MEMORANDUM OF AGREEMENT
BY AND BETWEEN THE
CITY OF NEWTON
AND
MASSACHUSETTS NURSES ASSOCIATION

December 11, 2024

WHEREAS, the City of Newton (the "City") and the Massachusetts Nurses Association (the "Union"), have bargained collectively for a successor collective bargaining agreement (the "new Agreement") for the period July 1, 2024 (FY25) through June 30, 2027 (FY27);

WHEREAS, the City and the Union have reached an agreement;

NOW THEREFORE, in consideration of the mutual promises herein, the City and the Union agree that the following changes, unless where specifically noted otherwise, will take effect on July 1, 2024 and will be incorporated into the new Agreement, subject to the required ratifications:

I. ARTICLE XXXIV (DURATION)

Replace with effective dates: **July 1, 2024 to June 30, 2027**.

II. ARTICLE XXIV (WAGES)

a. Effective upon ratification, eliminate the BA Non-Certification salary scale and move all Nurses currently on this salary scale to the step on the Bachelor's Degree and DESE Licensure salary scale that equates to at least a 6% increase in pay. The parties agree that all Nurses to which this provision applies must obtain DESE licensure within one year from the date of ratification.

b. *Amend* Article 24.01 by replacing it in its entirety with the following:

"24.01 July 1, 2024 to June 30, 2027 (FY25 through FY27)

a) The FY24 salary scale (Appendix A) shall be amended as follows:

i) FY 25: September 1, 2024 – cost of living adjustment of 3% shall be applied to all steps on all lanes on the salary scale grid.

ii) FY 26: September 1, 2025 – cost of living adjustment of 3% shall be applied to all steps on all lanes on the salary scale grid.

iii) FY 27: September 1, 2026 – cost of living adjustment of 3% shall be applied to all steps on all lanes on the salary scale grid.

b) Any Nurse that is on Step 14.5 of the Bachelor's Degree and DESE Licensure or Master's Degree and/or National Certification will move to Step 15 after having spent one (1) year on Step 14.5.

c) Step advancement on the salary scale shall be as follows:

i) Nurses shall move from step to step on their anniversary date in each succeeding year until they reach the top step.

d) Step placement on the salary scale at the time of hire shall be as follows:

i) The CITY shall have the discretion to hire any Nurse who holds a DESE professional support personnel license as a school nurse, at the time of hire, at any step on the salary scale which equates to their level of higher education. When determining the step placement, the CITY will consider the criteria below:

(1) Years of nursing experience;

(2) Relevance of nursing experience to school nursing; and

(3) Specialized clinical experience that meets a specific need of the department.

ii) The CITY may hire any Nurse who does not hold a DESE professional support personnel license as a school nurse, at the time of hire, on steps 1 through 5 of the Bachelor's Degree and DESE Licensure salary scale, with the exception that the CITY may hire above step 5, using the criteria below, upon consultation with the MNA:

(1) Years of nursing experience;

(2) Relevance of nursing experience to school nursing; and

(3) Specialized clinical experience that meets a specific need of the department.

iii) Any Nurse who does not hold a DESE professional support personnel license as a school nurse, at the time of hire, is required to obtain such certification within one (1) year of the date of hire. Failure to obtain the DESE professional support personnel license as a school nurse within the time period prescribed in this Article will result in termination from employment and such action by the CITY shall not be subject to the grievance process set forth herein."

III. OPERATIONAL ITEMS

Unless indicated otherwise the following changes will be effective July 1, 2024:

A) ARTICLE I (RECOGNITION)

Amend section 1.01 by removing the stricken language and adding the bolded and underlined language:

"1.01 The ~~EMPLOYER~~ **CITY** hereby recognizes the MNA as the sole and exclusive bargaining representative with respect to salaries, hours and other conditions of employment for all registered nurses employed as ~~public health and~~ school nurses by the ~~Employer~~ **CITY** in the Department of Health **and Human Services** excluding the **Commissioner of Health and Human Services,** Director of **School Health Services, Assistant Director of School Health Services** ~~Clinical Services~~, Supervisory Nurses, Nurse Consultants and all other employees."

B) ARTICLE III (GRIEVANCE AND ARBITRATION PROCEDURE)

Amend Article III by removing the stricken language and inserting the bolded and underlined language:

"3.01 A grievance shall be defined as a dispute between the parties of this AGREEMENT involving an alleged violation of a specific provision of this AGREEMENT. Any such grievance shall be settled in the following manner:

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 five (5) working days after the circumstances giving rise to when the grievance first occurred, or when the grievant should have been aware of its occurrence, or it shall be deemed waived. Any grievance shall also be deemed to have been waived or settled if the action required by the ~~ASSOCIATION~~ **MNA** or the employee to present it to the next level of the procedure shall not have been taken within the time specified therefore.

If a grievance is once waived or settled at any of the following steps, it shall be considered closed and it shall not thereafter be subject to the grievance procedure or to arbitration. The City may assert the ~~ASSOCIATION'S~~ **MNA's** failure to comply with the grievance or arbitration procedures at any stage of the procedure.

For purposes of this Article any Employee or ~~ASSOCIATION~~ **MNA** submission shall become effective upon mailing or delivery and the prescribed time periods for filing shall not begin until the grievant or ~~ASSOCIATION~~ **MNA** actually receives the City's response.

STEP l. The MNA representative, with or without the aggrieved employee, shall take up the grievance or dispute in writing with **the Director of School Health Services and/or their designee** ~~employee's immediate department head~~ within five (5) working days of the date of the grievance or the employee's knowledge of its occurrence. The **Director and/or designee** ~~Department Head~~ shall attempt to adjust the matter and shall respond to the MNA within ~~three (3)~~ **five (5)** working days from receipt thereof.

STEP 2. If the grievance still remains unadjusted, the MNA shall present it to the **Commissioner of Health and Human Services and/or** ~~Mayor or his~~ **their** designee, in writing, within five (5) working days after the response of the **Director** ~~department head~~ is due from Step 1, or is received by the employee or ~~his~~ **their** representative, whichever occurs first. The **Commissioner** ~~Mayor~~ **and/**or ~~his~~ **their** designee shall respond in writing to the MNA within ten (10) working days from the receipt thereof.

STEP 3. If the grievance still remains unadjusted, the MNA shall present it to the Mayor or their designee, in writing, within five (5) working days after the response of the Commissioner is due or is received by the employee or their representative, whichever occurs first. The Mayor and/or their designee shall respond in writing to the MNA within twenty (20) working days from the receipt thereof.

STEP ~~3~~ **4**. If the grievance is still unsettled either party may, within ~~twenty-five (25)~~ **thirty-five (35)** days from the date of receipt of the grievance by the Mayor **and/**or ~~his~~ **their** designee or within ~~fifteen (15) days~~ **twenty five (25) days** from the date the MNA has received the Mayor's or ~~his~~ **their** designee response~~, whichever is sooner~~, by written notice to the other, request arbitration. Failure by the MNA to request arbitration in writing within the prescribed time shall constitute a waiver of the grievance.

3.02 The arbitration proceeding shall be conducted by an arbitrator to be selected by the ~~EMPLOYER~~ **CITY** and the MNA within seven (7) days after notice has been given. If the parties fail to select an arbitrator, either party may submit the grievance to the American Arbitration Association or **the Labor Relations Connection** for determination in accordance with their rules and regulations.

3.03 The arbitrator shall have jurisdiction over disputes arising out of grievances as defined in this Article. The function of the arbitrator is to determine whether or not there has been a violation of a provision of this AGREEMENT not excluded from arbitration.

The arbitrator shall be without power and authority to do the following:

A. To add to, alter, subtract from, or amend the terms of the written Agreement.
B. To modify, alter, or negate decisions of the City which are made pursuant to its rights or authority under the law and/or its management rights that are not accepted by this AGREEMENT.
C. To make an award which violates any of the City's policies except as they may be governed by this AGREEMENT.
D. To make an award which may cause or require the City to violate State, Federal or common law, or any rules, regulations, or decisions issued under the authority of the Commonwealth of Massachusetts or of the United States government, all of which are hereby incorporated by reference.
E. To rule on an issue which is reserved by law for the City to decide, or which has been expressly excluded from the grievance and arbitration provisions of this AGREEMENT.
F. To rule on a violation which occurred prior to the effective date of this AGREEMENT, and/or to award any relief for any period of time prior to the date of the submission of the grievance.
G. The arbitrator may not substitute ~~his~~ **their** judgment for that of the City or its agents when they exercise their judgment pursuant to their reserved rights or to their authority under the law.
H. The decision of the arbitrator, if within the scope of ~~his~~ **their** jurisdiction shall be final and binding upon the parties hereto and the arbitrator shall be requested to issue ~~his~~ **their** decision within thirty (30) days after the conclusion of testimony and argument and the submission of briefs.
I. Compensation for the services of the arbitrator will be borne equally by the City and the ASSOCIATION **MNA, except for as outlined in section 3.05, and that** ~~but~~ each party shall bear its own expenses for the presentation of its own case.

3.04 Grievances involving disciplinary action shall be processed beginning at the first step, except that any disciplinary action which is governed by the laws of Massachusetts and for which remedial procedures are provided shall not be a subject matter which may be grieved or submitted to arbitration and is specifically excluded from the procedures here-in-above set forth.

3.05 The cost of the arbitrator's services shall be borne equally by both parties **with the exception of the initial filing fee which shall be paid exclusively by the MNA**."

C) ARTICLE V (SPECIAL LEAVE)

Amend Article V by removing the stricken language and inserting the bolded and underlined language:

"5.01 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 **their** ~~her/his~~ family, certain religious observances, or personal business in accordance with this Article.

5.02 All employees who work 181 days/year shall accumulate special leave at the rate of 12.5 days per year.

5.03 All first year school nurses will accrue 4 days on September 1 or the first day of the school year, an additional 4 days on December 1st and an additional 4.5 days on March 1st. Any nurse starting after the first day of school will have their special leave prorated to the number of months left in the school year. ~~This clause only applies to school nurses.~~

5.04 An employee shall be entitled to use special leave to the full extent of ~~her/his~~ **their** accumulation during absence from work because of sickness or injury of the employee in accordance with this Article.

5.05 When an employee of the City is absent from ~~her/his~~ **their** duties on account of disability because of sickness or injury, ~~she/he~~ **they** shall promptly notify ~~her/his~~ **their** department head or such other person as ~~her/his~~ **the** 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 Human Resources Department of Accounts of such absence~~ **to promptly report such absence in accordance with CITY policy.** An employee who is absent for more than five (5) consecutive work days may be required during the continuation of the absence to provide periodic medical status reports. When an employee is absent due to illness or injury in excess of three (3) consecutive days, ~~she/he~~ **they** must present a medical certificate from ~~her/his~~ **their** physician indicating the employee's clearance to return to work or obtain authorization from the City Human Resources Department to return to work. During such absence no salary or wage shall accrue to such employee except during such periods 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 **on-the-job** 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 a result of reckless, improper, or vicious conduct or illegal or immoral practices.

5.06 Family Illness Every employee shall be entitled to use special leave to the extent of five (5) 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 shall inform the Department Head at which address and telephone number she/he will be located because of her/his required absence from work.~~

"Required absence" is defined as the necessity of the personal attendance of the employee for the personal care of the seriously ill member of the family because of the unavailability of any other adult family member or other source of care.

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 medical care.

5.07a. The City will record employee absences from work due to their attendance of an ill member of the family. Said absence(s) as well as any other reason for absence ~~shall~~ **may** be included in making determinations of whether or not there is excessive absenteeism of the employee.

5.07b. No salary or wage shall accrue to any employee under paragraph 5.06 of this Article unless the City Physician shall find that the absence of such employee from work is justified by reason of sickness or injury.

5.07c. The federal Family Medical Leave Act (FMLA) provides unpaid leaves of absence to care for members of the employee's family. The provisions in this section are not in addition to the leave provided in that Act. The number of paid days permitted in this section are to be counted as a part of those days of leave permitted in the Family Medical Leave Act.

5.08 Personal Leave: In any calendar year, an employee may be granted up to two (2) days of non-cumulative paid leave from their special leave bank to conduct personal business under the following conditions:

It is recognized that the absence of the employee from work interrupts and diminishes the scheduled work of the City and must therefore be kept to a minimum. It is understood that employees will make every effort to attend to their personal business on "non-working" days or during non-working hours and that requests for personal leave will be submitted only when every effort has been made to schedule personal business so as not to interfere with the working commitment. It is further understood that approval of any requests for personal business leave will be at the discretion of the Department Head **and/or designee**. Such leave will be for the purpose of conducting personal and/or legal business which requires the absence of the employee during work hours and which cannot otherwise be scheduled. Application for personal leave (except in cases of emergency) will be made at least forty-eight (48) hours before taking such leave or such earlier time period as the Department Head **and/or designee** may require and shall be subject to the approval of the Department Head **and/or designee** in advance of such absence. Employees who fail to request approval in advance shall forfeit full pay for each day of unauthorized absence. If, because of lack of time in an emergency situation, permission is sought and granted orally, such permission must be confirmed in writing using the standard procedure. Under no circumstances may a day be taken for the purpose of creating an extension of a vacation, weekend or holiday. If the Department Head **and/or designee** believes the purpose of the leave not to be of a nature requiring the absence of the employee, ~~he~~ **they** may refuse to

grant such leave. Said determination shall not be subject to the grievance and arbitration provisions of the Agreement.

~~The following shall be considered legitimate reason for use of personal leave:~~

~~1. Court obligations~~
~~2. Real estate closings~~
~~3. Adoptions~~
~~4. Summons by a government agency to a hearing~~
~~5. Appointments with doctors or dentists, etc.~~
~~6. Other business obligations of a similar nature.~~

Unused portions of special leave shall be cumulative and such unused special leave except as provided in ARTICLE ~~XII~~ **12,** (Retirement and Death Benefit) hereinafter, 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 ~~her/him~~ **them** shall, if re-employed within twelve months, have available any unused special leave accumulation existing at the time of ~~her/his~~ **their** separation.

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

5.10 Partial Work Day 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 ~~her/his~~ **their** special leave the number of hours not worked that day.

5.11 Bereavement Leave An employee shall be entitled to up to five (5) days of paid leave, not to be deducted from special leave, for each absence from scheduled work due to the death of a parent, step-parent, spouse, child, step-child, brother or sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparent, grandchild, brother-in-law, ~~or~~ sister-in-law, **or significant other (one who stands in place of a spouse and resides with the employee)**. Every such absence shall be approved and certified to by the Commissioner or ~~his/her~~ **their** designee.

5.12 City Ordinances The Employer will continue its present practices which are authorized under the Ordinances of the City of Newton or through its personnel policies with regard to jury duty pay, leaves of absence, pensions and paid leaves, except as they may be improved by ordinances of the Newton City Council."

D) ARTICLE XIII (GENERAL PROVISIONS)

Amend Article XIII, by removing the stricken language and inserting the bolded and underlined language as provided below:

"13.03 ~~Every new nurse shall serve an initial probation period of one (1) complete school year. During their probationary period a nurse may be terminated as the sole discretion of the City with or without cause. Such decision by the CITY shall not be subject to the grievance~~

~~process set forth herein.~~ **It is specifically agreed that this Article shall not be applicable to the non-renewal or dismissal of nurses who have not accrued professional teacher status as provided for in M.G.L. c. 71.**"

E) **ARTICLE XV (HOLIDAYS)**

Effective July 1, 2025, *Amend* section 15.01(a) by removing the stricken language and inserting the bolded and underlined language:

"15.01(a) A half holiday **shall be provided to all Nurses in the following manner.**

1. **The half-holiday shall continue to be observed on the day before the Thanksgiving Day holiday when the Newton School Committee has determined that the Newton Public Schools shall be closed for a half day on the day before the Thanksgiving Day holiday.**

2. **Under the circumstance where the Newton School Committee were to determine that the Newton Public Schools would be closed for the entirety of the day before the Thanksgiving Day holiday, Nurses will be granted the half-holiday and not required to work the other half of the day.**

3. **Under the circumstance where the Newton School Committee were to determine that the Newton Public Schools were to remain open for the entire school day on the day before the Thanksgiving Day holiday, Nurses would be required to work the full day and the half-holiday shall be granted for use at an alternative time during the applicable school year, provided that the scheduling of such half-holiday should be requested in advance to the Director of School Health Services who shall determine if the day in which the employee has requested such half-holiday can be accommodated. Where scheduling does not allow for the granting of such half holiday, the Director and the employee will work together to identify another day in which the half-holiday can be used.**

4. The floating Mayor's holiday is hereby incorporated into this agreement.

15.01(b) School Nurses are paid for working 181 school days. In addition, they will receive pay for ten (10) holidays which is included in their regular annual compensation."

F) **ARTICLE XVI: HOURS OF WORK AND OVERTIME**

Eliminate the past practice of earning compensatory leave for work performed in advance of the school year for all employees (this language shall not be included in the updated collective bargaining agreement).

Amend Article 16 by removing the stricken language and inserting the bolded and underlined language below.

"16.01 The regular work schedule shall be for five (5) consecutive days (Monday through Friday) thirty seven and a half (37.5) hours per week exclusive of daily lunch period.

16.02 **Employees of this bargaining unit are considered "professional employees" and exempt for the purposes of the Fair Labor Standards Act**. Employees who are authorized to work in excess of thirty-seven and one-half (37 1/2) hours per week shall be paid at straight time

hourly rates for all work performed up to 40 hours per week. **Worked performed in excess of thirty seven and one-half (37 l/2) hours should be reported in thirty (30) minute increments** ~~except that an employee must work at least one half hour of overtime on each occasion. Upon the completion of one half hour of work, overtime shall be paid from the start of said overtime work~~. All work performed in excess of 40 hours per week shall be paid at time and one-half (l l/2) their straight time hourly rates. **Hours worked in excess of thirty-seven and one-half (37 l/2) per week and hours worked pursuant to section 16.03(a) must be reported on a weekly basis.**

16.03 ~~At the option of the employee she/he may elect to take compensatory time off in lieu of compensation. Said compensatory time will be taken at such times as are approved by the department head.~~ **(a) In addition to the work year as outlined in section 22.01(a), Nurses may, with the approval of the Director of School Health Services and/or their designee, work up to an additional seven and one half (7.5) hours in preparation for the start of the school year and receive straight time pay for hours actually worked.**

16.03(b) As of the start of the school year through the end of the month of September, Nurses may, with the approval of the Director of School Health Services and/or their designee, work up to an additional seven and one half (7.5) hours and pay shall be in accordance with this Article.

16.04 Nurses may be required to work a schedule that differs from their typical hours. The need for flexible hours could arise from, for example, a student's educational plan that requires school nurse coverage outside of the traditional school day. In such situations the CITY will provide nurses the ability to "flex hours", coming in later to accommodate staying later or leaving early on another day. Every effort will be made by the CITY to provide at least three (3) days-notice when making a schedule change and to seek a nurse who voluntarily wants to make the schedule change before assigning it. Assignments of schedule changes shall be distributed by the CITY as fairly and equitably among nurses as is feasible."

G) ARTICLE XXII (WORK YEAR)

Amend section 22.01(a) by removing the stricken language and inserting the bolded and underlined language below:

"22.01(a) School nurses employed on a reduced work year will have the annual salary paid proportionately over the full work year. These employees will be eligible to receive full insurance coverage in accordance with the terms of this contract. The reduced work year is from the beginning **of the school year as determined by the Newton School Committee** ~~September~~ through the following June, starting **one working day before the** first day of school and ending on the last day of school, for a total of 181 days."

H) ARTICLE XXVIII (CRISIS TEAM)

Rename the title of ARTICLE XXVIII from CRISIS TEAM to CRISIS TEAM and DISTRICT NURSES; and *Amend* section 28 by removing the stricken language and inserting the bolded and underlined language below:

"28.0**1** Effective July 1, ~~2005~~ **2024**, nurses will receive an annual stipend of $500.00 as compensation for status as crisis team members**, such stipend shall not apply to nurses assigned as District Nurses**.

28.02 Effective July 1, 2024, District Nurses shall receive an annual stipend of $500.00 as compensation for expenses they may incur as a result of travel required by their position.

28.03 Nurses shall not be eligible for both stipends during the same school year."

I) HOUSEKEEPING

Article XXXII (DIRECT DEPOSIT)

Amend section 32 by inserting the bolded and underlined language below:

"32.0 Effective January 1, 2006, all employees in the bargaining unit must have payments deposited directly into a bank or credit union account of their choice **and receive paperless pay advices**."

Prepare integrated contract and make any housekeeping changes as necessary. The CITY has provided the start of a suggested list of "housekeeping" items which can be used as a starting point for this work.

This offer and Agreement shall be considered off-the-record until ratified by the Massachusetts Nurses Association and the City. The bargaining teams shall sponsor and support such ratification.

This Agreement has been duly executed by authorized representatives of the City of Newton and the Massachusetts Nurses Association.

IN WITNESS WEREOF, the Massachusetts Nurses Association and the City, by their authorized representatives, have set their hands to this.

Memorandum of Agreement this 11th day of December, 2024.

CITY OF NEWTON	MASSACHUSETTS NURSES ASSOCIATION
Susan Riley	