

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN THE
CITY OF NEWTON
AND
THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 863**

WHEREAS, the City of Newton (the “City”) and the International Association of Firefighters, Local 863 (the “IAFF”), have bargained collectively for a successor collective bargaining agreement (the “New Agreement”) for the period July 1, 2023 through June 30, 2024;

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

NOW THEREFORE, in consideration of the mutual promises herein, the City and the IAFF agree that the following changes, unless where specifically noted otherwise, will take effect on July 1, 2023 and will be incorporated into the New Agreement, subject to the required ratifications:

1. Duration (Article XXXVIII)

The New Agreement shall be effective for the one (1) year period from July 1, 2023 through June 30, 2024. Applicable date changes shall be made in the cover page, Article XXXVIII, and in other appropriate provisions of the Contract in order to reflect the terms of the New Agreement.

2. Salaries (Article XVI)

The Parties agree to increase the base salary wage scale contained in Appendix A by the following percent:

Effective July 1, 2023 – 3%

3. Holidays (Article XX)

Add a new Section 20.4 that provides as follows:

“20.04 Bargaining unit members who work on a holiday shall receive, in addition to all current benefits, an additional one-half hour (½) of pay at the straight time rate for every hour they are on duty, except for Thanksgiving, Christmas, New Year’s and July 4, for which qualifying bargaining unit members shall receive an additional one hour (1) of pay at the straight time rate for every hour on duty. For the purposes of this section, the term work shall not include City and non-City, private details.”

4. Longevity (Article XXXVII)

Amend Section 27.01 to reflect that the annual longevity payment shall be paid in accordance with the following schedule:

	Annual
5-9 years	\$800
10-14 years	\$1,300
15-19 years	\$1,800
20-24 years	\$2,800
25+ years	\$3,800

5. Paid Details (Article XXXIII)

Amend Section 33.05 to reflect that the hourly rate of pay will be \$70 for private duty details and \$65 for City of Newton duty details.

6. Night Differential (Appendix A)

Amend Section 3 by removing the stricken language and inserting the italicized language below:

“NIGHT DIFFERENTIAL: ~~Effective July 1, 2009, the~~ The night differential shall be ~~eight percent (8%)~~ *nine percent (9%)* per hour of the straight time hourly wage for all 6:00 p.m. to 8:00 a.m. hours the employee’s group is regularly scheduled to work, whether or not the employee works such tours, and for all paid leaves.”

7. EMT Stipend (Appendix A)

Amend Section 10 by providing that the annual EMT Stipend shall be increased by \$500.

8. Temporary Positions (Appendix A)

Amend the relevant portion of Appendix A, Section 11 by inserting the italicized language below:

“Notwithstanding the prior provisions of this Section, in the case of prolonged illness or injury absences of officers, after thirty (30) days of such absence, the City shall make a temporary appointment from a certified civil service promotional list to fill the position until the permanent officer returns to active duty *or a new civil service promotional list is established, in which case the new promotional list will be used to make a temporary appointment within 10 days of the establishment of the new list.* The opportunity for such out of grade compensation shall be allocated on the basis of ranking of employees on the promotional list involved. If no certified promotional list exists for a given rank, allocation among employees in the immediately lower rank of out of grade compensation opportunity to serve in the next higher rank shall be made pursuant to the Fire Chief’s discretion.

For purposes of implementation, this SECTION shall be implemented after January 1, 2020, upon the certification by the City for each newly-established individual civil service promotional list, i.e., Captain, Deputy, and Lieutenant, after said date. Any civil service temporary appointment, in effect at the time of the above implementation from a prior promotional list, shall remain in that position, until the permanent officer returns to active duty.

9. Heavy Duty Rescue Assignment

Notwithstanding the language contained in the Memorandums of Agreements dated November 10, 2016 and May 14, 2018 regarding the implementation of the Heavy Duty Rescue (HDR) Company, the Parties agree that the assignment of bargaining unit members to the HRD Company shall be made at the Fire Chief’s discretion consistent with assignment to all other apparatus.

10. Dispatch MOA

The Parties agreed to extend the Dispatch MOA dated February 8, 2022, that is set to expire on March 1, 2023 until September 5, 2023.

11. Housekeeping

Following ratification of this agreement, prepare updated integrated contract, which shall include clean-up/removal of any outdated language.

This offer and Agreement shall be considered off-the-record until ratified by the IAFF membership 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 International Association of Firefighters, Local 863.

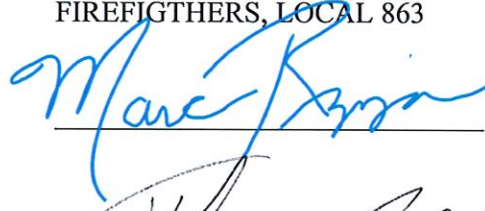
IN WITNESS WHEREOF, the IAFF and the City, by their authorized representatives, have set their hands to this

Memorandum of Agreement on this 16th day of February, 2023.

CITY OF NEWTON

INTERNATIONAL ASSOCIATION
FIREFIGHTERS, LOCAL 863

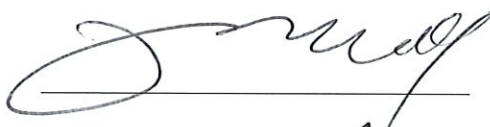
Ruthanne Fuller, Mayor

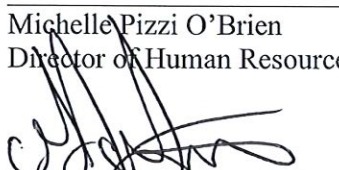


Maureen Lemieux, CFO



Michelle Pizzi O'Brien
Director of Human Resources



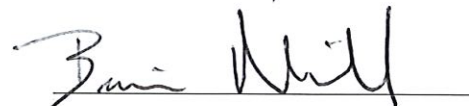


Gregory Gentile, Fire Chief





Michael Bianchi, Assistant Fire Chief




_____ 03 March 2023