

City of Newton
Newton Police Superior Officers Association
Memorandum of Agreement
7/11/2011

Three year contract July 1, 2011 to June 30, 2014:
7/1/2011

[Below are changes only, all other items remain from 2009-2011 agreement.]

1. Health Insurance Changes (effective August 1, 2011):

- 75%-25% Contribution rate for all new employees ["new" means newly hired by the City]
- Mandatory mail order for all maintenance medications
- Specialist Office visits – new \$35 co-pay/visit
- Outpatient day surgery co-pay –new \$100 co-pay
- **IAC recommended health plan changes:**
 - Deductible of \$250/\$500, with an annual out of pocket max of \$1000/\$2500
 - Physician Office visits – increase of \$5 from \$15 to \$20/visit
 - Preventative care - \$0 co-pay
 - Emergency Room co-pay increase of \$50 to \$100/visit
 - 30 Day Prescription drug co-pay increase
 - Tier 1 - \$15
 - Tier 2 - \$30
 - Tier 3 - \$50
- The City agrees that in return for the changes listed above, it will not seek further changes in the terms and conditions of the health insurance plans offered by it to its bargaining unit employees without the express written assent of the Association until at the earliest, negotiations for a successor to the 2011 – 2014 collective bargaining agreement. Further, should any federal or state law be enacted purporting to allow any such changes prior to the negotiations for a successor agreement, the City will not pursue any such changes unless it is legally compelled to do so.

2. Longevity payments: Amend Article 23.07 with the following language:

Effective July 1, 2011 at the following rates:

10-14 years - \$650
15-19 years - \$750
20-24 years - \$1200
25 + years - \$1300

Effective July 1, 2012 at the following rates:

Annual
10-14 years - \$650

15-19 years - \$800
20-24 years - \$1500
25 + years - \$2000

Effective July 1, 2013 at the following rates:

Annual
10-14 years - \$650
15-19 years - \$800
20-24 years - \$2000
25 + years - \$2500

3. **Administrative Stipend** – effective 7/1/2011, will increase by \$165 for all members of the bargaining unit.

4. **Promotions -**

All promotions within the Association to the rank of Lieutenant or Captain shall be made as a result of competitive examination given and granted by the *Commonwealth of Massachusetts Human Resource Division* and shall be subject to all laws thereto.

As far as possible, the CITY shall continue to anticipate and plan for filling vacancies in officers ranks and shall endeavor to have a promotion list available. The CITY shall continue to make promotions as soon as practicable after a vacancy occurs.

5. **Exceptional Service Recognition Program:** Amend Article 30, terminating the exceptional service recognition program, effective immediately, although current participants will be grandfathered until they finish the three year program, no others will be added except the five remaining participants¹, as part of the transition to end the program will be compensated as follows:

- Three (3) will receive a lump sum payment of \$6000 in the paycheck dated on or before 7/31/13
- Two (2) will receive a lump sum payment of \$6000 in the paycheck dated on or before 7/31/14

6. **Uniforms and Equipment** – Amend Article 7 with the following language:

Recognizing that police work is inherently dangerous, the CITY will immediately take all reasonable steps to protect the safety of its employees in the performance of such work, including issuing body armor and providing training in proper use of body armor. Body armor will be worn while performing all qualified police activities, as determined below by the Chief, in accordance with General Order # 565, dated 5/1/11, with the following provisos, all of which are agreeable to the City:

¹ These are Anastasia, Gromada, Apotheker, Annese, Dowling.

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. Officers 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.

7. Bereavement Leave: Amend Article 5 to read:

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.

8. Wages:

- Increase night shift differential from 7% to 8% on 7/1/2011
- Lump sum payment of \$700 upon implementation of the health insurance changes.
- A one- time payment of \$500 to current subscribers of POS individual plan, a one- time \$1000 payment to current subscribers of the POS family plan to switch to an EPO or HMO plan by August 1st 2011 and for the duration of this agreement.

9. Detail Rate:

The detail rate for private details shall increase to \$45 thirty (30) days after ratification of this agreement.

Effective upon ratification, whenever Superior Officers perform any details in a supervisory capacity, they shall be compensated the following differentials of the Patrol Officers rate:

Sergeants	\$15 per hour over Patrol Officer's rate for that particular detail
Lieutenants	\$23 per hour over Patrol Officer's rate for that particular detail
Captains	\$31 per hour over Patrol Officer's rate for that particular detail

10. Educational Incentive Pay, Article XXIX , shall be amended by amending Article 29 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 courses 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 credits for the following: life experience; courses taught by instructors lacking appropriate educational degrees; and courses lacking appropriate concentration on academic and scholarly research.

7/1/2012

1. Health Insurance Changes:

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

7/1/2013

1. Wages:

Amend Article 23.10 and Appendix A by replacing the existing benchmark points of reference with the following:

July 1, 2011	\$52,632.11
July 1, 2012	\$54,132.86
July 1, 2013	\$54,944.85

June 30, 2014

\$56,524.34, \$58,220.07, \$59,675.57²

Sergeants compensation shall be 121.5% of the benchmark on the dates reflected above. The Lieutenants shall be compensated at 117% of the Sergeants salary and the Captains shall be compensated at 117% of the Lieutenants salary.

2. **Duration** Article XXXVII shall be amended to read:

This AGREEMENT is effective from July 1, 2011, for a period ending June 30, 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.

In any event, if sixty (60) days prior to June 30, 2014, the Association 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. 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 29th day of July 2011, on behalf of:

The City of Newton

By: Maureen Lemieux
Maureen Lemieux, CFO

By: Dolores Hamilton
Dolores Hamilton, Director of
Human Resources

Newton Police Superior Officers Association

By: Dennis Berube
Lt. Dennis Berube, President

By: Frank Esling

² Sergeants shall receive 121.5% of whichever of these figures represents the highest step patrol officer, with Lieutenants receiving 117% of the Sergeants salary and Captains receiving 117% of Lieutenants salary. At all times, these percentage rank differentials shall remain in place between the patrol officer at the highest step and the members of this bargaining unit.