

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
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Date: 2021.11.10 11:15:15 -05'00'

By: _____

By: Michelle Pizzi OBrien
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Date: 2021.11.10 11:00:05 -05'00'

By: [Handwritten Signature]

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

By: Julie Kelly

By: _____

By: [Signature]

Date: 11/9/21

CITY OF NEWTON

Maureen Lemieux

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

By: _____

Michelle Pizzi O'Brien

Digitally signed by Michelle Pizzi O'Brien
Date: 2021.11.18 16:05:37 -05'00'

By: _____

By: _____

Date: _____

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