

**MEMORANDUM OF AGREEMENT
2009 – 2011 SUCCESSOR CONTRACT
AND
2011 – 2014 SUCCESSOR CONTRACT
NEWTON POLICE ASSOCIATION AND CITY OF NEWTON
JUNE 28, 2009**

The City of Newton and the Newton Police Association agree to the following terms and conditions of two new collective bargaining agreements to succeed the collective bargaining agreement dated July 1, 2006 through June 30, 2009.¹ The Association shall promptly submit the MOA to its membership for ratification and shall fully support a favorable vote. The City shall promptly submit the MOA to its Board of Aldermen for an appropriation to fund its economic terms, and shall fully support a favorable vote. Except as amended below, all other terms and conditions of the 2003-2006 collective bargaining agreement shall remain in full force and effect.

A. The 2009 – 2011 Collective Bargaining Agreement

1. Amend Article XXVI at Section 26.06 by deleting existing language and substituting:

(a) All regular, full time members of the bargaining unit who have or obtain an associate's degree, a bachelor's degree or a master's degree in criminal justice through a college or university that is approved by the Massachusetts Board of Higher Education, or a law degree from a law school that is New England Association of School and Colleges accredited or approved by the Massachusetts Board of Higher Education, under General Laws Chapter 41, Section 108L (the Quinn Bill) shall be entitled to educational incentives from the City. Such educational incentives shall be in amounts no less than 10% of regular weekly compensation for

¹ Additions to existing contractual language are reflected by **bold type**. Deletions are reflected by ~~strikethroughs~~.

an associate's degree, 20% of regular weekly compensation for a bachelor's degree and 25% of regular weekly compensation for a master's degree or a law degree (upon passage of the Massachusetts bar examination). For purposes of this educational incentive provision, an employee who earns sixty (60) credits toward a bachelor's degree shall be deemed to hold an associate's degree.

(b) Although the City may apply to the Commonwealth of Massachusetts for reimbursement of its payments under this provision to the extent allowed under the Quinn Bill, the failure of the Commonwealth to reimburse the City for any or all of the amounts requested by it shall not diminish the City's obligation to pay 100% of the benefits set forth herein. Further, such obligation shall continue in full force and effect as an independent contractual commitment of the City notwithstanding any amendment or repeal of the Quinn Bill and/or a rescission of the Quinn Bill by the City, if any, or any other action that diminishes the benefits available to officers or the City under the Quinn Bill. Further, it is the intention of the City and the Union that, as a matter of contract, all members of the bargaining unit, regardless of date of hire by the City, shall receive 100% of the benefits set forth herein, any provision of the Quinn Bill to the contrary notwithstanding.

(c) Employees who receive payments under this section shall not be eligible for and shall not receive educational incentive payments under any other section of this Article.

(d) Employees who anticipate receiving a qualifying degree, or a change in the level of an existing qualifying degree, shall notify the City of their anticipated degree by December 15, of the prior year.

(e) If for any reason the Massachusetts Board of Higher Education declines to certify, and/or no longer certifies, institutions, programs or credits for purposes of qualifying any employees for educational incentives under c. 41, s. 108L, the City shall so credit employees with qualifying educational credits upon completion of degree programs at any public or private colleges or universities that are the same or similar to degree programs previously qualified by the Board of Higher Education and shall pay such employees the educational incentives for which they so qualify as set forth above. Under no circumstance shall an employee receive benefits for any program which grants credits for the following: life experience; courses taught by instructors lacking appropriate educational degrees; and courses lacking appropriate concentration on academic and scholarly research.

2. Article XXXVI, Duration, shall be amended to read:

36.01 This AGREEMENT is effective from July 1, ~~2006~~, **2009**, for a period ending June 30, ~~2009~~ **2011** and shall remain in effect from year to year hereafter unless either party hereto, desiring to terminate or amend any provisions of this Contract, sends written notice to the same no later than one hundred twenty (120) days prior to the termination date hereof or any succeeding anniversary date.

36.02 In any event, if sixty (60) days prior to June 30, ~~2009~~ **2011**, the UNION has given notice to the City that it intends to renegotiate a new agreement, then the terms and conditions of this AGREEMENT will continue in full force and effect during the negotiation process of that new AGREEMENT. ~~but no later than January 1, 2009.~~

B. The 2011 – 2014 Collective Bargaining Agreement

1. Article IVA will be amended to read:

4A.01 An employee shall be entitled to paid bereavement leave during absence from work for a period not exceeding ~~three (3)~~ **five (5)** days due to the death of a parent, step-parent, husband, wife, child, step-child, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparent, grandchild, brother-in-law, or sister-in-law. Every absence shall be approved and certified by the Chief of Police.

2. Article VI, Paid Details and Overtime Assignments, shall be amended at Section 6.10 by rewriting the third sentence to read:

Effective October, 15, 2005 the hourly rate for police detail assignments, except for regular City details, shall be \$40,00; **effective thirty days after the ratification of this Agreement the hourly rate for police detail assignments, except for regular City details, shall be \$45.00.**

3. Article XX, Wages shall be adjusted by deleting the existing language at Section 20.01 and substituting the following:

20.01 (a) Salary rates at all steps shall be increased by one percent (1%) across the board effective July 1, 2011. Upon implementation of the health changes to be effective August 1, 2011 all employees will receive a lump sum payment of seven hundred dollars (\$700). Salary step advancement for employees with an anniversary date on any day from July 1, 2011 – December 31, 2011, who are eligible for step advancement on such anniversary date, shall be delayed until January 1, 2012, at which time each such eligible employee shall advance one step, and January 1st shall become those employees' new anniversary date for

future step advancement. Salary step advancement for employees with an anniversary date from January 1, 2012 – June 30, 2012, who are eligible for step advancement on such anniversary date, shall advance one step on that date and shall retain that date as their anniversary date for future step advancement.

(b) Effective July 1, 2012, seven hundred dollars (\$700) shall be added to each step of the salary scale across the board. Thereafter, also on July 1, 2012, all salary steps shall be increased by an additional one and one-half percent (1½ %) across the board.

(c) Effective July 1, 2013, all salary steps shall be increased by an additional one and one-half percent (1½ %) across the board.

(d) Effective June 30, 2014, the then current salary scale will be replaced by a new step scale as set forth below.

Current Scale²

1	2	3	4
906	971	1036	1055

New Scale³

1	2	3	4	5	6	7	8
906	942	980	1019	1060	1102	1135	1164

(e) Slotting onto the new scale shall occur as follows:

Officers newly hired on or after June 30, 2014 shall be hired at Step 1 of the new scale and shall move from step to step on their anniversary date in each succeeding year until they have reached the top step.

² As adjusted by the increases provided in subsections 2(a) to 2(c).

³ Steps 1 – 6 are 4% steps; Step 7 is a 3% step; and Step 8 is a 2.5% step.

On January 1, 2015, officers hired prior to July 1, 2014, who are at Steps 1 through 3 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 the top step. Officers hired prior to July 1, 2014, who are at Steps 1 through 3 and who have a normal anniversary date between January 1st and June 30th 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 the top step.

Officers who have been at Step 4 for at least one year and who have 25 years or more of service as of June 30, 2014 will move to Step 6 of the new scale on July 1, 2014, and will move to the next step on July 1st of each succeeding year until they reach the top step. Officers who have been at Step 4 for at least one year and who have between 15 and 25 years of service as of June 30, 2014 will move to Step 6 on October 1, 2014, and will move to the next step on October 1st of each succeeding year until they reach the top step. All other officers who have been at Step 4 for at least one year as of June 30, 2014 will move to Step 6 on January 1, 2015 and will move to each succeeding step annually on January 1st of each succeeding year until they reach the top step.

Officers who have been at Step 4 for less than one year as of June 30, 2014 shall move to Step 6 on the anniversary of the date they moved to Step 4, or January 1, 2015, whichever is later, and shall move from step to step each year thereafter on the anniversary date of their move to Step 6 until they reach the top step.

4. Article XX, Wages shall be adjusted by deleting the existing language at Section 20.07, Longevity, and substituting the following:

Any full time employee covered by this Agreement who shall have completed the following requisite years of continuous employment with the City by June 1st of any year shall be entitled to receive an annual non-cumulative longevity payment in the following specified amounts for that calendar year:

Effective July 1, 2011

<u>Years of Continuous Employment</u>	<u>Longevity Pay</u>
10 – 14 years	\$650
15 – 19 years	\$750
20 – 24 years	\$1100
25 + years	\$1300

Effective July 1, 2012

<u>Years of Continuous Employment</u>	<u>Longevity Pay</u>
10 – 14 years	\$650
15 – 19 years	\$800
20 – 24 years	\$1500
25 + years	\$2000

Effective July 1, 2013

<u>Years of Continuous Employment</u>	<u>Longevity Pay</u>
10 – 14 years	\$650
15 – 19 years	\$800

20 – 24 years	\$2000
25 + years	\$2500

In return for the foregoing increases in longevity pay, effective July 1, 2011 the Exceptional Service Recognition Plan at Article XXVII will be eliminated, except that employees presently participating in that Plan will be grandfathered until they have finished the three year program. No other employees will be added to the Plan for FY12 or thereafter.

5. Article XXIV, Medical and Dental Insurance, shall be amended at Section 24.01 to read:

Medical Insurance – The CITY will continue to provide the current Group Health Coverage Plans with the existing level of benefits, including the modifications in the Flexible Spending Program. ~~the amount of co-pays for prescriptions and for doctor’s visits that are described in Appendix B and modified in Attachment A thereto, both of which are attached hereto.~~ The CITY will pay eighty percent (80%) of the premiums due thereon, **except as provided below for new employees.** The CITY may provide additional group health plans and, if it does, it will pay the same eighty percent (80%) of the premiums for any such additional group health plans as it pays for the current Group Health Plans, **except as provided below for new employees. Effective July 1, 2011 the following changes will be implemented by the City:**

- **75%/25% contribution rate for all new employees;**
- **New specialist visit co-pay of \$35/visit;**
- **Mandatory mail order for all maintenance drugs;**
- **A one-time payment of \$500 to current subscribers of the POS individual plan, and a one-time payment of \$1,000 to current subscribers of the POS family plan to switch to an EPO or HMO**

plan by August 1, 2011 for the duration of the agreement;

- **Deductible of \$250/\$500, with an annual out of pocket max of \$1,000/\$2500;**
- **Physician office visits – increase of \$5 from \$15 to \$20/visit;**
- **Preventive care – \$0 co-pay;**
- **Emergency Room co-pay increase of \$50 to \$100/visit;**
- **Outpatient day surgery co-pay – new \$100 co-pay;**
- **30 day prescription drug co-pay increases:**
 - **Tier 1 - \$15**
 - **Tier 2 - \$30**
 - **Tier 3 - \$50**

Effective July 1, 2012, the POS contribution rate of the City shall equal the flat dollar value of its contribution to the corresponding HMO. Also effective July 1, 2012, the City may introduce a limited network plan in addition to its existing plans subject to the recommendation of the IAC.

The City agrees that in return for the changes listed above, it will not seek further changes in the terms and conditions of the health insurance plans offered by it to its bargaining unit employees without the express written assent of the Union until, at the earliest, negotiations for a successor to the 2011 – 2014 collective bargaining agreement. Further, should any federal or state law be enacted purporting to allow any such changes prior to the negotiations for a successor agreement, the City will not pursue any such changes unless it is legally compelled to do so.

6. Article XXVI, Educational Incentive Pay, shall be amended by adding a new Section 26.06(i) to read:

Effective July 1, 2011, educational credits earned toward a Quinn Bill eligible degree will be paid at the rate of \$35.00 per annum hourly

credit until the degree is achieved from a Quinn Bill approved school. Officers must be enrolled in a Quinn eligible degree program and provide proof of successful completion of such courses by submitting a certified copy of their transcript with grades. Only course taken at Quinn approved colleges and universities shall be approved.

Once enrolled in a Quinn approved course, officers will become and remain eligible not only for the credits newly received from such program, but also for any Quinn eligible credits previously taken by them. If for any reason the Massachusetts Board of Higher Education declines to certify, and/or no longer certifies, institutions, programs or credits for purposes of qualifying any employees for educational incentives under c. 41, s. 108L, the City shall so credit employees with qualifying educational credit obtained, or previously held from any public or private colleges or universities that are the same or similar to degree programs previously qualified by the Board of Higher Education and shall pay such employees the educational incentives for which they so qualify as set forth above. Under no circumstance shall an employee receive benefits for any program which grants credits for the following: life experience; courses taught by instructors lacking appropriate educational degrees; and courses lacking appropriate concentration on academic and scholarly research.

7. The City and the Association agree to execute a side agreement, effective upon the approval of the funding vote of the Board of Aldermen, to read:

“The Association accepts General Order # 565, dated 5/1/11 with the following provisos, all of which are agreeable to the City.

1. Body armor may be worn in an external carrier at the option of the officer.

2. If an officer is injured in the line of duty, and is not wearing body armor, the City will nonetheless treat the officer as carried in injured on duty status for all purposes provided that he/she is otherwise eligible for such coverage unrelated to the wearing of the body armor.

3. Officer shall not be required to wear body armor when performing details that are not classified as high risk, but shall have their armor available to wear if circumstances develop that warrant high risk precautions.

For the Newton Police Department

For the Newton Police Association

Matthew A. Cummings, Chief

John Daly, President

8. Article XXXVI, Duration, shall be amended to read:

36.01 This AGREEMENT is effective from July 1, ~~2009~~, **2011**, for a period ending June 30, ~~2011~~ **2014** and shall remain in effect from year to year hereafter unless either party hereto, desiring to terminate or amend any provisions of this Contract, sends written notice to the same no later than one hundred twenty (120) days prior to the termination date hereof or any succeeding anniversary date.

36.02 In any event, if sixty (60) days prior to June 30, ~~2011~~ **2014**, the UNION has given notice to the City that it intends to renegotiate a new agreement, then the terms and conditions of this AGREEMENT will continue in full force and effect during the negotiation process of that new AGREEMENT, ~~but no later than January 1, 2009.~~ **If for any reason this AGREEMENT**

cannot be so extended, then the parties agree that on or before June 30, 2014 they shall execute a Bridge Agreement extending all terms and conditions of the AGREEMENT in effect during negotiations for a new AGREEMENT.

Agreed this 21 day of June 2011, on behalf of:

The City of Newton

By: Maureen Lemieux
Maureen Lemieux, CBO

Newton Police Association

By: John M. Daly
John Daly, President

By: Dolores Hamilton
Dolores Hamilton, Director of
Human Resources