

City of Newton
Memoranda of Agreement
Foreman, AFSCME Local 2443
7/14/2011

Two year contract July 1, 2009 to June 30, 2011:

7/1/2010	Longevity - Increase longevity payments as follows:	
5-9 years	new rate	\$675
10-14 years	new rate	\$825
15-19 years	new rate	\$975
20-24 years	new rate	\$1175
25-29 years	new rate	\$1350
30 + years	new rate	\$1600

Three year contract July 1, 2011 to June 30, 2014:

7/1/2011

1. Health Insurance Changes:

- 75%-25% Contribution rate for all new employees
- Mandatory mail order for all maintenance medications
- Specialist Office visits – new \$35 co-pay/visit
- Outpatient day surgery co-pay –new \$100 co-pay
- A one- time payment of \$500 to current subscribers of POS individual plan, a one- time \$1000 payment to current subscribers of the POS family plan to switch to an EPO or HMO plan by August 1st 2011 and for the duration of this agreement.

- **IAC recommended health plan changes:**
 - Deductible of \$250/\$500, with an annual out of pocket max of \$1000/\$2500
 - Physician Office visits – increase of \$5 from \$15 to \$20/visit
 - Preventative care - \$0 co-pay
 - Emergency Room co-pay increase of \$50 to \$100/visit
 - 30 day Prescription drug co-pay increase
 - Tier 1 - \$15
 - Tier 2 - \$30
 - Tier 3 - \$50
 - The City agrees that in return for the changes listed above, it will not seek further changes in the terms and conditions of the health insurance plans offered by it to its bargaining unit employees without the express written assent of the Association until at the earliest, negotiations for a successor to the 2011 – 2014 collective bargaining agreement. Further, should any federal or state law be enacted purporting to allow any such changes prior to the negotiations for a successor agreement, the City will not pursue any such changes unless it is legally compelled to do so.

2. Wages:

- 1% COLA
- Salary step advancement for employees with an anniversary date on any day from July 1, 2011 – December 31, 2011, who are eligible for step advancement on such anniversary date, shall be delayed until January 1, 2012 at which time each such eligible employee shall advance one step, and January 1st shall become those employees' new anniversary date for future step advancement.
- Contingent upon ratification by 7/22/2011, each member of the bargaining unit shall receive a lump sum payment of \$750, on or about the first pay period in October.
- Effective 6/30/12, \$750 shall be "rolled" into or added to the annual base wage of each member of the bargaining unit.
- Effective 10/1/2011, the two Highway Superintendent positions currently graded C-10 shall be re-graded to C-11 and the parties agree to jointly update the job descriptions.

3. Compensatory Time: add Article 17.02c to read:

Employees may request to take compensatory time off in lieu of overtime compensation. Employees may bank up to five (5) days of comp time at all times. Employees, with the approval of the Commissioner, may carry over up to five (5) days of comp time into the next fiscal year.

4. Religious Days: Delete religious days and increase number of personal days from to 2 days to 5 personal days.

5. Bereavement Leave: Amend Article 7A.01 to read:

An employee shall be entitled to paid bereavement leave during absence from work for a period not exceeding five (5) days due to the death of a parent, step-parent, spouse, child, step-child, or brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparent, grandparent-in-law, grandchild, brother-in-law or sister-in-law. Every such absence shall be approved and certified to by the head of the department in which the employee works.

6. Snow Premium: Add 25.07 to read:

A snow premium of \$4.00 per hour for the first eight hours and a \$5.00 premium per hour starting at the ninth hour will be paid for all bargaining unit members involved in snow and/or ice operations.

7. Third Party Work: (Effective thirty (30) days after ratification of this agreement) Article 17.06 to read:

The City shall pay an hourly stipend of \$55 per hour for third party work done after normal work hours and on weekends (not during the normal work day) Third party work is defined as work paid by one of the following sources: add new item number five (5) to read:

5. All private funding - excluding Ch. 90 funding

*du 7/15/2011
JMD 7-15/11*

7/1/2012

1. Wages:

- 2.5% COLA
- No steps

Health Insurance Changes:

- POS Flat rate equal to HMO rate
- Introduce a limited network plan as recommended by the IAC

7/1/2013

Wages

- 2% COLA
- No steps
- Effective June 30, 2014, a new step 9, calculated at three percent (3%) more than the then existing Step 8, shall be added to the salary scale at each grade. Employees who have been at Step 8 for at least one year as of June 30, 2014, and who have twenty-five (25) or more years of service as of that date, shall move to Step 9 on July 1, 2014, which shall be their adjusted anniversary date. Employees who have been at Step 8 for at least one year as of June 30, 2014, and who between fifteen (15) and twenty-five (25) years of service as of that date, shall move to Step 9 on October 1, 2014, which be their adjusted anniversary date. All other employees who been at Step 8 for at least one year as of January 1, 2015 shall move to Step 9 on that date, which shall be their adjusted anniversary date.

Signed on this 15th day of July 2011:

For Foreman,
AFSCME Local 2443

J M Jasset
Ronald Lane
Cotney Outenell
China Wang
Ben Mahony
William Lowell

For the City of Newton

Maura Lemieux
Don Hewitt

