

July 1, 2006 - June 30, 2009

AGREEMENT

between

CITY OF NEWTON

AND

AFSCME LOCAL 3092

CITY HALL ASSOCIATES

TABLE OF CONTENTS

	<u>ARTICLE</u>	<u>PAGE</u>
Appropriation	XXI	18
Bereavement Leave	VIIA	11
Bulletin Boards	XIV	14
Clothing/Cleaning Allowance	XXIX	23
Duration	XXXIV	26
Employees' Rights	XXV	21
Enhanced Longevity	XXXIV	25
Fair Practices	IV	6
Family & Medical Leave Act Of 1993	VIIB	12
Grievance & Arbitration Procedure	III	4
Health and Welfare	VIII	12
Holidays	V	6
Hours of Work and Overtime	XV	14
Jury Pay	XII	13
Leaves of Absence	VI	7
Longevity	XVIII	17
Management Rights	XXIII	19
Meal Period	XI	13
No Strike Clause	XXIV	20
Performance Evaluations	XXXIII	25

TABLE OF CONTENTS

Posting of Vacancies	XXVI	21
Rest Periods	XVI	16
Retirement and Death Benefits	XX	18
Seniority	X	13
Severability	XIX	18
Shift Differential	XVIIA	16
Special Leave	VII	8
Stability of Agreement	XXXII	24
Travel Allowance	XXXI	24
Tuition Aid/Training Fund	XXVIII	22
Union Dues, Initiation Fee and Agency Fee	II	3
Union Recognition	I	1
Union Representatives	XIII	13
Vacation Entitlement	XXII	18
Vacation Policy	XXIIA	19
Wages	XVII	16
Working Out of Classification	XXX	24
Workers' Compensation	IX	12
Work Records	XXVII	22
Appendix A	Classification of Positions	
Appendix B	Schedule of Salaries	
Appendix C	Adoption/Paternity Leave	
Appendix D	Library/Sunday Overtime Work	
Attachment E	Health Benefit/ Dental 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 AFSCME Local 3092, CITY HALL ASSOCIATES (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 permanent full-time and permanent part-time employees employed by the CITY in the departments and in the classifications hereinafter set forth in paragraph 1.03 excluding all other employees whether or not they are specifically excluded herein.

1.03 DEPARTMENTS AND CLASSIFICATIONS

(a) All office and clerical employees in the following departments excluding
Department Heads:

Public Works Department (including the Utilities & Engineering Divisions)

Police Department (including Emergency Telecommunications)

Fire Department

Veterans' Services

(b) Purchasing Department

All office clerical employees and printers, excluding Chief Procurement Officer and Assistant Purchasing Agent.

(c) Health and Human Services Department

All office clerical employees, Senior Sanitary Inspectors, Sanitary Inspectors excluding the Health Commissioner, Public Health Nurses, Public Health Coordinator, Nursing Supervisors & School Health Aides, and Director of Senior Services.

(d) Comptroller's Department

All office clerical employees excluding Comptroller, Deputy Comptroller, and Assistant Comptrollers.

- (e) Treasurer's Department
All office and clerical employees excluding Collector/Treasurer & Deputy Treasurer
- (f) City Clerk's Department
All office clerical employees excluding the City Clerk, Assistant City Clerk and the Archivist.
- (g) History Museum
All office and clerical employees excluding Director, Sr. Curator, and Curator
- (h) Licensing Board
All office clerical employees excluding Administrative Director to Licensing Board.
- (i) Recreation Department
All office clerical employees, Recreation Managers, Sr. Adult Director, and Director of Special Needs, excluding Commissioner, Deputy Commissioner, Chief Recreation Supervisor, Civil Service Foremen and the Director of Arts in the Park.
- (j) Election Commission
All office clerical employees excluding Executive Secretary and the Deputy Executive Secretary to Election Commission.
- (k) Planning Department
All office clerical employees and planners excluding Director of Planning, Community Development Director, Director of Current Planning, Director of Economic Development, Chief Planner and Rehabilitation Program Manager and four (4) Principal Planners.
- (l) Newton Free Library
All office clerical employees, excluding professional, sub-professional and custodial employees excluding Library Director, Assistant Library Director, and part-time employees who work regularly less than 20 hours per week.
- (m) Public Building Department
All office clerical employees, custodians, Energy Engineer, excluding the Public Buildings Commissioner, Budget and Project Specialist, Building Maintenance Supervisor, HVAC Specialist and Facilities Manager

- (n) Housing Services
All office clerical and custodial employees excluding Director.
- (o) Information Technology
All office and clerical employees excluding Director, Deputy Director, GIS Administrator, Network Engineer, and Micro-Network Administrators.
- (p) Assessing Department
All employees excluding Board Chairman, Assessors, Deputy Director, and Assistant Assessors.
- (q) Inspectional Services
All office clerical employees and Inspectors, excluding Inspectional Services Commissioner, Zoning Administrator, Chief Building Inspector and Land Use -Zoning Enforcement Agent.
- (r) Excluding all seasonal and temporary part-time employees in all departments.

ARTICLE II

Union Dues, Initiation Fee and Agency 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 weekly. 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 form shall be used.

UNION DUES and INITIATION FEES:

By: _____

To: _____

Effective Date: _____

I hereby request and authorize you to deduct from my earnings the UNION membership initiation fee, and, once each week, 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 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 an Agency Service Fee deduction shall be required to pay to the UNION pursuant to M.G.L. Chapter 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 proportionately commensurate with the cost of collective bargaining and contract administration. Said fee shall be deducted monthly as is provided above and shall be in the amount as specified and determined by the local UNION in conformance with the UNION'S Constitution and by-laws.

ARTICLE III

Grievance Procedure

3.01 The representatives of both the CITY and the UNION shall be responsible for making prompt and earnest efforts to adjust grievances or misunderstandings between employees and the CITY.

3.02 A grievance shall be defined as a dispute between the parties of this AGREEMENT involving an alleged specific and direct violation of the expressed language of a specific provision of this AGREEMENT. Any such grievance shall be settled in the following manner except as provided in Article XXV, Employees Rights'; as contained in this AGREEMENT:

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 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 therefor. 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 grievance or arbitration procedures at any stage of the procedure. The failure of the employer to respond in 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.

3.03 Grievances shall be submitted in writing and signed by the aggrieved employee on a form mutually agreed to by the UNION and the CITY. 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 five (5) 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 request 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 arbitration proceeding shall be conducted by an arbitrator to be selected by the CITY and the UNION within seven (7) work days after notice of arbitration has been given. If the parties fail to select an arbitrator, the Federal Mediation and Conciliation Service shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the CITY and the UNION shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name; the other party shall then strike one name. This process will be repeated and the remaining persons shall be the arbitrator. The decision of the arbitrator shall be final and binding on both parties and the arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of testimony and argument.

3.04 The arbitrator shall not add to, subtract from, or alter any provision of the AGREEMENT. Nor may he/she make any decision in conflict with the laws of Massachusetts governing Municipal employees.

3.05 Grievances involving disciplinary action shall be processed beginning at the third 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 herein above set forth. The cost of the arbitrator's services shall be borne equally by both parties.

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, marital status, or disability as defined in the Family Medical Leave Act (FMLA). 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, disability, marital status or participation in or association with the activities of the UNION.

ARTICLE V

Holidays

5.01 Subject to the exception 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	Veterans' Day
Patriot's Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Floating holiday (subject to the 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.

5.02 Employees 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.

Employees hired after July 1 of any year will not be entitled to a 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.

5.03 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 scheduled work day preceding or next scheduled work day following such a holiday.

5.04 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.

5.05 Except for custodians, no library employees shall be scheduled to work on said holidays without further written agreement between the CITY and the UNION.

5.06 Holiday Pay - Telecommunication Operators

Holiday pay will be time and one half for all hours worked on a holiday. There shall not be any pyramiding of over-time on holidays. Employees who are on a regular scheduled day off or on a vacation day will receive an additional day of pay for the holiday.

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,

Jewish War Veterans, Legion of Valor, Marine Corps League, 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 leaves of absence with pay are 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/her family, certain religious observances, or personal business in accordance with this Article.

7.02a Any employee who uses three (3) days or less of Special Leave, excluding Personal Business days, during the previous calendar year will receive one (1) bonus personal day. Said personal day must be used during the calendar year to which it is credited.

7.02b Every employee who has completed five years of service with the CITY prior to January 1, 1987, 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.

7.02c 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 or 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.

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 on the first day of absence 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, to promptly notify the Director of Human Resources 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. 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 periods of authorized special leave in accordance with this Article.

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

7.06a. 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 of the employee.

7.06b. 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.

7.06c. 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 care.

7.07 No salary or wage shall accrue to any employee under Paragraph 7.03 or Paragraph 7.06 of the Article unless the a Physician or a Nurse Practitioner 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.

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 (12) months, have available any unused special leave accumulation existing at the time of his/her separation.

7.11 An 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 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 in accordance with Article XXIII, Section 23.01, of this Agreement.

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, grandchild, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparent and grandparent-in-law, 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 VII B

Family and Medical Leave Act of 1993

7B.01 Federal Law requires 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, new 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 will provide group health coverage with a schedule of benefits or its equivalent for all eligible families and individuals that is currently in effect. The CITY will pay 80% of the premium or cost of all health plans.

When an employee suffers an extended illness and has used all of his/her sick leave and vacation pay, the CITY may, at its discretion, continue to pay an 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.

8.02 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 hospitalization and life 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.

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

8.04 The CITY will make every effort to provide a dental plan. The CITY will pay 50% of the cost of a dental plan.

ARTICLE IX

Workers' Compensation

9.01 An employee suffering an occupational injury, eligible for medical payments under Workers' 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.

9.02 An employee who is receiving Workers' 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 Workers' Compensation and his/her regular 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 X

Seniority

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

10.02 In cases of promotions, 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.

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

ARTICLE XI

Meal Period

11.01 All employees shall be granted an unpaid meal period of one (1) hour's duration each work shift. Whenever possible, the meal period shall be scheduled at the middle of the shift.

ARTICLE XII

Jury Pay

12.01 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 XIII

Union Representatives

13.01 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.

13.02 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.

13.03 Representatives of the UNION may be permitted to attend meetings of their State and National Unions without loss of pay provided, however, that the total number days per year for all those granted permission shall not exceed fifteen (15) days in the aggregate.

13.04 If representatives of the UNION receive said permission to attend meetings of their State and National Unions, as a group, they shall not be absent more than a total of fifteen (15) working days. For example, if five (5) members receive permission, then each person shall be absent from work no more than three (3) days.

ARTICLE XIV

Bulletin Boards

14.01 The CITY shall place bulletin boards at the entrances to major locations. The UNION shall have the right to post routine UNION notices on said bulletin boards. It is agreed that no notices shall be posted containing any language derogatory or critical of the CITY.

ARTICLE XV

Hours of Work and Overtime

15.01 Except for Library and Building Department custodians, the regular work schedule shall be for five (5) consecutive days (Monday through Friday) and seven and one half (7 1/2) consecutive hours per day exclusive of lunch period.

Employees who are authorized to work in excess of 37 1/2 hours per week shall be paid at straight time hourly rates for all work performed up to 40 hours per week 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 their straight time hourly rates.

At the option of the employee he/she may elect to take compensatory time off in lieu of overtime compensation. Said compensatory time must be taken within two (2) calendar months after the month in which the overtime is worked. All compensation time must be earned by working extra hours in employee's specific job location. A committee will be formed to look at how and where compensatory time can be accrued.

15.02 The following shall apply to Library Employees and Building Department custodians.

HOURS OF WORK

The normal hours of work for Building Department and Library custodian employees shall be five (5) work days of eight (8) hours per day each week, and for all other library employees five (5) work days of seven and one half (7 1/2) hours per week. The work of full-time employees shall be so scheduled that the amount of time employees are required to work during the evening and on Saturday is equitably distributed

among the employees in a particular classification.

Except for Sunday work for professional employees, all authorized hours worked in excess of their normal hours of work shall be compensated for at straight time rates or by compensatory time off. Sunday work shall be paid for at the rate of time and one half their hourly rates of pay.

For sub-professional employees all authorized hours of work performed in excess of 37 1/2 hours per week shall be paid for at straight time hourly rates up to 40 hours per week except that an employee must work at least 1/2 hour overtime on each occasion. Upon completion of said 1/2 hour of work, overtime shall be paid from the start of said overtime work. All authorized work performed in excess of 40 hours per week shall be paid for at time and one half their straight time hourly rates. At the option of the employee, he/she may elect to take compensatory time off in lieu of overtime compensation in accordance with Article 15.01, paragraph 3. Said compensatory time off will be taken at such times as are approved by the Library Director.

Custodial employees who perform authorized work in excess of 40 hours per week shall be compensated at time and one half their straight time rates for said work. At the option of the employee, he/she may elect to take compensatory time off in lieu of overtime compensation in accordance with Article 15.01, paragraph 3. Said compensatory time off will be taken at such times as are approved by the Library Director.

Library custodians shall be scheduled for five (5) days, Monday through Friday or Tuesday through Saturday.

Limit of three new positions to work a Sunday through Thursday schedule. Summer schedule will not change. These employees will work a variable alternating schedule in the summer months.

15.03 The normal work week for Recreation Department Program staff is 37 1/2 hours per week as directed by the Recreation Commissioner. Employees working more than 37 1/2 hours in a week shall be granted compensatory time off for such hours worked.

15.04 Emergency Call Back

Four (4) hours guarantee to be paid at straight time and/or if actual time exceeds 2.5 hours, all hours worked will be paid at time and one-half.

15.05 Extended Hours on Tuesday

As of July 7, 1998, the City of Newton will have extended office hours until 8:00 PM for all City Departments located in City Hall and some departments outside of City Hall including Public Buildings, Health, Parks & Recreation, Police and Fire.

- a. Employees volunteering to work the extended hours will be assigned on a rotating schedule.
- b. Employees who volunteer to work the extended hours will be allowed to leave work at 12:15 PM on Friday to compensate them for their extended hours time on Tuesday evenings.

ARTICLE XVI

Rest Periods

16.01 All employees' 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.

16.02 Library employees who for any reason work beyond their regular quitting time into the next shift shall receive a fifteen (15) minute coffee break before they start to work on such next shift. In addition, they shall be granted the regular coffee break that occurs during the shift.

ARTICLE XVII

Wages

17.01 Effective July 1, 2006 all employees covered by this AGREEMENT shall receive a wage increase as follows:

7-1-2006	2.00% added to basic wages
7-1-2007	2.00% added to basic wages
1-1-2008	1.00% added to basic wages
7-1-2008	2.00% added to basic wages
1-1-2009	1.00% added to basic wages

of the then prevailing salary schedules in force and effect. An 8th step shall be implemented on April 1, 2001.

17.02 Parks and Recreation Program staff assigned to provide weekend coverage for programs and facilities will receive a flat fee of \$100.00 for all weekend coverage (regular or holiday weekends).

17.03 **Snow Plowing Premium**

The hourly rate for snow plowing is in accordance with the Department of Public Works premium pay rate.

17.04 **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 XVIII

Shift Differential

17A.01 All Local 3092 employees assigned to a regular night shift will be given a night shift premium for all hours worked according to the following schedule.

3:00 p.m. to 11:00 p.m.

11:00 p.m. to 7:00 p.m.

Rates will be as follows: 7/1/2000 - 8%

ARTICLE XVIII

Longevity

18.01 Any full-time permanent employee or permanent part-time employee covered by this AGREEMENT who shall have completed the appropriate number of years of the 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. The 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 employment shall be added and the anniversary date adjusted accordingly.

18.02 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.

18.03 Effective July 1, 2005, longevity payments 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>DOLLAR AMOUNTS PER YEAR</u>	
	<u>7-1-2007</u>	<u>7-1-2008</u>
10 to 14 years of aggregate employment	\$650.00	\$650.00
15 to 19 years of aggregate employment	\$750.00	\$750.00
20-24 years of aggregate employment	\$850.00	\$950.00
25 - 29 or more years of aggregate employment	\$950.00	\$1,050.00
30+	\$1,200.00	\$1,300.00

Permanent part-time employees are defined as employees who are regularly employed twenty or more hours per week.

ARTICLE XIX

Severability

19.01 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 XX

Retirement and Death Benefits

20.01 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, or to his/her Estate, an amount equal to sixty percent (60%) of any unused special leave then remaining, not to exceed \$6,000.00.

20.02 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 XXI

Appropriation

21.01 It is agreed that the economic terms and conditions 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 XXII

Vacation Entitlement

22.01 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.

22.02 Effective January 1, 1993, the vacation entitlement shall be adjusted as follows:

<u>After Completing Years of Employment</u>	<u>Entitlement</u>
5 Years	3 weeks vacation
10 Years	4 weeks vacation
20 Years	5 weeks vacation

22.03 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 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 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.

22.04 Employees of Local 3092 will be allowed to carryover one week of unused vacation upon written request, to be used no later than March 31st of each year or it would be added to employees special leave bank.

ARTICLE XXIIA

Vacation Policy

22A.01 Vacation time may be taken in single days or periods of less than a full week² 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. To ensure specific weeks for vacation, all requests should be in as soon as possible.

22A.02 Single vacation days may not be taken if it will require coverage on an overtime basis for the person taking the time off.

ARTICLE XXIII

Management Rights

23.01 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.

(a) 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 and to take whatever action may be

necessary to carry out the work of the department in situations of emergency.

(b) The above is subject to the provisions of Chapter 31 of the General Laws of Massachusetts with respect to employees covered by that Chapter.

23.02 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 or operations or to discontinue their performance by employees.

d. To select and to determine the number and types of employees and types of employees required to perform the CITY'S operations.

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 department operations whether enumerated in job description or not, shall be performed by employees.

g. To establish contracts or sub-contracts for municipal operations, 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 the quality of job performance by employees.

j. To maintain order and efficiency in the CITY'S operations.

ARTICLE XXIV

No Strike Clause

24.01 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 employee".

ARTICLE XXV

Employees' Rights

25.01 No employees covered by this AGREEMENT may be disciplined, suspended, or discharged except for just cause.

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

a. He/she may elect to process his/her grievance in accordance with Massachusetts Civil Service Laws and Regulations, or

b. He/she may elect to process his/her grievance in accordance with the Grievance and Arbitration procedures contained in this AGREEMENT. If he/she elects to proceed under these terms and conditions, he/she thereby waives his/her rights to appeal to the Massachusetts Civil Service Commission and may not thereafter change his/her 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/she may not thereafter proceed under the Grievance and Arbitration procedures.

25.03 All newly hired employees must serve an initial six (6) months probationary period. Probationary employees who are disciplined or terminated have no rights to grievance and arbitration provisions of contract.

ARTICLE XXVI

Posting of Vacancies

26.01 Notice of job vacancies within the bargaining unit which are to be filled by the CITY shall be posted on the bulletin board and within the department for five (5) days. After five (5) days, it shall be posted city-wide in all places where Local 3092 members work. The posting will contain position description, qualifications, location, salary, grade, F/T or P/T and whether day or night shift(s). Any cases where length of

service, ability, and quality of previous performance are relatively equal, preference will be given to the senior qualified bidder in the department where the vacancy exists.

Applicants shall inform the Director of Human Resources in writing within one (1) week of the date of posting. Copies of the postings shall be sent to the UNION.

Postings may not be combined, i.e. (dept., city-wide or external) until prior approval has been received from UNION President or Vice President.

26.02 A list of applicants with qualifications at each stage of posting (i.e. department, city-wide and external) will be forwarded to UNION President.

26.03 All job vacancies will be filled within thirty (30) days after posting format has been completed or just reason will be given to UNION President as to why this cannot be done.

The aforementioned shall not be contrary to the requirements of the Civil Service Law, Rules and Regulations or the CITY'S Equal Employment Opportunity Affirmative Action Program.

ARTICLE XXVII

Work Records

27.01 The Library Department shall keep records in a time book of the time worked of each employee. In case of a grievance involving such records, they shall be subject to examination by the UNION representative with the immediate supervisor of the employee involved or another representative of the CITY designated by the Library Director.

ARTICLE XXVIII

Tuition Aid/Training Fund

28.01 The CITY agrees to provide an education fund, up to a maximum of \$5,000.00 per fiscal year, to reimburse eligible employees for tuition costs in accordance with the following plan.

28.02 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 grant, scholarship or veterans benefit shall have tuition aid reduced in this amount.

28.03 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. Courses must offer classroom instruction in an institution accredited by the New England Association of Schools and Colleges or the Association of Independent Colleges and Schools. 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).

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

28.05 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 and the UNION President.

Applications will be approved based on the date that 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 the AGREEMENT.

28.06 Employees will be reimbursed for the tuition cost 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 Human Resources 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 government due on tuition reimbursements paid to employees under this plan.

28.07 The employer agrees to provide a training fund, up to a maximum of \$5,000 - per fiscal year, for the purpose of enhancing job skills.

28.08 Employee's who take courses and wish to be reimbursed for such, will sign an agreement stating they will not leave the city for one year upon completion of such course. If they do, the CITY and UNION has the right to be reimbursed for any payments made to an individual.

ARTICLE XXIX

Clothing/Cleaning Allowance

29.01 All members of Local 3092 will receive an annual clothing/cleaning allowance. It will be paid

on or before December 1 of each year. Amount will be as follows:

7/1/2007 - \$500 .00

29.02 Any employee whose employment terminates before December 1st of any calendar year shall receive a proportionate allowance for all months worked. Employees with twenty (20) or more years of service with the City of Newton, upon retirement, shall receive their full annual allowance. If an employee dies while in the employ of the CITY, his/her estate shall receive the full amount of clothing allowance regardless of years of service.

ARTICLE XXX

Working Out of Classification

30.01 When an employee is assigned to the full responsibilities of another employee in a higher classification, he/she shall be adjusted to a step on the higher classification that is immediately above a 4.25% increase of his/her current salary beginning on day one. No adjustment, however, will be made for assignments resulting from the other employee's use of vacation leave.

ARTICLE XXXI

Travel Allowance

31.01 All members of Local 3092 who are required to travel using their own vehicle for city business and receives authorization for travel from their Department Head will receive a travel allowance at the city rate established. Use of city form for reimbursement is required.

ARTICLE XXXII

Stability of Agreement

32.01 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.

32.02 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 the UNION and the CITY to such future performance shall continue.

32.03 Effective July 1, 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 Department Head and Director of Human Resources. Neither the UNION nor the CITY waives any rights available to them for what may have occurred prior to July 1, 1980.

ARTICLE XXXIII

Performance Evaluations

33.01 A committee is to be formed to propose implementation of performance evaluations and its work is to be completed by June 30, 2002.

ARTICLE XXXIV

Enhanced Longevity

A Committee of six (6) to study and report to the Mayor no later than November 1, 2005. Said committee is to be comprised of three members appointed by the Mayor and three members from the UNION.

ARTICLE XXXV

Duration

34.01 This AGREEMENT shall be effective for three (3) years from July 1, 2006 to June 30, 2009 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 16th day of December 2009.

CITY OF NEWTON

NEWTON CITY HALL ASSOCIATES

Doors Newton

[Signature]

Pat Rooney

By [Signature] By
Mayor

Approved as to legal form
and character

Labor Counsel

CLASSIFICATION OF POSITIONS
LOCAL 3092
CITY HALL ASSOCIATES

<u>GRADE</u>	<u>POSITION TITLE</u>
S03	ACCOUNT CLERK RECEIPTS CLERK SENIOR CLERK
S04	ASSISTANT REGISTRAR OF VOTERS (ARV) BILLING CONTROL CLERK CUSTOMER SERVICE CLERK DATA CONTROL CLERK DATA CONTROL CLERK/SECRETARY DEEDS SPECIALIST FIRE PREVENTION CLERK MAIL CLERK/PURCHASE ORDER CLERK MUSEUM CLERK PAYROLL RECORDS CLERK PRINCIPAL CLERK TAX COMMITMENT CLERK TELLER UTILITIES CONTROL CLERK
S05	ACCOUNTING ASSISTANT ADMINISTRATIVE COORDINATOR/SR CENTER ARV & ELECTION COORDINATOR BILLING COORDINATOR BOOKKEEPER BUILDING CUSTODIAN BUSINESS RECORDS CLERK COMMUNITY DEVELOPMENT FACILITATOR DATA CONTROL SPECIALIST EXCISE PROCESSOR HEAD CLERK SUPERVISOR OF PAYROLLS PARKING TICKET CLERK REGISTRAR/VITAL STATISTICS CLERK SENIOR TAX COMMITMENT CLERK SENIOR TELLER
S06	ADMINISTRATIVE ASSISTANT ADMINISTRATIVE COORDINATOR ARV & DATA SUPERVISOR COMPUTER OPERATIONS SPECIALIST ELDERLY SERVICES COORDINATOR EXEMPTIONS COORDINATOR OFFICE INFORMATION COORDINATOR

OPERATIONS SUPERVISOR
PAYROLL AUDITOR
PAYROLL SUPERVISOR/DISPATCHER
PRESS OPERATOR
PRINCIPAL BOOKKEEPER
SENIOR BILLING CONTROL CLERK
SENIOR CENTER PARTICIPANT COORDINATOR
ZBA SECRETARY
ELECTIONS SPECIALIST/BOOKKEEPER

S06D

EMERGENCY TELECOMMUNICATOR
FIRE ALARM OPERATOR

S07

APPRAISAL TECHNICIAN
COMPUTER SYSTEMS TECHNICIAN
CUSTOMER SERVICE SUPERVISOR
HEAD BOOKKEEPER
PARTICIPANT COORDINATOR/SR CENTER
PAYROLL AUDITOR/ACCOUNTING
SENIOR ACCOUNT CLERK
SENIOR BUILDING CUSTODIAN
SENIOR CENTER SOCIAL WORKER
SENIOR PRESS OPERATOR
UTILITIES INSPECTOR
VETERANS SERVICES CONTACT OFFICER
YOUTH OUTREACH COUNSELOR

S08

ACCOUNTS SUPERVISOR
EXECUTIVE ADMINISTRATOR
COMMUNITY SOCIAL WORKER
HOUSING DEVELOPMENT PLANNER
PLANNER
PRINCIPAL ACCOUNTS CO-ORDINATOR
PROGRAMMER ANALYST
SANITARY INSPECTOR (2)
SUPERVISOR/ACCOUNTING

S09

DIRECTOR OF SPECIAL NEEDS
FINANCE REHAB OFFICER
LANDSCAPE DESIGNER
RECREATION PROGRAM MANAGER
REHAB SPECIALIST
SENIOR ENVIRONMENTAL PLANNER
SENIOR PLANNER
SENIOR SANITARY INSPECTOR (2)
YOUTH OUTREACH SUPERVISOR

S10

RECREATION AQUATICS MANAGER
BUILDING MAINTENANCE SPECIALIST

S11

ENERGY ENGINEER

LIBRARY POSITIONS

LS4	S04	PUBLIC RELATIONS ASSISTANT SENIOR LIBRARY ASSISTANT
LS5	S05	BOOKKEEPER COMPUTER OPERATIONS MANAGER ORDER CLERK SECRETARY ESL COORDINATOR
LS6	S06	BRANCH LIBRARIAN SUPERVISOR OF PAGES WEB SITE LIBRARIAN TECHNICAL SERVICES CLASSIFIER
LS7	S07	BRANCH LIBRARIAN I
LP8	S07	BRANCH LIBRARIAN II
LP8	S08	AUDIO VISUAL LIBRARIAN CHILDRENS LIBRARIAN PUBLIC RELATIONS MANAGER REFERENCE LIBRARIAN SOCIAL SERVICES LIBRARIAN STAFF LIBRARIAN/CHILDRENS
LP9	S09	ASSISTANT SUPERVISOR/CHILDREN ASSISTANT SUPERVISOR/CIRCULATION ASSISTANT SUPERVISOR/REFERENCE
LP11	S11	SUPERVISOR/CHILDRENS SUPERVISOR/CIRCULATION SUPERVISOR/REFERENCE SUPERVISOR/TECHNICAL SERVICES
LO5	S05	BUILDING CUSTODIAN
LO7	S07	SENIOR BUILDING CUSTODIANS

01/01/09

S-GRADE SALARIES

1.0%

STEP	S01	S02	S03	S04	S05	S06
1	470.25	514.24	562.31	614.87	672.37	735.23
2	489.86	535.63	585.73	640.50	700.38	765.87
3	509.43	557.09	609.16	666.11	728.41	796.56
4	529.05	578.51	632.61	691.74	756.42	827.15
5	548.63	599.93	656.00	717.35	784.42	857.77
6	529.75	621.36	679.44	742.96	812.45	888.42
7	587.83	642.79	702.88	768.57	840.48	919.04
8	600.95	656.74	717.72	784.41	857.39	937.13

STEP	S01	S02	S03	S04	S05	S06
1	24,453.04	26,740.47	29,240.21	31,973.28	34,963.48	38,231.71
2	25,472.89	27,852.74	30,457.96	33,305.86	36,419.58	39,825.05
3	26,490.59	28,968.65	31,676.44	34,637.72	37,877.11	41,421.37
4	27,510.42	30,082.40	32,895.61	35,970.30	39,333.91	43,011.66
5	28,528.78	31,196.14	34,111.93	37,302.15	40,789.98	44,604.29
6	27,547.18	32,310.60	35,331.11	38,634.00	42,247.53	46,197.61
7	30,567.03	33,425.05	36,549.55	39,965.86	43,705.06	47,790.21
8	31,249.45	34,150.32	37,321.68	40,789.26	44,584.51	48,730.94

STEP	S07	S08	S09	S10	S11	S06D	S08D
1	803.99	879.17	961.35	1,051.23	1,149.53	784.98	937.78
2	837.48	915.76	1,001.39	1,095.04	1,197.45	817.66	976.82
3	870.97	952.43	1,041.47	1,138.85	1,245.34	850.33	1,015.93
4	904.47	989.06	1,081.54	1,182.66	1,293.20	883.01	1,055.00
5	937.97	1,025.66	1,121.57	1,226.44	1,341.11	915.68	1,094.04
6	971.49	1,062.33	1,161.64	1,270.26	1,389.00	948.53	1,133.15
7	1,004.98	1,098.94	1,201.67	1,314.05	1,436.92	981.03	1,172.20
8	1,024.36	1,119.73	1,224.00	1,338.07	1,462.78	1,000.05	1,194.09

STEP	S07	S08	S09	S10	S11	S06D	S08D
1	41,807.66	45,716.59	49,990.22	54,663.99	59,775.47	40,818.91	48,764.35
2	43,549.04	47,619.73	52,072.51	56,942.05	62,267.30	42,518.38	50,794.38
3	45,290.43	49,526.53	54,156.23	59,220.19	64,757.66	44,217.15	52,828.31
4	47,032.56	51,431.14	56,240.00	61,498.09	67,246.61	45,916.63	54,859.87
5	48,774.66	53,334.30	58,321.56	63,774.69	69,737.70	47,615.41	56,889.92
6	50,517.48	55,241.13	60,405.30	66,053.42	72,228.08	49,323.56	58,923.84
7	52,258.89	57,144.99	62,486.90	68,330.72	74,719.89	51,013.67	60,954.66
8	53,266.64	58,226.04	63,648.07	69,579.58	76,064.60	52,002.77	62,092.87

12/9/2009

CHANEW

7/01/08

S-GRADE SALARIES

2.0%

STEP	S01	S02	S03	S04	S05	S06
1	465.59	509.15	556.74	608.78	665.72	727.95
2	485.01	530.33	579.93	634.16	693.44	758.28
3	504.39	551.57	603.13	659.51	721.19	788.68
4	523.81	572.78	626.34	684.89	748.93	818.96
5	543.20	593.99	649.50	710.25	776.66	849.28
6	562.59	615.21	672.72	735.61	804.41	879.62
7	582.01	636.43	695.92	760.96	832.16	909.94
8	595.00	650.23	710.62	776.64	848.91	927.85

STEP	S01	S02	S03	S04	S05	S06
1	24,210.94	26,475.72	28,950.70	31,656.71	34,617.31	37,853.18
2	25,220.68	27,576.97	30,156.40	32,976.10	36,058.99	39,430.74
3	26,228.29	28,681.83	31,362.81	34,294.77	37,502.09	41,011.26
4	27,238.04	29,784.56	32,569.91	35,614.16	38,944.47	42,585.81
5	28,246.32	30,887.27	33,774.19	36,932.82	40,386.12	44,162.66
6	29,254.63	31,990.69	34,981.30	38,251.49	41,829.24	45,740.21
7	30,264.39	33,094.10	36,187.67	39,570.16	43,272.34	47,317.04
8	30,940.05	33,812.20	36,952.16	40,385.41	44,143.08	48,248.46

STEP	S07	S08	S09	S10	S11	S06D	S08D
1	796.03	870.46	951.83	1,040.82	1,138.15	777.21	928.49
2	829.19	906.70	991.48	1,084.20	1,185.59	809.57	967.14
3	862.35	943.00	1,031.15	1,127.57	1,233.01	841.91	1,005.87
4	895.52	979.27	1,070.83	1,170.95	1,280.40	874.27	1,044.55
5	928.69	1,015.50	1,110.46	1,214.29	1,327.83	906.61	1,083.20
6	961.87	1,051.81	1,150.14	1,257.68	1,375.25	939.14	1,121.93
7	995.03	1,088.06	1,189.77	1,301.04	1,422.69	971.32	1,160.60
8	1,014.22	1,108.65	1,211.88	1,324.82	1,448.30	990.15	1,182.27

STEP	S07	S08	S09	S10	S11	S06D	S08D
1	41,393.72	45,263.95	49,495.27	54,122.76	59,183.63	40,414.76	48,281.53
2	43,117.86	47,148.25	51,556.94	56,378.27	61,650.79	42,097.41	50,291.47
3	44,842.01	49,036.17	53,620.03	58,633.85	64,116.50	43,779.36	52,305.26
4	46,566.89	50,921.92	55,683.17	60,889.20	66,580.80	45,462.01	54,316.70
5	48,291.74	52,806.24	57,744.12	63,143.26	69,047.23	47,143.97	56,326.65
6	50,017.31	54,694.19	59,807.23	65,399.43	71,512.95	48,835.21	58,340.44
7	51,741.48	56,579.20	61,868.22	67,654.18	73,980.09	50,508.58	60,351.15
8	52,739.24	57,649.54	63,017.89	68,890.67	75,311.49	51,487.89	61,478.09

12/9/2009

CHANEW

01/01/08

S-GRADE SALARIES

1.0%

STEP	S01	S02	S03	S04	S05	S06
1	456.47	499.17	545.83	596.85	652.66	713.67
2	475.50	519.93	568.56	621.72	679.85	743.42
3	494.50	540.76	591.30	646.58	707.05	773.21
4	513.54	561.55	614.06	671.46	734.25	802.90
5	532.55	582.34	636.77	696.32	761.43	832.63
6	551.56	603.14	659.53	721.18	788.64	862.37
7	570.60	623.95	682.27	746.04	815.84	892.10
8	583.33	637.48	696.68	761.41	832.26	909.66

STEP	S01	S02	S03	S04	S05	S06
1	23,736.21	25,956.59	28,383.04	31,035.99	33,938.54	37,110.96
2	24,726.16	27,036.25	29,565.10	32,329.51	35,351.95	38,657.59
3	25,714.01	28,119.44	30,747.85	33,622.32	36,766.75	40,207.12
4	26,703.96	29,200.54	31,931.28	34,915.84	38,180.85	41,750.79
5	27,692.47	30,281.64	33,111.95	36,208.65	39,594.24	43,296.73
6	28,681.01	31,363.42	34,295.39	37,501.46	41,009.06	44,843.34
7	29,670.97	32,445.20	35,478.11	38,794.27	42,423.86	46,389.25
8	30,333.39	33,149.22	36,227.61	39,593.54	43,277.53	47,302.41

STEP	S07	S08	S09	S10	S11	S06D	S08D
1	780.42	853.39	933.17	1,020.41	1,115.83	761.97	910.29
2	812.93	888.92	972.04	1,062.94	1,162.35	793.69	948.18
3	845.44	924.51	1,010.94	1,105.46	1,208.83	825.40	986.15
4	877.96	960.07	1,049.83	1,147.99	1,255.29	857.13	1,024.07
5	910.48	995.59	1,088.69	1,190.48	1,301.80	888.84	1,061.97
6	943.01	1,031.19	1,127.59	1,233.02	1,348.28	920.72	1,099.93
7	975.52	1,066.73	1,166.44	1,275.53	1,394.80	952.27	1,137.84
8	994.33	1,086.91	1,188.12	1,298.84	1,419.90	970.74	1,159.09

STEP	S07	S08	S09	S10	S11	S06D	S08D
1	40,582.08	44,376.42	48,524.77	53,061.53	58,023.17	39,622.31	47,334.83
2	42,272.41	46,223.77	50,546.02	55,272.81	60,441.96	41,271.97	49,305.36
3	43,962.75	48,074.68	52,568.66	57,484.17	62,859.31	42,920.94	51,279.67
4	45,653.81	49,923.45	54,591.34	59,695.29	65,275.29	44,570.60	53,251.67
5	47,344.84	51,770.82	56,611.88	61,905.16	67,693.36	46,219.58	55,222.21
6	49,036.58	53,621.75	58,634.54	64,117.09	70,110.74	47,877.66	57,196.51
7	50,726.94	55,469.80	60,655.12	66,327.63	72,529.50	49,518.22	59,167.79
8	51,705.14	56,519.16	61,782.25	67,539.87	73,834.79	50,478.32	60,272.64

12/9/2009

CHANNEW

7/01/07

S-GRADE SALARIES

2.0%

STEP	S01	S02	S03	S04	S05	S06
1	451.95	494.22	540.42	590.94	646.20	706.61
2	470.80	514.78	562.93	615.57	673.11	736.05
3	489.60	535.40	585.45	640.18	700.05	765.56
4	508.45	555.99	607.98	664.81	726.98	794.95
5	527.27	576.57	630.46	689.43	753.89	824.39
6	546.10	597.17	653.00	714.04	780.83	853.83
7	564.95	617.77	675.52	738.66	807.77	883.27
8	577.56	631.17	689.79	753.88	824.02	900.66

STEP	S01	S02	S03	S04	S05	S06
1	23,501.20	25,699.59	28,102.02	30,728.70	33,602.51	36,743.52
2	24,481.35	26,768.56	29,272.38	32,009.42	35,001.93	38,274.84
3	25,459.42	27,841.03	30,443.42	33,289.43	36,402.72	39,809.03
4	26,439.56	28,911.43	31,615.13	34,570.14	37,802.82	41,337.42
5	27,418.29	29,981.82	32,784.11	35,850.15	39,202.22	42,868.05
6	28,397.04	31,052.89	33,955.83	37,130.16	40,603.03	44,399.35
7	29,377.20	32,123.96	35,126.84	38,410.17	42,003.82	45,929.95
8	30,033.06	32,821.01	35,868.92	39,201.52	42,849.04	46,834.07

STEP	S07	S08	S09	S10	S11	S06D	S08D
1	772.70	844.94	923.93	1,010.31	1,104.78	754.42	901.27
2	804.88	880.12	962.41	1,052.41	1,150.84	785.83	938.79
3	837.07	915.36	1,000.93	1,094.52	1,196.86	817.23	976.38
4	869.27	950.56	1,039.44	1,136.62	1,242.87	848.64	1,013.93
5	901.46	985.74	1,077.91	1,178.70	1,288.91	880.04	1,051.45
6	933.67	1,020.98	1,116.42	1,220.81	1,334.93	911.61	1,089.04
7	965.86	1,056.17	1,154.90	1,262.90	1,380.99	942.85	1,126.58
8	984.48	1,076.15	1,176.36	1,285.98	1,405.84	961.13	1,147.61

STEP	S07	S08	S09	S10	S11	S06D	S08D
1	40,180.28	43,937.05	48,044.33	52,536.17	57,448.68	39,230.01	46,866.17
2	41,853.87	45,766.11	50,045.56	54,725.55	59,843.52	40,863.34	48,817.19
3	43,527.48	47,598.69	52,048.18	56,915.02	62,236.94	42,495.98	50,771.95
4	45,201.79	49,429.16	54,050.83	59,104.25	64,629.00	44,129.31	52,724.43
5	46,876.08	51,258.24	56,051.37	61,292.24	67,023.13	45,761.96	54,675.46
6	48,551.07	53,090.84	58,054.00	63,482.27	69,416.57	47,403.62	56,630.21
7	50,224.69	54,920.59	60,054.57	65,670.92	71,811.39	49,027.94	58,581.97
8	51,193.21	55,959.56	61,170.54	66,871.16	73,103.75	49,978.53	59,675.87

12/9/2009

CHANEW

7/01/06

S-GRADE SALARIES

2.0%

STEP	S01	S02	S03	S04	S05	S06
1	443.08	484.53	529.83	579.35	633.53	692.75
2	461.56	504.69	551.89	603.50	659.92	721.62
3	480.00	524.91	573.97	627.63	686.33	750.55
4	498.48	545.09	596.06	651.77	712.72	779.36
5	516.94	565.27	618.10	675.91	739.11	808.22
6	535.39	585.46	640.19	700.04	765.52	837.09
7	553.87	605.66	662.27	724.17	791.93	865.95
8	566.23	618.80	676.26	739.09	807.86	883.00

STEP	S01	S02	S03	S04	S05	S06
1	23,040.39	25,195.67	27,551.00	30,126.18	32,943.64	36,023.06
2	24,001.32	26,243.69	28,698.41	31,381.78	34,315.62	37,524.35
3	24,960.22	27,295.13	29,846.49	32,636.70	35,688.94	39,028.46
4	25,921.14	28,344.53	30,995.23	33,892.29	37,061.59	40,526.88
5	26,880.68	29,393.94	32,141.28	35,147.21	38,433.55	42,027.50
6	27,840.23	30,444.01	33,290.03	36,402.12	39,806.88	43,528.77
7	28,801.18	31,494.08	34,438.08	37,657.03	41,180.21	45,029.36
8	29,444.17	32,177.46	35,165.61	38,432.85	42,008.86	45,915.75

STEP	S07	S08	S09	S10	S11	S06D	S08D
1	757.55	828.38	905.81	990.50	1,083.12	739.63	883.60
2	789.10	862.86	943.54	1,031.78	1,128.27	770.42	920.38
3	820.65	897.41	981.30	1,073.06	1,173.40	801.21	957.24
4	852.22	931.92	1,019.06	1,114.33	1,218.50	832.00	994.05
5	883.79	966.41	1,056.78	1,155.59	1,263.63	862.78	1,030.83
6	915.37	1,000.96	1,094.53	1,196.88	1,308.76	893.73	1,067.69
7	946.92	1,035.46	1,132.25	1,238.14	1,353.91	924.36	1,104.49
8	965.18	1,055.04	1,153.29	1,260.77	1,378.28	942.28	1,125.11

STEP	S07	S08	S09	S10	S11	S06D	S08D
1	39,392.43	43,075.54	47,102.28	51,506.05	56,322.24	38,460.79	45,947.23
2	41,033.22	44,868.74	49,064.27	53,652.50	58,670.13	40,062.10	47,860.00
3	42,674.00	46,665.38	51,027.63	55,799.04	61,016.61	41,662.72	49,776.41
4	44,315.48	48,459.96	52,991.01	57,945.34	63,361.76	43,264.03	51,690.62
5	45,956.93	50,253.18	54,952.32	60,090.43	65,708.95	44,864.66	53,603.40
6	47,599.09	52,049.84	56,915.70	62,237.52	68,055.46	46,474.14	55,519.81
7	49,239.89	53,843.71	58,877.03	64,383.25	70,403.32	48,066.61	57,433.31
8	50,189.42	54,862.31	59,971.12	65,559.96	71,670.34	48,998.56	58,505.76

APPENDIX C

ADOPTION/PATERNITY LEAVE

11-30-92

1. PURPOSE

This policy is to establish the conditions under which an employee may qualify for an unpaid adoption/paternity leave of absence and be eligible to utilize accrued vacation leave benefits.

An eligible employee is to be granted an unpaid adoption/paternity leave of absence and is to be reinstated to his/her previous position (or one of like status) and pay subject to the following conditions:

- 1.1 The employee must have been employed continuously in a position adoption/paternity leave of absence.
- 1.2 The maximum time permitted for this adoption/paternity leave is twelve continuous weeks commencing with the start of the adoption/paternity leave. An employee returning to work upon the expiration of this adoption leave, or sooner, will be entitled to the same job assignment in the same classification (or one of like status) which he/she held at the beginning of his/her leave of absence.
- 1.3 The prospective parent may use accumulated vacation time during such leave.
- 1.4 An employee failing to return from an adoption/paternity leave of absence by the expiration date or unless properly authorized extension has been granted will be treated as a "voluntary quit".

2. SCOPE

All employees who meet eligibility requirements.

3. PROCEDURE

3.1 Employee

- 3.1.1 Give two (2) weeks* notice of his/her expected departure date and notice that he/she intends to return to his/her job.

*It should be noted under normal adoption agency policies this two week notice may not be possible, so therefore, the prospective parent should inform their appropriate Department Head when they have been informed that they are on a short waiting list.

- 3.1.2 Fills out a "Request for Adoption/Paternity Leave" (See Attachment 1).
- 3.1.3 Contacts the Human Resources Department and makes the necessary arrangements for the Payment of premiums and continuation of benefits for health and life insurance for any unpaid portion of the leave.
 - a. Is not eligible for holiday pay during the unpaid leave period.
 - b. Special and vacation leave will not accrue during the unpaid leave period.

- c. Insurance benefits will lapse if premiums are not paid.
- d. Longevity payments as well as the clothing allowance where applicable will be calculated and prorated according to the number of weeks actually worked within that calendar year.

3.2 Department Head/Supervisor

- 3.2.1 Ascertains that the employee is eligible for a adoption/paternity leave of absence.
- 3.2.2 Signs the "Request for Adoption/Paternity Leave", insures that the amount of accumulated vacation leave as indicated is correct, and forwards it to the Human Resources Department.
- 3.3.3 Arranges with the Human Resources Department for a temporary replacement while the employee is on leave, if needed.

3.3 Human Resources Department

- 3.3.1 Verifies the employee's eligibility for leave upon receiving the "Request for Adoption/Paternity Leave".
- 3.3.2 Sends letter to employee approving leave.
- 3.3.3 Assists the department in obtaining a temporary replacement when necessary.
- 3.3.4 Coordinates the employee's return with the Department Head.

CITY OF NEWTON

REQUEST FOR ADOPTION/PATERNITY LEAVE

Name:

Dept: _____ **Date:**

I hereby request a _____ week Adoption/Paternity Leave starting on _____ . It is my intention to return to work on _____ . It is my understanding that I may apply accrued vacation leave for payment during my Adoption/Paternity Leave.

I have _____ days of vacation leave accumulated and wish to apply _____ days toward this Adoption/Paternity Leave.

I understand that in the event I do not report for work at the expiration of this leave, unless a properly authorized extension has been granted, that my employment with the City of Newton will be terminated.

(Signature of Employee) (Date)

I have reviewed this request and have insured that the above named employee does, in fact, have the stated number of vacation days accumulated and meets eligibility requirements.

Department Head

Date

Benefits Manager

Date

Director of Human Resources

Date

LIBRARY

SUNDAY OVERTIME WORK

Saturday overtime will continue as it is currently being implemented.

The City's Library management will determine how many employees in the various classifications are required for this work.

The City and the Union agree that scheduled Sunday overtime will be equitably distributed within each classification of library employees, on an annual basis from September to the end of June.

In order to implement the understanding, the following is the procedure which will be followed:

1. Prior to September, the City will post a sign-up list for Sunday work for employees to sign who wish to volunteer to work on those days.
2. In making assignments, the volunteers will be scheduled first. Then, the other employees will be scheduled, as needed, by reverse seniority, in their appropriate classifications.
3. Records shall be kept for Sunday overtime. The Union may review these records, as needed.
4. At the beginning of each year, in August, non-volunteer employees will be assigned by reverse seniority. Then, as the year continues, following the reverse seniority list, employees will be assigned equitably, taking into account, any time worked on Sunday.
5. Employees who are scheduled to work on Sunday may find an appropriate employee to work for them. The scheduled employee, except for swaps, will be credited for that work.
6. The schedule for Sunday overtime may be amended from time to time based upon changed circumstances from when it was prepared only through impact bargaining.
7. The City reserves the right to modify or change the scheduling to assure that an appropriate number of experienced personnel are at work.
8. Library employees who were hired prior to January 1, 1990 will not be obligated to work Sundays under this agreement.

In scheduling employees to work, the City recognized its obligations under M.G.L. Chapter 151B.

**City of Newton
Health Benefits Proposal**

1. Effective January 1, 2007, certain co-pay increases will go into effect consistent with the City's proposal. On that same date, the premium payments for employees in the bargaining unit will be reduced to the levels paid by employees in other City bargaining units. Employees will have until February 28, 2007 to submit receipts for reimbursement of excess co-pay costs incurred by them from December 1, 2003 until December 31, 2006.

Health Insurance Changes: effective January 1, 2007

Current	Tier 1	Tier 2	Tier 3
<i>Retail</i>			
30 days	\$5	\$20	\$30
60 days	\$10	\$40	\$60
90 days	\$15	\$60	\$90
<i>Mail Order</i>			
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-payments 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 of \$1000 per individual and \$2500 per family.
- **Inpatient Admission Deductible** - \$150 Deductible for any inpatient admission with an out of pocket annual maximum of \$300
- **Contribution Rate** – remains at the current level of 80%/20%



GUARDIAN

Benefit Summary - City Of Newton Basic Plan Active Employees Group #438073

Type I Preventive	Type II Basic Restorative
Covered at 100% (PPO In-Network) Covered at 100% (Out-of-Network)	Covered at 100%* (PPO In-Network) Covered at 80%* (Out-of-Network)
Deductible: None	* After Calendar Year Deductible: \$25 Individual, \$75 Family
<p>Diagnostic:</p> <ul style="list-style-type: none"> Comprehensive Evaluation – Once every 36 months per dentist Periodic Oral Exams – Once every 6 months Full Mouth X-Rays – Once every 36 months Bitewing X-Rays – Once every 6 months Single Tooth X-Rays – As needed <p>Preventive:</p> <ul style="list-style-type: none"> Teeth cleaning - Once every 6 months Periodontal Cleaning -- Once every 3 months following active periodontal treatment, not to exceed 2 in a calendar year if combined with preventive cleanings Fluoride Treatments – Once every 6 months for members Space Maintainers (required due to the premature loss of teeth) – For members under age 14 Sealants – Unrestored permanent molars, once per tooth for members through age 19 	<p>Restorative:</p> <ul style="list-style-type: none"> Silver Fillings – Once every 24 months per surface per tooth White Fillings – Once every 24 months per surface per tooth on front teeth; single surface only on back teeth Temporary Fillings - Once per tooth Stainless Steel Crowns – Once every 24 months per tooth <p>Oral Surgery: <i>Oral surgical benefits not provided when rendered in a surgical day care or hospital setting</i></p> <ul style="list-style-type: none"> Simple Extractions Surgical Extractions <p>Periodontics:</p> <ul style="list-style-type: none"> Periodontal Surgery – <i>Periodontal benefits not provided when rendered in a surgical day care or hospital setting</i> Periodontal Scaling and Root Planing – Once in 24 months, per quadrant <p>Endodontics:</p> <ul style="list-style-type: none"> Root Canal Treatment - Once per tooth Vital Pulpotomy – Limited to deciduous teeth <p>Prosthetic Maintenance:</p> <ul style="list-style-type: none"> Bridge or Denture Repair – Once within 12 months, same repair Rebase or Reline of Dentures – Once within 36 months Re-cement of Crowns on Onlays – Once per tooth <p>Emergency Dental Care:</p> <ul style="list-style-type: none"> Minor Treatment for Pain Relief – Three occurrences in 12 months General Anesthesia – Allowed with covered surgical services only
Calendar Year Maximum: \$750 per Person	
Dependent child(ren) covered to age 20. Full-time students covered to age 26.	

- All out-of-network services are based on usual, reasonable and customary rates for given area.
- Dental Claims: PO Box 2459, Spokane, WA 99210-2459, phone 1-800-541-7846, fax 509-468-4590.
- Guardian has contracted with dental providers to provide discounts off services and procedures to Guardian dental plan members. To locate a provider, please reference our On-Line Provider Directory at www.GuardianLife.com.
- Pre-Determination Review: Guardian will gladly assist you and your dentist by determining what benefits could be payable for services and procedures over \$300. Have your dentist fax your treatment plan to Guardian, note that it is a pre-determination review, and we will let your dentist know what benefits would be payable.

DentalGuard General Limitations and Exclusions: This policy provides dental insurance only. Coverage is limited to those charges that are necessary to prevent, diagnose, or treat dental disease, defect, or injury. Deductibles apply. The plan does not pay for: oral hygiene services (except as covered under preventive services), cosmetic or experimental treatments, any treatments to the extent benefits are payable by any other payor or for which no charge is made, prosthetic devices unless certain conditions are met, and services ancillary to surgical treatment. The plan limits benefits for diagnostic consultations and for preventive, restorative, endodontic, periodontic, and prosthodontic services. The services, exclusions, and limitations listed above do not constitute a contract and are a summary only. The Guardian plan documents are the final arbiter of coverage. Contract #GP-1-DG200et al.

This handout is for illustrative purposes. A benefit booklet will be available on the City of Newton IntraNet and Internet. If there is a discrepancy between this handout and your benefit booklet, the benefit booklet prevails.



GUARDIAN

**Benefit Summary - City Of Newton
High Option Plan Active Employees
Group #438073**

Type I Preventive	Type II Basic Restorative	Type III Major Restorative
Covered at 100% (PPO In-Network) Covered at 100% (Out-of-Network)	Covered at 100%* (PPO In-Network) Covered at 80%* (Out-of-Network)	Covered at 60%* (PPO In-Network) Covered at 50%* (Out-of-Network)
Deductible: None	* After Calendar Year Deductible: \$50 / Individual; \$150 / Family	

<p>Diagnostic:</p> <ul style="list-style-type: none"> • Comprehensive Evaluation – <i>Once every 36 months per dentist</i> • Periodic Oral Exams – <i>Once every 6 months</i> • Full Mouth X-Rays – <i>Once every 60 months</i> • Bitewing X-Rays – <i>Once every 6 months</i> • Single Tooth X-Rays – <i>As needed</i> <p>Preventive:</p> <ul style="list-style-type: none"> • Teeth cleaning - <i>Once every 6 months</i> • Periodontal Cleaning – <i>Once every 3 months following active periodontal treatment, not to exceed 2 in a calendar year if combined with preventive cleanings</i> • Fluoride Treatments – <i>Once every 6 months for members</i> • Space Maintainers (required due to the premature loss of teeth) – <i>For members under age 14</i> • Sealants – <i>Unrestored permanent molars, once per tooth for members through age 19</i> 	<p>Restorative:</p> <ul style="list-style-type: none"> • Silver Fillings – <i>Once every 24 months per surface per tooth</i> • White Fillings – <i>Once every 24 months per surface per tooth on all teeth</i> • Temporary Fillings - <i>Once per tooth</i> • Stainless Steel Crowns – <i>Once every 24 months per tooth</i> <p>Oral Surgery: <i>Oral surgical benefits not provided when rendered in a surgical day care or hospital setting</i></p> <ul style="list-style-type: none"> • Simple Extractions • Surgical Extractions <p>Periodontics:</p> <ul style="list-style-type: none"> • Periodontal Surgery – <i>Periodontal benefits not provided when rendered in a surgical day care or hospital setting</i> • Periodontal Scaling and Root Planing – <i>Once in 24 months, per quadrant</i> <p>Endodontics:</p> <ul style="list-style-type: none"> • Root Canal Treatment - <i>Once per tooth</i> • Vital Pulpotomy – <i>Limited to deciduous teeth</i> <p>Prosthetic Maintenance:</p> <ul style="list-style-type: none"> • Bridge or Denture Repair – <i>Once within 12 months, same repair</i> • Rebase or Reline of Dentures – <i>Once within 36 months</i> • Re-cement of Crowns on Onlays – <i>Once per tooth</i> <p>Emergency Dental Care:</p> <ul style="list-style-type: none"> • Minor Treatment for Pain Relief – <i>Three occurrences in 12 months</i> • General Anesthesia – <i>Allowed with covered surgical services only</i> 	<p>Prosthodontics:</p> <ul style="list-style-type: none"> • Dentures – <i>Once within 60 months</i> • Fixed Bridges and Crowns (when part of a bridge) – <i>Once within 60 months</i> <p>Major Restorative:</p> <ul style="list-style-type: none"> • Crowns (when teeth cannot be restored with regular fillings) – <i>Once within 60 months per tooth</i> • Dental Implants
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**Calendar Year Maximum: \$1500 per Person
Maximum Rollover Benefit Included**

Dependent child(ren) covered to age 20.
Full-time students covered to age 26.