



RUTHANNE FULLER
MAYOR

City of Newton, Massachusetts
Office of the Mayor

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March 13, 2023

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 the sum of \$450,000 to 0120102-511001 (Traffic Safety-Regular Salaries). The City of Newton recently reached agreement with AFSCME 2913 on two 3-year Collective Bargaining Agreements covering FY2019 – FY2021 and FY2022 – FY2024.

AFSCME 2913 includes the Parking Control Officers as well as all Traffic Supervisors (Crossing Guards).

The sources of these funds are per below.

- \$402,798 from 0110498-519700 (Reserve Funds-Current Year Wage Reserve)
- \$47,202 from 0110498-579000 (Reserve Funds-Current Year Budget Reserve)

Thank you for your consideration of this matter.

Sincerely,

Ruthanne Fuller
Mayor

CITY OF NEWTON
AND
AFSCME COUNCIL 93, LOCAL 2918
TRAFFIC SUPERVISORS/PARKING CONTROL
MEMORANDUM OF AGREEMENT

The City of Newton (the "City") enters into the following Agreement with AFSCME Council 93, Local 2918, Traffic Supervisors/Parking Control Officers (the "Union"), for a three-year successor collective bargaining agreement from July 1, 2018 to June 30, 2021 (FY19-FY21) as follows:

A. Traffic Supervisors

1. Article XIX (Wages):

- (a) FY19: July 1, 2018, 3% COLA to the existing grid.
- (b) FY20: July 1, 2019, 3% COLA to the existing grid.
- (c) FY21: July 1, 2020, 3% COLA to the existing grid.

2. Annual Meeting of Traffic Supervisors

The City shall compensate Traffic Supervisors at their regular rate of pay for attendance at the annual mandatory meeting held by the Newton Police Department, with a minimum of two (2) hours regular pay for each Traffic Supervisor in attendance at this meeting.

The City also agrees to retroactively pay all Traffic Supervisors, who were in attendance at this mandatory meeting, at their regular hourly rate of pay, for two hours for each annual meeting which occurred during the period of this agreement. Both parties agree that this shall represent any and all claims for retroactive payment for attendance at this meeting.

B. Parking Control Officers

1. Article XIX (Wages)

- (a) FY19: July 1, 2018, 3% COLA to the existing grid.
- (b) FY20: July 1, 2019, 3% COLA to the existing grid.
- (c) FY21: July 1, 2020, 3% COLA to the existing grid.

2. Annual Meeting of Traffic Supervisors and Its applicability to Parking Control Officers

The City shall compensate Parking Control Officers for attendance at the annual mandatory meeting of Traffic Supervisors held by the Newton Police Department. If attendance at this meeting results in the PCO working more than 40 hours during the week of the mandatory meeting, the PCO shall be paid at their overtime rate. If attendance at this meeting results in the PCO not working more than 40 hours during the week of the mandatory meeting, the PCO shall be paid at their regular rate of pay. In all



circumstances, the Parking Control Officers will each receive a minimum of two (2) hours pay for attendance at this meeting.

The City also agrees to retroactively pay all Parking Control Officers, who were in attendance at this mandatory meeting and who worked more than 40 hours during the week of that mandatory meeting, at the overtime rate of pay, for two (2) hours for each annual meeting which occurred during the period of this agreement. Both parties agree that this shall represent any and all claims for retroactive payment for attendance at this meeting.

C. Article XXVIII (Duration)

Revise Section 28.01 to read as follows:

"28.01 This AGREEMENT shall be effective as of July 1, 2018 for the period ending June 30, 2021 and shall remain in effect from year to year thereafter unless either party hereto, desiring to terminate or amend any provisions of this contract, send written notice of the same to the other no later than one hundred twenty (120) days prior to the termination date hereof or any succeeding anniversary date."

AFSCME COUNCIL 93,
LOCAL 2913
TRAFFIC SUPERVISORS/PARKING CONTROL

By:

By:

By:

By:

By:

By:

Date:

Angela Foley
[Signature]
1-9-23

CITY OF NEWTON

By:

By:

By:

By:

By:

By:

Date:

Mayor Ruthanne Fuller
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Maureen Lemieux
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Date: 2023.01.10 18:30:38 -05'00'

Michelle Pizzi O'Brien
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Date: 2023.01.09 18:12:12 -05'00'

George R. McMains
Digitally signed by George R. McMains
DN: cn=George R. McMains, o=Newton Police Department, ou,
email=gmcmains@newtonma.gov, c=US
Date: 2023.01.11 08:06:35 -05'00'

Aissa Givhan

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CITY OF NEWTON
AND
AFSCME COUNCIL 93, LOCAL 2913
TRAFFIC SUPERVISORS/PARKING CONTROL
MEMORANDUM OF AGREEMENT

The City of Newton (the "City") enters into the following Agreement with AFSCME Council 93, Local 2913, Traffic Supervisors/Parking Control Officers, for a three-year successor collective bargaining agreement from July 1, 2021 to June 30, 2024 (FY22-FY24).

A. Traffic Supervisors

1. Article XIX (Wages)

- (a) FY22: July 1, 2021, 3% COLA to the existing grid.
- (b) FY23: July 1, 2022, 8% COLA to the existing grid.
- (c) FY24: July 1, 2023, 3% COLA to the existing grid.

2. Annual Meeting of Traffic Supervisors

The City shall compensate Traffic Supervisors at their regular rate of pay for attendance at the annual mandatory meeting held by the Newton Police Department, with a minimum of two (2) hours regular pay for each Traffic Supervisor in attendance at this meeting.

The City also agrees to retroactively pay all Traffic Supervisors, who were in attendance at this mandatory meeting, at their regular hourly rate of pay, for two (2) hours for each annual meeting which occurred during the period of this agreement. Both parties agree that this shall represent any and all claims for retroactive payment for attendance at this meeting.

B. Parking Control Officers

1. Article XIX (Wages)

- (a) FY22: July 1, 2021, 3% COLA to the existing grid.
- (b) FY23: July 1, 2022, 3% COLA to the existing grid.
- (c) FY24: July 1, 2023, 8% COLA to the existing grid.

2. Annual Meeting of Traffic Supervisors and its applicability to Parking Control Officers

The City shall compensate Parking Control Officers for attendance at the annual mandatory meeting of Traffic Supervisors held by the Newton Police Department. If attendance at this meeting results in the PCO working more than 40 hours during the week of the mandatory meeting, the PCO shall be paid at their overtime rate. If attendance at this meeting results in the PCO not working more than 40 hours during the



week of the mandatory meeting, the PCO shall be paid at their regular rate of pay. In all circumstances, the Parking Control Officers will each receive a minimum of two (2) hours pay for attendance at this meeting.

The City also agrees to retroactively pay all Parking Control Officers, who were in attendance at this mandatory meeting, and who worked more than 40 hours during the week of that mandatory meeting, at the overtime rate of pay, for two (2) hours for each annual meeting which occurred during the period of this agreement. Both parties agree that this shall represent any and all claims for retroactive payment for attendance at this meeting.

C. ARTICLE IV (Union Dues and Agency Fee)

Modify section 4.01 as follows:

"Pursuant to the provisions of General Laws, Chapter 180, Section 17A, accepted by the CITY, UNION dues shall be deducted by the CITY weekly from the salary of each employee, per pay period, who voluntarily executes and remits to the CITY a form of authorization for payroll deduction of UNION dues, ~~initiation fee and assessments.~~

Modify section 4.03 as follows:

"Transmittal of said dues deducted shall be made electronically to the UNION Treasurer within twenty-five (25) working days after the month in which dues are deducted; provided that the CITY Treasurer is satisfied with such evidence as he they may require that the Treasurer of the UNION has given to the UNION a bond, in a form approved by the Commissioner of Corporations and ~~Taxation~~ Revenue, for the faithful performance of his/her duties, in a sum and with surety or sureties as are satisfactory to the CITY TREASURER."

Delete Section 4.05 relating to agency fees and re-title this article: "Union Dues."

D. Article VI B (Employee Attendance)

Effective July 1, 2022, amend section 6B.06 to increase the annual "recognition" pay to increase from \$250 to \$300.

E. Article XVIII (Hours of Work)

Modify sections 18.01 as follows:

"The days of employment for School Traffic Supervisors shall conform to the Newton school calendar and hours."

Modify sections 18.02 as follows:

"The basic work week for School Traffic Supervisors shall consist of seven hours and thirty minutes (7.5 hours)."

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Modify sections 18.03 as follows:

"Adjustments in pay for School Traffic Supervisors for working at a post requiring coverage beyond the regular weekly schedule of seven hours and thirty (30) minutes will be maintained through the school year including vacations, holidays, and paid sick days."

Add new section 18.04 as follows:

"The hours of work for Parking Control Officers shall consist of 40 hours per week on a four-and two-day rotation and as set forth by the schedule agreed to on July 27, 2020. The regular workday shall consist of ten (10) hours beginning at 8:00 a.m. and ending at 6:00 p.m. daily."

Add new Section 18.05 as follows:

"The City shall have the right to modify the daily start and end times for hours of work of Parking Control Officers during the school year to reflect the needs of the School Department calendar when Parking Control Officers are also serving as Traffic Supervisors, so long as notice is given to the Union and all members of the bargaining unit within two weeks of the start of the school year. If a modification in hours results in Parking Control Officers working more than the forty (40) hour work week, Parking Control Officers shall be compensated in accordance with this agreement."

F. Article XXVIII (Duration)

Revise Section 28.01 to read as follows:

"28.01 This AGREEMENT shall be effective as of July 1, 2021 for the period ending June 30, 2024 and shall remain in effect from year to year thereafter unless either party hereto, desiring to terminate or amend any provisions of this contract, send written notice of the same to the other no later than one hundred twenty (120) days prior to the termination date hereof or any succeeding anniversary date."

G. Miscellaneous

1. HOLIDAYS

Add "Juneteenth" as an additional holiday.

Amend "half-holidays" to include Martin Luther King, Jr. Day.

Amend Section 16.05 (subsection 5) by renaming the holiday "Columbus Day" to "Indigenous People's Day" per the City Council resolution dated November 2, 2020, Order #351-20.

2. GPS

The City may install and maintain GPS to monitor geographic location and other related data that is necessary for the City to facilitate the safe, orderly and efficient operations of

Parking Control in the City of Newton. Tampering with GPS equipment or signal is expressly prohibited, and such misconduct will constitute just cause for discipline, up to and including termination from employment. GPS will not be used by the City to monitor the personal habits of members of the bargaining unit.

3. Scheduling/Payroll Computer Software

The NPD will adopt a new scheduling/payroll computer software program for use by its sworn officers and civilian employees, including Traffic Supervisors and PCOs. The parties shall impact bargain the implementation of the new scheduling computer software program. The parties shall take all reasonable measures to successfully put into effect the program in a timely manner and in no case later than sixty (60) days following ratification of this MOA by the union. This shall include, but not be limited to, the NPD providing personnel with training and instruction on the program as needed.

4. Health Insurance Changes

Amend the July 26, 2011 MOA between the City and AFSCME, Local 2913, to be implemented by the City no less than thirty (30) days upon ratification by members of the union of a successor CBA, as follows:

Health Insurance Changes:

- 75%-25% Contribution rate for all new benefit eligible employees
- Mandatory mail order for all maintenance medications
- Specialist Office visits - new ~~\$35 co-pay~~/visit \$40/visit
- Outpatient day surgery co-pay-new ~~\$100 co-pay~~
- Retail Clinic (as defined by the City's Plan) Visit co-pay: \$5/visit [~~\$20 to \$5~~]
- Urgent Care (as defined by the City's Plan) Visit co-pay: \$10/visit [~~\$20 to \$10~~]

IAC recommended health plan changes:

- Deductible of ~~\$250/\$500~~, with an annual out of pocket max of ~~\$1000/\$2500~~
- Preventative care - \$0 co-pay
- Physician Office visits - increase of ~~\$5 from \$15 to \$20~~/visit \$25/visit
- Emergency Room co-pay increase of ~~\$50 to \$100~~/visit
- 30-day Prescription drug co-pay increase:

Tier 1	\$15 <u>\$20</u>
Tier 2	\$30

4 

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.

5. DIRECT DEPOSIT

Within thirty (30) days of ratification by members of the union of a successor CBA, all members of the bargaining unit shall have direct deposit of payroll checks from the City.

6. MISCELLANEOUS

If a City email is provided to a member of the union, they shall be required to regularly check their City email in order to stay updated on Police Department notices or other City communications. If a member is not provided with a City email address, they shall provide to the Chief's office a personal email that they shall check regularly for Police Department notices or other City communications.

AFSCME COUNCIL 93, LOCAL 2913
TRAFFIC SUPERVISORS/PARKING CONTROL

By:

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By:

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1-9-23

By: _____

By: _____

By: _____

By: _____

Date:

CITY OF NEWTON

By:

Mayor
Ruthanne Fuller

Digitally signed by Mayor
Ruthanne Fuller
Date: 2023.01.10 18:08:27
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By:

Maureen Lemieux

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Lemieux
Date: 2023.01.10 18:31:02 -05'00'

By:

Michelle Pizzi
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By:

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CHIEF

George R.
McMains

Digitally signed by George R. McMains
DN: cn=George R. McMains, o=Newton
Police Department, ou,
email=g.mcmains@newtonma.gov, c=US
Date: 2023.01.11 08:07:40 -05'00'

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Date:

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