

**CITY OF NEWTON
MEMORANDUM OF AGREEMENT**

**NEWTON FOREMEN, AFSCME LOCAL 2443
8/28/14**

Three year contract July 1, 2014 to June 30, 2017:

1. Effective thirty (30) days after ratification of this agreement, Article 17.06, #5 to read:
"5. All private funding- including Ch. 90 funding"
2. Overtime shall be paid by the City at time and one-half for all hours worked in excess of 40 during an employee's regular work week.
3. Promotions: Appendix C to the CBA shall be amended to add the following: "The minimum promotional increase in salary will be 4% to a maximum of 10%, to be set by the City, with placement on the Foremen Salary Schedule (Appendix B) at the next higher step in the event the increase falls between two steps on the schedule."
4. C-10 Positions: the City agrees to evaluate the job descriptions and actual duties of each C-10 position to determine whether an adjustment is warranted.
5. Assistant Traffic Engineer title will be changed to Traffic Superintendent, effective upon ratification of contract.
6. Hours of work are 7:00am to 3:00pm, unless otherwise required by the CBA.
7. When a heat day is called by the City, members of the union will be required by the City to work their regular hours.
8. Amend Section 27.01 as follows: "This AGREEMENT shall be effective as of July 1, 2014 for the period ending June 30, 2017..."
9. Payroll will be paid on a weekly (52 pay period) basis. Payroll vouchers shall be issued via email to each member of the union.
10. Add the following new section to CBA titled "GPS":

"All members of the union who are authorized to operate a City vehicle acknowledging that the vehicle they operate may be equipped with a GPS tracking device. The GPS tracking device will allow the City to monitor the vehicle for geographic location, speed, hours of operation and other related data relevant to the vehicle's utilization for the purpose of maintaining the orderly and efficient operations of the City. This information shall not be used for disciplinary purposes against members of the union, absent a violation of federal, state or local law. Tampering with

any GPS tracking equipment is expressly prohibited by this policy and may subject an employee to disciplinary action by the City"

11. License/Certificate Stipend: Amend to the CBA to include the following new section:

STIPEND FOR LICENSE/CERTIFICATE

An employee who obtains a license/certificate as part of a technical education course that has been pre-approved by the City, shall be paid an annual stipend of \$250 upon proof to the City of each such licensure/certification, provided that the license/certificate is required by the City and the Commonwealth of Massachusetts for the performance of the employee's job. If the license/certificate must be renewed, the stipend will only be paid for the year or years the license is in effect. The stipend does not apply to a Commercial Drivers License (CDL), or similar motor vehicle operator's license, that is required as a condition of employment with the City. The initial payment for the stipend made effective July 1, 2014 shall be paid in the first payroll period of the month of January, 2015, and then every year thereafter in the first payroll period of the month of January.

12. See attached Light Duty policy, Addendum A.

13. 7/1/2014 Wages

Wage Scale: See attached, Addendum B

Wages 7/1/2015

All members will move to their next step on the wage scale on their Step Anniversary Date.

Wages 7/1/2016

All members will move to their next step on the wage scale on their Step Anniversary Date

AGREED TO this 28th day of August, 2014, on behalf of:

By: Maureen Lemieux
The City of Newton
Maureen Lemieux, CFO

By: Deanne Byrnes
AFSCME LOCAL 2443

By: Wesley Layne
Wesley Layne,
Director of Human Resources

By: James D. Jussett

**ADDENDUM A
LIGHT DUTY POLICY**

PURPOSE:

This guideline applies to all members who are on a medical leave due to a workplace injury or illness and who have been cleared by a medical physician for this type of duty.

POLICY:

- A. Light duty shall be provided to those employees injured in the workplace in the normal course of their employment and who are not disabled.
- B. Upon approval of the Mayor or designee, employees who cannot perform their regular job duties as a result of a non-job related injury may be approved for light duty upon approval of the Mayor or designee.
- C. The treating physician must give authorization for the employee to be released into a light duty program.
- D. Employees who are under the influence of prescription medication that can impair their abilities are not eligible for the light duty program.

DEFINITIONS:

Light Duty – shall consist of any task that does not conflict with restrictions set forth by the treating physician.

Full Duty – the designation given to employees who meet the physical and job task requirements outlined in their current job description.

PROCEDURES:

- A. There are no permanent light duty assignments. All light duty assignments are temporary in nature and shall last no longer than six months.
- B. An employee that is eligible to return to work on a light duty status, shall meet with the Mayor or designee(s) to determine what tasks will be assigned based on the restrictions of the treating physician.
- C. Employees assigned to light duty will be assigned the equivalent of their FTE scheduled hours, Monday through Friday. Hours assigned are at the discretion of the Mayor or designee.
- D. Medical appointments, physical therapy sessions, etc., shall be considered hours worked and the job related light duty employee shall be released to attend. Employee's assigned to light duty for non-job related injury or illness shall be released to attend all medical appointments utilizing their own sick, vacation or personal time accruals. Verification of medical appointments may be requested.
- E. Employees assigned to light duty may not perform outside employment unless approved by the Mayor or designee.

- F. The Mayor or designee will assign appropriate tasks that align with the restrictions placed by the treating physician. The supervisor will be responsible for monitoring work activities and attendance.
- G. An employee assigned to light duty cannot be assigned to full duty until medically cleared; whether the job tasks are those of a light duty nature or return to their permanent job assignment.
- H. Once medically cleared to return to full duty, the Mayor or designee shall work with the employee to transition them back to their normal job duties and work schedule.
- I. This Policy does not affect the benefits of the Family Medical Leave Act or Fair Labor Standards Act.
- J. Light duty status will not affect an employee's pay, benefits or other collective bargaining rights.

FOREMAN'S – AFSCME LIGHT DUTY TASKS/ASSIGNMENTS

Tasks/assignments must be within the limits of the light duty medical release and are assigned at the Mayors or designees discretion.

Tasks/assignments shall be consistent with the employee's job description and/or consistent with the duties required of the position for which light duty is to be performed.

ADDENDUM B

City Hall Associates - AFSCME 2443 - Foremen

CITY OF NEWTON, MASSACHUSETTS
Proposed GRID - Effective July 1, 2014

20-Aug-14
 mill

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
C-08	\$ 53,404	\$ 54,796 2.61%	\$ 56,188 2.54%	\$ 57,580 2.48%	\$ 58,972 2.42%	\$ 60,364 2.36%	\$ 61,756 2.31%	\$ 63,384 2.64%	\$ 65,286 3.00%	\$ 67,244 3.00%	\$ 69,262 3.00%
C-09	\$ 56,622	\$ 58,237 2.85%	\$ 59,852 2.77%	\$ 61,468 2.70%	\$ 63,082 2.63%	\$ 64,698 2.56%	\$ 66,313 2.50%	\$ 68,165 2.79%	\$ 70,210 3.00%	\$ 72,316 3.00%	\$ 74,485 3.00%
C-10	\$ 63,990	\$ 65,836 2.89%	\$ 67,682 2.80%	\$ 69,528 2.73%	\$ 71,373 2.65%	\$ 73,219 2.59%	\$ 75,065 2.52%	\$ 77,147 2.77%	\$ 79,461 3.00%	\$ 81,845 3.00%	\$ 84,300 3.00%
C-11	\$ 68,310	\$ 70,386 3.04%	\$ 72,462 2.95%	\$ 74,538 2.87%	\$ 76,614 2.79%	\$ 78,691 2.71%	\$ 80,767 2.64%	\$ 83,080 2.86%	\$ 85,573 3.00%	\$ 88,140 3.00%	\$ 90,784 3.00%
C-08	\$ 53,404	\$ 55,006 3.00%	\$ 56,656 3.00%	\$ 58,356 3.00%	\$ 60,107 3.00%	\$ 61,910 3.00%	\$ 63,767 3.00%	\$ 65,680 3.00%	\$ 67,651 3.00%	\$ 69,680 3.00%	\$ 71,771 3.00%
C-09	\$ 56,622	\$ 58,321 3.00%	\$ 60,070 3.00%	\$ 61,872 3.00%	\$ 63,729 3.00%	\$ 65,640 3.00%	\$ 67,610 3.00%	\$ 69,638 3.00%	\$ 71,727 3.00%	\$ 73,879 3.00%	\$ 76,095 3.00%
C-10	\$ 63,990	\$ 65,910 3.00%	\$ 67,887 3.00%	\$ 69,924 3.00%	\$ 72,021 3.00%	\$ 74,182 3.00%	\$ 76,407 3.00%	\$ 78,700 3.00%	\$ 81,061 3.00%	\$ 83,492 3.00%	\$ 85,997 3.00%
C-11	\$ 68,310	\$ 70,359 3.00%	\$ 72,470 3.00%	\$ 74,644 3.00%	\$ 76,884 3.00%	\$ 79,190 3.00%	\$ 81,566 3.00%	\$ 84,013 3.00%	\$ 86,533 3.00%	\$ 89,129 3.00%	\$ 91,803 3.00%

Proposed 8/20/2014	<-FY2015-->		
	Grade/Step	Proposed Step & Date	
Asst Highway Super- Dethomasis	C09	1-Jan-15	New Step 4
Asst Highway Supt - Cincotta	C09	1-Jan-15	New Step 4
Asst W/S Supt - Water- Cence	C09	1-Jan-15	New Step 4
Asst Highway Super - Mackay	C09	1-Jan-15	New Step 4
Asst High Super - Crane	C09	1-Oct-14	New Step 9
Asst Super - Mannion	C09	1-Jan-15	New Step 9
Asst Traffic Eng - Wang	C09	1-Oct-14	New Step 9
Asst Superintendent - DeSimone	C09	1-Jul-14	New Step 9
Asst Supt of Equip - Jodoin	C09	1-Jul-14	New Step 9
Asst Water/Sewer Supt- Sullivan	C09	1-Jan-15	New Step 9
Asst Water/Sewer Supt.- Ovaska	C09	1-Jan-15	New Step 9
Superin. - Camilli	C10	1-Jan-15	New Step 6
Distr Highway Super -Jasset	C11	1-Jan-15	New Step 5
Superintendent - Mandatori	C10	1-Jul-14	New Step 9
Distr High Super - Albu	C11	1-Oct-14	New Step 9
Regan	C11	1-Jan-15	New Step 9
Supt of Equipment - Mahan	C11	1-Jul-14	New Step 9
Water/Sewer Superintdnt- Jerdee	C11	1-Oct-14	New Step 9
Tree Worker- Hibbard	C08	1-Jan-15	New Step 6