

CITY OF NEWTON
AND
TEAMSTERS LOCAL 25
MEMORANDUM OF AGREEMENT

The City of Newton (the "City") and Teamsters Local 25, enter into the following Memorandum of Agreement ("MOA") for a two-year collective bargaining agreement for the term of July 1, 2018 to June 30, 2020 (FY19 and FY20) under the following terms and conditions:

1. Article XXIV (Wages)

Effective July 1, 2018 - 2% added to base wage.

Effective July 1, 2019 - 2% added to base wage.

Both parties agree that if any municipal union settles, through the regular bargaining process, on a COLA greater than 2% for FY20, the parties will reopen this MOA for the sole purpose of discussing the COLA.

Signing bonus of \$350 for all Teamsters Local 25 members of record as of the date of execution of this MOA, to be paid within thirty (30) days of the City funding the signed and fully ratified MOA.

2. Article VII: Special Leave

A. Retitle Article to Special Leave/Personal Leave.

B. Effective January 1, 2020, *Remove* Section 7.02b.

C. Effective January 1, 2020, In Sections 7.02a, 7.02c and 7.06a *replace* the words "five years" with the words "one year."

D. Effective January 1, 2020, In Section 7.02c(4), *replace* the word "fifth" with the word "first."

E. Effective January 1, 2020, *Remove* Section 7.02c(5)

F. Effective upon ratification, *Add* new Section 7.12: "Special leave shall be taken in no less than 1-hour increments."

G. Effective January 1, 2020, *Add* new Section 7.13: "Employees shall be entitled to two (2) additional personal business days per year not charged to special leave time, subject to the following:

- (a) every such absence shall be requested no later than the third working day in advance or such earlier time period as the department head may require;
- (b) the scheduling of personal business days shall be at the reasonable discretion of the department head;
- (c) in the event of an emergency or unforeseen circumstances, notification of a personal business day must occur fifteen minutes prior to the commencement of the workday on the day of the personal business usage;

- (d) additional personal business days must be used in each calendar year;
- (e) additional personal business days shall not accrue; nor can they be carried over each year. Unused personal leave days will be forfeited; and
- (f) unused additional personal business days shall also not be paid out at the time of separation from employment."

3. Article XII, Promotions

Replace Section 12.05 with the following:

"Promoted employees shall maintain their step number when being promoted to a new grade so long as the increase is no less than 4.25%. If the increase is less than 4.25%, then the formula below shall apply as of the effective date of the promotion:

- Multiply the employee's current base salary by 4.25%
- Add the 4.25% of the current base salary
- Take the new total and round up to the next higher step that provides at least a 4.25% increase."

All current employees who were promoted during their employment with the City will be reviewed for applicability with this new language, and if an adjustment to the employee's step needs to be made, such adjustment will take place upon ratification.

4. Article XXII: Safety Committee

Replace sections 22.01, 22.02 and 22.03 with the following:

"A Safety Committee composed of two (2) representatives of the Union and two (2) representatives of the City shall be established. Said Committee shall appoint its own chairperson and meet regularly to review safety practices. Said committee may draw up a safety code, which will become effective upon mutual agreement between the City and the Union."

5. Article XLI, Sanding and Plowing

Effective upon ratification, Replace section 41.03 with the following:

"A premium of \$7.50 per hour will be paid for all bargaining unit members involved in snow/ice operations."

6. Article XLVII (Duration)

Effective dates: July 1, 2018 to June 30, 2020.

7. Training Fund

The City will contribute \$0.10 per hour for each employee to the Teamsters Local 25 Training Fund (the "Training Fund") from the first hour of employment up to a maximum of forty (40) hours per week. In exchange, the Training Fund will provide training courses to employees of the Departments of Public Works, Parks and Recreation and Buildings. In addition to the following examples, the City may request specific training classes applicable for their employees:

- OSHA 10
- CDL Class A, CDL Class B
- Hoisting (Class 1c-forklift/2a-excavator/Class 2b-backhoe/front loader)
- First Aid/CPR/ARD

This list is not intended to limit the amount or type of course offered and/or requested. The training will be conducted in City buildings or on City property and will be scheduled to avoid or minimize disruption to departmental operations.

The City will indicate requests for training but may approve reasonable programs suggested by the Teamsters Local 25. In advance of all training programs, the Teamsters Local 25 will provide the City with the qualifications/verifications of the trainer and the copy of the training to be provided. The City's participation in the Training Fund will begin on January 1, 2020 and expire on December 31, 2020, unless both parties agree to extend the expiration date.

Teamsters Local 25 agrees to provide the City with any documents that are required by federal, state or local law for the procurement of training services to the City.

8. Re-Classification Study

The parties agree to establish a working committee, upon the execution of this MOA, to determine the parameters by which a re-classification and compensation study will be conducted.

9. Hours of Work

Add a new Section 21.04 titled Summer Work Schedule as follows (and change existing Section 21.04 to Section 21.05):

"21.04 Starting on the first Monday in June of each year through the last Friday of September of each year, employees will work a 40-hour per week, four (4) day per week, ten (10) hours per day schedule.

There shall be two (2) concurrent workweeks:

- (1) Monday through Thursday, 6:00 a.m. through 4:00 p.m.; and
- (2) Tuesday through Friday, 6:00 a.m. through 4:00 p.m.,

exclusive of a lunch period provided for in Article XIII of this Agreement.

- A. The Department shall send notice by March 31st of each year to all members of the bargaining unit that this section applies to, allowing employees to bid for preferred workweeks. The City shall determine which classifications and number of positions will be needed for each division and workweek, and all available classification slots will be included in the bidding notice to employees. All employees interested in submitting their workweek of choice, where applicable, shall respond no later than the second Friday in April of each year. Any employee who does not submit their schedule of choice will be assigned by the Department. Assignments will be determined and shared with applicable staff no later than seven (7) days prior to the start of the summer schedule. Bidding shall be based on seniority in accordance with Article XI of this Agreement.

- B. For Holidays set forth in Article V of this Agreement that occur during the Summer Work Schedule, employees shall be compensated at the rate of ten (10) hours' pay (or in the case of a half holiday, five (5) hours' pay). The provisions of Section 5.02 of this Agreement pertaining to a holiday that occurs on an employee's day off shall apply to the Summer Work Schedule.
- C. Paid leave time, to include special leave, personal days and bereavement leave under Articles VII and VIIA of this Agreement and vacation under Article XXXIV of this Agreement, used during the Summer Work Schedule shall be used hour-for-hour (for instance, one (1) vacation day shall equal ten (10) hours of leave during the Summer Work Schedule).
- D. Overtime during this period shall be calculated in accordance with Article XVI of this Agreement. Overtime shall not be paid for work regularly performed for the two (2) additional hours per day under the 4-day Summer Work Schedule.
- E. Notwithstanding the foregoing, positions in these departments will be subject to the following modified Summer Work Schedules, all exclusive of a lunch period provided for in Article XIII of this Agreement:

(a) Department of Public Works

Transportation Division: The Parking Meter Crew (Working Foremen and Parking Meter Repair) shall all be assigned by the City to the same workweek of 5:00 AM to 3:00 PM, Monday through Thursday.

Transportation Division: The Pavement Marking Crew (Working Foreman and SHMEO) shall be assigned by the City to the same workweek of 6:00 AM to 4:00 PM, Monday through Thursday.

Highway Division: Street Sweepers and Working Foremen shall all be assigned by the City to the same workweek of 5:00 AM to 3:00 PM, Tuesday through Friday.

Sustainable Materials Management: The Site Attendant at the Rumford Avenue worksite shall be assigned by the City to a workweek of 6:00 AM to 4:00 PM, Wednesday through Saturday. SHMEOs assigned to the Rumford Avenue worksite shall all be assigned by the City to the same schedule of 6:00 AM to 4:00 PM, Tuesday through Friday.

Utilities Division: The Meter Repairmen and Working Foremen-Water Meters shall all be assigned by the City to the same workweek of 6:00 AM to 4:00 PM, Monday through Thursday.

(b) Buildings Department

All members of the bargaining unit in the Buildings Department shall be assigned by the City to a workweek of 5:00 AM to 3:00 PM, Monday through Thursday.

(c) Parks and Recreation Department

Community Beautification Division: Staff members working in this division shall be assigned by the City to a workweek of 5:00 AM to 3:00 PM, either Monday through Thursday or Tuesday through Friday, and they may bid on their respective work weeks by seniority pursuant to Paragraph A, above.

Forestry Division: Staff members working in this division shall be assigned by the City to the same workweek of 5:30 AM to 3:30 PM, Monday through Thursday.

F. The Summer Work Schedule shall not apply to the Time/Construction Clerk."

The parties shall meet no later than thirty (30) days prior to the effective date of the first Summer Work Schedule in 2020 to discuss implementation of the same.

The parties further agree to reopen this MOA in the event either party finds that the revised Section 21.04 set forth herein either materially conflicts with any term or condition of the existing collective bargaining agreement between the parties, or creates a substantial operational or financial hardship for the City, for the sole purpose of addressing these specific issues.

11. Heat Day Policy

Eliminate "heat day policy" and replace with OSHA guidance.

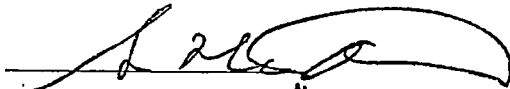
12. Housekeeping

The parties agree to meet following the execution of this MOA, to jointly review the existing collective bargaining agreement and other MOAs/attachments/amendments for the purpose of "housekeeping" edits and incorporation, where applicable and appropriate.

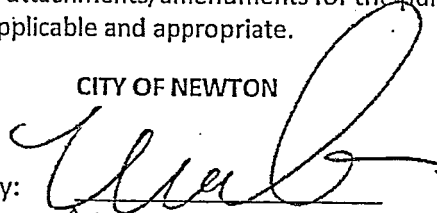
TEAMSTERS LOCAL 25

CITY OF NEWTON

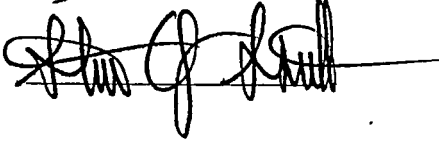
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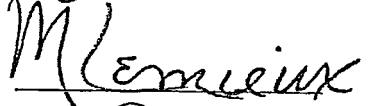
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Date:

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