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August 1, 2022

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 \$1,500,000 from Acct # 0110498-519700 Current Year Wage Reserve. The City has recently reached agreement with the NPSOA (Newton Police Superior Officers Association) on two collective bargaining agreements covering a 5-year period. The first covers FY19 through FY21, and the second covers the two-year period of FY22 and FY23. The fully executed Memoranda of Agreement are attached.

Thank you for your consideration of this matter.

Sincerely,

Ruthanne Fuller  
Mayor

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**CITY OF NEWTON AND  
NEWTON POLICE SUPERIOR OFFICERS ASSOCIATION, MASSCOP  
MEMORANDUM OF AGREEMENT**

The City of Newton (the "City") and the Newton Police Superior Officers Association, MASSCOP (the "NPSOA"), by and through its Police Department, hereby enter into the following Memorandum of Agreement ("Agreement") for a three-year successor collective bargaining agreement from July 1, 2018 to June 30, 2021 (FY19 to FY21).

**1. ARTICLE XXIII (WAGES)**

Amend Article XXIII as follows:

~~"23.01 The annual compensation for Superior Officers covered by this AGREEMENT will be set forth in this article out in Appendix A attached hereto. The annual compensation amounts have been computed by using the following benchmark points of reference as of the following dates which have been agreed upon by the CITY and the ASSOCIATION in the negotiations resulting in this AGREEMENT.~~

<b><u>July 1, 2018 (FY19)</u></b>	<b>PO-S8 \$70,819</b>
Sergeant:     \$ 86,045	(3% COLA to base wage)
Lieutenant:   \$100,673	(3% COLA to base wage)
Captain:       \$117,787	(3% COLA to base wage)

<b><u>July 1, 2019 (FY20)</u></b>	<b>PO-S8 \$72,943</b>
Sergeant:     \$ 88,626	(3% COLA to base wage)
Lieutenant:   \$103,693	(3% COLA to base wage)
Captain:       \$121,321	(3% COLA to base wage)

<b><u>July 1, 2020 (FY21)</u></b>	<b>PO-S8 \$75,132</b>
Sergeant:     \$ 91,285	(3% COLA to base wage)
Lieutenant:   \$106,804	(3% COLA to base wage)
Captain:       \$124,960	(3% COLA to base wage)

The Sergeant's salary shall, at all times during the term of this AGREEMENT, be 121.5% of the foregoing benchmark points of reference. The Lieutenant's salary shall, at all times during the term of this AGREEMENT, be 117% of the Sergeant's salary and the Captain's salary shall, at all times during the term of this AGREEMENT, be 117% of the Lieutenant's salary.

~~The wage schedule in Appendix A shall be adjusted to reflect the foregoing negotiated increases in the Superior Officers' salaries.~~

If the Patrol Officers' salary settlement for anyone of the three (3) years covered by this AGREEMENT exceeds the percentage increases in the benchmark points of reference set forth above, the salary schedule for the Superior Officers shall be subject to being reopened upon the request of the Association."

See Wage Grid, attached hereto as Addendum A.

Delete Appendix A.

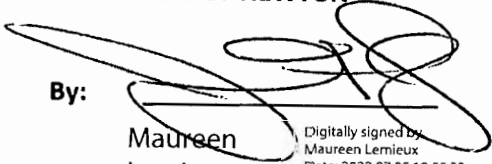
(2) **ARTICLE XXXVII (DURATION)**

Replace with effective dates: July 1, 2018 to June 30, 2021.

(3) This Agreement shall be governed under the laws of the Commonwealth of Massachusetts.

**CITY OF NEWTON**

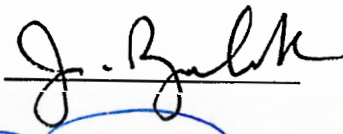
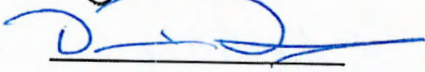
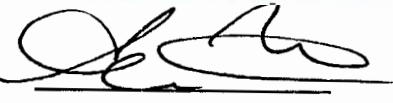
**NPSOA, MASSCOP**

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ADDENDUM A

WAGE GRID

**CITY OF NEWTON AND  
NEWTON POLICE SUPERIOR OFFICERS ASSOCIATION, MASSCOP  
MEMORANDUM OF AGREEMENT**

The City of Newton (the "City") and the Newton Police Superior Officers Association, MASSCOP (the "NPSOA"), by and through its Police Department, hereby enter into the following Memorandum of Agreement for a two-year successor collective bargaining agreement from July 1, 2021 to June 30, 2023 (FY22 to FY23).

**1. ARTICLE XXIII (WAGES)**

Amend Article XXIII as follows:

~~"23.01 The annual compensation for Superior Officers covered by this AGREEMENT will be set forth in this article out in Appendix A attached hereto. The annual compensation amounts have been computed by using the following benchmark points of reference as of the following dates which have been agreed upon by the CITY and the ASSOCIATION in the negotiations resulting in this AGREEMENT.~~

**July 1, 2021 (FY22)**                      **PO-S8 \$77,386 (Assume 3% increase from prior year)**

<b>Sergeant:</b>	<b>\$ 94,024</b>	<b>(3% COLA to base wage)</b>
<b>Lieutenant:</b>	<b>\$110,008</b>	<b>(3% COLA to base wage)</b>
<b>Captain:</b>	<b>\$128,709</b>	<b>(3% COLA to base wage)</b>

**July 1, 2022 (FY23)**                      **PO-S8 \$79,707 (Assume 3% increase from prior year)**

<b>Sergeant:</b>	<b>\$ 96,844</b>	<b>(3% COLA to base wage)</b>
<b>Lieutenant:</b>	<b>\$113,308</b>	<b>(3% COLA to base wage)</b>
<b>Captain:</b>	<b>\$132,570</b>	<b>(3% COLA to base wage)</b>

The Sergeant's salary shall, at all times during the term of this AGREEMENT, be 121.5% of the foregoing benchmark points of reference. The Lieutenant's salary shall, at all times during the term of this AGREEMENT, be 117% of the Sergeant's salary and the Captain's salary shall, at all times during the term of this AGREEMENT, be 117% of the Lieutenant's salary.

If the Patrol Officers' salary settlement for anyone of the two years covered by this AGREEMENT exceeds the percentage increases in the benchmark points of reference set forth above, the salary schedule for the Superior Officers shall be subject to being reopened upon the request of the Association."

See Wage Grid, attached hereto as Addendum A.

**2. FISCAL YEAR 2022**

**(A) ARTICLE XII (HOLIDAYS)**

Amend Section 12.01 to add "Juneteenth" as an additional holiday.

3. **FISCAL YEAR 2023**

Upon execution of a memorandum of agreement and ratification by the NPSOA and funding by the City, or as otherwise provided for in this off the record proposal, the following changes shall be made on July 1, 2022, or on such other date as stated herein:

(A) **ARTICLE II (PAYROLL DEDUCTION OF ASSOCIATION DUES)**

(1) Amend Article 2.01 as follows:

“Transmittal of said dues deducted shall be made **electronically** to the ASSOCIATION Treasurer within twenty-five (25) working days after the week in which dues are deducted ...”

(2) Delete Section 2.03 relating to agency fees.

(B) **ARTICLE IV (SPECIAL LEAVE)**

Amend Section 4.06 to add: “**significant other (defined as one who stands in the place of a spouse and resides with the employee)**”

(C) **ARTICLE V (BEREAVEMENT LEAVE)**

Amend Section 5.01 to add: “**significant other (defined as one who stands in the place of a spouse and resides with the employee).**”

(D) **ARTICLE VIII (PAID DETAILS AND OVERTIME ASSIGNMENTS)**

(1) Amend Section 8.12 as follows:

“Only sworn Patrol and/or Superior officers, approved retired special police officers (Sec. 24-6 of the Newton Revised Ordinances), active duty out of town officers under mutual aid agreement with the City, and supplemental paid detail personnel approved by the Chief of Police, are authorized to direct all traffic, either in person or by means of visible or audible signals, including at construction sites in the public way. However, in the event of fire or other emergency, to expedite traffic or safeguard pedestrians, officers of the police or fire department may direct traffic as conditions may require, notwithstanding the provisions of this Section. Unpaid auxiliary police shall not direct traffic at construction sites in the public way. Call-down of personnel shall be as follows: (1) active-duty Newton Police Officers, (2) retired Newton special police officers, (3) active duty out of town officers under mutual aid agreement with the City, and then (4) supplemental Paid Detail Personnel. The call-down for the Supplemental Paid Detail Personnel shall be as follows: (1) Retired Massachusetts Police Officers based on superannuation; (2) Retired Massachusetts State Police based on superannuation; (3) Retired Massachusetts Law Enforcement Division Sheriffs based on Superannuation; (4) **personnel trained as** Newton Auxiliary Officers; and (5) Prior law enforcement experience or training acceptable to the Chief of Police.”

- (2) On July 1, 2022, amend the detail rates as follows: \$65 per hour for City details and \$70 per hour for private, non-City details.

(E) **HOLIDAYS (ARTICLE XII)**

Add new Section 12.04 as follows, to take place effective July 1, 2022:

**"12.04 Officers scheduled to work and who do work on a holiday or who are ordered to work and who do work a tour of duty (Day, First Half, or Last Half) on a holiday shall receive, in addition to all current benefits, an additional four (4) hours' pay at the straight time rate, except for Thanksgiving, Christmas, New Year's, and July 4, for which qualifying officers shall receive an additional eight (8) hours' pay at the straight time rate. For purposes of this provision, the qualifying tours of duty are those that start on the holiday. For the purpose of this section, the term work shall not include City and non-City, private details."**

(F) **ARTICLE XIII (HOURS OF WORK)**

- (1) The parties shall establish committee to research, study, and make recommendations concerning Hours of Work. The recommendations shall not be binding, but they may be used by either party in successor contract negotiations.
- (2) The committee shall operate as follows:
- 2 members appointed by Association
  - 2 members appointed by Chief
  - Meet at least quarterly for one year
  - Research, study, and make non-binding recommendations
- (3) In agreeing to this proposal, neither party waives any rights it held prior to this Agreement.

(G) **ARTICLE XXIII (WAGES)**

Effective January 1, 2022, amend Section 23.07 (Longevity) as follows:

"5-9 years	\$ 800
10-14 years	\$1,300
15-19 years	\$1,800
20-24 years	\$2,800
25+ years	\$3,800"

(H) **ARTICLE XXIII (WAGES)**

Amend Section 23.11 by deleting the existing sentence and replacing it with:

**"All wages for Superior Officers shall be paid through direct deposit by the City."**

**(I) ARTICLE XXIII (WAGES)**

Effective thirty (30) days following ratification by the members of the union, amend 23.02 (Night Differential), by replacing it with the following:

"23.02 Night Shift Differentials - Sergeants, Lieutenants and Captains scheduled to work the night shifts' first half tour of duty and/or last half tour of duty shall receive a shift differential of nine percent (9.0%) effective 7/1/11 of their respective maximum wage for all hours that their shift is regularly scheduled to work, whether or not they work such hours, and for all paid leaves. Superior Officers regularly scheduled to work shifts eligible for shift differential shall be entitled to shift differential when assigned to participate in training during day shifts."

**(J) ARTICLE XXIII (WAGES)**

Effective March 1, 2023, amend Section 23.10 (Training) to increase annual training differential by an additional \$500.

**(K) ARTICLE XXVIII (VACATION BENEFITS)**

(1) Effective January 1, 2022, amend Section 28.02 as follows:

**"28.02 Superior Officers will be entitled to the following vacation time on account of longevity:**

Six months from date of hire	1 week total
On anniversary date after 1 year	2 weeks total
On anniversary date after 5 years	3 weeks total
On anniversary date after 10 years	4 weeks total
On anniversary date after 15 years	5 weeks total
On anniversary date after 25 years	6 weeks total"

(2) Effective January 1, 2022, amend Section 28.04 as follows: "Superior Officers shall have the option of carrying over up to five (5) vacation days from one calendar year to the next provided that any such days are taken by **August 31<sup>st</sup>** of the following year."

**(L) ARTICLE XXXVII (DURATION)**

Replace with effective dates: July 1, 2021 to June 30, 2023.

**(M) ARTICLE XXVII (HOSPITALIZATION AND MEDICAL PROGRAM)**

Amend Section 27.01 and 27.02 as follows, to be implemented by the City no less than thirty (30) days upon ratification by members of the union of this Agreement:



"27.01 The CITY will continue to provide the Group Health Coverage Plans, including the Flexible Spending Program and the Dental Plan, with the level of benefits that were in effect as of ~~December 1, 2003~~ **January 1, 2022, July 1, 2022** and the premium rates for this coverage will continue to be allocated on an eighty percent (80%) City/twenty percent (20%) employee basis.

The following changes in the health insurance plans were negotiated by the CITY and the ASSOCIATION and were implemented as of December 1, 2003:

- 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.~~
- ~~Emergency Room visits increase co-payments for emergency room visits to \$50.~~

Health Insurance:

- ~~POS Flat rate equal to HMO rate~~
- ~~Introduce a limited network plan as recommended through IAC~~
- ~~Front End Deductible for Unauthorized Services — POS Unauthorized Services Deductible from \$100 to \$250 with an annual Unauthorized Services Out-of-Pocket maximum from \$1,000 per individual to \$2,500 per family.~~
- ~~Inpatient Admission Deductible 150 deductible for any inpatient admission with an out-of-pocket annual maximum of \$300.~~

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 Coverage Plans.

- 80%-20% Contribution rate for all employees insured by the City prior to August 1, 2011
- 75%-25% Contribution rate for all employees insured by the City after August 1, 2011
- Mandatory mail order for all maintenance medications
- Specialist Office visits - **\$40** co-pay/visit [**\$35 to \$40**]
- Outpatient day surgery co-pay - \$100 co-pay
- Deductible of \$250/\$500, with an annual out of pocket max of \$1000/\$2500
- Physician Office visits - **\$25/visit** [**\$20 to \$25**]
- Preventative care - \$0 co-pay
- Emergency Room co-pay - \$100/visit
- 30 Day Prescription drug co-pay increase:
  - Tier 1- **\$20** [**\$15 to \$20**]
  - Tier 2 - \$30
  - Tier 3 - \$50
- 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]

7.02 Canadian Prescription Option The CITY'S group health plans may include a Canadian prescription option."

Amend the July 11, 2011 MOA between the City and NPSOA to delete:

~~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.~~

**(N) PERFORMANCE EVALUATIONS**

- (1) The NPSOA and the City shall, upon execution of this Agreement, begin discussing a new performance evaluation system for the Newton Police Department. The vehicle for these discussions shall be a four-member committee with two members appointed by the Chief of Police and two members appointed by the President of the NPSOA with either the NPSOA or the City able to invite legal counsel to attend any or all of the meetings.
- (2) The Committee agrees to meet regularly to review alternatives to the present performance evaluation system in an effort to mutually agree upon a revised, updated system.
- (3) Any agreement will be subject to approval by the Mayor and ratification by the union membership provided that neither approval nor ratification will be undertaken unless and until the FY19-FY21 and FY22-FY23 collective bargaining agreements have been ratified by the union membership and funded by the City Council pursuant to Chapter 150E. Otherwise, the approval by the Mayor and ratification by the NPSOA membership, and the implementation of any new performance evaluation system may be implemented at any time determined by the parties' agreement.
- (4) The foregoing applies to substantive changes in the evaluation system. If the only change is to convert from a paper to computerized system, or is otherwise de minimus, the NPSOA agrees to that change only.
- (5) In agreeing to this proposal, neither party waives any rights it held prior to this agreement.

**(O) BODY-WORN CAMERAS**

- (1) The Police Chief shall have the discretion to issue to twelve (12) patrol sergeants body-worn cameras.

- (2) There shall be a Body-Worn Camera Pilot Program to be operated as follows:
- i. The Pilot Program shall be of a one (1) year duration, to commence upon notification by the Chief of Police.
  - ii. Body cameras will be worn by twelve (12) patrol sergeants during Pilot Program.
  - iii. Prior to the initial use of body cameras:
    - (a) All Supervisors shall receive training during their regular shift, when possible. When not possible, Supervisors will receive training on overtime.
    - (b) There shall be a committee on purchasing of body-worn cameras, which shall consist of three (3) representatives of the union and representatives of the NPD administrative team, as constituted by the Chief of Police, to determine which body-worn cameras will be used during the Pilot Program.
  - iv. The NPD General Order setting forth the Body-Worn Cameras Policy is attached hereto as Addendum B. The parties to this Agreement recognize that the policy of the Commonwealth, as the same is set forth in St.2020, c. 254, §104, and the Law Enforcement Body Camera Task Force, and their interpretation, in relation to body-worn cameras are evolving. The parties shall take all necessary actions to be in conformity with applicable federal, state and local laws and regulations.
  - v. One month after the execution of this Agreement, or as soon as practicable thereafter, the Chief of Police will meet with all twelve (12) patrol sergeants who will be wearing the body-worn cameras during the Pilot Program and discuss the goals of the program and address any concerns of these personnel.
  - vi. No less than two (2) representatives of the union agree to meet with representatives of the NPD administrative team, as constituted by the Chief of Police, every two (2) months to review program; meetings shall include patrol sergeant(s) who are participating in the Pilot Program to express recommendations and concerns.
  - vii. During the Pilot Program, the twelve (12) patrol sergeants shall receive a one-time \$2,600 stipend to be paid as follows: \$1,300 after six months and \$1,300 after twelve months. If a patrol sergeant ceases to wear the camera for any period of time (except ordinary leave time, such as vacation, sporadic sick leave, or personal time), the above payments shall be pro-rated.

viii. Body-worn cameras shall not be used while a patrol sergeant is working a paid roadway detail, or while participating in any union activity.

(c) In agreeing to this proposal, neither party waives any rights it held prior to this agreement.

**(P) TOOLS**

(1) The CITY will provide members of the NPSOA no less than the minimum recommended training in the introduction, certification and use of conducted energy weapons and other less-lethal options

(2) Pursuant to 501 CMR 8.05, et seq. and any other applicable laws or regulations, officers shall complete initial training for the use of conducted energy weapons using a curriculum in compliance with the Municipal Police Training Committee. Said initial training will include instruction on the mechanics of the weapon, medical issues, and weapon proficiency, and shall take place during an officer's regular shift, when possible, for no less than eight (8) hours. When not possible, officers will receive training on overtime. All training instructors must have undergone manufacturer's instruction on training in the use of conducted energy weapons. All instructors shall also complete training in compliance with the Municipal Police Training Committee, pursuant to 501 CMR 8.05. A copy of 501 CMR 8.00 is attached hereto as Addendum C.

(3) Initial training on use of all other less-lethal options shall take place during an officer's regular shift, when possible, whereupon members of the NPSOA in designated assignments will carry such tools in their performance as police officers. When not possible, officers will receive training on overtime.

(4) The CITY will also provide refresher training/recertification on said tools at appropriate intervals as determined by the Chief of Police or his/her designee.

(5) In agreeing to this proposal, neither party waives any rights it held prior to this agreement.

**(Q) BURIAL EXPENSES**

The municipal executive authority agrees to place before the appropriate municipal body and advocate acceptance of the provisions of Massachusetts General Laws Chapter 41, Section 100G, relative to the payment of funeral and burial expenses of employees killed in the line of duty.

**(R) CLEANUP**

Incorporate 2019 JLMC Award, MOAs and any side-agreements between the City and NPSOA into the CBA.

(S) This Agreement shall be governed under the laws of the Commonwealth of Massachusetts.

CITY OF NEWTON

NPSOA, MASSCOP

By:

Maureen Lemieux

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ADDENDUM A

WAGE GRID

ADDENDUM B

BODY-WORN CAMERA GENERAL ORDER

ADDENDUM C

501 CMR 8.00