

Agreement

Between

the City of Newton

and

Newton Public Health Nurses

Professional Unit

of Massachusetts Nurses Association

Contract 1 (Attachment B)

July 1, 2019 – June 30, 2020

Contract 2

July 1, 2020 – June 30, 2023

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AGREEMENT

AGREEMENT entered into between the CITY OF NEWTON, a municipal corporation organized under the laws of the Commonwealth of Massachusetts (hereinafter referred to as the "EMPLOYER") and the MASSACHUSETTS NURSES ASSOCIATION (hereinafter referred to as "MNA").

ARTICLE I
Recognition

1.01 The EMPLOYER hereby recognizes the MNA as the sole and exclusive bargaining representative with respect to salaries, hours and other conditions of employment for all registered nurses employed as public health and school nurses by the Employer in the Department of Health excluding the Director of Clinical Services, Supervisory Nurses, Nurse Consultants and all other employees.

ARTICLE II
Union Dues and Agency Fee

2.01 Upon receipt by the EMPLOYER of a signed voluntary authorization by an employee, the EMPLOYER agrees to deduct the weekly MNA membership dues levied in accordance with the Constitution of the MNA from the pay of said employee and remit the aggregate amount to the Treasurer of the MNA along with a list of employees from whose pay said dues have been deducted. Such remittance shall be made by the 10th of the succeeding month.

2.02 An authorization may be revoked by an employee by sending a signed written notice thereof to the City Treasurer, said revocation to take effect sixty (60) days after receipt thereof. The EMPLOYER shall send a copy to the MNA.

The following authorization of dues form shall be used:

MNA Dues
Authorization for Payroll Deduction

By: _____
Last Name First Name Middle Name

To: _____

Employer: _____

Effective: _____ Date: _____

I hereby request and authorize you to deduct from my earnings once each month, or as otherwise provided in this AGREEMENT, an amount established by the MNA as dues. The amount deducted shall be paid to the Treasurer

of the MNA.

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, all members of the bargaining unit who are not members of the MNA may voluntarily execute an authorization for an Agency Service Fee. Said fee shall be 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 certified by the Association. The Union agrees to hold the City harmless for any liabilities civil or criminal, which may arise out of the implementation of this Article.

2.04 Upon execution of the new Agreement, the City will provide the Union with a list of the names and addresses of all members of the bargaining unit. The City will update this list yearly upon the request of the Union.

ARTICLE III

Grievance and Arbitration Procedure

3.01 A grievance shall be defined as a dispute between the parties of this AGREEMENT involving an alleged violation of a specific provision of this AGREEMENT. Any such grievance shall be settled in the following manner:

All grievances shall be submitted in writing and shall state the specific contract provisions that are being violated, in what manner those provisions are being violated, and what remedy is being sought. All grievances must be filed within five (5) working days after the circumstances giving rise to when the grievance first occurred, or when the grievant should have been aware of its occurrence, or it shall be deemed waived. Any grievance shall also be deemed to have been waived or settled if the action required by the ASSOCIATION or the employee to present it to the next level of the procedure shall not have been taken within the time specified therefore. If a grievance is once waived or settled at any of the following steps, it shall be considered closed and it shall not thereafter be subject to the grievance procedure or to arbitration. The City may assert the ASSOCIATION'S failure to comply with the grievance or arbitration procedures at any stage of the procedure.

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

STEP 1. The MNA representative, with or without the aggrieved employee, shall take up the grievance or dispute in writing with the employee's immediate department head within five (5) working days of the date of the grievance or the employee's knowledge of its occurrence. The Department Head shall attempt to adjust the matter and shall respond to the MNA within three (3) working days from receipt thereof.

STEP 2. If the grievance still remains unadjusted, the MNA shall present it to the Mayor or his designee, in writing, within five (5) working days after the response of the department head is due or is received by the employee or his representative, whichever occurs first. The Mayor or his designee shall respond in writing to the MNA within ten (10) working days from the receipt thereof.

STEP 3. If the grievance is still unsettled either party may, within twenty-five (25) days from the date of receipt of the grievance by the Mayor or his designee or within fifteen (15) days from the date the MNA has received the Mayor's or his designee response, whichever is sooner, by written notice to the other, request arbitration. Failure by the MNA to request arbitration in writing within the prescribed time shall constitute a waiver of the grievance.

3.02 The arbitration proceeding shall be conducted by an arbitrator to be selected by the EMPLOYER and the MNA within seven (7) days after notice has been given. If the parties fail to select an arbitrator, either party may submit the grievance to the American Arbitration Association for determination in accordance with their rules and regulations.

3.03 The arbitrator shall have jurisdiction over disputes arising out of grievances as defined in this Article. The function of the arbitrator is to determine whether or not there has been a violation of a provision of this AGREEMENT not excluded from arbitration.

The arbitrator shall be without power and authority to do the following:

- A. To add to, alter, subtract from, or amend the terms of the written Agreement.
- B. To modify, alter, or negate decisions of the City which are made pursuant to its rights or authority under the law and/or its management rights that are not accepted by this AGREEMENT.
- C. To make an award which violates any of the City's policies except as they may

be governed by this AGREEMENT.

- D. To make an award which may cause or require the City to violate State, Federal or common law, or any rules, regulations, or decisions issued under the authority of the Commonwealth of Massachusetts or of the United States government, all of which are hereby incorporated by reference.
- E. To rule on an issue which is reserved by law for the City to decide, or which has been expressly excluded from the grievance and arbitration provisions of this AGREEMENT.
- F. To rule on a violation which occurred prior to the effective date of this AGREEMENT, and/or to award any relief for any period of time prior to the date of the submission of the grievance.
- G. The arbitrator may not substitute his judgment for that of the City or its agents when they exercise their judgment pursuant to their reserved rights or to their authority under the law.
- H. The decision of the arbitrator, if within the scope of his jurisdiction shall be final and binding upon the parties hereto and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument and the submission of briefs.
- I. Compensation for the services of the arbitrator will be borne equally by the City and the ASSOCIATION, but each party shall bear its own expenses for the presentation of its own case.

3.04 Grievances involving disciplinary action shall be processed beginning at the first 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 here-in-above set forth.

3.05 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 MNA will continue its policy of accepting into voluntary membership all eligible persons in the unit without regard to handicap, race, color, creed, national origin, sex, or marital status. The MNA will represent equally all persons without regard

to membership, participation in or activities in the MNA.

4.02 The EMPLOYER agrees to continue its policy of not discriminating against any person on the basis of handicap, race, creed, color, national origin, sex, marital status or participation in or association with the activities of the MNA.

ARTICLE V
Special Leave

5.01 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 her/his family, certain religious observances, or personal business in accordance with this Article.

5.02 All employees who work 181 days/year shall accumulate special leave at the rate of 12.5 days per year.

5.03 All first year school nurses will accrue 4 days on September 1 or the first day of the school year, an additional 4 days on December 1st and an additional 4.5 days on March 1st. Any nurse starting after the first day of school will have their special leave prorated to the number of months left in the school year. This clause only applies to school nurses.

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

5.05 When an employee of the City is absent from her/his duties on account of disability because of sickness or injury, she/he shall promptly notify her/his department head or such other person as her/his department head shall designate and it shall be the duty of the head of the department in which such official or employee works, promptly to notify the City Human Resources Department 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 status reports. When an employee is absent due to illness or injury in excess of three (3) consecutive days, she/he must present a medical certificate from her/his physician indicating the employee's clearance to return to work or obtain authorization from the City Human Resources Department to return to work. During such absence no salary or wage shall accrue to such employee except during such periods of authorized special leave in accordance with this Article.

No person shall be entitled to any compensation or benefits under this Article for any period of

disability resulting in whole or in part from any of the following:

- a. The voluntary use of intoxicating liquor, drugs or narcotics.
- b. Self-inflicted injuries other than accidental.
- c. Injuries sustained while engaged in or resulting from or arising out of the commission by such person of a felony or of a misdemeanor involving moral turpitude.
- d. Injuries sustained while engaged in or resulting from or arising out of the violation of any lawful rule or regulation of the department in which employed.
- e. Injuries sustained as a result of reckless, improper, or vicious conduct or illegal or immoral practices.

5.06 Family Illness Every employee shall be entitled to use special leave to the extent of five (5) 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.

If the employee has children of a prior marriage, or blood relative parents who do not reside in the same household, she/he shall inform the Department Head at which address and telephone number she/he will be located because of her/his required absence from work.

"Required absence" is defined as the necessity of the personal attendance of the employee for the personal care of the seriously ill member of the family because of the unavailability of any other adult family member or other source of care.

The City may require a medical certificate setting forth the nature of the illness and certifying the need of the employee to remain at home. "Illness" is defined as one requiring the immediate and continuous availability of an adult person to furnish necessary medical care.

5.07a. The City will record employee absences from work due to their attendance of an ill member of the family. Said absence(s) as well as any other reason for absence shall be included in making determinations of whether or not there is excessive absenteeism of the employee.

5.07b. No salary or wage shall accrue to any employee under paragraph 5.06 of this Article unless the City Physician shall find that the absence of such employee from work is justified by reason of sickness or injury.

5.07c. The federal Family Medical Leave Act (FMLA) provides unpaid leaves of absence to care for members of the employee's family. The provisions in this section are not in addition to the leave provided in that Act. The number of paid days permitted in this section are to be counted as a part of those days of leave permitted in the Family Medical Leave Act.

5.08 Personal Leave: In any calendar year, an employee may be granted up to two (2) days of non-cumulative paid leave from their special leave bank to conduct personal business under the

following conditions:

It is recognized that the absence of the employee from work interrupts and diminishes the scheduled work of the City and must therefore be kept to a minimum. It is understood that employees will make every effort to attend to their personal business on "non-working" days or during non-working hours and that requests for personal leave will be submitted only when every effort has been made to schedule personal business so as not to interfere with the working commitment. It is further understood that approval of any requests for personal business leave will be at the discretion of the Department Head. Such leave will be for the purpose of conducting personal and/or legal business which requires the absence of the employee during work hours and which cannot otherwise be scheduled. Application for personal leave (except in cases of emergency) will be made at least forty-eight (48) hours before taking such leave or such earlier time period as the Department Head may require and shall be subject to the approval of the Department Head in advance of such absence. Employees who fail to request approval in advance shall forfeit full pay for each day of unauthorized absence. If, because of lack of time in an emergency situation, permission is sought and granted orally, such permission must be confirmed in writing using the standard procedure. Under no circumstances may a day be taken for the purpose of creating an extension of a vacation, weekend or holiday. If the Department Head believes the purpose of the leave not to be of a nature requiring the absence of the employee, he may refuse to grant such leave. Said determination shall not be subject to the grievance and arbitration provisions of the Agreement.

The following shall be considered legitimate reason for use of personal leave:

1. Court obligations
2. Real estate closings
3. Adoptions
4. Summons by a government agency to a hearing
5. Appointments with doctors or dentists, etc.
6. Other business obligations of a similar nature.

Unused portions of special leave shall be cumulative and such unused special leave except as provided in ARTICLE XII, (Retirement and Death Benefit) hereinafter, 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 her/him shall, if re-employed within twelve months, have available any unused special leave accumulation existing at the time

of her/his separation.

5.09 Any employee who shall be found by the Mayor, or his designee after a hearing, to have obtained special leave pay contrary to this Article, or through any misrepresentation by her/him or by any other person in connivance with her/him shall not be entitled to the benefit of this article for a period of one (1) year after such finding.

5.10 Partial Work Day: 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 her/his special leave the number of hours not worked that day.

5.11 Bereavement Leave An employee shall be entitled to up to five (5) days of paid leave, not to be deducted from special leave, for each absence from scheduled work due to the death of a parent, step-parent, spouse, child, step-child, brother or sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparent, grandchild, brother-in-law or sister-in-law. Every such absence shall be approved and certified to by the Commissioner or his/her designee.

5.12 City Ordinances The Employer will continue its present practices which are authorized under the Ordinances of the City of Newton or through its personnel policies with regard to jury duty pay, leaves of absence, pensions and paid leaves, except as they may be improved by ordinances of the Newton City Council.

ARTICLE VI Health and Welfare

Effective September 1, 2020:

- 75% Contribution for all newly insured members for the EPO/HMO Plans. The City will contribute the same dollar value as it does for the EPO to the PPO
- Mandatory mail-order for all maintenance medications
- Outpatient day surgery co-pay: \$100/visit
- Emergency Room co-pay: \$100/visit
- Deductible of \$250 (individual)/\$500 (family), with an annual out-of-pocket max of \$1,000 (individual) / \$2,500 (family)
- Preventative Care Visit co-pay: \$0/visit
- Physician Office Visit co-pay: \$25/visit
- Specialist Office Visit co-pay: \$40/visit

- 30-day prescription drug co-pay:

Tier 1: \$20.00

Tier 2: \$30.00

Tier 3: \$50.00

- Retail Clinic (as defined by the City's Healthcare Plans) Visit co-pay: \$5/visit
- Urgent Care (as defined by the City's Healthcare Plans) Visit co-pay: \$10/visit

6.01 The CITY agrees to provide the current group health coverage or its equivalent for all eligible families and individuals. The City will pay 80% of the premiums due upon all of the offered health plans, subject to M.G.L., Chapter 32B, § 2 (b) (Attachment B1). For all employees hired on or after July 1, 2011, the City will pay 75% of the premiums due upon all offered health plans except, as of July 1, 2012, the City will pay a flat rate for the POS plan equal to the HMO rate.

6.02 Where an employee suffers an extended illness and has used all of her/his sick leave and vacation pay, the City shall review the case. The City may, at its discretion, continue to pay an insurance premium contribution of 80% 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.

6.03 Upon the death of any employee, employed or retired, for whom at the time of her/his death the City is contributing payments toward her/his medical and hospitalization, the City will pay 80% of the insurance premiums for her/his spouse until such time as she/he remarries or becomes eligible for hospitalization and medical coverage under the Federal Program.

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

6.05 Dental Insurance The CITY will make every effort to make it possible for each employee to purchase dental insurance and shall pay 50% of the cost of said plan, subject to minimum participation requirements.

6.06 Deferred Compensation The CITY will implement Section 125 of the IRS code for all bargaining unit members who desire it.

ARTICLE VII
Workers' Compensation

7.01 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 her/his election, be compensated out of her/his sick leave, if any.

7.02 An employee who is receiving Workers' Compensation shall be permitted to use up her/his accumulated sick leave in one-hour segments for the purpose of receiving the difference between what she/he receives under her/his Workers' Compensation and her/his regular weekly salary. The EMPLOYER at the employee's election shall pay her/him the necessary amounts and charge them to her/his unused and accumulated sick leave.

7.03 An employee suffering an occupational injury, eligible for medical payments under Workers' Compensation, M.G.L CH. 152, will be allowed to leave work without loss of pay to obtain medical treatment.

7.04 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 VIII
Standards of Health, Fitness, and Attendance

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

Employees are required to be at work on a regular, continuing, and consistent basis. Any excessive or unusual amount of absence from work, for whatever reason, is contrary to the City's attendance requirements. Consideration shall be given for major illnesses or any extenuating circumstances.

The City reserves the right to review and record employee absenteeism from the work place and impose disciplinary action for any excessive abuse of sick leave absenteeism or for a pattern of absenteeism in accordance with the provisions of Article XIV, Section 14.02 of the contract.

The City through its Human Resources Department may establish written policies pertaining to standards of attendance and indices of patterns of abuse or and/or excessive absenteeism, not to be in violation of any Article or Provision of the Collective Bargaining

Agreement.

The policies shall be appropriately posted and copies given to the Association.

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 an Association representative in attendance, if she/he so requests.

ARTICLE IX

Longevity

9.01 Full-time employees covered by this AGREEMENT, including Nurses who work 181 days per year, who shall have completed the appropriate number of years of aggregate employment with the CITY in each fiscal year, shall be entitled to receive an annual non-cumulative longevity payment as hereinafter set forth for that fiscal year and each fiscal year thereafter while employed by the CITY; said payment shall be made as soon as possible after each anniversary date of employment, but in no event later than two payroll weeks thereafter. If an employee's period of service has been interrupted by termination and re-employment or by leave of absence without pay for a period of time greater than 3 months, then upon re-employment, or return to active employment a new anniversary date shall be set to equitably adjust for the period of time of absence from the employment of the City.

9.02 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. In the event an employee dies, the CITY will pay to the said employee or his/her heirs at law, or to his/her Estate.

10.03 Longevity payments will be made in accordance with the following schedule of years and dollar amounts subject to the aforesaid provisions and conditions.

<u>Years of Service</u>	<u>Dollar Amounts</u>
5-9 Years	\$625
10-14 Years	\$875
15-19 Years	\$975
20-24 Years	\$1175
25-29 Years	\$1350
30 or more	\$1600

ARTICLE X

Separability

10.01 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 XI

Retirement and Death Benefits

11.01 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.

11.02 Upon the retirement of any employee covered by this AGREEMENT, the CITY will continue her/his basic life insurance policy of \$ 5,000.00 and pay fifty percent (50%) of the premium cost thereof.

ARTICLE XII

Appropriation

12.01 It is agreed that the terms of this AGREEMENT are subject to and conditioned upon the appropriation of the necessary funds by the Board of Aldermen of the City of Newton. In the event that any of the necessary funds are not appropriated by the Board of Aldermen, the CITY agrees to notify the Association of such fact in writing within thirty (30) calendar days of the date on which the CITY failed to appropriate the funds.

ARTICLE XIII

General Provisions

13.01 Every new nurse shall go through an orientation program.

13.02 No nurse shall be disciplined or discharged except for just cause.

13.03 Every new nurse shall serve an initial probation period of one (1) complete school year. During their probationary period a nurse may be terminated at the sole discretion of the City with or without cause. Such decision by the CITY shall not be subject to the grievance process set forth herein.

ARTICLE XIV
Performance Evaluation

14.01 The job performance of employees shall be evaluated by their immediate supervisor and the Commissioner of Health as follows:

- a. At the end of the six (6) months period for new employees.
- b. At other times as deemed necessary by the supervisor or Commissioner of Health but not less than once every twelve (12) months.

14.02 Nurses will review, and upon request be given a copy of the evaluation report. Upon completion of each performance review, employees will sign the report to indicate review has been completed, with the understanding that the signature does not necessarily indicate concurrence thereof.

14.03 Employees will have the right to review the content of their personnel file at reasonable times and make copies thereof, except for documents of a "confidential nature" received prior to their employment and all other information excepted from their review by Federal and State statute.

14.04 No material derogatory to an employee's conduct or service or character will be placed in their personnel file unless the employee has had an opportunity to review the material and affix her/his signature to the copy to be filed, with the understanding that the signature does not necessarily indicate concurrence thereof. Employees will have the right to submit a written answer to such material and have the answer reviewed by the Commissioner and affixed to the file copy. Documents excluded under paragraph 15.03 of this Article are not subject to review by the employee. Refusal to affix her/his signature by the employee shall not prohibit the employer from placing said material in the employee's personnel file, if the employee has been given an opportunity to review the material.

ARTICLE XV
Holidays

15.01a A half holiday on either her/his nearest scheduled working day before Christmas or her/his nearest scheduled working day before New Year's Day, the scheduling of such half holiday to be at the discretion of the Department Head. The floating Mayor's holiday is hereby incorporated into this agreement.

15.01b School Nurses are paid for working 181 school days. In addition, they will receive pay for

ten (10) holidays which is included in their regular annual compensation.

ARTICLE XVI

Hours of Work and Overtime

16.01 The regular work schedule shall be for five (5) consecutive days (Monday through Friday) thirty seven and a half (37.5) hours per week exclusive of daily lunch period.

16.02 Employees who are authorized to work in excess of thirty seven and one-half (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 (1 1/2) their straight time hourly rates.

16.03 At the option of the employee she/he may elect to take compensatory time off in lieu of compensation. Said compensatory time will be taken at such times as are approved by the department head.

16.04 Nurses may be required to work a schedule that differs from their typical hours. The need for flexible hours could arise from, for example, a student's educational plan that requires school nurse coverage outside of the traditional school day. In such situations the CITY will provide nurses the ability to "flex hours", coming in later to accommodate staying later or leaving early on another day. Every effort will be made by the CITY to provide at least three (3) days-notice when making a schedule change and to seek a nurse who voluntarily wants to make the schedule change before assigning it. Assignments of schedule changes shall be distributed by the CITY as fairly and equitably among nurses as is feasible.

ARTICLE XVII

Rest Periods

17.01 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 day shift whenever this is feasible.

ARTICLE XVIII

Management Rights

18.01 Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this contract, the City has and will continue to retain, whether exercised

or not, all of the rights, powers and authority heretofore had by it. It shall have the sole unquestioned right, responsibility, and prerogative of management of the affairs of the City and direction of the working forces, including but not limited to the following:

- a. To determine the care, maintenance, use and operation of the equipment and property used for and on behalf of the purposes of the City.
- b. To establish or continue policies, practices and procedures for the conduct of City business.
- c. To determine assignments of work and work tasks, and to discontinue processes or operations or to discontinue their performance by employees.
- d. To select and to determine the number and types of employees required to perform the City's operations.
- e. To employ, transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work or legitimate reasons when it shall be in the best interests of the City or the department, subject to the employee's rights contained elsewhere in this AGREEMENT and at law.
- f. 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.
- g. To determine and re-determine job content and to insure that related duties connected with departmental operations, whether enumerated in job description or not, shall be performed by employees.
- h. 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 ASSOCIATION or of discriminating against its members.
- i. To require reasonable overtime from the employees.
- j. To determine position qualifications and quality of job performance by employees.
- k. To maintain order and efficiency in the City's operations.
- l. To establish, continue and/or change policies and/or regulations pertaining to standards for hiring and enforcement during the continuation of employment.

18.02 The members covered by this AGREEMENT shall retain their Civil Service rights now in

effect and regulated by Chapter 31 of the General Laws of Massachusetts.

ARTICLE XIX

No Strike

19.01 The MNA, 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 XX

Cleaning Allowance

20.01 All nurses shall receive an annual cleaning allowance of \$250.00 to be paid in the first pay period of November of each year.

ARTICLE XXI

Tuition Aid

21.01 The EMPLOYER agrees to provide an educational fund, up to a maximum of \$4,000.00 per fiscal year, to reimburse eligible employees for tuition costs in accordance with the following plan. Each employee with an approved reimbursement shall receive \$500 in the order in which application is made to the EMPLOYER, until the educational fund is fully expended. At the end of the fiscal year, if there remains any unexpended funds, these amounts shall be distributed equally by the EMPLOYER to employees cover any unreimbursed educational expenses they incurred under the plan.

21.02 All full-time (37 1/2 hours per week or more) and school nurse permanent employees are eligible to participate in this plan upon completion of twelve (12) months of continuous employment. Individuals receiving tuition payment from any grant, scholarship or veterans benefit shall have tuition aid reduced by this amount.

21.03 Courses shall be approved for reimbursement that is job related. Each eligible employee may take up to six (6) credits per year. 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.

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

21.05 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 the Department Head and approved by the Director of Human Resources.

Applications will be approved based on the date submitted. "Applications for Tuition Aid" are to be submitted to the Commissioner of Health. Reasonable efforts will be made to equitably distribute funds.

21.06 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, an employee must submit to the Health Commissioner a copy of the tuition bill from the school and a transcript indicating that she/he has 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, or City governments due on tuition reimbursements paid to employees under this plan.

ARTICLE XXII

Work Year

22.01a School nurses employed on a reduced work year will have the annual salary paid proportionately over the full work year. These employees will be eligible to receive full insurance coverage in accordance with the terms of this contract. The reduced work year is from the beginning of September through the following June, starting on the first day of school and ending and ending on the last day of school, for a total of 181 days.

ARTICLE XXIII

Professional/Educational Programs

23.01a Annual sum of eight thousand (\$ 8,000.00) dollars will be provided during each fiscal year of the AGREEMENT for registered nurses' expenses incurred for attendance at relevant professional or educational programs including those related to certification. In order for an

employee to be eligible for said compensation, prior written approval, subject to the operating needs of the department, must be secured from the Commissioner of Health and Human Services and the Director of Human Resources. To the extent feasible, funds available under this provision shall be equitably distributed among those employees eligible for reimbursement.

23.01b Each employee with an approved reimbursement or departmental expense shall be allocated an amount equal to no more than eight thousand dollars (\$8,000) divided by the total number of employees of the bargaining unit as of July 1 of each fiscal year. At the end of each fiscal year, if there remains any unexpended funds, these amounts shall be distributed equally by the EMPLOYER to employees or the department cover any unreimbursed allowable educational expenses they incurred for attendance at relevant professional or educational programs including those related to certification.

ARTICLE XXIV

Wages

24.01 Contract July 1, 2019 to June 30, 2020

The salary Scale (Appendix A to the July 1, 2018 to June 30, 2019 CBA) shall be amended for FY20 as follows:

- ❖ September 1, 2019 – cost of living adjustment 0.75% applied to all steps on all lanes on the grid
- ❖ March 1, 2020 – cost of living adjustment 0.50% applied to all steps on all lanes on the grid, except that the cost of living adjustment will be 1.00% for BA/CSN and BA/MS Nat'l Cert top step (FY20 Step 17)

Applicable Grids are attached in Attachment B.

FY21

The salary Scale (Addendum A to the July 1, 2019 to June 30, 2020 CBA) shall be amended for FY21 as follows:

- ❖ September 1, 2020 – cost of living adjustment 0.75% applied to all steps on all lanes on the grid
- ❖ March 1, 2021– cost of living adjustment 0.50% applied to all steps on all lanes on the grid, except that the cost of living adjustment will be 1.00% for BA/CSN and BA/MS Nat'l Cert top step (FY21 Step 16)

FY21 Applicable Grids are attached as pages 1 and 2 of Addendum A.

Note: Reference to half-stepping eliminated, except that if any Nurses is on Step 15.5 on BA/CSN or BA/MS Nat'l Cert Lane in FY21 that Nurses will move to Step 16 after having spent 1 year on Step 15.5. Additionally, if any Nurse is on Step 5.0 on BA Non-Cert Lane in FY21 that Nurse will move to Step 5.5 after having spent 1 year on 5.0.

FY22

The Salary Scale (Addendum A to the July 1, 2019 to June 30, 2020 CBA) shall be amended for FY22 as follows:

- September 1, 2021 – cost of living adjustment 0.75% applied to all steps on all lanes on the grid
- March 1, 2022 - cost of living adjustment 0.50% applied to all steps on all lanes on the grid, except that the cost of living adjustment will be 0.75% for BA/CSN and BA/MS Nat'l Cert top step (FY22 step 15)

FY22 Applicable Grids are attached as pages 3 and 4 of Addendum A.”

Note: Half-stepping eliminated, except that if any Nurse is on Step 14.5 on BA/CSN or BA/MS Nat'l Cert Lane in FY22 that Nurse will move to Step 15 after having spent 1 year on Step 14.5. Additionally, if any Nurse is on Step 4.0 on BA Non-Cert Lane in FY22 that Nurse will move to Step 4.5 after having spent 1 year on Step 4.0.

FY23

July 1, 2022 to June 30, 2023 (FY23)

1. Section 26.01(a) and 26.01(b) to be amended as follows:

The Salary Scale (Addendum A to the July 1, 2019 to June 30, 2020 CBA) shall be amended for FY23 as follows:

- September 1, 2022 – cost of living adjustment 0.75% applied to all steps on all lanes on the grid
- march 1, 2023 - cost of living adjustment 0.50% applied to all steps on all lanes on the grid, except that the cost of living adjustment will be 0.75% for BA/CSN and BA/MS Nat'l Cert top step (FY23 Step 15)

FY23 Applicable Grids are attached as pages 5 and 6 of Addendum A.

Note: Half-stepping eliminated, except that if any Nurse is on Step 14.5 on BA/CSN or BA/MS

Nat'l Cert Lane in FY23 that Nurse will move to Step 15 after having spent 1 year on Step 14.5. Additionally, if any Nurse is on Step 4.0 on BA Non-Cert Lane in FY23 that Nurse will move to Step 4.5 after having spent 1 year on Step 4.0.

Step advancement upon Appendix A shall be as follows:

Nurses newly hired on or after July 1, 2014 shall be hired at no more than Step 3 of the new scale and shall move from step to step on their anniversary date in each succeeding year until they reach Step 15 – and then will move ½ step - until they reach the top step.

On January 1, 2015, nurses hired prior to July 1, 2014, who have been at their step level for at least 1 year and who have a normal anniversary date between July 1st and December 31st will move to the step on the new scale that provides an increase in pay and will move to the next step on January 1st in each succeeding year until they reach Step 15 – and then will move ½ step – until they reach the top step.

Nurses hired prior to July 1, 2014, and who have a normal anniversary date between January 1st and June 30th and have been employed in their current position for at least one (1) year on that date will move to the next step that provides an increase in pay on their normal anniversary date between January 1, 2015 and June 30, 2015 and will move to the next step on their normal anniversary date in each succeeding year until they reach Step 15 – and then will move ½ step – until they reach the top step. Step placement upon hire shall be based on the following criteria:

- (a) Years of nursing experience;
- (b) Relevance of nursing experience to school nursing; and
- (c) Specialized clinical experience that meets a specific need of the department.

Nurses may be hired up to Step 5 based on the same criteria, and above Step 5 upon consultation with the MNA.

24.02 Promotions Nurses who receive additional certifications such that they are qualified to receive a promotion and change lanes on the salary scales will be moved to the appropriate lane and their new step will reflect the greater of a six (6%) percent raise or the next step higher than a six (6%) raise. All other promotions will use the usual contract promotional language of 6% rounded to the next step. Non-certified school nurses who anticipate receiving certification shall notify the City of their anticipated certification by December 15 of the prior year.

24.03 Masters Degree Accepted master's degree for the Master's Degree/National Certification pay scale are the following: nursing, psychology, counseling, social work, education or public health. Other master's degrees will be considered at the discretion of the Commissioner of Health & Human Services. In order to be considered for this pay scale the nurse must have current certification.

24.04 Certification The City will make every effort to work with the local colleges to provide an on-site training program/course to assist nurses in preparing for the state certification exam. This course would convene at a time that will not conflict with normal work hours. In addition, the City will pay up to \$250 for MTEL preparation courses at nearby colleges that can be found at: http://www.doemass.edu/mtel/fag/tprep_1st.html

24.05 Upon request of the Union, the City agrees to reopen negotiations on wages if any other City (not School Department) Union gets more than MNA nurses on the basis of wages.

ARTICLE XXV

Vacancies

25.01 When a position is to be filled on a permanent basis, the City agrees to post a notice, for 5 days in the department, of the opening. Nurses may show their interest for the position, in writing, to the Commissioner of Public Health.

Every new nurse shall serve an initial probation period of one (1) complete school year. During their probationary period a nurse may be terminated at the sole discretion of the City with or without cause. Such decision by the CITY shall not be subject to the grievance process set forth herein.

ARTICLE XXVI

Temporary Working Out of Classification

26.01 If a nurse is assigned to work in a non-bargaining unit supervisory position on a temporary basis, she will be compensated for such service by being paid a wage which is the same wage which she would have received had she been hired into the position on a permanent basis at the time that the working out of classification commenced. The determination of that wage shall be made by the Human Resources Department in a manner which is consistent with the placement of other employees on the same wage schedule. The compensation so assigned shall be paid to the nurse for the duration of the temporary assignment except for periods related to vacation or routine sick leave of either the nurse or the supervisor.

ARTICLE XXVII
Tuition Free Assistance

27.01 Effective September 1, 2005, subject to the conditions and restrictions that apply to Newton students who seek out-of-district placement, the School Nurse, in the Newton Public Schools, who is not a resident of the City of Newton, will have the option, at no cost, of having his/her child or a child residing with the School Nurse attend one of the regular education programs of one of the two high schools in Newton and, on a space available basis, the regular education program at the Elementary or Middle Schools in the Newton Public Schools. Nurses hired on or after July 1, 2017 shall be entitled to tuition free assistance under this article upon written approval by the Newton Public Schools, which shall be obtained by the nurse with notice to the CITY, to reflect the fact that the NPS is not a party to the CBA and therefore is not legally bound by this Article. However, once a child is accepted, so long as the nurse is employed in the Newton Public Schools, the child shall be allowed to attend that school through grade 12 subject to the rules and regulations that apply to Newton residents.

ARTICLE XXVIII
Crisis Team

28.0 Effective July 1, 2005, nurses will receive an annual stipend of \$500.00 as compensation for status as crisis team members.

ARTICLE XXIX
Emergency Responder

29.0 Any nurse who responds in the official capacity of emergency responder to an unusual occurrence outside of scheduled hours will be paid at the rate of one and one half (1½) times their regular rate of pay for a minimum of four (4) hours for all time worked in their official capacity.

ARTICLE XXX
Court Time

30.0 A school or public health nurse, who, with the prior approval of the Commissioner of Health and Human Services, attends the legal proceedings that are described below, shall be entitled to attend such proceedings as part of the work day or at a rate of time and one-half for all time during which he/she is either in attendance outside the work day.

A. As a witness before other municipal State of Federal Agencies in matters arising out of the nurses duties for the City of Newton;

B. In matters in which the nurse is requested or subpoenaed to testify by the CITY of

Newton, with prior approval of the Commissioner of Public Health;

C. If any attendance or appearance occurs on a holiday or falls on a day when the nurse is not scheduled to work, the nurse shall receive pay due him/her at straight time up to forty hours and then time and a half for each additional hour over forty hours.

ARTICLE XXXI
Indemnification

31.0 The City of Newton, pursuant to the Massachusetts Tort Claims Act, General Laws Chapter 258, section 2, indemnifies public employees for loss of property or personal injuries caused by the negligence or wrongful omission of a public employee while acting within the scope of his or her employment. However, pursuant to General Laws Chapter 258, section 9, claims against public employees for intentional torts, may be indemnified by the City, in the City's discretion, except where the employee's conduct is found to be grossly negligent, willful or malicious.

ARTICLE XXXII
Direct Deposit

32.0 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 XXXIII
Joint Labor Management Committee

33.0 Effective upon ratification, The City and the MNA agree to establish a joint labor management committee to determine qualifications, criteria, essential duties, and wage scale for a master's level nurse by June 30, 2006.

ARTICLE XXXIV

Duration

34.01 This AGREEMENT shall be effective as of July 1, 2020 for the period ending June 30, 2023, and will 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 hands and seals this _____ day of _____, _____

CITY OF NEWTON

MASSACHUSETTS NURSES ASSOCIATION

Linda Walsh

Linda Walsh, RN BSN
Acting Commissioner

Julie Pinkham

Julie Pinkham, RN
Executive Director

T. Edmund Burke

T. Edmund Burke, Esq.
Associate Director

Susan Riley Esq., RN, NCSN

Susan Riley, Co-Chairperson

Linda Sawyers

Linda Sawyers, Co-Chairperson

Approved as to legal form and character

/s Jeffrey A. Honig, Esq.

Labor Counsel

		MNA - MASSACHUSETTS NURSES ASSOCIATION		18-Aug-20		ADDENDUM A			
		PROPOSED GRID - FY2020 EFFECTIVE MARCH 1, 2020		mil		PAGE 2			
		0.50% COLA/1.00% COLA TOP STEP BA/CSN AND BA/MS NAT'L CERT		BA NON-CERTIFIED					
Step	Step	BA-CSN	% Incr	Nurses	Step	Step	% Incr	Nurses	
		BS/MS NAT							
1	1	\$ 50,219		1	1	\$ 54,654			
1.5	1.5	\$ 51,163		1.5	1.5	\$ 55,651			
2	2	\$ 52,023	3.59%	2	2	\$ 56,627	3.61%		
2.5	2.5	\$ 53,002	3.59%	2.5	2.5	\$ 57,660	3.61%		
3	3	\$ 53,894	3.60%	3	3	\$ 58,676	3.62%		
3.5	3.5	\$ 54,908	3.60%	3.5	3.5	\$ 59,742	3.61%		
4	4	\$ 55,833	3.60%	4	4	\$ 60,790	3.60%		
4.5	4.5	\$ 56,885	3.60%	4.5	4.5	\$ 61,900	3.61%		
5	5	\$ 57,843	3.60%	5	5	\$ 62,975	3.59%		
5.5	5.5	\$ 58,933	3.60%	5.5	5.5	\$ 64,126	3.60%		
6	6	\$ 59,927	3.60%	6	6	\$ 65,251	3.61%		
6.5	6.5	\$ 61,056	3.60%	6.5	6.5	\$ 66,445	3.62%		
7	7	\$ 62,086	3.60%	7	7	\$ 67,611	3.62%		
7.5	7.5	\$ 63,257	3.60%	7.5	7.5	\$ 68,848	3.62%		
8	8	\$ 64,232	3.46%	8	8	\$ 70,057	3.62%		
8.5	8.5	\$ 65,444	3.46%	8.5	8.5	\$ 71,340	3.62%		
9	9	\$ 66,548	3.61%	9	9	\$ 72,593	3.62%		
9.5	9.5	\$ 67,804	3.61%	9.5	9.5	\$ 73,922	3.62%		
10	10	\$ 68,949	3.61%	10	10	\$ 75,107	3.46%		
10.5	10.5	\$ 70,250	3.61%	10.5	10.5	\$ 76,482	3.46%		
11	11	\$ 71,437	3.61%	11	11	\$ 77,828	3.62%		
11.5	11.5	\$ 72,787	3.61%	11.5	11.5	\$ 79,254	3.62%		
12	12	\$ 74,017	3.61%	12	12	\$ 80,524	3.47%		
12.5	12.5	\$ 75,416	3.61%	12.5	12.5	\$ 82,127	3.62%		
13	13	\$ 76,713	3.64%	13	13	\$ 83,396	3.57%		
13.5	13.5	\$ 78,109	3.57%	13.5	13.5	\$ 84,914	3.39%		
14	14	\$ 79,590	3.67%	14	14	\$ 86,459	3.67%		
14.5	14.5	\$ 80,978	3.67%	14.5	14.5	\$ 88,033	3.67%		
15	15	\$ 82,452	3.67%	15	15	\$ 89,635	3.67%		
15.5	15.5	\$ 83,952	3.67%	15.5	15.5	\$ 91,266	3.67%		
16	16	\$ 85,480	3.67%	16	16	\$ 92,927	3.67%		
16.5	16.5	\$ 87,036	3.67%	16.5	16.5	\$ 94,618	3.67%		
17	17	\$ 88,620	3.67%	17	17	\$ 96,341	3.67%		
17.5	17.5	\$ 90,233	3.67%	17.5	17.5	\$ 98,094	3.67%		
18	18	\$ 92,332	4.19%	18	18	\$ 100,376	4.19%		

MNA - MASSACHUSETTS NURSES ASSOCIATION				18-AUG-20				ADDENDUM A					
PROPOSED GRID - FY2021 EFFECTIVE SEPT 1, 2020				mill				PAGE 1					
0.75% COLA				BA/NON-									
				CERTIFIED									
Step	Step	BA-CSN	% Incr	Step	Step	CERT	% Incr	Step	Step	CERTIFIED	% Incr	Nurses	Nurses
1	1.5	2	2.5	3	3.5	4	4.5	5	5.5	6	6.5	7	7.5
\$ 50,220	\$ 51,164	\$ 52,024	\$ 53,003	\$ 54,298	\$ 55,320	\$ 56,252	\$ 57,311	\$ 58,277	\$ 59,375	\$ 60,376	\$ 61,514	\$ 62,552	\$ 63,731
4.37%	3.60%	3.60%	3.60%	4.37%	4.37%	3.60%	3.60%	3.60%	3.60%	3.60%	3.60%	3.60%	3.60%
1	1.5	2	2.5	3	3.5	4	4.5	5	5.5	6	6.5	7	7.5
\$ 54,855	\$ 55,652	\$ 56,528	\$ 57,661	\$ 59,116	\$ 60,190	\$ 61,246	\$ 62,364	\$ 63,447	\$ 64,607	\$ 65,741	\$ 66,943	\$ 68,118	\$ 69,365
4.39%	3.60%	3.61%	3.59%	4.39%	4.39%	3.60%	3.61%	3.62%	3.62%	3.62%	3.62%	3.62%	3.62%
1	1.5	2	2.5	3	3.5	4	4.5	5	5.5	6	6.5	7	7.5
\$ 75,671	\$ 77,056	\$ 78,411	\$ 79,848	\$ 81,128	\$ 82,743	\$ 84,021	\$ 85,550	\$ 87,107	\$ 88,693	\$ 90,307	\$ 91,951	\$ 93,624	\$ 95,328
3.46%	3.62%	3.62%	3.62%	3.47%	3.62%	3.57%	3.39%	3.67%	3.67%	3.67%	3.67%	3.67%	3.67%
1	1.5	2	2.5	3	3.5	4	4.5	5	5.5	6	6.5	7	7.5
\$ 101,129	\$ 103,025	\$ 104,948	\$ 106,909	\$ 108,916	\$ 110,969	\$ 113,068	\$ 115,214	\$ 117,407	\$ 119,647	\$ 121,934	\$ 124,268	\$ 126,649	\$ 129,077
4.19%	4.19%	4.19%	4.19%	4.19%	4.19%	4.19%	4.19%	4.19%	4.19%	4.19%	4.19%	4.19%	4.19%

Note: Half-Stepping Eliminated except that if any Nurse is on Step 15.5 on BA/CSN or BA/MS Nat'l Cert Lane in FY21 that Nurse will move to Step 16 after having spent 1 year on Step 15.5.
Note: Half-Stepping Eliminated except that if any Nurse is on Step 5.0 on BA Non-Cert Lane in FY21 that Nurse will move to Step 5.5 after having spent 1 year on Step 5.0.

		MNA - MASSACHUSETTS NURSES ASSOCIATION				18-Aug-20		ADDENDUM A	
		PROPOSED GRID - FY2021 EFFECTIVE MARCH 1, 2021				mil		PAGE 2	
		0.50% COLA/1.00% COLA TOP STEP BA/CSN AND BA/MS NAT'L CERT							
		BA-CSN		BS/MS NAT		BA NON-CERTIFIED			
Step	% Incr	Nurses	Step	% Incr	Nurses	Step	% Incr	Nurses	
1	\$ 50,271		1	\$ 54,656		1	\$ 45,017		
1.5	\$ 51,165		1.5	\$ 55,653		1.5	\$ 45,945		
2	\$ 52,025		2	\$ 56,629		2	\$ 46,874		
2.5	\$ 53,004		2.5	\$ 57,662		2.5	\$ 47,811		
3	\$ 54,570	4.89%	3	\$ 59,411	4.91%	3	\$ 48,742	3.98%	
3.5	\$ 55,597	4.89%	3.5	\$ 60,491	4.91%	3.5	\$ 49,802	4.17%	
4	\$ 56,533	3.60%	4	\$ 61,552	3.60%	4	\$ 50,858	4.34%	
4.5	\$ 57,598	3.60%	4.5	\$ 62,676	3.61%	4.5	\$ 51,970	4.35%	
5	\$ 58,569	3.60%	5	\$ 63,764	3.59%	5	\$ 53,000	4.21%	
5.5	\$ 59,672	3.60%	5.5	\$ 64,930	3.60%	5.5	\$ 54,203	4.30%	
6	\$ 60,678	3.60%	6	\$ 66,069	3.61%	6	\$ 55,459	3.00%	
6.5	\$ 61,822	3.60%	6.5	\$ 67,278	3.62%	6.5	\$ 56,829	3.00%	
7	\$ 62,864	3.60%	7	\$ 68,459	3.62%	7	\$ 58,228	3.00%	
7.5	\$ 64,050	3.60%	7.5	\$ 69,712	3.62%	7.5	\$ 59,704	3.00%	
8	\$ 65,037	3.46%	8	\$ 70,935	3.62%	8	\$ 61,228	3.00%	
8.5	\$ 66,264	3.46%	8.5	\$ 72,234	3.62%	8.5	\$ 62,829	3.00%	
9	\$ 67,383	3.61%	9	\$ 73,504	3.62%	9	\$ 64,504	3.00%	
9.5	\$ 68,654	3.61%	9.5	\$ 74,849	3.62%	9.5	\$ 66,228	3.00%	
10	\$ 69,814	3.61%	10	\$ 76,049	3.46%	10	\$ 68,004	3.00%	
10.5	\$ 71,131	3.61%	10.5	\$ 77,441	3.46%	10.5	\$ 69,829	3.00%	
11	\$ 72,333	3.61%	11	\$ 78,803	3.62%	11	\$ 71,704	3.00%	
11.5	\$ 73,699	3.61%	11.5	\$ 80,248	3.62%	11.5	\$ 73,629	3.00%	
12	\$ 74,945	3.61%	12	\$ 81,534	3.47%	12	\$ 75,604	3.00%	
12.5	\$ 76,361	3.61%	12.5	\$ 83,156	3.62%	12.5	\$ 77,629	3.00%	
13	\$ 77,674	3.64%	13	\$ 84,441	3.57%	13	\$ 79,704	3.00%	
13.5	\$ 79,088	3.57%	13.5	\$ 85,978	3.39%	13.5	\$ 81,829	3.00%	
14	\$ 80,527	3.67%	14	\$ 87,543	3.67%	14	\$ 84,004	3.00%	
14.5	\$ 81,993	3.67%	14.5	\$ 89,136	3.67%	14.5	\$ 86,229	3.00%	
15	\$ 83,485	3.67%	15	\$ 90,759	3.67%	15	\$ 88,504	3.00%	
15.5	\$ 85,005	3.67%	15.5	\$ 92,410	3.67%	15.5	\$ 90,829	3.00%	
16	\$ 86,552	3.67%	16	\$ 94,092	3.67%	16	\$ 93,204	3.00%	
16.5	\$ 88,127	3.67%	16.5	\$ 95,805	3.67%	16.5	\$ 95,729	3.00%	
17	\$ 89,731	3.67%	17	\$ 97,548	3.67%	17	\$ 98,304	3.00%	
17.5	\$ 91,364	3.67%	17.5	\$ 99,324	3.67%	17.5	\$ 100,929	3.00%	
18	\$ 93,955	4.71%	18	\$ 102,140	4.71%	18	\$ 103,604	3.00%	

Note: Half-Stepping Eliminated except that if any Nurse is on Step 15.5 on BA/CSN or BA/MS Nat'l Cert Lane in FY21 that Nurse will move to Step 16 after having spent 1 year on Step 15.5.
Note: Half-Stepping Eliminated except that if any Nurse is on Step 5.0 on BA Non-Cert Lane in FY21 that Nurse will move to Step 5.5 after having spent 1 year on Step 5.0.

MNA - MASSACHUSETTS NURSES ASSOCIATION										18-AUG-20		ADDENDUM A	
PROPOSED GRID - FY2022 EFFECTIVE SEPT 1, 2021										mill		PAGE 3	
0.75% COLA										BA NON-			
					BS/MS NAT					CERTIFIED			
Step	Step	BA-CSN	% Incr	Nurses	Step	Step	CERT	% Incr	Nurses	Step	Step	% Incr	Nurses
1	1	\$ 50,597			1	1	\$ 55,066			1	1		
1.5	1.5	\$ 51,543	3.60%		1.5	1.5	\$ 56,071	3.61%		1.5	1.5		
2	2	\$ 52,416	3.60%		2	2	\$ 57,053	3.59%		2	2		
2.5	2.5	\$ 53,401	3.60%		2.5	2.5	\$ 58,064	3.60%		2.5	2.5		
3	3	\$ 54,979	3.60%		3	3	\$ 59,857	3.61%		3	3		
3.5	3.5	\$ 56,014	3.60%		3.5	3.5	\$ 60,944	3.62%		3.5	3.5		
4	4	\$ 56,957	3.60%		4	4	\$ 62,014	3.60%		4	4		
4.5	4.5	\$ 58,030	3.60%		4.5	4.5	\$ 63,146	3.61%		4.5	4.5		
5	5	\$ 59,008	3.60%		5	5	\$ 64,243	3.59%		5	5		
5.5	5.5	\$ 60,119	3.60%		5.5	5.5	\$ 65,417	3.60%		5.5	5.5		
6	6	\$ 61,133	3.60%		6	6	\$ 66,565	3.61%		6	6		
6.5	6.5	\$ 62,285	3.60%		6.5	6.5	\$ 67,782	3.62%		6.5	6.5		
7	7	\$ 63,336	3.60%		7	7	\$ 68,972	3.62%		7	7		
7.5	7.5	\$ 64,530	3.60%		7.5	7.5	\$ 70,234	3.67%		7.5	7.5		
8	8	\$ 65,525	3.46%		8	8	\$ 71,467	3.62%		8	8		
8.5	8.5	\$ 66,761	3.46%		8.5	8.5	\$ 72,776	3.62%		8.5	8.5		
9	9	\$ 67,888	3.61%		9	9	\$ 74,055	3.62%		9	9		
9.5	9.5	\$ 69,169	3.61%		9.5	9.5	\$ 75,410	3.62%		9.5	9.5		
10	10	\$ 70,337	3.61%		10	10	\$ 76,619	3.46%		10	10		
10.5	10.5	\$ 71,664	3.61%		10.5	10.5	\$ 78,022	3.46%		10.5	10.5		
11	11	\$ 72,875	3.61%		11	11	\$ 79,394	3.67%		11	11		
11.5	11.5	\$ 74,252	3.61%		11.5	11.5	\$ 80,850	3.62%		11.5	11.5		
12	12	\$ 75,507	3.61%		12	12	\$ 82,145	3.47%		12	12		
12.5	12.5	\$ 76,934	3.61%		12.5	12.5	\$ 83,780	3.62%		12.5	12.5		
13	13	\$ 78,257	3.64%		13	13	\$ 85,075	3.57%		13	13		
13.5	13.5	\$ 79,681	3.57%		13.5	13.5	\$ 86,623	3.59%		13.5	13.5		
14	14	\$ 81,131	3.67%		14	14	\$ 88,200	3.67%		14	14		
14.5	14.5	\$ 82,608	3.67%		14.5	14.5	\$ 89,805	3.67%		14.5	14.5		
15	15	\$ 84,111	3.67%		15	15	\$ 91,439	3.67%		15	15		
15.5	15.5	\$ 85,642	3.67%		15.5	15.5	\$ 93,103	3.67%		15.5	15.5		
16	16	\$ 87,201	3.67%		16	16	\$ 94,798	3.67%		16	16		
16.5	16.5	\$ 88,788	3.67%		16.5	16.5	\$ 96,523	3.67%		16.5	16.5		
17	17	\$ 90,404	3.67%		17	17	\$ 98,280	3.67%		17	17		
17.5	17.5	\$ 92,049	3.67%		17.5	17.5	\$ 100,069	3.67%		17.5	17.5		
18	18	\$ 94,659	4.71%		18	18	\$ 102,906	4.71%		18	18		

Note: Half-Stepping Eliminated except that if any Nurse is on Step 14.5 on BA/CSN or BA/MS Nat'l Cert Lane in FY22 that Nurse will move to Step 15 after having spent 1 year on Step 14.5.
Note: Half-Stepping Eliminated except that if any Nurse is on Step 4.0 on BA Non-Cert Lane in FY22 that Nurse will move to Step 4.5 after having spent 1 year on Step 4.0.

		MNA - MASSACHUSETTS NURSES ASSOCIATION				18-Aug-20		ADDENDUM A	
		PROPOSED GRID - FY2022 EFFECTIVE MARCH 1, 2022				mill		PAGE 4	
		0.50% COLA/0.75% COLA TOP STEP BA/CSN AND BA/MS NAT'L CERT							
		BA-CSN		BS/MS NAT		BA NON-			
Step	Step	% Incr	Nurses	Step	Step	% Incr	Nurses	Step	Step
								CERTIFIED	% Incr
								Nurses	
1	1	\$ 50,850	4.89%	1	1	\$ 55,342		0	
1.5	1.5	\$ 51,807	3.60%	1.5	1.5	\$ 56,351		1	\$ 45,581
2	2	\$ 52,678	3.60%	2	2	\$ 57,339		1.5	\$ 46,521
2.5	2.5	\$ 53,568	3.60%	2.5	2.5	\$ 58,384		2	\$ 47,462
3	3	\$ 55,254	4.89%	3	3	\$ 60,156		2.5	\$ 48,410
3.5	3.5	\$ 56,294	3.60%	3.5	3.5	\$ 61,249	4.91%	3	\$ 49,353
4	4	\$ 57,242	3.60%	4	4	\$ 62,324	3.60%	3.5	\$ 50,427
4.5	4.5	\$ 58,320	3.60%	4.5	4.5	\$ 63,462	3.61%	4	\$ 51,496
5	5	\$ 59,303	3.60%	5	5	\$ 64,564	3.59%	4.5	\$ 52,622
5.5	5.5	\$ 60,420	3.60%	5.5	5.5	\$ 65,744	3.60%	5	\$ 53,664
6	6	\$ 61,439	3.60%	6	6	\$ 66,898	3.61%	5.5	\$ 54,882
6.5	6.5	\$ 62,597	3.60%	6.5	6.5	\$ 68,121	3.62%	6	\$ 55,274
7	7	\$ 63,652	3.60%	7	7	\$ 69,317	3.62%	6.5	\$ 56,529
7.5	7.5	\$ 64,853	3.60%	7.5	7.5	\$ 70,586	3.62%	7	\$ 56,932
8	8	\$ 65,853	3.46%	8	8	\$ 71,825	3.62%	7.5	\$ 57,074
8.5	8.5	\$ 67,095	3.46%	8.5	8.5	\$ 73,140	3.62%		
9	9	\$ 68,227	3.61%	9	9	\$ 74,425	3.62%		
9.5	9.5	\$ 69,515	3.61%	9.5	9.5	\$ 75,787	3.62%		
10	10	\$ 70,689	3.61%	10	10	\$ 77,002	3.46%		
10.5	10.5	\$ 72,023	3.61%	10.5	10.5	\$ 78,412	3.46%		
11	11	\$ 73,240	3.61%	11	11	\$ 79,791	3.62%		
11.5	11.5	\$ 74,623	3.61%	11.5	11.5	\$ 81,254	3.62%		
12	12	\$ 75,884	3.61%	12	12	\$ 82,556	3.47%		
12.5	12.5	\$ 77,318	3.61%	12.5	12.5	\$ 84,199	3.62%		
13	13	\$ 78,648	3.64%	13	13	\$ 85,500	3.57%		
13.5	13.5	\$ 80,080	3.57%	13.5	13.5	\$ 87,056	3.39%		
14	14	\$ 81,537	3.67%	14	14	\$ 88,641	3.67%		
14.5	14.5	\$ 83,021	3.67%	14.5	14.5	\$ 90,254	3.67%		
15	15	\$ 84,532	3.67%	15	15	\$ 91,896	3.67%		
15.5	15.5	\$ 86,070	3.67%	15.5	15.5	\$ 93,569	3.67%		
16	16	\$ 87,637	3.67%	16	16	\$ 95,272	3.67%		
16.5	16.5	\$ 89,232	3.67%	16.5	16.5	\$ 97,006	3.67%		
17	17	\$ 90,856	3.67%	17	17	\$ 98,771	3.67%		
17.5	17.5	\$ 92,509	3.67%	17.5	17.5	\$ 100,569	3.67%		
18	18	\$ 95,369	4.97%	18	18	\$ 103,678	4.97%		

Note: Half-Stepping Eliminated except that if any Nurse is on Step 14.5 on BA/CSN or BA/MS Nat'l Cert Lane in FY22 that Nurse will move to Step 15 after having spent 1 year on Step 14.5.
Note: Half-Stepping Eliminated except that if any Nurse is on Step 4.0 on BA Non-Cert Lane in FY22 that Nurse will move to Step 4.5 after having spent 1 year on Step 4.0.

MMA - MASSACHUSETTS NURSES ASSOCIATION
 PROPOSED GRID - FY2023 EFFECTIVE SEPT 1, 2022
 0.75% COLA

Step	BA-CSN	% Incr	Nurses	Step	BS/MS NAT	% Incr	Nurses	Step	BA NON-CERTIFIED	% Incr	Nurses
1	\$ 51,232			1	\$ 55,757			1	\$ 45,694		
1.5	\$ 52,185			1.5	\$ 56,774			1.5	\$ 46,637		
2	\$ 53,073			2	\$ 57,769			2	\$ 47,580		
2.5	\$ 54,071			2.5	\$ 58,822			2.5	\$ 48,530		
3	\$ 55,668			3	\$ 60,607			3	\$ 49,475		
3.5	\$ 56,716			3.5	\$ 61,708			3.5	\$ 50,552		
4	\$ 57,671			4	\$ 62,791			4	\$ 51,624		
4.5	\$ 58,757			4.5	\$ 63,938			4.5	\$ 52,753		
5	\$ 59,748	3.60%		5	\$ 65,048	3.59%		5	\$ 53,798	4.21%	
5.5	\$ 60,873	3.60%		5.5	\$ 66,237	3.60%		5.5	\$ 55,019	4.30%	
6	\$ 61,900	3.60%		6	\$ 67,399	3.61%		6	\$ 55,412	3.00%	
6.5	\$ 63,066	3.60%		6.5	\$ 68,632	3.62%		6.5	\$ 56,669	3.00%	
7	\$ 64,130	3.60%		7	\$ 69,837	3.62%		7	\$ 57,074	3.00%	
7.5	\$ 65,339	3.60%		7.5	\$ 71,115	3.62%		7.5	\$ 58,369	2.27%	
8	\$ 66,346	3.46%		8	\$ 72,363	3.62%					
8.5	\$ 67,598	3.46%		8.5	\$ 73,688	3.62%					
9	\$ 68,739	3.61%		9	\$ 74,983	3.62%					
9.5	\$ 70,036	3.61%		9.5	\$ 76,356	3.62%					
10	\$ 71,219	3.61%		10	\$ 77,580	3.46%					
10.5	\$ 72,563	3.61%		10.5	\$ 79,000	3.46%					
11	\$ 73,789	3.61%		11	\$ 80,390	3.62%					
11.5	\$ 75,183	3.61%		11.5	\$ 81,963	3.62%					
12	\$ 76,454	3.61%		12	\$ 83,175	3.47%					
12.5	\$ 77,898	3.61%		12.5	\$ 84,830	3.62%					
13	\$ 79,238	3.64%		13	\$ 86,141	3.57%					
13.5	\$ 80,680	3.57%		13.5	\$ 87,709	3.39%					
14	\$ 82,149	3.67%		14	\$ 89,305	3.67%					
14.5	\$ 83,644	3.67%		14.5	\$ 90,931	3.67%					
15	\$ 85,166	3.67%		15	\$ 92,586	3.67%					
15.5	\$ 86,716	3.67%		15.5	\$ 94,271	3.67%					
16	\$ 88,294	3.67%		16	\$ 95,986	3.67%					
16.5	\$ 89,901	3.67%		16.5	\$ 97,733	3.67%					
17	\$ 91,537	3.67%		17	\$ 99,512	3.67%					
17.5	\$ 93,203	3.67%		17.5	\$ 101,323	3.67%					
18	\$ 96,085	4.97%		18	\$ 104,456	4.97%					

Note: Half-Stepping Eliminated except that if any Nurse is on Step 14.5 on BA/CSN or BA/MS Nat'l Cert Lane in FY22 that Nurse will move to Step 15 after having spent 1 year on Step 14.5.
 Note: Half-Stepping Eliminated except that if any Nurse is on Step 4.0 on BA Non-Cert Lane in FY22 that Nurse will move to Step 4.5 after having spent 1 year on Step 4.0.

MNA - MASSACHUSETTS NURSES ASSOCIATION										18-Aug-20		ADDENDUM A		
PROPOSED GRID - FY2023 EFFECTIVE MARCH 1, 2023										mill		PAGE 6		
0.50% COLA/0.75% COLA TOP STEP BA/CSN AND BA/MS NAT'L CERT										BA NON-				
BS/MS NAT										CERTIFIED		Nurses		
Step	Step	BA-CSN	% Incr	Nurses	Step	Step	CERT	% Incr	Nurses	Step	Step	CERTIFIED	% Incr	Nurses
1	1	\$ 51,488			1	1	\$ 56,036							
1.5	1.5	\$ 52,456			1.5	1.5	\$ 57,058							
2	2	\$ 53,338			2	2	\$ 58,058							
2.5	2.5	\$ 54,341			2.5	2.5	\$ 59,116							
3	3	\$ 55,947			3	3	\$ 60,910					\$ 45,923		
3.5	3.5	\$ 57,000			3.5	3.5	\$ 62,017					\$ 46,870		
4	4	\$ 57,960	3.60%		4	4	\$ 63,105	3.60%				\$ 47,817		
4.5	4.5	\$ 59,051	3.60%		4.5	4.5	\$ 64,257	3.61%				\$ 48,778		
5	5	\$ 60,047	3.60%		5	5	\$ 65,373	3.59%				\$ 49,723		
5.5	5.5	\$ 61,177	3.60%		5.5	5.5	\$ 66,568	3.60%				\$ 50,805		
6	6	\$ 62,209	3.60%		6	6	\$ 67,736	3.61%				\$ 51,882	4.34%	
6.5	6.5	\$ 63,382	3.60%		6.5	6.5	\$ 68,975	3.62%				\$ 53,017	4.35%	
7	7	\$ 64,451	3.60%		7	7	\$ 70,186	3.62%				\$ 54,067	4.21%	
7.5	7.5	\$ 65,666	3.60%		7.5	7.5	\$ 71,471	3.62%				\$ 55,294	4.30%	
8	8	\$ 66,678	3.46%		8	8	\$ 72,725	3.62%				\$ 55,689	3.00%	
8.5	8.5	\$ 67,936	3.46%		8.5	8.5	\$ 74,057	3.62%				\$ 56,953	2.27%	
9	9	\$ 69,083	3.61%		9	9	\$ 75,358	3.62%				\$ 57,359	0.71%	
9.5	9.5	\$ 70,387	3.61%		9.5	9.5	\$ 76,738	3.62%				\$ 58,661	2.27%	
10	10	\$ 71,575	3.61%		10	10	\$ 77,968	3.46%						
10.5	10.5	\$ 72,926	3.61%		10.5	10.5	\$ 79,395	3.46%						
11	11	\$ 74,158	3.61%		11	11	\$ 80,792	3.62%						
11.5	11.5	\$ 75,559	3.61%		11.5	11.5	\$ 82,273	3.62%						
12	12	\$ 76,836	3.61%		12	12	\$ 83,591	3.47%						
12.5	12.5	\$ 78,288	3.61%		12.5	12.5	\$ 85,254	3.62%						
13	13	\$ 79,634	3.64%		13	13	\$ 86,572	3.57%						
13.5	13.5	\$ 81,084	3.57%		13.5	13.5	\$ 88,148	3.99%						
14	14	\$ 82,559	3.67%		14	14	\$ 89,752	3.67%						
14.5	14.5	\$ 84,062	3.67%		14.5	14.5	\$ 91,385	3.67%						
15	15	\$ 85,592	3.67%		15	15	\$ 93,049	3.67%						
15.5	15.5	\$ 87,150	3.67%		15.5	15.5	\$ 94,742	3.67%						
16	16	\$ 88,736	3.67%		16	16	\$ 96,466	3.67%						
16.5	16.5	\$ 90,351	3.67%		16.5	16.5	\$ 98,222	3.67%						
17	17	\$ 91,995	3.67%		17	17	\$ 100,010	3.67%						
17.5	17.5	\$ 93,669	3.67%		17.5	17.5	\$ 101,830	3.67%						
18	18	\$ 96,805	5.23%		18	18	\$ 105,239	5.23%						

Note: Half-Stepping Eliminated except that if any Nurse is on Step 14.5 on BA/CSN or BA/MS Nat'l Cert Lane in FY22 that Nurse will move to Step 15 after having spent 1 year on Step 14.5.
Note: Half-Stepping Eliminated except that if any Nurse is on Step 4.0 on BA Non-Cert Lane in FY22 that Nurse will move to Step 4.5 after having spent 1 year on Step 4.0.

Attachment A1

Each nurse will receive an Enhanced School Health Services stipend of \$500.00, less usual withholding and deductions, on or before June 30, 2012. The parties understand and agree to these additional terms concerning current and future provision of this stipend:

1. This stipend is to be treated for all purposes as regular compensation (except that the stipend amount is not to be added to base pay reflected in the wage schedule discussed above).
2. This stipend is funded by an Enhanced School Health Services grant that the City obtained from the Commonwealth of Massachusetts pending legislative approval. The stipend reflects compensation for the nurses' role in administering the Enhanced School Health Services grant.
3. The City intends to seek renewal of this grant funding from year-to-year, and will use reasonable efforts to obtain renewal of all or a part of this grant funding, and will use reasonable efforts to make annual stipend payments to school nurses.
4. The city reserves the right to use future grant funding for such purposes as it determines in its discretion to be appropriate, including but not limited to stipends for the nurses administering the grant services.
5. The City will notify the Union in the ordinary course about the availability of renewed grant funding and the amount to be applied to future stipends for the nurses in the bargaining unit.

Attachment B

CITY OF NEWTON AND THE NEWTON MUNICIPAL NURSES ASSOCIATION

MEMORANDUM OF AGREEMENT

The City of Newton (the "City") and the Newton Municipal Nurses Association ("NMNA"), agree to the following successor collective bargaining agreement for the term of July 1, 2019 to June 30, 2020 (FY20):

A. July 1, 2019 to June 30, 2020 (FY20)

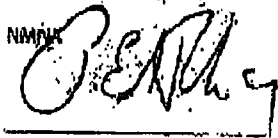
- 1. Article XXVI (Wages), Section 26.01, to be amended by deleting the first sentence pertaining to signing bonus.

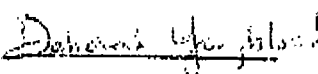
Section 26.01(a) and 26.01(b) to be amended as follows:

"The salary Scale (Appendix A to the July 1, 2018 to June 30, 2019 CBA) shall be amended for FY20 as follows:

- September 1, 2019 - COST OF LIVING ADJUSTMENT 0.75% APPLIED TO ALL STEPS ON ALL LANES ON THE GRID
- March 1, 2020 - COST OF LIVING ADJUSTMENT 0.50% APPLIED TO ALL STEPS ON ALL LANES ON THE GRID, EXCEPT THAT THE COST OF LIVING ADJUSTMENT WILL BE 1.00% FOR BA/CSN AND BA/MS NAT'L CERT TOP STEP (FY20 STEP 17)

Applicable Grids are attached as Addendum A."

By: 
 Date: _____
 By: Susan J Riley, BSN, RN, NCSN
 Date: 08/25/2020

CITY OF NEWTON
 By: 
 Date: 8/24/20
 Laureen Lemieux
 Director of Human Resources
 City of Newton
 01445
 Date: _____

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