



# Finance Committee Agenda

## City of Newton In City Council

Monday, November 22, 2021

The Finance Committee will hold this meeting as a virtual meeting on Monday, November 22, 2021 at 7:00 pm. To view this meeting using Zoom use this link: <https://us02web.zoom.us/j/89974274212> or call 1-646-558-8656 and use the following Meeting ID: 899 7427 4212

### Item scheduled for discussions:

**#418-21 Request to transfer \$1,385,000 from various Wage Reserve Accounts**

HER HONOR THE MAYOR requesting authorization to transfer the sum of one million three hundred eighty-five thousand dollars (\$1,385,000) from various Wage Reserve Accounts to fund the retroactive portion of the recently ratified Collective Bargaining Agreement between Teamsters Local 25 and the City of Newton, covering Fiscal Years 2020 through FY2024.

**#423-21 Request to transfer \$2,407,500 from various Wage Reserve Accounts**

HER HONOR THE MAYOR requesting authorization to transfer the sum of two million four hundred seven thousand five hundred dollars (\$2,407,500) from various Wage Reserve Accounts to fund the recently ratified Collective Bargaining Agreement between AFSCME Local 3092/3092B and the City of Newton, covering Fiscal Years 2020,2021 and 2022.

*Chair's Note: The Finance Committee will be joined by Director of Human Resources, Michelle Pizzi O'Brien to discuss the hiring process for the new Comptroller.*

**417-21 Public Meeting with Comptroller candidates**

PRELIMINARY SCREENING COMMITTEE submitting recommended candidates for the City of Newton Comptroller appointment for review by the Finance Committee and recommendation to the City Council.

Respectfully submitted,

Rebecca Walker Grossman, Chair

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The location of this meeting is accessible and reasonable accommodations will be provided to persons with disabilities who require assistance. If you need a reasonable accommodation, please contact the city of Newton's ADA Coordinator, Jini Fairley, at least two business days in advance of the meeting: [jfairley@newtonma.gov](mailto:jfairley@newtonma.gov) or (617) 796-1253. The city's TTY/TDD direct line is: 617-796-1089. For the Telecommunications Relay Service (TRS), please dial 711.

418-21

Telephone  
(617) 796-1100

Telefax  
(617) 796-1113

TDD  
(617) 796-1089

E-mail  
rfuller@newtonma.gov



City of Newton, Massachusetts  
Office of the Mayor

RUTHANNE FULLER  
MAYOR

November 8, 2021  
RECEIVED  
CITY CLERK  
NEWTON, MA. 02459  
2021 NOV - 8 PM 5:52

Honorable City Council  
Newton City Hall  
1000 Commonwealth Avenue  
Newton Centre, MA 02459

Councilors:

I respectfully submit a docket item to your Honorable Council requesting authorization to transfer a total of \$1,385,000 from various Wage Reserve Accounts to fund the retroactive portion of the recently ratified Collective Bargaining Agreement between Teamsters Local 25 and the City of Newton, covering Fiscal Years 2020 through FY2024. Teamsters Local 25 includes approximately 165 employees including our heavy equipment operators, sidewalk and paving crews, public buildings' craftsmen, public grounds maintenance crews, forestry specialists, and water, sewer, and stormwater teams.

Transfers from the General Fund Wage Reserve should be appropriated as follows:

<u>Department</u>	<u>From Account #</u>	<u>To Account #</u>	<u>\$ Amount</u>
Public Buildings	0110498-519700	0111502-511002	\$ 175,000
DPW	0110498-519700	0140120-511002	\$ 580,000
Parks, Rec & Culture	0110498-519700	0160252-511002	\$ 240,000

Transfers from the Enterprise Reserves should be appropriated as follows:

Water	6000-3599	60A40105-511002	\$ 185,000
Sewer	6100-3599	61A40105-511002	\$ 125,000
Stormwater	6200-3599	62A40101-511002	\$ 80,000

Members of the Administration will be available at the next Finance Committee meeting to discuss the terms of the agreement. A copy of the fully executed Memorandum of Agreement is attached to this request. Thank you for your consideration of this matter.

Sincerely,

Ruthanne Fuller  
Mayor

CITY OF NEWTON  
AND  
TEAMSTERS LOCAL 25  
FISCAL YEAR 2020 – 2021  
MEMORANDUM OF AGREEMENT

The City of Newton (the "City") and Teamsters Local 25 hereby enter into the following Memorandum of Agreement to: (A) amend the Wage Table which became effective on or about November 27, 2019; and (B) for a 1-year successor collective bargaining agreement from July 1, 2020 to June 30, 2021 (FY21).

A. Amend the Wage Table which became effective on or about November 27, 2019 as follows:

1. ARTICLE 24 (WAGES)

July 1, 2019 (FY20)

All wage rates in effect June 30, 2019 will be increased in fiscal year 2020 by an additional 1%. These increases shall be effective on July 1, 2019, as shown on page 2 of 3 on Attachment A.

B. 1-YEAR CBA (FY21)

1. ARTICLE 5 (HOLIDAYS)

Amend Section 5.01 to add June 19 (known as "Juneteenth") to the list of holidays.

2. ARTICLE 21, SECTION 21.04 (SUMMER WORK SCHEDULE)

(a) During the Summer Work Schedule, the two (2) personal days and one (1) bonus day for good attendance provided for under the CBA shall equate to ten (10) hours each.

(b) Changes that relate to the operations of DPW that were made to the September 27, 2019 MOA for the summer of 2021 by the May 18, 2021 MOA executed by the City and Teamsters Local 25 shall become a permanent amendment to Section 21.04 (Summer Work Schedule) of the CBA, with the exception to the change to the start and end dates of the summer work schedule (May 31, 2021 through Friday, September 24, 2021), which shall remain the first Monday in June to the last Friday in September annually.

3. ARTICLE 24 (WAGES)

July 1, 2020 (FY21)

All wage rates in effect June 30, 2020 will be increased in fiscal year 2021 by an additional 3%. These increases shall be effective on July 1, 2020, as shown on page 3 of 3 on Attachment A.

4. ARTICLE 48 (DURATION)

Amend Section 48.01 as follows: "This AGREEMENT shall be made effective as of July 1, 2020 for the period ending June 30, 2021 ..."

CITY OF NEWTON

TEAMSTERS LOCAL 25

By: *Maureen Lemieux*

By: *[Handwritten Signature]*

By: Maureen Lemieux  
Digitally signed by Maureen Lemieux  
Date: 2021.10.20 14:53:17 -04'00'

By: \_\_\_\_\_

By: *[Handwritten Signature]*

By: \_\_\_\_\_

Date: 10/20/2021

Date: 10-19-21

*[Handwritten Signature]*

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CITY OF NEWTON  
AND  
TEAMSTERS LOCAL 25  
FISCAL YEARS 2022 – 2024  
MEMORANDUM OF AGREEMENT

The City of Newton (the "City") and Teamsters Local 25 hereby enter into the following Memorandum of Agreement for a three (3) year successive bargaining agreement from July 1, 2021 to June 30, 2024 (FY22 - FY24).

A. 3-YEAR CBA (FY22)

1. ARTICLE 24 (WAGES)

(a) July 1, 2021 (FY22)

All wage rates in effect June 30, 2021, will be increased in fiscal year 2022 by an additional 3%. These increases shall be effective on July 1, 2021, as shown on page 1 of 4 on Attachment A.

All members of the bargaining unit shall move to a new six (6) step salary grid after deleting Steps 1 and 2 (shown on page 2 of 4) on January 1, 2022. On January 1, 2022, all members who are scheduled to step shall progress to the next step on the new 6-step grid.

(b) July 1, 2022 (FY23)

All wage rates in effect June 30, 2022, will be increased in fiscal year 2023 by an additional 3%. These increases shall be effective on July 1, 2022, as shown on page 3 of 4 on Attachment A.

(c) July 1, 2023 (FY24)

All wage rates in effect June 30, 2023 will be increased in fiscal year 2024 by an additional 3%. These increases shall be effective on July 1, 2023, as shown on page 4 of 4 on Attachment A.

(d) On July 1, 2021, amend Section 24.02 by deleting:

"24.02 When employees are temporarily required to work in a higher classification within the bargaining unit, they will be paid at the step that most nearly provides a 4% increase. When employees are temporarily required to work in a higher classification outside the bargaining unit, they will be adjusted by a 4.25% increase."

and replace with:

**"When employees are temporarily required to work in a higher classification within the bargaining unit, they shall be paid at the top step in the higher classification."**

(e) On July 1, 2021, amend Article 24 by adding the following:

**"24.03 Any employee that is directed by their Division Head to train another employee shall be paid a two dollars (\$2.00) per hour differential in pay in addition to their base hourly rate of pay. This differential shall be paid for the whole shift any day that training is performed."**

(f) On July 1, 2021, amend Article 24 by adding the following:

**"24.04 Any R6 employee that holds a CDL, Class A license shall be paid at their current step, but at an R7 rate of pay."**

2. ARTICLE 2 (UNION DUES AND INITIATION FEES)

Amend Article 2 by deleting Sections 2.02 and 2.03 and amending 2.01 as follows:

**"Upon receipt by the City of a signed voluntary authorization by an employee, in the form attached to this Agreement as Addendum B, the City will deduct the payment of dues by the member of the Union on or after the thirtieth (30th) day following the beginning of such employment or effective date of the Bargaining Agreement, whichever is the later."**

**The City agrees to deduct from the pay of all employees covered by this Agreement the dues, initiation fees and/or uniform assessments to the Local Union having jurisdiction over such employees. Written authorization by the employee must be furnished to the City via the Union in order for any deductions to commence. Dues deductions will be taken from the first (1st payroll period of each month and remitted to the Local Union by the second (2nd) payroll period of each month.**

**Initiation fees will be deducted in installments of \$50 each pay period until paid in full. Any other uniform assessments will be deducted based on a schedule agreed upon by the City and the Union. No deduction shall be made which is prohibited by applicable law.**

**When an employee who is authorized for such deductions is a) not on the payroll during the week in which a deduction is to be made, or b) has no earnings or insufficient earning during that week, or c) is on a leave of absence, the employee must make arrangements with the Local Union to pay such dues in advance.**

The City agrees to deduct certain specific amounts each week from the wages of those employees who shall have given the City written authorization to make such deductions. The amounts so deducted shall be remitted to the TEAMSTERS CREDIT UNION once each week by electronic transfer methods. The City shall not make deductions and shall not be responsible for remittance to the Credit Union for any deductions for those weeks during which the employee has no earnings or in those weeks in which the employee's earnings shall be less than the amount authorized for deduction.

The City agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE Chapter 25 ("DRIVE"). DRIVE shall notify the City of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The City shall transmit to DRIVE on a weekly basis, by electronic transfer the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's City of Newton Employee Number and the amount deducted from the employee's paycheck."

"Addendum B" is attached to this proposal as Attachment B.

3. ARTICLE 3 (GRIEVANCE AND ARBITRATION PROCEDURE)

(a) Amend Section 3.01 as follows:

"A grievance shall be defined as a dispute between the parties of the AGREEMENT involving an alleged ~~specific and direct~~ violation of the ~~expressed language~~ of a specific provision of this AGREEMENT."

(b) Amend the first sentence of Section 3.02 as follows:

"3.02 All grievances shall be submitted in writing and shall state the specific contract provisions that are being violated, ~~in what manner~~ how those provisions are being violated, and what remedy is being sought."

4. ARTICLE 5 (HOLIDAYS)

(a) Amend Section 5.04 by deleting the words "except for custodians."

(b) Replace the following sentence in Section 5.01:

"A half-holiday on either his/her nearest scheduled working day between the day after Thanksgiving until New Year's Day, the schedule of such half-holiday to be at the discretion of the Department Head."

with:

**"A half-holiday between the day after Thanksgiving and New Year's Day, the schedule of such half-holiday to be at the discretion of the Department Head."**

5. ARTICLE 8 (UNIFORM AND TOOLS)

Amend Section 8.04 by replacing tool allowance of \$1,000 with **\$1,500**. Existing members of the bargaining unit who already received the \$1,000 tool allowance shall receive an additional **\$500**.

6. ARTICLE 12 (PROMOTIONS)

(a) Amend Section 12.03 as follows:

**"A copy of any job posting shall be emailed forthwith to the permanent residence of the President of the ~~Newton Municipal Employees Association~~ appropriate Steward within the department/division, the Business Agent, and a copy to the UNION Teamsters Local 25 office."**

(b) Amend Section 12.07 by deleting the word "Association" and replacing it with the word **"Union."**

(c) Add new Article 12.08:

**"No employee shall be promoted if they have worked in this bargaining unit for less than six (6) months."**

7. ARTICLE 13 (MEAL PERIOD), ARTICLE 16 (OVERTIME), ARTICLE 21 (HOURS OF WORK), PAYROLL PERIOD, AND AMENDMENT TO THE CBA

The City and Teamsters Local 25 shall form a working group to study the issues of meal periods, overtime, hours of work, the payroll period in the Departments of Public Works, Buildings, and Parks, Recreation and Culture, and amendments to the CBA as provided for in Paragraph G of this Memorandum of Agreement, below. The committee shall be comprised of one (1) management representative from each department, (1) member of the Law Department, (1) member of the Department of Human Resources, and five (5) representatives from Teamsters Local 25. The committee shall present its written findings and recommendations to the City and Teamsters Local 25 on or before March 31, 2022.

8. ARTICLE 16 (OVERTIME)

(a) Add the following sentence to Article 16.02:

**"When any member of the bargaining unit has worked on overtime at least four (4) hours immediately prior to the start of the employee's regularly-scheduled shift, said employee shall remain on overtime until the end of their tour of duty."**



(b) Amend Article 16.03 to add to the sentence: "at the overtime rate of pay."

9. ARTICLE 17 (UNION REPRESENTATIVES)

Amend Article 17 by deleting Section 17.01 and replacing it as follows and renumbering the remaining sections in the article:

**"17.01 The City recognizes the right of the Union to designate shop stewards and alternates from the City's seniority list.**

**The authority of job stewards and alternates so designated by the Union shall be limited to, and shall not exceed the following duties and activities: (a) the investigation and presentation of grievances to the City's representative in accordance with the provisions of this collective bargaining agreement; (b) the collection of dues when authorized by appropriate Local Union action; and (c) the transmission of such messages and information which shall originate with, and are authorized by the Local Union or its officers, provided such messages and information have been reduced to writing, or if not reduced to writing, are of a routine nature, provided care is exercised by the shop stewards when discharging the foregoing duties and activities that they do not interfere with the City's business.**

**The City recognizes these limitations upon the authority of shop stewards and their alternates, and shall not hold the Union liable for any unauthorized acts unless the law imposes such liability on the Union. The City in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the shop steward has taken unauthorized strike action, slowdown, or work stoppage in violation of this Agreement. The Union reserves the right to remove the shop steward at any time, for the good of the Union.**

**Shop stewards shall be permitted to investigate, present and process grievances on the property of the City during regular work hours, without loss of time or pay. Such time spent in handling grievances shall be considered working hours in computing daily and/or weekly overtime, provided that shop stewards shall not receive overtime pay for handling grievances.**

17.02 A written list of UNION shop stewards and other representatives shall be furnished to the CITY immediately after their designation and the UNION shall notify the CITY of any change.

17.03 UNION representatives may be permitted to attend UNION conventions provided that the total number of days per year for all those granted permission shall not exceed 20 days in the aggregate."

10. ARTICLE 18 (BULLETIN BOARDS)

Amend the first sentence of Section 18.01 as follows:

"18.01 The CITY shall place bulletin boards in locked cases at the entrance to major locations."

11. ARTICLE 23 (REST PERIODS)

Amend Article 23 by adding the following new section:

**"23.03 During snow operations, all employees shall receive a four (4) hour break with pay during each sixteen (16) hour period."**

12. ARTICLE 41 (SANDING AND PLOWING)

Amend Section 41.03 as follows:

An hourly premium for all bargaining unit members involved in snow and/or ice operations will be paid as follows:

FY 2022 (effective July 1, 2021):	\$8.00 per hour
FY 2023 (effective July 1, 2022):	\$8.50 per hour
FY 2024 (effective July 1, 2023):	\$9.00 per hour

13. ARTICLE 42 (WATER DIVISION ON-CALL MEN)

Amend Article 42 as follows:

"ARTICLE 42  
Water Division On-Call Men Employees

- 42.01 Must have a minimum of three years' experience with the Water Division of the Department of Public Works. Experience must be connected with the overall operation and maintenance of the City's water distribution system such that the individual knowledge concerning the operation of said system will be sufficient to make sound decisions regarding the delivery of potable water to the City's residents.
- 42.02 Must hold a position title in the UNION that is equal to or greater than one of the following; Working Foreman, Emergency Crew Leader, Meter Repairman, Pipelayer MEO, Water Systems Maintenance Craftsman, HMEO.
- 42.03 ~~Must live within the surrounding towns and cities of the Newton Water Yard so that response time can be kept to a minimum (establish miles radius 10 air miles).~~ **Must live within one (1) hour travel time of the Newton Water Yard so that response time can be kept to a minimum.**
- 42.04 Must have the ability to work with limited or no supervision, dependable, convey information in an accurate manner, make independent decisions on the operation of the City's water distribution system, and also be capable of dealing effectively with the public.

- 42.05 Shall have demonstrated an attendance pattern that is consistent with Article 7 B of the City's agreement with the UNION.
- 42.06 The on-call rotation shall consist of a minimum of four ~~men~~ employees.
- 42.07 Anyone interested, who meets the enclosed defined criteria, in being placed on the "On-Call" rotation shall notify the Water Superintendent in writing any time during the year. ~~If a vacancy exists, an~~ An individual may be added to the rotation at any time during the year provided that he enters the rotation alphabetically by last name, upon the completion of the next complete rotation.

Anyone wishing to be removed from the rotation shall give a complete rotation notice in writing to allow the Superintendent to place another qualified person as stated in 42.02 in his spot.

Each November the Superintendent and the Utilities Director shall review the performance of those who have been on the on-call rotation. If they have performed in accordance with this agreement, and if they are still interested, they will be automatically placed on the following years rotation. New ~~people~~ employees will be selected and added, as per this Article.

Unless otherwise agreed to, an "on-call" shift shall begin 3:00 PM on Friday and end at 7:00 AM the following Friday, unless a shift ends on a holiday in which case it will be considered complete at 3 :00 PM.

The pay will be (36 hours a week guaranteed) 4 hours on Friday, Monday, Tuesday, Wednesday, Thursday, and 8 hours on Saturday, Sunday and Holidays, straight time. Each call answered on a daily basis is subtracted from the guarantee and converted to overtime. All calls are recorded in the daily logbook, the time, repairs, place of call and the time spent to make repairs if possible. It is understood and agreed to that those people on the "on-call" rotation shall have the sole responsibility of filling their particular shift. If the needs arise, it shall be their responsibility as well as their right to swap shift, or portions of shifts, as long as their replacement comes from the remaining people on the "on-call" rotation. It shall be the responsibility of the "on-call" ~~man~~ employee to notify the Superintendent and Control Center (must notify the Police Department if the Control Center is unmanned) that their hours are being covered by another individual.

- 42.13 In case an "on-call" ~~man~~ employee is injured and temporarily disabled, or hardship occurs, the other "on-call" ~~men~~ employees will cover the shift until the "on-call" employee is able to return to his rotation. If the injury or hardship is sufficient to cause the "on-call" ~~man~~ employee to miss more than four complete rotations, then a temporary replacement may be used, provided that the original "on-call" ~~man~~ employee is allowed to return to his spot in the rotation upon his return to full service.

14. ARTICLE 45 (HAZARDOUS DUTY SUBCOMMITTEE)

Add new Article 45.02

**"All Utilities (Water, Sewer, and Stormwater), Sustainable Materials employees, and Public Buildings' Department Plumbers shall receive Hepatitis A and Hepatitis B shots upon request. These shots shall be at no cost to the employees."**

15. ARTICLE 48 (DURATION)

Amend Section 48.01 as follows: **"This AGREEMENT shall be made effective as of July 1, 2021 for the period ending June 30, 2024 ..."**

16. EXHIBIT B2

(a) Amend Exhibit B2 (4) as follows:

**"A list of ten (10) DPW Working Foremen who will supervise (chase) will be established by November 1<sup>st</sup> annually. All other DPW Working Foremen will be assigned to operate snow plowing equipment as needed by the Department, after those DPW employees whose job descriptions include operation of motor vehicle equipment have been assigned."**

(b) Amend Exhibit B2 (5) as follows:

**"DPW Working Foremen will continue to serve as supervisors (chasers) for sanding and plowing operations as needed. If the number of Working Foremen available to supervise (chase) is insufficient during snow emergencies the Department Head will then select any qualified individual within the City's work force, exclusive of the ten (10) Working Foremen listed in Section B2(4), above."**

(c) Amend Exhibit B2 by adding new No. 8 as follows:

**"8. During snow operations, all employees shall receive a four (4) hour break with pay during each sixteen (16) hour period."**

B. PERSONNEL CHANGES

The following changes to personnel shall be made by the City:

(a) Reclassify the DPW Storekeepers positions in Fleet and Utilities Divisions to the title of Service Writers and regrade to Grade 8. Update position descriptions accordingly, as shown on Attachment C. Current Storekeepers will have one (1) year to attain their Tanker and Hoisting licenses.

- (b) Change the title of the DPW Parts Attendant/Lube Technician in Fleet Division to the title of Shop Assistant. Update position description accordingly, as shown on Attachment C. Non-custodial services language will be added to the position description.
- (c) Move two (2) positions from the Streets Division to the Transportation Division. Two (2) Streets Division HMEO will be upgraded to a Transportation Division SHMEOs and one (1) SHMEO will be upgraded to a Transportation Division Working Foreman. Update position descriptions accordingly, as shown on Addendum B. Current bargaining unit members will have one (1) year to attain their Hoisting license.
- (d) Move the Sweeper Operations Working Foreman and Sweeper Operations staff members from the Streets Division to the Sustainable Materials Division. Update position descriptions accordingly, as shown on Attachment C.

C. HEALTH PLAN CHANGES

Effective January 1, 2022:

- 75%-25% Contribution rate for all new employees
- Mandatory mail order for all maintenance medications
- Deductible of \$250/\$500- out of pocket max \$1000/\$2500
- Physician Office visits: ~~increase of \$5 to \$20~~ \$25 co-pay/visit
- Preventative care: \$0 co-pay/visit
- Specialist Office: ~~new \$35~~ \$40 co-pay/visit
- Emergency Room: \$100 co-pay/visit
- Outpatient day surgery: ~~new \$100~~ co-pay/visit
- **Retail Clinic (as defined by the City's Plan) Visit co-pay: \$5/visit**
- **Urgent Care (as defined by the City's Plan) Visit co-pay: \$10/visit**
- 30-day Prescription drug co-pay:
  - Tier 1 - ~~\$15~~ \$20
  - Tier 2 - \$30
  - Tier 3 - \$50

D. 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, Recreation and Culture, and Public 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 upon ratification of the FY 22-FY24 Memorandum of Agreement and continue through its duration, 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.

E. DIRECT DEPOSIT

Upon execution this Memorandum of Agreement between the parties and ratification by the Teamsters Local 25, all members of the bargaining unit shall be paid their weekly wages through ACH direct deposit.

F. AMENDMENT TO THE SEWER AND DRAIN EMERGENCY COVERAGE MOA

The parties agree to amend Paragraph 12 of the May 3, 2000 Sewer and Drain Emergency Coverage MOA, executed between the City and NMEA, to change the number of hours from twenty (20) to thirty-six (36), and the parties further agree to meet to incorporate the terms and conditions of said MOA into Article 32 of the CBA, as amended, within thirty (30) days of ratification by the Union of this Memorandum of Agreement.

G. MISCELLANEOUS (HOUSE-CLEANING)

The parties shall discuss whether or not to incorporate any amendments to the CBA in the form of side agreements, memoranda of agreement, and any settlement documents into new CBA (based on the CBA between the City and NMEA), with all roman numerals converted to numbers.


H. GROUP LEGAL SERVICES FUND

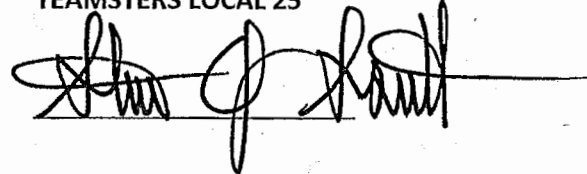
Effective upon ratification of this Agreement, and upon receipt by the City of a signed voluntary authorization by members of the bargaining unit, the City agrees to deduct from the wages of all employees who voluntarily participate in the Union's Group Legal Services Fund, the amount of \$8.00 per week, and to remit same to the Group Legal Services Fund each payroll period that the participating employee is paid.

Teamsters Local 25 shall run an open enrollment each year of this Memorandum of Agreement during the month of May when members of the bargaining unit may choose to opt in or opt out of the Union's Group Legal Services Fund. New members of the Union may opt in or out at the time of hire.

CITY OF NEWTON


TEAMSTERS LOCAL 25

By: 

By: 

By: Maureen Lemieux  
Digitally signed by Maureen Lemieux  
Date: 2021.10.20 14:48:02 -04'00'

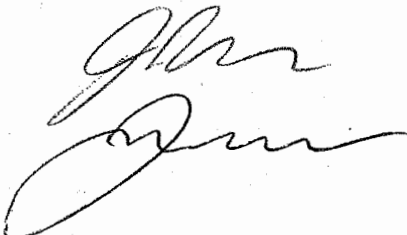
By: \_\_\_\_\_

By: 

By: \_\_\_\_\_

Date: 10/20/2021

Date: 10-19-21



END OF DOCUMENT

CITY OF NEWTON

IN CITY COUNCIL

DRAFT

ORDERED:

That, in accordance with the recommendation of the Finance Committee through its Chair Rebecca Walker Grossman, to transfer the sum of nine hundred ninety-five thousand dollars (\$995,000) from the General Fund Wage Reserve and the sum of three hundred ninety thousand dollars (\$390,000) from Water fund, Sewer fund and Stormwater fund undesignated fund balances to fund the retroactive portion of the recently ratified Collective Bargaining Agreement between Teamsters Local 25 and the City of Newton, covering Fiscal Years 2020 through FY2024 be and is hereby approved as follows:

FROM:	Reserve Fund-Wage Reserve (0110498-519700).....	\$995,000
	Water Fund-Undesignated fund balance (6000-3599).....	\$185,000
	Sewer Fund- Undesignated fund balance (6100-3599).....	\$125,000
	Stormwater Fund- Undesignated fund balance (6200-3599).....	\$80,000
TO:	Public Buildings Full-time wages (0111502-511002).....	\$175,000
	DPW Full-time wages (0140120-511002).....	\$580,000
	Parks, Rec & Culture Full-time wages (0160252-511002).....	\$240,000
	Water Full-time wages (60A40105-511002) .....	\$185,000
	Sewer Full-time wages (61A40105-511002) .....	\$125,000
	Stormwater Full-time wages (62A40101-511002) .....	\$80,000



Under Suspension of Rules  
Readings Waived and Approved  
DRAFT

(SGD) CAROL MOORE

City Clerk

(SGD) RUTHANNE FULLER

Mayor

Date: \_\_\_\_\_



**City of Newton, Massachusetts**  
**Office of the Mayor**

RUTHANNE FULLER  
MAYOR

**423-21**  
Telephone  
(617) 796-1100  
Telefax  
(617) 796-1113  
TDD  
(617) 796-1089  
E-mail  
[rfuller@newtonma.gov](mailto:rfuller@newtonma.gov)

November 12, 2021

Honorable City Council  
Newton City Hall  
1000 Commonwealth Avenue  
Newton Centre, MA 02459

RECEIVED  
2021 NOV 15 AM 11:11  
CITY CLERK  
NEWTON, MA 02459

Councilors:

I respectfully submit a docket item to your Honorable Council requesting authorization to transfer a total of \$2,407,500 from various Wage Reserve Accounts to fund the recently ratified Collective Bargaining between AFSCME Local 3092/3092B and the City of Newton covering Fiscal Years 2020, 2021, and 2022. AFSCME 3092/3092B includes approximately 185 employees including our administrative employees, planners, librarians, dispatchers, custodians, and inspectors with positions in most of our municipal departments.

Transfers from the General Fund Wage Reserve should be appropriated as follows:

<u>Department</u>	<u>From Account #</u>	<u>To Account #</u>	<u>\$ Amount</u>
City Clerk	0110498-519700	0110111-511001	\$ 75,000
Purchasing	0110498-519700	0110538-511001	\$ 45,000
Assessing	0110498-519700	0110641-511001	\$ 40,000
Treasury	0110498-519700	0110745-511001	\$ 70,000
Information Technology	0110498-519700	0111154-511001	\$ 13,000
Planning & Dev't	0110498-519700	0111475-511001	\$ 160,000
Public Buildings	0110498-519700	0111506-511001	\$ 180,000
Police	0110498-519700	0120111-511001	\$ 525,000
Fire	0110498-519700	0121021-511001	\$ 50,000
Inspectional Svcs	0110498-519700	0122040-511001	\$ 390,000
DPW	0110498-519700	0140121-511001	\$ 75,000
Health & Human Svcs	0110498-519700	0150101-511001	\$ 100,000
Senior Services	0110498-519700	0150209-511001	\$ 52,500
Library	0110498-519700	0160110-511001	\$ 400,000
Parks, Rec & Culture	0110498-519700	0160251-511001	\$ 165,000
Historic Newton	0110498-519700	0160370-511001	\$ 5,000

Transfers from the Sewer Enterprise Reserve fund should be appropriated as follows:

<u>Department</u>	<u>From Account #</u>	<u>To Account #</u>	<u>\$ Amount</u>
Sewer	6100-3599	61A40102-511001	\$ 65,000

Members of the Administration will be available at the next Finance Committee meeting to discuss the terms of the agreement. A copy of the fully executed Memorandum of Agreement is attached to this request.

Thank you for your consideration of this matter.

Sincerely,



Ruthanne Fuller  
Mayor

CITY OF NEWTON  
AND  
AFSCME COUNCIL 93, LOCAL 3092/3092B CITY HALL ASSOCIATES  
MEMORANDUM OF AGREEMENT FOR 2-YEAR SUCCESSOR AGREEMENT: FY20 - FY21

The City of Newton (the "City") and City Hall Associates, AFSCME Council 93, Local 3092 and 3092B hereby enter into the following 2-year successor collective bargaining agreement from July 1, 2019 to June 30, 2021 (FY20 - FY21), as set forth in this Memorandum of Agreement:

A. 2-YEAR CBA (FY2020 – FY2021)

1. ARTICLE II (UNION DUES, INITIATION FEE AND AGENCY FEE)

Delete Section 2.03.

2. ARTICLE XVII (WAGES)

Section 17.01 to be amended by striking out the existing section and replacing it with:

"17.01 Effective July 1, 2019, (FY2020)

All wage rates in effect June 30, 2019 will be increased in fiscal year 2020 by an additional 3%. These increases shall be effective on July 1, 2019.

"17.01 Effective July 1, 2020, (FY2021)

All wage rates in effect June 30, 2020 will be increased in fiscal year 2021 by an additional 3%. These increases shall be effective on July 1, 2020.

See attached salary schedules, to be amended upon ratification of this MOA by the union and funding by the City.

3. ARTICLE XXXV (DURATION)

Revise Section 35.01 to read as follows:

**"35.01 This AGREEMENT shall be effective for two (2) years from July 1, 2019 to June 30, 2021 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."**

4. Upon execution of this MOA, all members of the bargaining unit shall be paid their weekly wages through ACH direct deposit upon execution of this MOA.

This memorandum of agreement is submitted to the AFSCME Local 3092/3092B contingent on acceptance of the City's memorandum of agreement for FY2022, FY2023 and FY2024, submitted herewith.

AFSCME LOCAL 3092/3092B

CITY OF NEWTON

By: Julie Kelly

By: Maureen Lemieux Digitally signed by Maureen Lemieux  
Date: 2021.11.10 11:15:15 -05'00'

By: \_\_\_\_\_

By: Michelle Pizzi O'Brien Digitally signed by Michelle Pizzi O'Brien  
Date: 2021.11.10 11:00:05 -05'00'

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: 11/9/21

Date: \_\_\_\_\_

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CITY OF NEWTON  
AND  
AFSCME COUNCIL 93, LOCAL 3092/3092B CITY HALL ASSOCIATES  
MEMORANDUM OF AGREEMENT FOR 3-YEAR SUCCESSOR AGREEMENT FY22 - FY24

The City of Newton (the "City") and City Hall Associates, AFSCME Council 93, Local 3092 and 3092B hereby enter into the following 3-year successor collective bargaining agreement from July 1, 2021 to June 30, 2024 (FY22-FY24), as set forth in this Memorandum of Agreement:

A. 3-YEAR CBA (FY22 - FY24)

1. ARTICLE V (HOLIDAYS)

- (a) Replace the following sentence in Section 5.01:

"A half-holiday on either his/her nearest scheduled working day between the day after Thanksgiving until New Year's Day, the schedule of such half-holiday to be at the discretion of the Department Head."

with:

"A half-holiday between the day after Thanksgiving and New Year's Day, the schedule of such half-holiday to be at the discretion of the Department Head."

- (b) Amend Section 5.01 to add June 19 (known as "Juneteenth") to the list of holidays.

2. ARTICLE XV (HOURS OF WORK AND OVERTIME)

- (a) Replace the following sentence in Section 15.01:

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

with:

"15.02 The following shall apply to Library Employees, excluding custodial staff:"

- (b) Amend Section 15.02 to take out ALL references to custodians and their hours of work.
- (c) Amend Section 15.02 to add the following after the second sentence:
- "Non-custodial library employees will be required to work one shift per week that begins thirty (30) minutes before the library opens."
- (d) Amend this article to delete all references to "sub-professional" and replace with "paraprofessional" throughout.
- (e) Amend this article to include new Section 15.02A titled "Hours of Work and Overtime for Municipal Custodians" as follows:

"15.02A The following shall apply to all municipal custodians. The normal hours of work for municipal custodian employees shall be five (5) workdays of eight (8) hours per day each week. The computation and payment for time actually worked in excess of forty (40) hours per week shall be made in accordance with Chapter 2, Article I, Section 2-4 of the 1979 Revised Ordinances of Newton, Massachusetts.

At the option of the employee they 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.

The UNION shall administer the scheduling of overtime under this provision in accordance with the procedures agreed to with the appropriate department head, provided that the proper number of qualified employees who normally perform the work in the appropriate classifications are present and ready at the appropriate time to perform overtime assignments.

However, in the event that the UNION is unable to ensure that the proper number of qualified employees are present and ready at the appropriate time to perform overtime assignments, department heads may order such qualified employees to perform the work."

- (f) Amend Section 15.05 as follows:

15.05 Extended Hours on Tuesday Evenings

- a. The City of Newton may have extended office hours past 5:00PM on Tuesday evenings for some City departments covered by this bargaining unit. The CITY shall give notice to the Union, not less than 60 days prior to implementing any change in extended hours.
- b. Employees from such City Departments volunteering to work the extended hours shall be assigned on a rotating schedule by their Department Head.
- c. Employees who volunteer to work extended hours on Tuesday evenings shall, in exchange, have their Friday release times modified by their Department Head by the number of extended hours worked on Tuesday evening.

- (g) Amend this article to include new Section 15.06 as follows:

"Dispatchers shall not work more than eighteen (18) hours of regular and overtime duty in a 24-hour period without prior approval. The standard for allowing work greater than 18 hours in a 24-hour period shall be on an emergency basis and shall be at the discretion of the Department."

3. ARTICLE XVII (WAGES)

(a) \$500 to be added to base wages for members of AFSCME 3092B (Inspectional Services Inspectors - IN01 and IN02 Grid) effective July 1, 2021, as shown on the attached salary schedules, upon ratification of this MOA by the union and funding by the City.

(b) Section 17.01 to be amended by striking out the existing section and replacing it with:

"17.01 Effective July 1, 2021, (FY2022)

All wage rates in effect June 30, 2021 will be increased in fiscal year 2022 by an additional 3%. These increases shall be effective on July 1, 2021.

"17.01 Effective July 1, 2022 (FY23)

All wage rates in effect June 30, 2022 will be increased in fiscal year 2023 by an additional 3%. These increases shall be effective on July 1, 2022.

"17.01 Effective July 1, 2023 (FY24)

All wage rates in effect June 30, 2023 will be increased in fiscal year 2024 by an additional 3%. These increases shall be effective on July 1, 2023.

See attached salary schedules, to be amended upon ratification of this MOA by the union and funding by the City.

(d) Add new Section 17.05:

"Compensation During Emergency Telecommunications Dispatcher Training: While an Emergency Telecommunications Dispatcher is in training, he/she shall not be eligible to receive stipends and differentials provided for by this Agreement until such time as his/her training is completed."

(e) Add new Section 17.06:

"Emergency Telecommunications Dispatcher Stipend: Emergency Telecommunications Dispatchers are required to handle all fire, police and emergency dispatching and deliver necessary care through their duties as dispatchers; and are required to maintain certifications and undergo trainings related to their field of work, as determined by the Chief of the Department, including but not limited to Emergency Medical Dispatch (EMD) Certification, EpiPen/Narcan, CPR, AED, and other tools, equipment and/or procedures used to protect the health, safety and welfare of residents and visitors to the City of Newton.



Effective July 1, 2021, employees covered by this section will be provided an annual EMD stipend of \$1,200 for all required certifications and trainings as determined by the Chief of the Department. All payments to employees who have completed the necessary training and certifications for such stipend shall be paid in July of each year, based on training and certifications completed in the fiscal year prior. In accordance with section 25.05, newly hired dispatchers will not be eligible for this stipend until such time that they complete his/her training."

Section 17.06 reflects a \$400 increase to the \$800 EMD Stipend as set forth in the September 22, 2014 Memorandum of Agreement between AFSCME Local 3092/3092B and the City, for a total annual EMD stipend of \$1,200.

(f) Add new Section 17.07:

"Snow Storm Compensation

- (a) When City Hall is closed due to a snowstorm, Civilian Dispatchers who are required to work on-site for any one (1) of the three (3) shifts during the 24-hour period that covers the day City Hall is closed shall receive time and one-half snowstorm compensation for the total number of hours City Hall is closed, provided no member shall receive both overtime wages and snowstorm compensation for the same period of time.
- (b) When City Hall is closed due to a snowstorm, DPW Customer Service Representatives who work any hours when City Hall is closed shall receive time and one-half snowstorm compensation for the total number of hours City Hill is closed, provided no member shall receive both overtime wages and snowstorm compensation for the same period of time.
- (c) When City Hall is closed due to a snowstorm, all other members of the bargaining unit who are required to work on-site when City Hall is closed shall receive time and one-half snowstorm compensation for the total number of hours worked while City Hill is closed, provided no member shall receive both overtime wages and snowstorm compensation for the same period of time.
- (d) The foregoing paragraphs (a)-(c) shall replace the provisions contained in the 2011 MOA between the City and AFSCME Local 3092/3092B pertaining to snowstorm compensation."

4. ARTICLE XXV (EMPLOYEE'S RIGHTS)

Amend Section 25.03 as follows:

"All newly hired employees must serve an initial six (6) months probationary period, except employees hired as Emergency Telecommunications Dispatchers shall serve an initial twelve (12) month probationary period. Probationary employees who are disciplined or terminated have no rights to grievance and arbitration provisions of contract."

5. ARTICLE XXXV (DURATION)

Revise Section 35.01 as follows:

"35.01 This AGREEMENT shall be effective for three (3) years from July 1, 2021 to June 30, 2024 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."

6. REVISED LIBRARY HOURS OF WORK

See attached Addendum A.

7. HEALTH PLAN CHANGES

Effective January 1, 2022, the City's health care plan shall be amended as follows:

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

8. MISCELLANEOUS (HOUSE-CLEANING)

Incorporate any side agreements, memoranda of agreement, and any settlement documents into most-recently integrated CBAs for both 3092 and 3092B, as appropriate, and update Appendix A: Classifications of Positions.

AFSCME LOCAL 3092/3092B

CITY OF NEWTON

By: Julie Kelly

Maureen Lemieux  
Digitally signed by Maureen Lemieux  
Date: 2021.11.10 11:18:14 -05'00'

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: 11/9/21

Date: \_\_\_\_\_

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CITY OF NEWTON

IN CITY COUNCIL

DRAFT

ORDERED:

That, in accordance with the recommendation of the Finance Committee through its Chair Rebecca Walker Grossman, to transfer the sum of two million three hundred forty-five thousand and five hundred dollars (\$2,345,500) from the General Fund Wage Reserve and sixty-five thousand dollars (\$65,000) from the Sewer Fund Undesignated Fund Balance to fund the recently ratified Collective Bargaining Agreement between AFSCME Local 3092/3092B and the City of Newton, covering Fiscal Years 2020,2021 and 2022 be and is hereby approved as follows:

FROM:	Reserve Fund-Wage Reserve (0110498-519700).....	\$2,345,500
	Sewer Fund-Undesignated Fund Balance (6100-3599).....	\$65,000
TO:	City Clerk Full-time wages (0110111-511001).....	\$75,000
	Purchasing Full-time wages (0110538-511001).....	\$45,000
	Assessing Full-time wages (0110641-511001).....	\$40,000
	Treasury Full-time wages (0110745-511001).....	\$70,000
	Information Technology Full-time wages (0111154-511001).....	\$13,000
	Planning & Development Full-time wages (0111475-511001).....	\$160,000
	Public Buildings Full-time wages (0111506-511001).....	\$180,000
	Police Full-time wages (0120111-511001).....	\$525,000
	Fire Full-time wages (0121021-511001).....	\$50,000

Inspectional Services Full-time wages (0122040-511001).....	\$390,000
DPW Full-time wages (0140121-511001).....	\$75,000
Health & Human Services Full-time wages (0150101-511001).....	\$100,000
Senior Services Full-time wages (0150209-511001).....	\$52,500
Library Full-time wages (0160110-511001).....	\$400,000
Parks, Rec & Culture Full-time wages (0160251-511001).....	\$165,000
Historic Newton Full-time wages (0160370-511001).....	\$5,000
Sewer Full-time wages (61A40102-511001) .....	\$65,000

Under Suspension of Rules  
Readings Waived and Approved  
DRAFT

(SGD) CAROL MOORE

City Clerk

(SGD) RUTHANNE FULLER

Mayor

Date: \_\_\_\_\_