above shall be required to pay to the UNION pursuant to and in conformance with M.G.L., Ch.180, Section 17G as amended, as a condition of employment, an Agency Service Fee on or after the 30th day following employment in the bargaining unit, or the effective date of this AGREEMENT, whichever is later. Said fee shall be proportionately commensurate with the cost of collective bargaining and contract administration and shall be in an amount that is equal to the UNION dues. Said fee shall be deducted weekly and remitted to the UNION as provided in Paragraph 2.01 hereof.

## ARTICLE III
## GRIEVANCE AND ARBITRATION PROCEDURE

3.01 A grievance shall be defined as a dispute between the parties of the AGREEMENT involving an alleged specific and direct violation of the expressed language of a specific provision of this AGREEMENT.

3.02 All grievances shall be submitted in writing and shall state the specific contract provisions that are being violated, in what manner those provisions are being violated, and what remedy is being sought. All grievances must be filed within fifteen (15) working days after the circumstances giving rise to when the grievance first occurred, or within fifteen (15) days of when the

employee knew or should have known of the circumstances, or it shall be deemed waived. Any grievance shall also be deemed to have been waived or settled if the action required by the UNION or the employee to present it to the next level of the procedure shall not have been taken within the time specified therefore.

Any grievance not waived or not settled shall be settled in the following manner:

STEP 1. The UNION shall file the grievance with the aggrieved employee's supervisor. The supervisor shall respond to the UNION representative within fifteen (15) working days following submission to him.

STEP 2. If the grievance has not been settled, it shall be presented in writing to the department head within fifteen (15) working days after the supervisor's response is due. The department head shall respond to the UNION representative in writing within fifteen (15) working days from the receipt thereof.

STEP 3. If the grievance still remains unadjusted, the UNION shall present it to the Mayor or his designee in writing within five (5) working days after the response of the department head is due. The Mayor or his designee shall respond in writing to the UNION within ten (10) working days from the receipt thereof.

STEP 4. If the grievance is still unsettled, either party may, within twenty-five (25) days from the date of receipt of the grievance by the Mayor or within fifteen (15) days from the date the UNION has received the Mayor's answer, whichever is sooner, by written notice to the other, request arbitration. Failure by the UNION to request arbitration in writing within the prescribed time shall constitute a waiver of the grievance.

3.03 The failure of the employer to respond in a timely fashion to the UNION at any step of the procedure shall be regarded as a negative answer and shall allow the UNION to proceed to the next step.

3.04 The parties may mutually agree, in writing, to extend any time limits herein.

3.05 The arbitration proceeding shall be conducted by an arbitrator to be selected by the CITY and the UNION within seven (7) days after notice has been given. All arbitration proceedings will be held at a location selected by the Arbitrator. If the parties fail to select an arbitrator, either party may submit the grievance to the American Arbitration Association in accordance with their rules. Submission must be made within fifteen (15) days from the expiration of the above seven (7) day period provided herein above.

The decision of the arbitrator shall be final and binding on both parties and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument. The arbitrator shall not add to, subtract from or alter any provisions of this AGREEMENT; nor may he make any decision in conflict with the laws of Massachusetts governing municipal employees. Grievances involving disciplinary action shall be processed beginning at the third step. The cost of the arbitrator's services shall be borne equally by both parties.

3.06 Subject to the approval of his/her department head, stewards and officers of the UNION shall be granted reasonable time off during working hours to investigate and settle grievances without loss of pay. Such approval shall not be unreasonably withheld.

## ARTICLE IV
## FAIR PRACTICES

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

4.02 The CITY agrees to continue its policy of not discriminating against any person on the basis of race, creed, color, national origin, sex, age, marital status or participation in or association with the activities of the UNION.

## ARTICLE V
## HOLIDAYS

5.01 Subject to the exceptions and conditions provided in this Article, all employees whose compensation is fixed on an annual basis shall receive their regular compensation and all employees whose compensation is fixed at an hourly rate shall receive eight (8) hours' pay (or in the case of a half holiday, four (4) hours' pay) at their regular compensation for each of the following holidays:

| | |
|---|---|
| New Year's Day | Independence Day |
| Martin Luther King's Birthday | Labor Day |
| Presidents' Day | Columbus Day |
| Patriots' Day | Veteran's Day |
| Memorial Day | Thanksgiving Day |
| Bunker Hill Day | Christmas Day |

A half holiday on either his/her nearest scheduled working day before Christmas or his/her nearest scheduled working day before New Year's Day, the scheduling of such half holiday to be at the discretion of the department head.

Effective January 1, 2005, employees shall be entitled to a "Floating Holiday", which can be taken with the approval of the Department head so as to ensure adequate coverage and normal operation of the Department. Approval shall not be unreasonably withheld. Employee notification to the Department Head shall be made at least five (5) working days in advance. If a Floating Holiday is not used in its schedule calendar year, it may not be carried over to a

subsequent calendar year. Notwithstanding the foregoing, employees will have until April 30, 2006 to use their Floating Holiday for calendar year 2005, and until December 31, 2006 to use their Floating Holiday for calendar year 2006.

5.02 If any such holiday falls on an employee's scheduled day off, such employee shall be given another day off with pay in lieu thereof, which shall be scheduled at the discretion of the department head subject to the general policy, hereby established, that so far as it may be consistent with the proper functioning of the department such day shall be granted on either the last scheduled work day preceding or the next scheduled work day following such holiday.

5.03 In order to qualify for compensation for any such holiday such person shall have worked on all of his last regularly scheduled work day prior to and the next regularly scheduled work day following such holiday, unless his absence on such regularly scheduled work day is due to jury service, or is an absence for which compensation is payable under this AGREEMENT.

5.04 Except for Custodians, if an employee is required to work on any of the above named holidays he shall be compensated at the rate of time and one half for all hours worked in addition to his holiday pay.

## ARTICLE VI
## LEAVES OF ABSENCE

6.01 Leaves of absence with pay not exceeding four (4) days for any one employee for not more than six (6) employees during any calendar year may be authorized upon recommendation of the department head with the approval of the Mayor for the purpose of attending state or national conventions of the American Legion, American Veterans Committee, AMVETS of World War II, Disabled American Veterans, Legion of Valor, Marine Corps League, Jewish War Veterans, Order of the Purple Heart, United Spanish War Veterans, Veterans of

Foreign Wars or Reserve Officers Association of the United States to persons who are accredited delegates or alternates to such conventions. Whenever such leave of absence with pay is granted to persons subject to this paragraph, such leaves of absence will not be charged to available vacation time.

## ARTICLE VII
## SPECIAL LEAVE

7.01 Special leave shall mean that period of time for which an employee shall be entitled to receive compensation during absence from work because of personal sickness or injury, the illness or injury of certain members of his family, certain religious observances, or personal business in accordance with this Article.

7.02a Every employee who has completed five years of service with the CITY shall be entitled to special leave for a period not exceeding fifteen (15) days in each calendar year. The annual fifteen (15) day entitlement of special leave shall be granted on January 1 of each calendar year of employment.

7.02b Every employee who has completed five years of service with the CITY after January 1, 1992, shall be entitled to special leave for a period not exceeding fifteen (15) days in each calendar year. The annual fifteen (15) day entitlement of special leave shall be granted on the January 1 subsequent to the employee's completion of five years of service with the CITY. This clause becomes effective January 1, 1998.

7.02c Employees with fewer than five years of service will earn special leave as follows:

1. These employees shall earn special leave at a rate of one and one quarter (1 1/4) days per month for each month of full compensation, said days to be credited on the last day of each calendar month.

2. A month of full compensation shall be a month in which no

scheduled day of work is unpaid, either fully and partially.

3. An employee shall earn one and one quarter (1 1/4) days of special leave in the first month of employment if the starting date of employment is prior to the 15th day of the month. Otherwise, no special leave will be earned in that month.

4. An employee who reaches his fifth anniversary of service will continue to accrue one and one quarter (1 1/4) days of special leave per month until the following January 1.

5. This section does not apply to employees hired before January 1, 1987.

7.03 An employee shall be entitled to use special leave to the full extent of his accumulation during absence from work because of sickness or injury of the employee in accordance with this Article. Any member of the bargaining unit who becomes ill after the start of the work day, must report to the Division Head, or in the Division Head's absence the Foremen Inspector, prior to punching out his/her time card and leaving work.

7.04 When an employee of the CITY is absent from his duties on account of disability because of sickness or injury, he shall promptly notify his department head or such other person as his department head shall designate, and it shall be the duty of the head of the department in which such official or employee works, promptly to notify the City Physician and the Comptroller of Accounts of such absence. An employee who is absent for more than five (5) consecutive workdays may be required during the continuation of the absence to provide periodic medical reports or to see the City Physician. When an employee is absent due to illness or injury in excess of three (3) consecutive days, he must present a medical certificate from his physician or obtain authorization from the City Physician's Department to return to work. During such absence no salary or wage shall accrue to such employee except during period of authorized special leave in accordance with this Article. No person shall be entitled to any

compensation or benefits under this Article for any period of disability resulting in whole or in part from any of the following:

(a) The voluntary use of intoxicating liquor, drugs, or narcotics

(b) Self-inflicted injuries other than accidental

(c) Injuries sustained while engaged in or resulting from or arising out of the commission by such person of a felony or of a misdemeanor involving moral turpitude

(d) Injuries sustained while engaged in or resulting from or arising out of the violation of any lawful rule or regulation of the department in which employed

(e) Injuries sustained as result of reckless, improper or vicious conduct or illegal or immoral practices.

7.06a Every employee who has completed five years of service with the CITY shall be entitled to use special leave to the full extent of his/her accumulation during absence from work because of the illness of the employee's spouse, children or parents residing in the same household as the employee. The CITY may require a medical certificate setting forth the nature of the illness and certifying the need for the employee to remain at home.

7.06b Every employee who has completed less than five years of service with the CITY is limited to fifteen (15) days per year during required absence from work because of the illness of the employee's spouse, children, or parents residing in the same household of the employee.

If the employee has children of a prior marriage, or blood relative parents who do not reside in the same household, she/he will, when reporting off duty, inform the Department at which address and telephone she/he will be located because of his/her required absence from work.

"Required absence" is defined as requiring the personal attendance of the employee for the personal care of the seriously ill member and the unavailability of any other adult family member.

The City may require a medical certificate setting forth the nature, of the illness and certifying the need of the employee to remain at home.

"Illness" is defined as one requiring the immediate and continuous availability of an adult person to furnish necessary care.

7.07 No salary or wage shall accrue to any employee under paragraph

7.03 or paragraph 7.06 of this Article unless the City Physician shall find that the absence of such employee from duty is justified by reason of sickness or injury.

7.08 An employee shall be entitled to use special leave during absence from work for religious observances as approved by the Mayor. Such absences shall be limited to a total of three (3) consecutive days during any calendar year and the right thereto shall not be cumulative.

7.09 An employee shall be entitled to use special leave during absence from work to attend to personal business. Every such absence shall be requested no later than the third working day in advance or such earlier time period as the department head may require. The scheduling of such absences for personal business shall be at the reasonable discretion of the department head. Such absences shall be limited to two (2) days during any calendar year and the right thereto shall not be cumulative. In the event of an emergency or unforeseen circumstances, notification of a personal business day must occur by 7:15 am on the day of the personal business usage.

Any employee who use three (3) days or fewer of Special Leave, excluding Personal Business Days, during the previous calendar year will receive one (1) bonus personal day that shall not be deducted from Special Leave. Said personal day must be used during the calendar year to which it is credited.

7.10 Unused portions of special leave shall be cumulative and such unused special leave, except during the first year of employment shall be calculated as of January 1 first of each year. Sick leave as accumulated prior to January 1, 1967 in accordance with the applicable ordinances in effect prior to

that date shall be converted as of that date to special leave and all leaves of absence with pay taken during the year 1967, prior to May 1, 1967 for any of the purposes named in this Article shall be deemed to have been taken under this Article.

Except as provided in ARTICLE XXVIII, hereinafter, unused special leave will not be available for use or payment in cash upon termination of employment but shall continue to be available upon an employee's transfer to another position in the same or another department. An employee who is laid off or resigns under conditions that are not discreditable to him shall, if re-employed within twelve months, have available any unused special leave accumulation existing at the time of his separation.

7.11 Any employee who shall be found by the Mayor, after a hearing, to have obtained special leave pay contrary to this Article, or through any misrepresentation by him/her or by any other person in connivance with him/her shall not be entitled to the benefit of this Article for a period of one (1) year after such finding.

7.12 An employee who reports for work at the start of the work day and who does not complete the work day due to illness shall have charged to his/her special leave the number of hours not worked that day.

## ARTICLE VII A

## BEREAVEMENT LEAVE

7A.01 An employee shall be entitled to paid bereavement leave during absence from work for a period not exceeding three (3) days due to the death of a parent, step-parent, husband, wife, child, step-child, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparent, grandparent-in-law, grandchild, brother-in-law, sister-in-law or employee's significant other. Every such absence shall be approved and certified to by the head of the

department in which such official or employee works. In order to use Bereavement Leave for a "Significant Other", the employee must have previously provided that person's name to his/her department head.

## ARTICLE VII B
## ATTENDANCE

7B.01 Employees are required to be at work on a regular, continuing and consistent basis. Any excessive or unusual amount of absence from work, for whatever reason, is contrary to the CITY's attendance requirements.

7B.02 The CITY reserves the right to review and record employee absenteeism from the workplace and impose disciplinary action for any excessive absenteeism or for a pattern of absenteeism in accordance with ARTICLE XXIX, Section 29.02 of the contract.

7B.03 Any employee who shall be found by the Mayor, after a hearing, to have obtained special leave pay/sick leave contrary to Article VII of the Collective Bargaining Agreement, shall not be entitled to the special leave benefit for a period of one (I) year after such finding.

7B.04 The CITY, through its Human Resources Department may establish written policies pertaining to standards of attendance and indices of patterns of, and/or excessive absenteeism, not to be in violation of any Article or Provision of the Collective Bargaining Agreement. Copies of policies shall be posted on appropriate bulletin boards and given to the UNION.

7B.05 The City, through its Human Resources Department or by the appropriate Department Head may meet with, talk to, or otherwise be in contact with employees concerning their absenteeism. The employee may have a UNION representative in attendance, if he/she so requests.

## ARTICLE VIII
## UNIFORMS AND TOOLS

8.01a If any employee is required to wear a uniform, protective clothing, or any type of protective device as a condition of employment such uniforms, protective clothing or protective device shall be furnished to the employee by the CITY; and the cost of maintaining and cleaning the uniform or protective clothing in proper working condition shall be paid by the CITY. The employee agrees to wear and utilize said uniforms, clothing, or protective devices and in addition is responsible for taking the necessary steps to insure that such uniform, clothing or protective devices are maintained in proper condition.

8.01b Uniforms for garage and traffic division employees will be increased to 10.

8.01c Utilities Division Employees working in direct contact with waste water shall receive uniform pants on an annual basis. Said numbers to be determined by UNION and management representatives.

8.02 Where an employee is required as a condition of employment to furnish and use his personally owned tools in the course of his employment, that employee must submit to his Division Head for verification, a complete inventory of all personally owned tools. If, after the inventory has been submitted and approved, the employee purchases additional tools, it will be the responsibility of the employee to update the inventory list on file with the Division Head. Any tools that are damaged or worn beyond proper use shall be replaced by the CITY provided that the broken or worn tool is on the inventory list and is turned in to the Division Head for replacement. However, any tool which is provided by the CITY as a shop tool will be ineligible to be included on an employee's tool inventory list, and will not be eligible for replacement under the terms of this section.

## ARTICLE IX

## HEALTH AND WELFARE

9.01a The CITY agrees to provide group health coverage for all eligible families and individuals. The City will pay 80% of the premium or cost for all of the health plans in effect. Effective January 1, 2006, certain co-pay increases will go into effect consistent with the City's at page 1, proposal, item 2, attached hereto as Attachment A. At that same date, the premium payments for employees in this bargaining unit will be reduced to the levels paid by employees in other city bargaining units. Employees will have until March 31, 2006 to submit receipts for reimbursement of excess co-pay costs incurred by them through December 31, 2005.

9.01b A 50% employer contributory dental plan will be implemented on January 1, 2002.

9.02 Where an employee suffers an extended illness and has used all of his sick leave and vacation pay, the CITY shall review the case. The CITY may, at its discretion, continue to pay the insurance premium contribution then in effect for an additional period up to ninety (90) days. Prior to each date of any granted extension of such payments, the CITY shall review the matter again for a possible further extension and notify the employee of its decision.

9.03 Upon the decease of any employee, employed or retired, for whom at the time of his death the CITY is contributing payments toward his/her Group Accident and Health insurance, the CITY will pay the contribution rate then in effect of the insurance premiums for his/her remaining spouse until such time as he/she remarries or becomes eligible for hospitalization and medical coverage under the Federal Program.

9.04 The CITY will make every effort to make it possible for each employee to purchase additional life insurance under a group insurance plan.

## ARTICLE X
## WORKER'S COMPENSATION

10.01 An employee suffering an occupational injury, eligible for medical payments under Worker's Compensation, who returns to work within five (5) days of receiving said injury may, at his/her election, be compensated out of his/her sick leave, if any.

10.02 An employee who is receiving Worker's Compensation shall be permitted to use up his/her accumulated sick leave or his/her available vacation leave in one hour segments for the purpose of receiving the difference between what he/she receives under this Worker's Compensation and his/her regular weekly salary. The CITY at the employee's election shall pay him/her the necessary amounts and charge them to his/her unused and accumulated sick leave or available vacation leave.

## ARTICLE XI
## SENIORITY

11.01 Seniority shall be computed and made applicable by classification and grade in accordance with Civil Service Laws governing the same (M.G.L., Ch.3l).

11.02 In cases of transfers, decrease or increase of the working force and assignment to shifts, length of service, ability, and quality of previous performance shall be considered; all other things being equal, length of service with the bargaining unit shall govern.

11.03 So far as practicable, seniority shall prevail in choice of vacation period. Employees laid-off have recall rights as applicable and provided under Chapter 31, M.G.L.

## ARTICLE XII

## PROMOTIONS

12.01 Where a vacancy exists which the CITY desires to fill, the position will be posted in conformance with Civil Service Rules and Regulations containing the required information and including specifications and qualifications for the position and rate of pay. The position shall be posted within the department for a period of five (5) days. Within that period employees who wish to be considered will submit their names in writing to the Superintendent of their division who will then forward the names to the appropriate appointing authority. Qualified candidates who bid shall be considered and final selection by the appointing authority shall be made in accordance with Civil Service Rules and Regulations as well as the CITY's promulgated policy on promotions. In cases where length of service, ability and quality of previous performance are equal, preference will be given to the qualified bidder within the division where the vacancy exists. If no qualified candidate applies for the position, selection shall be made in conformance with Civil Service Rules and Regulations.

12.02 Department Heads will consider the following criteria in making promotions:

1. Special Leave utilization (Extended absence from work, due to prolonged illness involving hospitalization that is medically documented in a timely fashion for inclusion in the employee's personnel file, will be taken into consideration in making promotions.)

2. Prior disciplinary actions

3. Written performance evaluations by Supervisors (Each employee will be provided with a copy of his/her performance evaluation and will be given an opportunity to submit a written response.)

4. Known medical conditions which might interfere with position sought

5. Prior experience
6. Experience in position sought
7. Other qualifications and training
8. Availability for extended work day or work week in overtime

12.03 A copy of any job posting shall be mailed forthwith to the permanent residence of the President of the Newton Municipal Employees Association and a copy to the UNION office.

12.04 All jobs will be filled within thirty (30) days unless for any reason the CITY decides not to fill the position, in which case the UNION will be notified.

12.05 Promoted employees shall be paid at the step and rate of the position to which he/she has been promoted as of the effective date of the promotion using the following formula:

(1) Multiply the employee's current base salary by 4.25%

(2) Add the 4.25% of the current base salary

(3) Take the new total and round up to the next higher step that provides at least a 4.25% increase

12.06 To qualify for appointment to any vacancy under this Article, all employees must first meet their hiring requirements.

## ARTICLE XIII
## MEAL PERIOD

13.01 All employees except those engaged in continuous operations shall receive an unpaid meal period of one hour's duration during each work shift. Whenever possible the meal period shall be scheduled in the middle of the shift.

## ARTICLE XIV

## JURY PAY

14.01 The CITY agrees to make up the difference in any employee's wages between a regular week's wages and compensation received for jury duty.

## ARTICLE XV

## CLEAN UP TIME

15.01 Employees engaged in work which requires personal clean up shall be granted a fifteen (15) minute personal clean up period prior to the end of each work shift.

## ARTICLE XVI

## OVERTIME

16.01 The computation and payment for time worked in excess of forty (40) hours per week shall be made in accordance with Chapter 2, Article I, Section 2-4 of the 1979 Revised Ordinances of Newton, Massachusetts.

16.02 Time, construction and equipment clerks in the Public Works Department and the Time and Construction Clerk in the Water Division will be paid at straight time rates up to forty (40) hours per week and for any authorized overtime at time and one-half their straight time rate for all hours worked in excess of forty (40) hours per week.

16.03 Any employee called back to work after having completed his assigned work and left his place of employment and before his next regularly scheduled starting time shall be guaranteed a minimum of four (4) hours of work or pay.

16.04 The CITY through the appropriate Department Head, will exclusively determine whether employees are needed to work overtime due to any reason, as

well as to determine what classifications and the number of employees that are required. It shall be the CITY's sole discretion to determine when overtime shall begin, how long overtime continues, and when overtime stops.

When overtime work from employees is necessitated due to planned work or work caused by urgent conditions, the following two general provisions shall apply:

1. Bargaining unit members who possess the appropriate classification, and who normally perform the work shall be requested to perform the overtime work.

2. If an insufficient number of employees volunteer to perform the work, then department heads shall assign, to perform the work, qualified employees who normally perform the work from the needed classifications.

(a) The UNION shall administer the scheduling of overtime under this provision in accordance with procedures agreed to with the Department Heads.

(b) The Department Heads and the UNION may establish a so called "ask-off" procedure whereby under accepted conditions individual employees may decline overtime work. However, this "ask-off" procedure shall not diminish the requirement that there shall always be a sufficient number of qualified employees available to perform the overtime work who normally perform the work in the appropriate classifications. In this regard, an employee's request to "ask- off" overtime may be denied.

(c) The UNION shall designate a responsible member of the UNION from each department to coordinate this "ask-off" procedure and shall provide that person's name to the Department Head.

(d) The UNION shall keep appropriate records in order to respond to the UNION members regarding the distribution of overtime assignments.

(e) It shall be the UNION's responsibility to ensure that the proper

number of qualified employees who normally perform the work in the appropriate classifications are present and are ready at the appropriate time to perform the overtime assignments.

16.05 The CITY shall keep records in each division time book of the overtime work. In case of a grievance involving such records, they shall be subject to examination by the UNION representative or the Shop Steward with the foreman of the division involved.

## ARTICLE XVII
## UNION REPRESENTATIVES

17.01 A written list of UNION stewards and other representatives shall be furnished to the CITY immediately after their designation and the UNION shall notify the CITY of any change.

17.02 UNION representatives may be permitted to attend UNION conventions provided that the total number of days per year for all those granted permission shall not exceed 20 days in the aggregate.

## ARTICLE XVIII
## BULLETIN BOARDS

18.01 The CITY shall place bulletin boards at the entrance to major locations. The UNION shall have the right to post routine UNION notices on said bulletin boards. Prior to posting, the UNION shall give a copy to the Department Head or his designee. It is agreed that no notices shall be posted containing any language derogatory or critical of the CITY.

## ARTICLE XIX

## ACCESS TO PREMISES

19.01 Upon approval by the appropriate Department Head, or his designee, the CITY agrees to permit representatives of the UNION to enter the premises at any time for individual discussion of working conditions with the employees, provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to the employees. Such approval shall not be unreasonably withheld.

## ARTICLE XX

## GUARANTEED DAY'S WORK

20.01 In the event an employee reports to his place of work at his regularly scheduled time and is sent home for lack of work, he shall be paid for eight (8) hours at the rate to which he would be entitled for his shift.

## ARTICLE XXI

## HOURS OF WORK

21.01 The regular work schedules shall be for five (5) consecutive days (Monday through Friday) and eight (8) consecutive hours per day exclusive of a lunch period. Employees in continuous operations shall be scheduled for five (5) consecutive days in each seven (7) day period and eight (8) consecutive hours per day with the same daily schedule (Monday through Friday).

21.02 Employees engaged in continuous operations are defined as being any employee or group of employees engaged in an operation for which there is regularly scheduled employment for twenty-four (24) hours a day and/or seven (7) days a week.

21.03 Time, construction and equipment clerks in the Public Works Department including the Time and Construction Clerk in the Water Division shall be scheduled to work a forty (40) hour work week. The existing work schedules are as follows:

(a) Public Works Department, except Water Division

Time, Construction and Equipment Clerks (excepting Weight Clerk)

| | |
|---|---|
| Monday thru Friday | 8:00 AM - 4:30 PM |

Garage Personnel:

| | |
|---|---|
| Monday thru Friday | 7:30 AM - 4:30 PM |
| Monday thru Friday (second shift only) | 4:00 PM - 12:00 Midnight |

All other personnel:

| | |
|---|---|
| Monday thru Friday | 7:30 AM - 4:30 PM |

With the exception of the Emergency Men assigned to work a 40-hour week Monday through Sunday on a 24 hour basis.

(b) Water Division

All hourly personnel:

| | |
|---|---|
| Monday thru Friday | 7:00 AM – 4:00 PM |
| Exception - Watchman | 4:00 PM - 12:00 Midnight |
| 12 Midnight - 8:00 AM | 8:00 AM - 4:00 PM |

Emergency Standby - guaranteed week - 36 hours at straight time in addition to regular work week.

Storekeeper:

8:00 AM - 5:00 PM

Time and Construction Clerk:

8:00 AM - 4:30 PM

Meter Readers:

8:00 AM - 5:00 PM

(c) Parks and Recreation Department

Maintenance Men - Monday through Friday

Regular Maintenance Men:

7:00 AM - 4:00 PM

Outside Maintenance Men:

7:00 AM - 4:00 PM

Summer schedule - 6:00 AM - 3:00 PM

Time and Construction Clerk:

8:30 AM - 5:00 PM

Forestry:

7:00 AM - 4:00 PM

In the event of an emergency, department heads shall have the right to make temporary exceptions to the work schedules set forth above for the period of emergency.

21.04 The CITY may change work schedules and except for emergency situations shall give the UNION written notice of any changes one (1) week in advance thereof, within which time the UNION shall have the opportunity to discuss the proposed change in the schedule. In the event of failure to agree on this proposed change, the CITY shall have the right to institute the change and the UNION shall have the right to take the matter up as a grievance under the Grievance Procedure as to whether or not the CITY when it effected such a change, acted arbitrarily, capriciously and unreasonably.

## ARTICLE XXII

## Safety Committee

22.01 A safety committee composed of two representatives of theUNION and two supervisory personnel shall be appointed. Said committee shall appoint

its own chairman and meet regularly to review safety practices. It may draw up a safety code which upon approval by both parties to this AGREEMENT, they agree to enforce.

22.02 The CITY, the UNION, and the employees agree to work together to maintain a safe and healthful work environment. Concerns about safety and health should be referred to the City's Safety Officer and the Safety Committee. Employees who bring to the attention of the Safety Officer and/or the Safety Committee any potential safety or health hazards will not be subject to discrimination or disciplinary action.

22.03 A Labor Management Committee will meet under this Article to review current heat day practices with a goal of agreement by April 15, 2006.

## ARTICLE XXIII
## REST PERIODS

23.01 All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half shift. The period shall be scheduled at the middle of each one-half shift whenever this is feasible.

23.02 Employees who for any reason work beyond their regular quitting time into the next shift shall receive a fifteen (15) minute rest period before they start to work on such next shift. In addition, they shall be granted the regular rest periods that occur during that shift.

## ARTICLE XXIV
## WAGES

24.01 a. The pay and classification plan for the period beginning July 1, 2009 is attached as Appendix A and reflects the increase in the plan from July 1, 2009 through June 30, 2011.

b. Employees will automatically move to the next higher step within their grade on their anniversary date until they reach the top step.

New employees shall be hired at the first step of the pay and classification plan for their job grade, and will move automatically to the next step on each anniversary of their date of hire until they reach the top step. If there is no internal candidate who is eligible for appointment to a particular position, the City may hire on the pay plan up to Step 3 with the approval of the UNION provided that such approval will not be unreasonably withheld.

Employees promoted to a higher graded position shall be placed at the step in the higher grade using the following formula:

(1) Multiply the employee's current base salary by 4.25%
(2) Add the 4.25% of the current base salary
(3) Take the new total and round up to the next higher step that provides at least a 4.25% increase

Thereafter, the employee's anniversary date will be their date of promotion into the new grade.

c. Wage payments will be required to be made through direct deposit for all employees hired after January 1, 2006.

24.02 When employees are temporarily required to work in a higher classification they will be paid at the proper rate of that classification. The employees so assigned will be paid either the flat rate of pay for the classification (for those classifications which have a single rate); or the first step of a step schedule for a classification (or the step that most nearly provides a 4% increase when applicable).

## ARTICLE XXV

## LONGEVITY

25.01 Full time employees covered by this AGREEMENT, who shall have completed the appropriate number of years of aggregate employment with the CITY in each year, shall be entitled to receive annually a non-cumulative longevity payment, as per paragraph 25.03, while employed by the CITY. Said payment shall be made as soon as possible after the employee's anniversary date of employment, but in no event later than two payroll weeks thereafter. The anniversary date of employment shall be the day of commencement of service; except that in cases where there is broken service the periods of employment shall be added and the anniversary date adjusted to fall on the day where aggregate employment completes a whole year or a whole number of years of service. If an employee has previously received a proportionate share of longevity in accordance with 25.02 or its predecessors, then the amount of longevity payment due on the first anniversary date falling after his/her most recent service shall be reduced by the same proportion.

25.02 In the event an eligible employee should retire, resign or decease in the course of a year in which he/she would have been entitled to such longevity payment, he/she shall receive a proportionate share of the longevity payment based upon the number of full calendar months he/she was actually in the employ of the CITY during that year, (since last anniversary date) payable on the payment date following such event.

25.03 Effective July 1, 2008, the following longevity levels shall be implemented as increased below:

| | |
|---|---|
| 5 – 9 | $425 |
| 10 - 14 | $675 |
| 15 - 19 | $775 |
| 20 - 24 | $975 |

| | |
|---|---|
| 25 – 29 | $1,050 |
| 30+ | $1,300 |

Effective July 1, 2010, the following longevity levels shall be implemented as increased below:

| | |
|---|---|
| 5 – 9 | $625 |
| 10 - 14 | $875 |
| 15 - 19 | $975 |
| 20 - 24 | $1,175 |
| 25 – 29 | $1,350 |
| 30+ | $1,600 |

## ARTICLE XXVI
## Shift Differential

26.01 Employees regularly assigned to the night shifts (4:00 PM to 12 midnight) shall receive a shift premium of twenty-five cents ($.25) per hour for all hours worked on said shifts.

26.02 Employees regularly assigned to the midnight shift beginning at 12 midnight shall receive a shift premium of thirty cents ($.30) per hour for all hours worked on said shift.

## ARTICLE XXVII
## Separability

27.01 If any provision of this AGREEMENT or any application of the AGREEMENT to any employee or group of employees shall be found to be contrary to law by any court or board of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting, except to the

extent permitted by law, but all other provisions or applications will continue in full force and effect.

## ARTICLE XXVIII
## Retirement and Death Benefits

28.01 Upon the retirement of any employee covered by this AGREEMENT under the terms of Massachusetts General Laws or the death of any employee, the CITY will pay to the said employee or his/her heirs at law an amount equal to sixty percent (60%) of any unused special leave then remaining, not to exceed $6,000.00.

28.02 Upon the retirement of any employee covered by this AGREEMENT, the CITY will continue his/her basic life insurance policy of $5,000.00 and pay fifty percent (50%) of the premium cost thereof.

## ARTICLE XXIX
## Management Rights

29.01 The listing of the following specific rights of management in this Article is not intended to be nor shall be considered restrictive of or as a waiver of any of the rights of the CITY not listed herein. Such inherent management responsibilities are not subject to arbitration and shall remain exclusively with the CITY except as they may be shared with the UNION by specific provisions of this AGREEMENT.

29.02 Among such management responsibilities as are vested exclusively in the CITY are the following: the right to hire, promote, transfer, assign and retain employees in positions with the Departments and to suspend, demote, discharge or take other disciplinary action against employees for just cause, to relieve employees from duty because of lack of work or other legitimate reasons, to determine the method, means and personnel by which such operations are to

be conducted, to require a reasonable amount of overtime from the employees, and to take whatever action may be necessary to carry out the work of the departments in situations of emergency. During emergencies, all employees are to be available for overtime work.

## ARTICLE XXX
## No Strike

30.01 The UNION, its officers and members hereby agree to comply with the provisions of Massachusetts General Laws, Chapter 150E Section 9A(a) which states, "No public employee or employee organization shall induce, encourage or condone any strike, work stoppage, slow down or withholding of services by such public employees."

## ARTICLE XXXI
## Employee's Rights

31.01 No employees, except probationary employees (less than six months of continuous employment), covered by the Agreement may be disciplined, suspended, or discharged except for just cause.

31.02 An employee aggrieved by any of the actions described above taken by the CITY against him may pursue one of the two appeals therefrom as follows:

A. He may elect to process his grievance in accordance with Massachusetts Civil Service Laws and Regulations, or

B. He may elect to process his grievance in accordance with the Grievance and arbitration Procedures contained in this AGREEMENT beginning at Step 3. If he elects to proceed under these terms and conditions, he thereby waives his rights to appeal to the Massachusetts Civil Service Commission and may not thereafter change his decision without the written consent of the CITY.

C. The employee's election shall be delivered to the CITY in writing within three (3) days after written notification by the CITY of its disciplinary action, suspension or discharge.

D. In matters covered by this Article, the UNION shall not file a written grievance as provided in the Grievance Procedure without the previous written consent of the employee involved.

E. If the employee elects to proceed under the Laws and Regulations governing the Civil Service Commission, he may not thereafter proceed under the Grievance and Arbitration procedures.

## ARTICLE XXXII
## Clothing Allowance

32.01 In addition to the requirements of Article VIII, paragraph 8.01 to provide and maintain certain protective clothing and protective devices, each employee covered by the AGREEMENT shall receive an annual clothing allowance in the amount of $450 effective July 1, 2001 to be paid on or before December first of each year of this AGREEMENT. The annual clothing allowance due under this Article shall be increased to $500 effective and retroactive to July 1, 2007.

32.02 Any employee whose employment terminates before December 1 of any calendar year shall receive a proportionate allowance for all months worked after December. Employees employed 10 years or more shall upon retirement or death receive their full annual allowance. If an employee dies while in the employ of the CITY, his/her estate or beneficiary shall receive the full amount of clothing allowance regardless of years of service.

## ARTICLE XXXIII

## Travel Allowance

33.01 Water meter readers will receive a travel allowance for use of their private cars not to exceed thirty dollars ($30.00) per month.

## ARTICLE XXXIV

## Vacation Entitlement

34.01 Except as provided hereafter, the present vacation policy of the City of Newton as outlined in its Ordinances and by state law shall remain in full force and effect.

34.02 Effective January 1, 1995, the vacation entitlement shall be adjusted as follows:

| After Completing Years of Employment | Entitlement |
|---|---|
| 1 year | 2 weeks vacation |
| 5 years | 3 weeks vacation |
| 10 years | 4 weeks vacation |
| 20 years | 5 weeks vacation |

34.03 First Year Employees: A new employee who works more than six months (and completes his probationary period) prior to December 31 of his first year of employment may take one week of vacation in his first year of employment. As of the following January 1, he is entitled to two weeks of vacation for that year.

34.04 All employees shall be entitled to their additional week of vacation in the calendar year in which they reach their applicable anniversary date of employment, provided that they are entitled to a vacation in that calendar year and provided further that any employee whose anniversary date of employment is

in the last full week of November or is in the month of December shall be deemed to have attained their applicable anniversary date of employment for purposes of additional vacation on November 1 in order that they may exercise their additional vacation entitlement during that calendar year. The anniversary date of employment shall be the day of commencement of service; except that in cases where there is broken service the periods of employment shall be added and the anniversary date adjusted to fall on the day where aggregate employment completes a whole year or a whole number of years of service.

## ARTICLE XXXIVA

## Vacation Policy

34A.01 Vacation time may be taken in single days or periods of less than a full week with the approval of the appropriate Department Head so as to insure adequate coverage and normal operation of the department. Approval shall not be unreasonably withheld. Days off on Mondays and Fridays shall be limited to insure that all employees in a department have an opportunity to take a Monday or Friday, unless there are no other employees in the department that wish to take off one of these days. The first choice of single days off shall be determined by seniority in the department. Vacation days must be taken in full days with 24 hours notice. Half day (1/2) vacations may be taken with 24 hours notice and the approval of the Division Superintendent.

34A.02 Single vacation days may not be taken if it will require coverage on an overtime basis for the person taking the time off.

34A.03 All vacations are to be scheduled with advance approval of the employee's department head. Employee requests for all vacation time, including periods of less than one week, must be submitted to the appropriate Department Head for his approval at least 24 hours in advance of the start of the work day to allow for proper staffing.

34A.04 Employees are permitted to carryover one week of vacation to the next calendar year. In order to do so, an employee must give his department head advance written notice. The scheduling of that week will be with the approval of the department head following normal scheduling policy.

## ARTICLE XXXV
## Appropriation

35.01 It is agreed that the terms of this AGREEMENT are subject to and conditioned upon appropriation of the necessary funds by the Board of Aldermen of the City of Newton.

## ARTICLE XXXVI
## MEO Classification

36.01 No employee shall be required to operate a CITY motor vehicle without an MEO classification.

## ARTICLE XXXVII
## Emergency Call-In

37.01 An "emergency call-in" as used in this Article means that an employee is summoned from his/her home, reports in, and completes the emergency work.

37.02 In case of an emergency call-in, an employee shall receive a minimum of four (4) hours times the employee's regular base hourly rate. But to the extent that the sum of the hours worked pursuant to the emergency call-in and the employee's regular hours for the week (exclusive of other overtime) exceeds forty hours, the employee shall receive an amount equal to the number of hours worked pursuant to the emergency call-in in excess of forty hours,

multiplied by one-and-one-half times his/her regular base hourly rate, plus the other hours worked pursuant to the emergency call-in paid at his/her regular base hourly rate, if that amount exceeds the minimum stated in the previous sentence. If an emergency call-in occurs at such time that, except for allowance for breakfast, luncheon or dinner hour, it overlaps the employee's basic workday, or begins at the end of the employee's basic workday, or ends with the beginning of the employee's basic workday, the employee shall not be entitled to emergency call-in pay for any overlap of hours during that basic workday, but shall receive only his regular base rate of pay for those hours. Overtime payments shall not be pyramided or duplicated, as, where, since an emergency call-in overlaps the normal work period, the employee thereby works more than his customary basic workday. An employee notified in advance to report for work before his/her regular starting time, or to work beyond his/her regular stopping time is not entitled to emergency call-in pay.

37.03 An employee notified of overtime pursuant to ARTICLE XVI is not entitled to emergency call-in pay pursuant to this Article.

## ARTICLE XXXVIII

## Tuition Aid

38.01 The EMPLOYER agrees to provide an educational fund, up to maximum of $7,500.00 per fiscal year, to reimburse eligible employees for tuition costs in accordance with the following plan.

38.02 All full-time (37 1/2 hours per week or more) permanent employees are eligible to participate in this plan upon completion of twelve (12) months of continuous employment. Individuals receiving tuition payment from any grant, scholarship or veterans benefit shall have tuition aid reduced by this amount.

38.03 Courses will be approved under this plan which are directly related to the employee's present job assignment or which will increase the employee's

qualifications for advancement. No correspondence courses are acceptable under this plan. Each employee may take no more than one course for reimbursement, during each fiscal year. One course means a course taken during one semester or term (Fall, Winter, Spring or Summer).

38.04 Classes must not conflict with the employee's normal work schedule and must be taken on the employee's own time.

38.05 Employees wishing to participate in this program must have their course approved prior to enrollment in such course. Prior approval is obtained by the employee submitting an "Application for Tuition Aid" for each course to be taken. Applications must be recommended by their department head and approved by the Director of Human Resources.

Applications will be approved based on the date completed "Applications for Tuition Aid" are received in the Human Resources Department. Also, reasonable efforts will be made to equitably distribute funds to all Departments. The decision to approve or disapprove courses and reimbursement under this plan is not subject to grievance under Article III of this AGREEMENT.

38.06 Employees will be reimbursed for tuition costs upon passing an approved course. Approved courses which are not completed and passed are not reimbursable under this plan. Costs other than tuition, such as registration and application fees, lab fees, books, etc. are not reimbursable under this plan.

To receive tuition reimbursement, employees must submit to their department head a copy of their tuition bill from the school showing that they have passed the course. The department head upon signing the tuition bill and transcript, as appropriate will forward same to the Director of Human Resources for approval and payment. Employees must be on the active payroll as permanent full-time employees as of the date the Personnel Department received their transcript and tuition bill for payment. The CITY is not liable for any taxes or assessments to Federal, State, City or County governments due on tuition reimbursements paid to employees under this plan.

## ARTICLE XXXIX

## Special Licenses

39.01 Where employees require special licenses to perform their job for the CITY they will be reimbursed for the appropriate State license fees. This does not include the regular motor vehicle driver's license.

## ARTICLE XL

## Stability of Agreement

40.01 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.

40.02 The failure of the CITY or the UNION to insist, in anyone or more situations, upon performance of any of the terms of provisions of this AGREEMENT, shall not be considered a waiver or relinquishment of the right of the CITY or the UNION to future performance of any such term or provision, and the obligations of the UNION and the CITY to such future performance shall continue.

40.03 Effective July I, 1980, all agreements, precedents, employment and work practices are existent and effective only to the extent they are expressly set forth in this agreement, or, in the alternative, have been put in writing and signed by the appropriate department head and the Director of Human Resources.

Neither the UNION nor the CITY waives the rights available to them for what may have occurred prior to July 1, 1980.

## ARTICLE XLI

## Sanding and Plowing

Generally, one person will be assigned to the operation of the sanding and plowing trucks. The Commissioner of Public Works, or his designee, will make this determination.

41.02 Overtime will be equally and impartially offered and distributed on a rotating basis. Overtime offered and/or assigned and not worked will be charged as worked to each employee in determining quantity of overtime distribution.

41.03 A premium of $4.00/hour for the first eight hours, and $5.00 per hour for every hour starting at the ninth hour will be paid for all bargaining unit members involved in snow and/or ice operations.

41.04 The ARTICLE XXII Safety Committee and the City Safety Officer, acting in a non-voting status, will be available to address the issue of "lumping" sand and salt and solutions thereto. The UNION and the CITY will meet to seek a solution to any "lumping" problems which result from the Committees' deliberation.

41.05 No employee, when driving a sanding/plowing truck alone, will be required to do any of the following alone; putting on chains/removing broken chains or putting on a plow, or to break up lumps when outside the yard. If the driver concludes he has a serious safety situation resulting from lumping of sand and salt, he should call his supervisor for directions.

All employees who are working on sanding/plowing operations will be available to assist one another in putting on chains and/or plows in the yards. If a chain breaks on the road, the operator may call the garage for assistance.

41.06 Any current policies and/or requirements which may be affected by the sanding/plowing policies stated above will be reviewed.

41.07 The CITY may establish the starting times for the overtime work.

41.08 Any dispute concerning the interpretation or the application of the above provisions are subject to the grievance and arbitration procedure.

## ARTICLE XLII

## Water Division On-Call Men

42.01 Must have a minimum of three years experience with the Water Division of the Department of Public Works. Experience must be connected with the overall operation and maintenance of the City's water distribution system such that the individual knowledge concerning the operation of said system will be sufficient to make sound decisions regarding the delivery of potable water to the City's residents. 42.02 Must hold a position title in the UNION that is equal to or greater than one of the following; Working Foreman, Emergency Crew Leader, Meter Repairman, Pipelayer MEO, Water Systems Maintenance Craftsman, HMEO.

42.03 Must live within the surrounding towns and cities of the Newton Water Yard so that response time can be kept to a minimum. (establish miles radius 10 air miles)

42.04 Must have the ability to work with limited or no supervision, dependable, convey information in an accurate manner, make independent decisions on the operation of the City's water distribution system, and also be capable of dealing effectively with the public.

42.05 Shall have demonstrated an attendance pattern that is consistent with Article VII B of the City's agreement with the UNION.

42.06 The on-call rotation shall consist of a minimum of four men.

42.07 Anyone interested, who meets the enclosed defined criteria, in being placed on the "On-Call" rotation shall notify the Water Superintendent in writing any time during the year. If a vacancy exists, an individual may be added to the

rotation at anytime during the year provided that he enters the rotation alphabetically by last name, upon the completion of the next complete rotation.

Anyone wishing to be removed from the rotation shall give a complete rotation notice in writing to allow the Superintendent to place another qualified person as stated in 42.02 in his spot.

Each November the Superintendent and the Utilities Director shall review the performance of those who have been on the on-call rotation. If they have performed in accordance with this agreement, and if they are still interested, they will be automatically placed on the following years rotation. New people will be selected and added, as per this Article.

Unless otherwise agreed to, an "on-call" shift shall begin 3:00 PM on Friday and end at 7:00 AM the following Friday, unless a shift ends on a holiday in which case it will be considered complete at 3 :00 PM.

The pay will be (36 hours a week guaranteed) 4 hours on Friday, Monday, Tuesday, Wednesday, Thursday, and 8 hours on Saturday, Sunday and Holidays, straight time. Each call answered on a daily basis is subtracted from the guarantee and converted to overtime. All calls are recorded in the daily logbook, the time, repairs, place of call and the time spent to make repairs if possible. It is understood and agreed to that those people on the "on-call" rotation shall have the sole responsibility of filling their particular shift. If the needs arise, it shall be their responsibility as well as their right to swap shift, or portions of shifts, as long as their replacement comes from the remaining people on the "on-call" rotation. It shall be the responsibility of the "on-call" man to notify the Superintendent and Control Center (must notify the Police Department if the Control Center is unmanned) that their hours are being covered by another individual.

42.13 In case an "on-call" man is injured and temporarily disabled, or hardship occurs, the other "on-call" men will cover the shift until the "on-call" man is able to return to his rotation. If the injury or hardship is sufficient to

cause the "on-call" man to miss more than four complete rotations, then a temporary replacement may be used, provided that the original "on-call" man is allowed to return to his spot in the rotation upon his return to full service.

## ARTICLE XLIII
## Commercial Driver's License

(In Effect until Otherwise Agreed)

43.01A The Federal Commercial Motor Safety Act of 1986 mandates that all drivers of commercial vehicles (as defined in the Act) obtain a commercial driver's license (CDL). The CITY agrees to facilitate the preparation for the exams (written and/or practical) required to obtain the CDL for its employees who are required to operate commercial vehicles. It agrees to use funds available under Article XXXVIII, Tuition Aid, to set up a training program for this purpose. The CITY will notify employees of training opportunities and will make available, under its supervision, the use of appropriate vehicles for training. The CITY will pay the initial application fees for CDL testing for its employees who are required to operate commercial vehicles. In the event a second test is necessary for an employee, the CITY will provide additional training assistance and application fees.

## ARTICLE XLIV
## Creation of R-7 SMEO Position

44.01 The City of Newton agrees to create an R-7, SHMEO Class A position. Said position to require a Class A license and a hoisting license. The CITY and the UNION agree to establish a training program relative to Class A and Hoisting Licenses, said training program shall begin as soon as possible after

execution of contract. Promotions to said positions shall be delayed until the completion of the training program. Whereupon employees who have a minimum of three (3) years service in the bargaining unit shall be eligible for said promotions. In the event that there are no qualified employees pursuant to Article XII, Promotions, of the Collective Bargaining Agreement, among those with three (3) or more years of service, then the CITY shall have the right to promote from among those qualified employees with less than three (3) years of service in the bargaining unit.

## ARTICLE XLV
## Hazardous Duty Sub-Committee

45.01 The CITY and the UNION agree to establish a sub-committee to study issues of Hazardous Duty. Said sub-committee, to be composed of no less than three members of the union and a like number of managers, shall meet twice a month to study among other issues protective equipment, protective clothing, listing of toxins in the workplace and any other issue any member of the sub-committee may bring up. Employees who assist said sub-committee will not be subject to discrimination or disciplinary action.

## ARTICLE XLVI
## Classification Study

46.01. Job descriptions that have been agreed upon between the City and the Union under the reclassification process shall go into effect, provided that no present employee within the bargaining unit will be adversely affected by the failure to possess any newly established job qualification, and/or the ability to perform any newly established job qualifications, and/or the ability to perform

any newly established job duties, within the position to which such employee is assigned on the implementation date of the reclassification process. Except as indicated below with respect to working foremen in the highway/utilities divisions, employees applying in the future for positions other than the positions to which they are assigned on the implementation date of the reclassification plan will be assessed on the basis of the qualifications set forth in the job descriptions covering such positions.

46.02. With respect to the working foremen positions in the highway/utilities divisions that are being reclassified to Grade 9, the parties shall by agreement consolidate the existing job descriptions into job descriptions covering the job titles identified in Attachment C. Such Grade 9 working foremen job descriptions within the highway/utilities divisions will have a generic component that applies to all such positions and an essential functions component specific to each of the positions in Attachment C.

Upon the implementation date of the reclassification process, incumbent working foremen within titles that are being reclassified to Grade 9 shall be assigned to the appropriate title in Attachment C, and shall enjoy the grandfathering protections in that title provided by Section 46.01 of this Article.

46.03. In the future, employees within the bargaining unit who apply to fill a vacancy in a Grade 9 working foreman title and are qualified to perform one or more of the major essential functions in the job description covering any such vacancy, shall not be prejudiced in applying for such vacancy for failure to possess qualifications, experience or training in the other functional areas contained in the job description covering such vacancy. The City shall offer training programs in functional areas outside of the major essential function(s) possessed by employees appointed to Grade 9 working foremen vacancies under this paragraph, and such employees agree to undergo such training as needed by them to become competent in other functional areas covered within their job title. The City may offer such training on either regular working time or overtime and

employees shall be compensated for such training at their regular straight time or overtime rate as applicable.

46.04 A subcommittee of six members, with three appointed by each party, shall continue upon the request of either party to discuss unresolved or unanticipated reclassification issues, including but not limited to job descriptions and grade placement. Any agreements reached by the subcommittee will be reduced to writing and presented to the parties for approval.

## ARTICLE XLVII
## DURATION

48.01 This AGREEMENT shall be made effective as of July 1, 2009 for the period ending June 30, 2011 and remain in effect from year to year thereafter unless either party hereto desiring to terminate or amend any provisions of this contract, sends written notice of the same to the other no later than six (6) months prior to the termination date hereof or any succeeding anniversary date.

For the City of Newton

Setti D. Warren, Mayor

Dated 8/30/2012

For the NMEA

Daniel Johansen, President

Dated: 6/21/12

Approved as to form:

By: Donnalyn Kahn

Donnalyn Kahn, City Solicitor

**Attachment A**

**Health Insurance**

Health insurance changes: Effective January 1, 2006

| | | | |
|---|---|---|---|
| *Retail* | | | |
| 30 days | $5 | $20 | $30 |
| 60 days | $10 | $40 | $60 |
| 90 days | $15 | $60 | $90 |
| | | | |
| *Mail Order* | | | |
| 90 days | $10 | $40 | $60 Tufts/$90 HPHC |

- Emergency Room visits – increase co-payments for emergency room visits to $50. Harvard is currently a $30 co-pay and Tufts is currently a $25 co-pay.

- Physician Visits – increase co-payment for physician office visits from $10 per visit to $15 per visit.

- Front End Deductible for Unauthorized Services – POS unauthorized Services Deductible from $100 to $250 with an annual Unauthorized Services Out-of-Pocket maximum from $1000 per individual to $2,500 per family.

- Inpatient Admission Deductible - $150 Deductible for any inpatient admission with an out of pocket annual maximum of $300*.

- Contribution Rate – 80% / 20%

**Attachment B**
**Classification by Title**

| |
|---|
| GRADE: R-1 |
| Asst. Traffic Maintenance Person |
| GRADE: R-2 |
| Laborer |
| Park Maintenance Person |
| MEO |
| Traffic Maintenance Person |
| GRADE: R-3 |
| Gas Light Maintenance Person |
| Water Meter Reader |
| MEO Mason/Curbsetter |
| GRADE: R-4 |
| Water Maintenance Craftsman |
| Park Maintenance Craftsman |
| Handyman |
| Parking Meter Repairman |
| HMEO |
| GRADE: R-5 |
| Metal Body Worker/Welder I |
| Water & Sewer Maintenance Craftsman |
| Carpenter (Recreation) |
| Mason (Utilities) |
| HMEO/Mason/Curbsetter (Hwy) |
| GRADE: R-6 |
| Water Meter Installer/Repairman |
| SHMEO |
| Backflow Prevention Technician |
| Bookkeeper |
| Motor Equipment Repairman (ASE 0-3) |

**Attachment B**
**Classification by Title**

| GRADE: R-7 |
|---|
| Metal Body Worker / Welder II |
| Storekeeper |
| Highway/Traffic Clerk |
| SHMEO CDL CLASS A |
| Time & Construction Clerk |
| Motor Equipment Repairman (ASE 4-7) |
| **GRADE: R-8** |
| WF / Laborer (Hwy & Recreation) |
| Mason (Buildings) |
| Motor Equipment Repairman (ASE 8+) |
| Resource Recovery Attendant |
| Painter (Buildings) |
| Equipment Repairman (Recreation) |
| Yard Maintenance Person |
| **GRADE: R-9** |
| Irrigation Specialist (Recreation) |
| Lead Parking Meter Collector/Repairman |
| Lead Sign Painter |
| Electrician (Buildings) |
| Oil Burner Repairman |
| Plumber |
| Steamfitter |
| Carpenter (Buildings) |
| WF / Highway Construction Craftsman |
| WF / Public Way Maintenance |
| WF / Traffic |
| WF / Water-Sewer Maintenance Craftsman |
| WF / Park Maintenance Craftsman-Carpenter |
| WF / Park Maintenance Craftsman – Fence/Markers |
| WF / Motor Equipment Repairman |
| WF / Metal Bodyworker / Welder |
| WF / Video Pipeline Inspector (CCTV) |

| |
|---|
| **Lead Motor Equipment Repairman – Elliott St. Garage – Police Garage |
| Elevated one grade higher than if working at Crafts Street Garage |

**Attachment C**

WF / Highway Construction Craftsman

WF / Public Way Maintenance

WF / Traffic

WF / Water-Sewer Maintenance Craftsman

WF / Motor Equipment Repairman

WF / Metal Bodyworker/Welder

WF / Video Pipeline Inspector (CCTV)

**Exhibit A**[1]

GARAGE OPERATIONS
MOTOR EQUIPMENT DIVISION STAFFING

Foreman Mechanic - 1st Class - ME-20

Candidates for promotion to the position of Working Foreman Mechanic, must first attain the Mechanic First Class rating. The position of Working Foreman Mechanic will be graded ME-20. Working Foremen will be paid pursuant to Schedule A.

Motor Equipment Repairman - 1st Class - ME-18

Motor Equipment Repairman - 1st Class (Mechanic 1st Class) with an ME-I8 rating will be paid pursuant to Schedule A. The number of 1st Class Mechanic positions in the Equipment Division will not be limited, except by the number of Mechanic positions approved in the budget. A candidate for the position of Mechanic - 1st Class (either Mechanic - 2nd Class in the Department or an experienced mechanic from outside the Department) must satisfactorily demonstrate to the Superintendent of Equipment, through a formal evaluation process, that he/she possesses the necessary diagnostic and repair knowledge and skills. The formal evaluation process will include, but not be limited to, successful passage of a series of written exams given by the National Institute for Automotive Excellence (or equivalent exams). The written tests for 1st Class mechanics will include the technical material covered in the following NIASE Tests A1, A3, A4, A6, A8, T1, T2, T3, T4, T5, T6. A copy of NIASE Test content outline is attached to this Agreement. ME Repairman -1st Class must be able to obtain a Hoisting License within 6 months of appointment.

Motor Equipment Repairman - 2nd Class
(Mechanic 2nd Class) ME-16

The entry level position of Motor Equipment Repairman - 2nd Class (Mechanic 2nd Class) is ME-16. This rate will have three steps: entry, mid and maximum. A candidate for the position of Mechanic 2nd Class must successfully complete a "hands-on" automotive test and written tests on engine repair, brakes and electrical systems either given by or equivalent to tests given by the National Institute for Automotive Services Excellence. An appointee to the ME-16 position

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[1] The references to the Union; to job titles; and to grade designations in this Exhibit have been amended through collective bargaining on and after July 1, 2003. The Union is now the Newton Municipal Employees Association. The correct title and grade designations may be determined by reference to Attachment C.

will start at the entry rate and remain at that rate during his/her probationary period.

(Not withstanding Section 34 of M.G.L. Chapters 31 and 31A: probationary period.)

At the six month anniversary, if the appointee has successfully performed the duties and responsibilities of the position during the probationary period, and has received a positive evaluation from the Superintendent of the Garage, he/she shall receive a rate increase of $.25/hour. Between the period of six months and a day, but no later than one year and a day in the position, the appointee, upon receiving a positive evaluation from the Superintendent of the Garage, shall receive a second increase of $.25/hour. ME Repairman - 2nd Class must be able to obtain a Class B Motor Vehicle Operators License within 6 months of appointment.

ME16 – Entry Level
ME16 – After 6 months and 1 day
ME16 – After 1 year and 1 day

Motor Equipment Repairman Apprentice ME-14
(Title to be Determined)

A new position of Motor Equipment Repairman Apprentice (exact title to be determined) is established at a ME-14 rating with 3 steps: entry, mid, maximum in accordance with Schedule A. A candidate for the position of Motor Equipment Repairman Apprentice should possess one or more years of training in automotive repair either in a high school or post high school training program, plus demonstrate basic skills and knowledge of automotive repair via a written general test.

Motor Equipment Maintenance Man - ME-13

This position within the Local 544 is a Motor Equipment Maintenance Man - ME-13 rating. All incumbents with a permanent rating in this position will be grandfathered at the W7 rate and grade.

Garage Attendant - ME-11

This position in the Equipment Division will be rated at a ME-11.

Mechanic Apprentice - Work/Study Program

In collaboration with the Newton School Department, the Department of Public Works will offer automotive work/study placement opportunities for one or more vocational school students. The Automotive Apprentice Program in the

Public Works Department will run from May/June of one academic year to June of the following academic year. In accord with the Newton School systems' Work Study Program, students will be paid at 1/2 of the rate of the position to which they are serving as apprentice (e.g. 1/2 maximum rate of Mechanic - 2nd Class). This rate will apply for the entire 12 month period of the apprenticeship.

Lead Metal Body Worker - 1st Class - ME-19

The position of Lead Metal Body Worker - 1st Class has been established at a grade ME-19. In order to qualify for this grade and pay rate, the incumbent must successfully pass the following exams offered by National Institute for Automotive Service Excellence (or equivalent) NIASE Test B1 Body Repair, and Test B2 Painting and Refinishing.

Assistant Metal Body Worker - ME-15

The position of Metal Body Worker will be graded at a ME-15 rating with three steps.

Certified Metal Body Worker - ME-16

A grade for a Certified Metal Body Worker is established which will enable the assistant in the shop to progress, provided he passes tests B1 and B2 as offered by the National Institute for Automotive Service Excellence. In addition to passing these tests, a candidate for the Certified Metal Body Worker pay grade must possess his own tools sufficient to carry out his trade.

Lead Welder- ME-19

The position of Lead Welder is graded at a M-19 rating, with three steps. Candidates for this position must possess the appropriate state certification.

Certified Welder - ME-16

The position of Certified Welder is graded at a ME-16 rating, with three steps. As in the case of the Lead Welder, the persons in this position must possess the appropriate state certification.

Automotive Orientation/Evaluation Program Local 544 Members

An automotive orientation/evaluation program has been established in the Public Works Maintenance Garage. One or more Public Works employees may be given the opportunity to receive experience in the areas of Motor Equipment Maintenance and Repair, Metal Body Work or Welding, contingent upon their experience. This orientation/evaluation program for any one individual may be for different lengths of time, but in no event shall it exceed six months. During the orientation/evaluation program, the employee will receive his or her

permanent rate of pay, but in no event will it be more than the rate of pay of the position in which he is receiving orientation/evaluation. At the conclusion of the orientation/evaluation program, the employee will return to his/her previous job. The choice of candidates and ongoing evaluation of the employee will be the responsibility of the Garage Superintendent. His decisions on these matters are non-grievable. Those employees who have successfully completed an orientation/evaluation program will be eligible to be considered for appropriate open positions within the maintenance garage, assuming that all other criteria are met.

## Appointments

All appointments within the Equipment Division are made by the Commissioner of Public Works, after due consideration of the recommendations of the Superintendent of Equipment.

## Recruiting – Selection

Selection/appointment to the position of Mechanic, Welder or Lead Metal Body Worker can be made from any of the following sources:

A. Internal Promotion - following usual job posting procedure
B. The appropriate State Civil Service Labor List
C. General recruiting via newspaper ads, etc.

## Testing and Evaluation

All testing and performance evaluation at the Garage will be under the administration of the Garage Superintendent. The testing and evaluation will include, but not be limited to, exams given by the National Institute for Automotive Excellence (NIASE). Results of both written and "hands-on" testing will be determined by the Garage Superintendent.

## Work Assignments

Garage personnel will be responsible for all relevant work assignments.

## Exhibit B2[2]

SNOW EMERGENCIES

1. All Local 544 members in the D.P.W. who are qualified to operate snow plowing equipment will be called first; qualified Local 544 members from other departments, who have requested that their names be included on the back-up snow plow roster, will subsequently be called to operate snow fighting equipment.

2. During winter emergencies, after all provisions of the contract have been implemented and there is still a need for drivers, City of Newton retirees and other qualified City employees, who have been approved by the City, shall be permitted to be used for snow and ice control. If the City and the Union cannot find a sufficient number of individuals to work on snow and ice control as back-up drivers, then the City and the Union agree to discuss the issue further.

3. The D.P.W. will establish a list of City employees who will serve as supervisors (chasers) for snow plowing operations only.

4. A list of D.P.W. working foremen who prefer to operate snow plowing equipment, rather than supervise (chase), will be established by November 1st annually. The working foremen will be utilized on a voluntary basis from the overtime list for plowing after those D.P.W. employees whose job descriptions include operation of motor vehicle equipment.

5. D.P.W. working foremen will continue to serve as supervisors (chasers) for sanding and plowing operations. A procedure will be utilized during snow emergencies to augment the number of "chasers" (Working Foremen) when the number of Working Foremen available is insufficient. The Department Head will first follow the collective bargaining contract procedures for requiring Working Foremen to work overtime as "chasers". If additional "chasers" are needed, the Department Head will select qualified employees from Local 544 who are in the same pay classification as the Working Foremen (W-10, W-11). If there is still a need for additional "chasers", the Department Head will then select any qualified individual within the City's work force.

6. Garage personnel shall continue to be scheduled to perform garage work during snow emergencies. Garage personnel who are not scheduled to work in the garage may be utilized for plowing and sanding, provided that such plowing or sanding activities do not adversely affect their primary responsibilities

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[2] Paragraph 6 of this Exhibit B has been replaced by Article XLI, Section 41.03 of the collective bargaining agreement. Local 544 has been replaced by the Newton Municipal Employees Association.

as garage personnel. Any garage employee who is engaged in plowing may be required to return to work in the garage if needed.

7. Local 544, in coordination with the D.P.W., will prepare the revised labor force overtime rotation rosters. The D.P.W. will provide the President of Local 544 with the list of supervisors (chasers).

Appendix A

## Newton Municipal Employees Association

## EFFECTIVE July 1, 2009 to June 30, 2011

| Grade | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 |
|---|---|---|---|---|---|---|---|
| **R-01** | | | | | | | |
| Hourly | $ 16.35 | $ 16.92 | $ 17.51 | $ 18.12 | $ 18.75 | $ 19.40 | $ 20.17 |
| Weekly | $ 654.00 | $ 676.80 | $ 700.40 | $ 724.80 | $ 750.00 | $ 776.00 | $ 806.80 |
| Annual | $ 34,008.00 | $ 35,193.60 | $ 36,420.80 | $ 37,689.60 | $ 39,000.00 | $ 40,352.00 | $ 41,953.60 |
| **R-02** | | | | | | | |
| Hourly | $ 16.84 | $ 17.42 | $ 18.03 | $ 18.66 | $ 19.30 | $ 19.98 | $ 20.77 |
| Weekly | $ 673.60 | $ 696.80 | $ 721.20 | $ 746.40 | $ 772.00 | $ 799.20 | $ 830.80 |
| Annual | $ 35,027.20 | $ 36,233.60 | $ 37,502.40 | $ 38,812.80 | $ 40,144.00 | $ 41,558.40 | $ 43,201.60 |
| **R-03** | | | | | | | |
| Hourly | $ 17.34 | $ 17.95 | $ 18.57 | $ 19.22 | $ 19.88 | $ 20.58 | $ 21.39 |
| Weekly | $ 693.60 | $ 718.00 | $ 742.80 | $ 768.80 | $ 795.20 | $ 823.20 | $ 855.60 |
| Annual | $ 36,067.20 | $ 37,336.00 | $ 38,625.60 | $ 39,977.60 | $ 41,350.40 | $ 42,806.40 | $ 44,491.20 |
| **R-04** | | | | | | | |
| Hourly | $ 17.86 | $ 18.48 | $ 19.12 | $ 19.79 | $ 20.47 | $ 21.19 | $ 22.03 |
| Weekly | $ 714.40 | $ 739.20 | $ 764.80 | $ 791.60 | $ 818.80 | $ 847.60 | $ 881.20 |
| Annual | $ 37,148.80 | $ 38,438.40 | $ 39,769.60 | $ 41,163.20 | $ 42,577.60 | $ 44,075.20 | $ 45,822.40 |
| **R-05** | | | | | | | |
| Hourly | $ 18.39 | $ 19.03 | $ 19.70 | $ 20.38 | $ 21.09 | $ 21.82 | $ 22.69 |
| Weekly | $ 735.60 | $ 761.20 | $ 788.00 | $ 815.20 | $ 843.60 | $ 872.80 | $ 907.60 |
| Annual | $ 38,251.20 | $ 39,582.40 | $ 40,976.00 | $ 42,390.40 | $ 43,867.20 | $ 45,385.60 | $ 47,195.20 |
| **R-06** | | | | | | | |
| Hourly | $ 18.94 | $ 19.60 | $ 20.28 | $ 20.99 | $ 21.72 | $ 22.47 | $ 23.37 |
| Weekly | $ 757.60 | $ 784.00 | $ 811.20 | $ 839.60 | $ 868.80 | $ 898.80 | $ 934.80 |
| Annual | $ 39,395.20 | $ 40,768.00 | $ 42,182.40 | $ 43,659.20 | $ 45,177.60 | $ 46,737.60 | $ 48,609.60 |
| **R-07** | | | | | | | |
| Hourly | $ 19.51 | $ 20.19 | $ 20.89 | $ 21.62 | $ 22.37 | $ 23.15 | $ 24.07 |
| Weekly | $ 780.40 | $ 807.60 | $ 835.60 | $ 864.80 | $ 894.80 | $ 926.00 | $ 962.80 |
| Annual | $ 40,580.80 | $ 41,995.20 | $ 43,451.20 | $ 44,969.60 | $ 46,529.60 | $ 48,152.00 | $ 50,065.60 |
| **R-08** | | | | | | | |
| Hourly | $ 20.09 | $ 20.78 | $ 21.51 | $ 22.26 | $ 23.03 | $ 23.83 | $ 24.78 |
| Weekly | $ 803.60 | $ 831.20 | $ 860.40 | $ 890.40 | $ 921.20 | $ 953.20 | $ 991.20 |
| Annual | $ 41,787.20 | $ 43,222.40 | $ 44,740.80 | $ 46,300.80 | $ 47,902.40 | $ 49,566.40 | $ 51,542.40 |
| **R-09** | | | | | | | |
| Hourly | $ 20.68 | $ 21.40 | $ 22.15 | $ 22.92 | $ 23.72 | $ 24.54 | $ 25.52 |
| Weekly | $ 827.20 | $ 856.00 | $ 886.00 | $ 916.80 | $ 948.80 | $ 981.60 | $ 1,020.80 |
| Annual | $ 43,014.40 | $ 44,512.00 | $ 46,072.00 | $ 47,673.60 | $ 49,337.60 | $ 51,043.20 | $ 53,081.60 |