

July 1, 2004 – June 30, 2006

AGREEMENT

CITY OF NEWTON

AND

INSPECTORS, AFSCME, Local 3092B

<u>TABLE OF CONTENTS</u>	<u>ARTICLE</u>	<u>PAGE</u>
Access to Premises	XIV	12
Appropriation	XXIV	17
Bereavement Leave	VII A	10
Bulletin Boards	XIII 12	
Clothing Allowance	XXXI	21
Direct Deposit	XXXIV	22
Duration	XXXIV	23
Enhanced Longevity Committee	XXXV	22
Fair Practices	IV 4	
Family & Medical Leave	VIIB	10
General	XXII	16
Grievance and Arbitration Procedure	II	2
Health and Welfare	VIII 11	
Holidays	V 5	
Hours of Work	XXVII 18	
Jury Pay	XI	12
Leaves of Absence	VI	6
Longevity	XVII	13
Management Rights	XX 15	
Meal Period	X 12	
No Strike	XXV	17
Overtime	XXVIII	19
Promotions	XXXII 21	
Retirement and Death Benefits	XIX	15
Rest Period	XXIX 19	
Safety Committee	XV	13
Seniority	IX	11
Severability	XVIII	14
Snow Plowing Premium	XVI	14
Special Leave	VII	7
Stability of Agreement	XXI	16
Tuition Assistance	XXX	19
Union Dues, Initiation Fee	II	1

Union Recognition	I	1
Union Representatives	XII	12
Vacations	XXVI	18
Wages	XVI	13
Worker's Compensation	XXIII	17
Working Out of Classification	XXXIII	22

Attachments: Salary Tables  
Health Insurance

## AGREEMENT

This AGREEMENT is entered into 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 INSPECTORS, AFSCME, Local 3092B (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 the 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 Inspectional Services Department and in the classifications as follows, excluding all other employees whether or not they are specifically excluded herein:

INSPECTIONAL SERVICES - All building, plumbing, and wire, inspectors, and Senior Inspectors, excluding all other Employees.

### ARTICLE II

#### Union Dues, Initiation Fee

2.01 Upon receipt by the CITY of a signed voluntary authorization by an employee, the CITY agrees to deduct the initiation fee (if any) and monthly 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.

2.02 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.

2.03 The following authorization of dues form shall be used. UNION Dues and Initiation

Fees:

"Authorization for Payroll Deduction"

By:

Last Name

First Name

Middle Name

To: \_\_\_\_\_

Employer

Effective: \_\_\_\_\_

Date

I hereby request and authorize you to deduct from my earnings the UNION membership initiation fee, and, once each month, an amount established by the UNION as dues. The amount deducted shall be paid to the Treasurer of the UNION.

The authorization shall continue for a period of one (1) year from the date hereof or until the termination of this AGREEMENT (whichever comes 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:

ARTICLE III

Grievance and Arbitration Procedure

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 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 UNION 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 UNION'S failure to comply with grievances or arbitration procedures at any stage of the procedure.

For purposes of this Article any Employee or UNION submission shall become effective upon mailing or delivery and the prescribed time periods for filing shall not begin until the grievant or UNION actually receives the CITY'S response.

3.02 Grievances shall be submitted in writing and signed by the aggrieved employee on a form mutually agreed to by the UNION and the EMPLOYER. An employee wishing to pursue a grievance shall submit the grievance form, including the substance of the grievance and the Article(s) of the contract alleged to have been violated, to the UNION president.

STEP 1. The UNION shall file the grievance with the aggrieved employee's supervisor. The supervisor shall respond to the UNION representative within five (5) working days following submission to him.

STEP 2. If a satisfactory settlement is not reached within three (3) working days from the date on which the Department Head received the grievance, the UNION Officer shall submit the written grievance to the Director of Human Resources or his/her designated representative and request a conference to discuss the grievance. The written grievance and request for a conference shall be presented to the Director of Human Resources or his/her designated representative within seven (7) working days from the date the department head received the grievance.

STEP 3. If a satisfactory settlement is not reached within fifteen (15) working days from the date of the Step 2 conference, either party may thereafter request arbitration which must be made in writing within twenty-five (25) working days from the date of the Step 2 conference. Failure by the UNION to request arbitration in writing within the prescribed time as set forth, above, shall constitute a waiver of the grievance. The UNION and the CITY agree to utilize the services of the American Arbitration Association for the selection of the arbitrator and to conduct the arbitration proceeding in accordance with the Rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of testimony and argument and submission of briefs, if any.

3.03 The arbitrator shall have jurisdiction over disputes arising out of grievances 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 excepted 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 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 jurisdiction shall be final and binding upon the parties hereto and the arbitrator shall be requested to issue his 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 UNION, but each party shall bear its own expenses for the presentation of its own case.

#### 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 or marital status. The UNION will represent equally all persons with 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, 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 of 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	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Floating Holiday
	(subject to provisions of 5.02)

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.

5.02a Effective July 1, 2003, each employee shall be entitled to two (2) "Floating Holidays", per year, 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.

5.02b Employees hired after July 1<sup>st</sup> of any year will be entitled to one Floating Holiday until the following calendar year.

Employee notification to the Department Head of the intended utilization of a Floating Holiday shall be made at least five working days in advance. A Floating Holiday may not be



granted if it will require coverage on an overtime basis for the person taking the time off.

If a Floating Holiday is not used in its scheduled calendar year it may not be carried over to a subsequent calendar year.

5.02c Due to the timing of this one year Settlement Agreement, if members are unable to schedule the additional Floating Holiday in this calendar year, they will be allowed to carry over this additional Floating holiday, upon written request, to be used no later than March 31, 2004.

5.03 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 schedule work day preceding or the next scheduled work day following such holiday.

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

## 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 two (2) 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, Order of the Purple Heart, United Spanish War Veterans, Veterans of Foreign Wars, Reserve Officers Association of the United States, Inc., Franco-American War Veterans, Inc., Italian-American War Veterans, or Jewish War Veterans of the United States to persons who are accredited delegates or alternates to such conventions.

6.02 Whenever such leave of absence with pay is granted to persons subject to this

article, such leave 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/her family, the death of certain members of his/her family, certain religious observances, or personal business in accordance with this Article.

7.02 a. Every employee hired before January 1, 1987, during the first year of his employment shall be entitled, after two (2) months of continuous service, to special leave at the rate of one and one half (1 1/2) days for each five (5) weeks of service completed after the expiration of such two (2) months. After one (1) full year of employment he shall be entitled to special leave for a period of not exceeding fifteen (15) days in each calendar year; provided, that for the calendar year in which the first full year of his employment is completed the total allowable special leave shall not exceed fifteen (15) days.

7.02 b. Every employee, hired after January 1, 1987, who is entitled to full compensation during a calendar month, will be granted 1 1/4 days of special leave on the first day of the following month. Every such employee shall not be subject to the provisions contained in Section 7.02 a.

7.02c. Effective July 1, 2003, 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 the January 1 subsequent to the employee's completion of five years of service with the City.

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

7.04 When an employee of the CITY is absent from his/her duties on account of disability because of sickness or injury, he/she shall promptly notify his/her department head or

such person as his/her 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 work days may be required during the continuation of the absence to provide periodic medical reports or to see the City Physician.

7.05 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 a result of reckless, improper, or vicious conduct or illegal or immoral practices.

7.06 a. Every employee hired prior to January 1, 1987 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.

7.06 b. Every employee hired after January 1, 1987 shall be entitled to use special leave to the extent of 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.

7.06 c. Special leave used by any employee, whenever hired, during required absence from work because of illness in family as defined in 7.06 a. and 7.06 b. above, is subject to the following conditions:

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) 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 not 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.

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 first of each year. Such 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.

7.11 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/her shall, if re-employed within twelve months, have available any unused special leave accumulation existing at the time of his/her separation.

7.12 The maintenance of good health, physical fitness and good attendance are all important to the successful performance of all the duties and functions of the City.

7.13 Employees are required to be at work on a regular, continuing and consistent basis. Any excessive or unusual amount of absence from work is contrary to the CITY'S attendance requirements.

7.14 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.

7.15 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 this Collective Bargaining Agreement.

7.16 Copies of policies shall be posted on appropriate bulletin boards and given to the UNION.

7.17 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 she/he so requests.

7.18 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 or sister-in-law. Every such absence shall be approved and certified to by the head of the department in which such official or employee works.

## ARTICLE VIIB

### Family and Medical Leave

7B.01 Federal Law required covered employers to provide up to twelve (12) weeks of unpaid, job-protected leave to “eligible” employees for certain family and medical reasons, (i.e., sick family members, newborns, newly adopted or foster children). Leaves of absence for this purpose are not in addition to other contractual or state mandated leaves. There shall be no pyramiding of leaves.

## ARTICLE VIII

### Health and Welfare

8.01 The CITY agrees to provide group health coverage for all eligible families and individuals. The City will pay 80% of the premium for all health plans in effect.

8.02 Where an employee suffers an extended illness and has used all of his/her sick leave and vacation pay, the CITY shall review the case. The CITY may, at its discretion, continue to pay an insurance premium contribution then in effect for an additional period of 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.

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

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

8.05 The CITY will make it possible for each employee to purchase dental insurance and will contribute 50% of the premium in effect under a group plan. Such contribution shall become effective January 1, 2002.

## ARTICLE IX

### Seniority

9.01 Seniority shall be computed and made applicable by classification and grade in accordance with Civil Service Laws governing the same. (M.G.L., Ch. 31).

9.02 In cases of promotion, transfer, decrease, or increase of the working force and assignment of 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.

9.03 So far as practicable, seniority shall prevail in choice of vacation period.

#### ARTICLE X

##### Meal Period

10.01 All employees shall be granted an unpaid meal period of one hour duration each work shift. Whenever possible, the meal period shall be scheduled at the middle of the shift.

#### ARTICLE XI

##### Jury Pay

11.01 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 XII

##### Union Representatives

12.01 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.

12.02 Subject to the approval of his/her Department Head, stewards, representatives 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 reasonably withheld.

#### ARTICLE XIII

##### Bulletin Boards

13.01 The CITY shall place bulletin boards at the entrances to major locations. The CITY 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/her designee.

13.02 It is agreed that no notices shall be posted containing any language derogatory or critical of the employer.

#### ARTICLE XIV

##### Access to Premises

14.01 Upon approval by the appropriate supervisor, the CITY agrees to permit representatives of AFSCME, LOCAL 3092 AND 3092B to enter the premises at any time for individual discussion of working conditions with 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 XV

##### Safety Committee

15.01 A safety committee composed of two (2) representatives of the UNION and two (2) 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.

#### ARTICLE XVI

##### Wages

16.01a) Effective July 1, 2004, all employees covered by this AGREEMENT shall receive a wage increase as follows:

7-1-2004 – 2.00% - \$150.00 adjustment to all employees at max  
retroactive to 7/1/2004

7-1-2005 – 2.5% \$50.00 adjustment to all employees at max

1-1-2006 – 1.00%

6-30-2006 - .50% of the then prevailing salary schedules in force and effect.

e) Upon certification from the National Certification Program for Construction Code Inspectors (NCPCC), Building Inspectors hired after January 1, 1999 will receive a two (2) step



increase to the then prevailing salary schedules in force and effect.

f) Snow Plowing Premium

Premium pay to be paid in accordance with the Department of Public Works snow plowing premium of \$3.00 per hour.

ARTICLE XVII

Longevity

17.01 Full-time employees covered by this AGREEMENT who shall have completed the appropriate number of years of aggregate employment with the CITY during that fiscal year or any succeeding fiscal year, shall be entitled to receive an annual non-cumulative longevity payment as hereinafter set forth for that fiscal year and each fiscal year thereafter while employed by the CITY; said payment shall be made as soon as possible after each anniversary date of employment, but in no event later than two payroll weeks thereafter. If an employee's period of service has been interrupted by termination and reemployment or by leave of absence without pay for a period of time greater than 3 months, then upon reemployment, or return to active employment a new anniversary date shall be set to equitably adjust for the period of time of absence from the employment of the CITY.

17.02 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.

17.03 Longevity payments, effective July 1, 2003, will be made in accordance with the following schedule of years and dollar amounts subject to the aforesaid provisions and conditions.

<u>Number of Years</u>	<u>Amount</u>
10 to 14 years of aggregate employment	\$550.00
15 to 19 years of aggregate employment	\$650.00
20 to 24 years of aggregate employment	\$750.00
25 to 29 years of aggregate employment	\$850.00
30 to 30+ years of aggregate employment	\$1,100.00

## ARTICLE XVIII

### Severability

18.01 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 XIX

### Retirement and Death Benefits

19.01 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.

19.02 Upon 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 XX

### Management Rights

20.01 Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this contract, the CITY has and will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore had by it. It shall have the sole unquestioned right, responsibility, and prerogative of management of the affairs of the CITY and direction of the working forces, including but not limited to the following:

- A. To determine the care, maintenance, use and operation of the equipment and property used for and on behalf of the purposes of the CITY.
- B. To establish or continue policies, practices and procedures for the conduct of CITY business.

- C. To determine assignments of work and work tasks, and to discontinue processes operations or to discontinue their performance by employees.
- E. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the CITY, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.
- F. To determine and re-determine job content and to insure that related duties connected with departmental operations, whether enumerated in job description or not, shall be performed by employees.
- G. To establish contracts or sub-contracts for municipal operation provided that this right shall not be used for the purpose or intention of undermining the UNION or of discriminating against its members.
- H. To require reasonable overtime from the employees.
- I. The CITY will determine position qualifications and quality of job performance by employees.
- J. To maintain order and efficiency in the CITY'S operations.

## ARTICLE XXI

### Stability of AGREEMENT

21.01 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 thereto.

21.02 The failure of the CITY or the UNION to insist, in any one or more situations, upon performance of any of the terms or provisions of this AGREEMENT, shall not be considered a waiver or relinquishment of the right of the CITY or of 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.

## ARTICLE XXII

## General

22.01 The parties acknowledge that during negotiations which resulted in this AGREEMENT, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and AGREEMENTS arrived at by the parties after the exercise of that right and opportunity, are set forth in this AGREEMENT.

22.02 Therefore, the CITY and the UNION, for the duration of the term of this AGREEMENT, or any extension thereof, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this AGREEMENT, or with respect to any subject or matter not referred to specifically or not covered in this AGREEMENT, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this AGREEMENT.

## ARTICLE XXIII

### Worker's Compensation

23.01 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.

23.02 An employee who is receiving Worker's Compensation shall be permitted to use up his/her accumulated sick leave in one hour segments for the purpose of receiving the difference between what he/she receives under his/her 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.

## ARTICLE XXIV

### Appropriation

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

ARTICLE XXV

No Strike

25.01 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 engage in a strike, and 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 XXVI

Vacations

26.01 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.

26.02 Effective January 1, 1993, the vacation entitlement shall be modified as follows:

After Completing Years of Employment    Entitlement

10 years	4 weeks vacation
20	5 weeks vacation

26.03 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 the 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 applicable anniversary date of employment shall be the most recent date of continuous service. In cases where there is broken service the period or periods of prior employment shall be added and the anniversary date adjusted accordingly.

26.04 An employee's vacation entitlement for the year in which his/her employment relationship with the CITY is terminated, for reason other than retirement, shall be prorated

based on the actual time worked that year and any monies owed the CITY for vacation taken in excess of the prorated entitlement shall be deducted from any source of compensation due the employee or reimbursed by the employee to the CITY upon billing. If vacation has been earned but not taken, the CITY shall compensate the employee for the appropriate amount of prorated vacation.

## ARTICLE XXVII

### Hours of Work

27.00 Effective March 1, 2001, the hours of work shall be increased to 5 consecutive days and 8 consecutive hours per day exclusive of lunch period.

## ARTICLE XXVIII

### Overtime

28.01 Authorized overtime work performed in excess of forty (40) hours per week shall be paid at time and one-half the employee's base straight time hourly rate of pay.

28.02 Employees, with the approval of their Department Head, may request to take compensatory time off in lieu of overtime compensation. Compensatory time may be taken at the rate of 1 1/2 hours for each hour worked in excess of 40 hours per week, and it must be taken within 2 calendar months after the month in which the overtime was worked. This period of time may be extended for significant reasons with the express written permission of the Department Head.

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

## ARTICLE XXIX

### Rest Period

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

## ARTICLE XXX

### Tuition Assistance

30.01 The CITY agrees to provide an educational fund, up to a maximum of \$2,500.00 per fiscal year, to reimburse eligible employees for tuition costs in accordance with the following plan.

(a) All full-time (37 1/2 hours per week or more) 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.

(b) Courses will be approved under this plan, which are directly related to the employee's present qualifications for advancement. No correspondence courses are acceptable under this plan.

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

(d) Employees wishing to participate in this plan 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 will be recommended by the Department Head. Copies of the recommendation will be sent to the Personnel Department for approval.

(e) Reasonable efforts will be made to insure equitable distribution of funds to all personnel within the bargaining group. Applications will be approved based on the date completed "Applications for Tuition Aid" are received by the Department Head. The decision to approve or disapprove courses for reimbursement under this plan is not subject to grievance under Article III.

(f) Employees will be reimbursed for the tuition costs upon successful completion of an approved course. Approved courses which are not successfully completed 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.

(g) To receive tuition aid under this plan, the employee must submit to his/her Department Head a copy of his/her tuition bill and transcript from the school showing that he/she

passed/completed the course. The Department Head upon signing the tuition bill and transcript will forward them to Human Resources with a recommendation for payment. To be eligible for reimbursement the employee must be in the employ of the CITY at the time the Human Resources Director receives the recommendation for payment.

In the event that an employee is laid off, after he/she has received approval for taking a course, and prior to the time the course is completed or prior to the time that recommendation for payment is made, that employee will be eligible for reimbursement in accordance with the other provisions of Article XXX.

The CITY is not liable for any taxes or assessment to Federal, State, City, or County governments due on tuition reimbursements paid to employees under this plan.

30.02 Plumbing, Wire, and Building Inspectors are eligible for reimbursement from this fund for the cost of course work mandated by licensing authorities to maintain trade licenses required by the City as a condition of employment. Reimbursement for this purpose of any individual Inspector shall not exceed \$100 in a fiscal year.

Approval for reimbursement of course work required to maintain trade licenses shall be secured in the same manner outlined in Section 30.01 (d).

## ARTICLE XXXI

### Clothing Allowance

31.01a Effective July 1, 2003, an annual clothing allowance of \$350.00 will be paid to all employees covered by this AGREEMENT. This allowance will be paid on or before December 1 of each year.

31.01b Effective July 1, 2004, a \$50.00 increase in clothing/cleaning allowance will be paid to all employees covered by the AGREEMENT. The clothing allowance in the amount of \$400.00 will be paid on or before December 1 of each year

31.02 The INSPECTIONAL SERVICES DEPARTMENT shall issue one pair of safety shoes each year to all employees covered by this AGREEMENT. The issued safety shoes shall be worn during all inspections in accordance with CITY and departmental safety policies and regulations.



## ARTICLE XXXII

### Promotions

32.01 Whenever a vacancy for a Senior Inspector occurs the Department Head will consider at least the following criteria in making a promotional appointment:

- 1) Qualified for position sought.
- 2) Experience in position sought.
- 3) Prior experience in related position(s).
- 4) Additional qualifications and training.
- 5) Written performance evaluations by Supervisor.
- 6) Availability to work overtime, if applicable.
- 7) Special Leave utilization.
- 8) Known medical conditions which might interfere with the position sought.
- 9) Prior disciplinary actions.

32.02 Upon selection of a candidate, that person shall receive an increase moving him or her to the step on the Senior Inspector scale that is immediately above a four percent (4%) increase in his or her current salary.

32.03 A candidate may be moved to a higher step on the basis of numbers 2, 3, or 4 listed above provided the Department Head's recommendation is accepted by the Human Resources Director and recommended to the Executive Department.

32.04 The City recognizes that a person must perform the duties of a Senior Inspector for at least six months prior to being considered proficient in this position, thus the salary of that person must be one step below maximum for at least six months. When a person being promoted has worked out of classification as a Senior Inspector this time may be reduced by the time worked out of classification.

## ARTICLE XXXIII

### Working Out of Classification

33.01 When an employee is assigned the full responsibilities of a Senior Inspector, he or she shall be adjusted to the step on the Senior Inspector's salary scale that is immediately above a four percent (4%) increase of his or her current salary as an Inspector. No adjustment will be made for responsibilities covered during Special Leave usage or during any time spent covering the position during vacations. Although any

employee who acts in the capacity of a Senior Inspector during extended absences for illness or vacation coverage will be given credit for experience in Senior Inspector positions.

ARTICLE XXXIV

Direct Deposit

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.

ARTICLE XXXV

Enhanced Longevity Committee

A Committee of six (6) to study and report to the Mayor no later than November, 2005. Said committee is to be comprised of members appointed by the Mayor and members from the UNION.

ARTICLE XXXIV

Duration

34.01 This AGREEMENT shall be effective as of July 1, 2000 for the period ending June 30, 2003 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.

WITNESS our hand and seals this 18 day of 12, 2002.

For the City:

David B. [Signature]

[Signature]

\_\_\_\_\_

For the Union:

[Signature]

[Signature]

\_\_\_\_\_

Approved as to legal form and  
Character:

\_\_\_\_\_