

CITY OF NEWTON

IN BOARD OF ALDERMEN

FINANCE COMMITTEE AGENDA

MONDAY, SEPTEMBER 12, 2011

7 PM  
Room 222

**ITEMS TO BE DISCUSSED:**

*Appointment by His Honor the Mayor:*

#240-11 CAROL ANN SHEA, 24 Milo Street, West Newton, appointed as a member of the NEWTON TAXATION AID COMMITTEE for a term of office to expire May 1, 2014 (60 days 10/07/11). [07-20-11 @ 4:03 PM]

#261-11 HIS HONOR THE MAYOR requesting authorization to accept and appropriate a gift of thirty-eight thousand dollars (\$38,000) from private donations for the purpose of acquiring a dog for the Police Department's new canine program. [08/29/11 @ 3:50 PM]

**REFERRED TO PROGRAMS & SERVICES AND FINANCE COMMITTEES**

#263-11 HIS HONOR THE MAYOR requesting authorization to requesting authorization to appropriate and expend one hundred thousand dollars (\$100,000) from FY12 Budget Reserve for the purpose of funding tree emergency expenses in the Parks and Recreation Department as a result of the recent tropical storm. [08/30/11 @ 2:27 PM]

**PROGRAMS & SERVICES APPROVED 7-0 on 09/07/11**

#311-10(G1A)HIS HONOR THE MAYOR requesting authorization to transfer the sum of thirty-two thousand four hundred twenty-one dollars (\$32,421) from the Angier School Boiler Replacement Project to the Bowen School Boiler Replacement project. [08/01/11 @ 2:23 PM]

#311-10(G2A)HIS HONOR THE MAYOR requesting authorization to transfer the sum of twenty-five thousand dollars (\$25,000) from the Williams School Boiler Replacement Project and the sum of twenty-five thousand dollars (\$25,000) from the Countryside School Lift Installation Project to the Countryside School Boiler Replacement Project. [08/01/11 @ 2:23 PM]

#242-11 HIS HONOR THE MAYOR requesting a transfer from departmental payroll and health benefit accounts to various departmental payroll accounts in order to fund the cost items set forth in the labor contract agreement with the Newton Superior Officers' Association for FY12 through FY14. [08/01/11 @ 2:19 PM]

The location of this meeting is handicap accessible and reasonable accommodations will be provided to persons requiring assistance. If you have a special accommodation need, contact the Newton ADA Coordinator Trisha Guditz at 617-796-1156 or [tguditz@newtonma.gov](mailto:tguditz@newtonma.gov) or via TDD/TTY at (617) 796-1089 at least two days in advance of the meeting.

- #243-11 HIS HONOR THE MAYOR requesting transfers from various accounts in order to fund the cost items set forth in the FY09 through FY11 and the FY12 through FY14 labor contract agreements with the International Association of Firefighters, IAFF Local 863. [08/01/11 @ 2:20 PM]
- #244-11 HIS HONOR THE MAYOR requesting transfers from various accounts in order to fund the cost items set forth in the FY09 through FY11 and the FY12 through FY14 labor contract agreements with the American Federation of State, County and Municipal Employees, Local 2913, the Parking Enforcement and Traffic Supervisors Unions. [08/01/11 @ 2:22 PM]
- #245-11 HIS HONOR THE MAYOR requesting transfers from various accounts in order to fund the cost items set forth in the FY09 through FY11 and the FY12 through FY14 labor contract agreements with the City of Newton Engineers' Association. [08/01/11 @ 2:21 PM]
- #246-11 HIS HONOR THE MAYOR requesting transfers from various accounts in order to fund the cost items set forth in the FY09 through FY11 and the FY12 through FY14 labor contract agreements with the Massachusetts Nurses Association. [08/01/11 @ 2:20 PM]
- #247-11 HIS HONOR THE MAYOR requesting transfers from various accounts in order to fund the cost items set forth in the FY09 through FY11 and the FY12 through FY14 labor contract agreements with the American Federation of State, County and Municipal Employees, Local 2443, the Foremen's Union. [08/01/11 @ 2:21 PM]
- #178-11(2) HIS HONOR THE MAYOR requesting transfers from various accounts in order to fund the cost items set forth in the amended FY12 through FY14 labor contract agreement with the American Federation of State, County and Municipal Employees, Local 3092 and Local 3092B. [08/01/11 @ 2:21 PM]
- #260-11 HIS HONOR THE MAYOR requesting a transfer in the amount of seven thousand eight hundred fifty dollars (\$7,850) from Wage Reserve to various departmental payroll accounts in order to fund an increase to the annual longevity payments for Hay Grade employees. [08-29-11 @ 3:50 PM]

**ITEMS NOT SCHEDULED FOR DISCUSSION:**

- #38-10(3) HIS HONOR THE MAYOR requesting authorization to transfer the sum of one hundred four thousand eight hundred twenty six dollars (\$104,826) from the Energy Improvement Capital Stabilization Fund to provide additional funding for costs associated with building envelope improvements at the Newton Lower Falls Community Center. [08/01/11 @ 2:23 PM]

**REFERRED TO PUBLIC SAFETY & TRANS. AND FINANCE COMMITTEES**

- #262-11 HIS HONOR THE MAYOR requesting amendments to Chapter 17 of the City of Newton Ordinances, 2007 to increase fees for permits issued by the Fire Department. [08/29/11 @ 3:50 PM]
- #241-11 ALD. HESS-MAHAN, FREEDMAN & FULLER requesting a discussion concerning the adoption of the provisions of An Act Relative to Municipal Health Insurance , Ch. 69 of the Acts of 2011, which will allow cities and towns to avoid an estimated \$100 million in health insurance increases, while guaranteeing a role for municipal unions at every step of the process. [07-18-11 @9:08 AM]
- #214-10(5) HIS HONOR THE MAYOR requesting the approval of the Economic Development Proposal for the Chestnut Hill Square Project and authorization of the final joint City of Newton and New England Development Corporation application for funding through the Infrastructure Investment Incentive Program (I-Cubed) of the Economic Development Proposal once the developer has received preliminary approval and settled all outstanding issues. [06/13/11 @ 6:05 PM]
- #140-11 ALD. HESS-MAHAN requesting acceptance of MGL Chapter 59 §5c which allows communities to shift the tax burden away from homeowners who live in lower than average valued single and multi-family homes to owners of higher valued homes, second homes, and most apartment buildings. {04-15-11 @ 3:07 PM]

**REFERRED TO PROG & SERV, PUB. FAC. AND FINANCE COMMITTEES**

- #130-11 PAUL COLETTI, ALD. SANGIOLO, DANBERG, & JOHNSON requesting Home Rule Legislation to create a Capital Preservation Fund for the City of Newton modeled on the Community Preservation Fund to address the capital needs of the City. [04/11/11 @9:42 PM]

**REFERRED TO ZONING AND PLANNING AND FINANCE COMMITTEES**

- #102-11 ALD. HESS-MAHAN, JOHNSON, COMMISSIONER LOJEK, AND CANDACE HAVENS requesting an amendment to Chapter 17 to establish a fee for filing a notice of condo conversion. [03-29-11 @ 4:55PM]  
**ZAP APPROVED 7-0 on 06/13/11**

**REFERRED TO ZONING AND PLANNING AND FINANCE COMMITTEES**

- #95-11 ALD. HESS-MAHAN proposing an ordinance requiring that a notice of conversion to condominium ownership be filed with the Inspectional Services Department and that the property be inspected to determine compliance with all applicable provisions of the state and local codes, ordinances and the rules and regulations of all appropriate regulatory agencies. [03-24-11 @ 9:30AM]  
**ZAP APPROVED 7-0 on 06/13/11**

**REFERRED TO PUBLIC FACILITIES & FINANCE COMMITTEES**

- #89-11 FINANCE COMMITTEE recommending that **Sec. 29-72(b) Same— Assessments upon owners of estates passed by new sewers.** of the City of Newton Rev Ordinances, 2007, be amended to increase the fixed uniform rates assessed upon owners of all estates passed by new sewers to rates that more accurately represent the estimated average cost of installing such sewers. [03-07-11 @9:30 AM]

**REFERRED TO PUBLIC FACILITIES AND FINANCE COMMITTEES**

- #60-11 HIS HONOR THE MAYOR requesting the budget for the Newton North High School construction project be amended by transferring funds from the owner's contingency line item to the construction manager at risk line item for the purpose of funding additional costs related to the demolition phase of the project. [02/10/11 @ 9:18 AM]

**REFERRED TO PUBLIC SAFETY/TRANSPORTATION & FINANCE COMMITTEES**

- #54-11(2) ALD. YATES, CICCONE, HARNEY, FREEDMAN requesting that Chapter 19 MOTOR VEHICLES AND TRAFFIC of the Revised Ordinances be amended by reinstating the Community Parking Program in a manner that charges the participants for the full cost of the program. [05-01-11 @ 10:05AM]

**REFERRED TO PROG. AND SERVICES AND FINANCE COMMITTEES**

- #373-10 ALD. GENTILE, HARNEY, SANGIOLO requesting amendment to §20-13, *Noise Control*, of the City of Newton Revised Ordinances to prohibit outdoor athletic events from starting before 7 AM and increase the maximum fine to \$300. [12-10-10 @ 12:53 PM]

**REFERRED TO PUBLIC SAFETY & TRANS. AND FINANCE COMMITTEES**

- #363-10 ALD. ALBRIGHT & DANBERG proposing a trial of parking meter free Saturdays between Thanksgiving and New Year for the shopping areas to support shopping at local businesses in Newton. [11/15/10 @ 6:30 PM]

**REFERRED TO PUBLIC FACILITIES AND FINANCE COMMITTEES**

- #311-10(A) HIS HONOR THE MAYOR requesting an appropriation in the amount of three million three hundred thirty-five thousand dollars (\$3,035,000) from bonded indebtedness for the purpose of funding the FY 2011 Capital Improvement Plan projects as follows:  
(A) Architectural Design and Engineering/Next Scheduled Fire Station \$400,000  
A-2 - HELD \$270,000 for final design bidding and construction admin  
[11/29/10 @ 3:23 PM]

**REFERRED TO PUBLIC SAFETY & TRANS. AND FINANCE COMMITTEES**

- #311-10(B) HIS HONOR THE MAYOR requesting an appropriation in the amount of three hundred thousand dollars (\$300,000) from bonded indebtedness for the purpose of funding the Manet Road Emergency Communications Radio Tower Replacement,

which is included in the FY 2011 Capital Improvement Plan. [11/29/10 @ 3:23 PM]

**PUBLIC SAFETY & TRANSPORTATION APPROVED 7-0 on 12/08/10**

**REFERRED TO PUBLIC FACILITIES, PROGRAMS & SERVICES AND FINANCE COMMITTEES**

- #312-10 ALD. LENNON, LAPPIN, SCHNIPPER, SANGIOLO requesting a discussion with the School Committee on its plans to address space needs in the Newton public schools. [10-27-10 @ 11:07 AM]
- #259-10 COMPTROLLER transmitting Annual Financial Report for the audit of fiscal year ending June 30, 2010 for Board of Aldermen review/acceptance. [09/13/10 @ 12:26 PM]

**REFERRED TO ZONING & PLANNING AND FINANCE COMMITTEES**

- #391-09(2) ALD. DANBERG, MANSFIELD, VANCE & HESS-MAHAN requesting the establishment of a municipal parking mitigation fund whose proceeds, derived from payments-in-lieu of providing off-street parking spaces associated with special permits, will be used solely for expenses related to adding to the supply of municipal parking spaces, improving existing municipal parking spaces, or reducing the demand for parking spaces.

*Recommitted to Finance on July 12, 2010*

**REFERRED TO PROGRAMS & SERVICES AND FINANCE COMMITTEES**

- #87-09 ALD. SANGIOLO, BRANDEL, FREEDMAN AND HESS-MAHAN requesting a Home Rule Petition to allow the City of Newton to require elected officials to contribute a higher percentage rate for health insurance benefits than is required for other employee groups. [03-10-09 @ 9:17 AM]  
**PROGRAM & SERVICES APPROVED 5-1-1 (Baker opposed; Merrill abstaining; Parker not voting) on 4/15/09**

**REFERRED TO FINANCE AND PROGRAMS AND SERVICES COMMITTEES**

- #245-06 ALD. JOHNSON AND HESS-MAHAN requesting an amendment to the City Charter to require the Mayor annually to prepare and submit to the Board of Aldermen a long-term financial forecast of anticipated revenue, expenditures and the general financial condition of the City, including, but not limited to identification of any factors which will affect the financial condition of the City; projected revenue and expenditure trends; potential sources of new or expanded revenues; anticipated municipal needs likely to require major expenditures; and a strategic plan for meeting anticipated municipal needs, to include, but not be limited to, any long or short-term actions that may be taken to enhance the financial condition of the City.

Respectfully submitted,

Leonard J. Gentile, Chairman



SETTI D. WARREN  
MAYOR

City of Newton, Massachusetts  
Office of the Mayor

#240-11

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E-mail  
swarren@newtonma.gov

July 20, 2011

Honorable Board of Aldermen  
Newton City Hall  
1000 Commonwealth Avenue  
Newton, MA 02459

Ladies and Gentlemen:

I am pleased to reappoint Ms. Carol Ann Shea of 24 Milo St., West Newton, to the Newton Taxation Aid Committee. Her term of office shall expire May 1, 2014 and her appointment is subject to your confirmation.

Thank you for your attention to this matter.

Very truly yours,

Seth D. Warren  
Mayor

11 JUL 20 P 4:03  
CITY CLERK  
NEWTON, MA. 02159

1000 Commonwealth Avenue Newton, Massachusetts 02459

[www.newtonma.gov](http://www.newtonma.gov)



DEDICATED TO COMMUNITY EXCELLENCE

Carol Ann Shea  
24 Milo Street  
Newton Ma. 02465

Employment History: Owner Broker Century 21 Garden City Homes, Newtonville Ma .  
1983-Dec. 2010

Currently: Real Estate Broker Century 21 Commonwealth

Community Activities: Trustee Jackson Homestead, Associate member Newton Council  
On Aging, Board member John M. Barry Boys and Girls Club,  
Newton Community Development Foundation, Newton  
Wellesley Weston Committee for Community Living, Newton  
Senior Fund, Newton League of Women Voters

Former member Newton Board of Aldermen

Education: BA University of Pennsylvania

JUL 20 1 P 43  
CITY CLERK  
NEWTON, MA 02159



SETTI D. WARREN  
MAYOR

City of Newton, Massachusetts  
Office of the Mayor

#261-11

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August 29, 2011

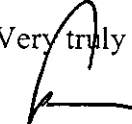
Honorable Board of Aldermen  
Newton City Hall  
1000 Commonwealth Avenue  
Newton, MA 02459

Ladies and Gentlemen:

I write to request that your Honorable Board docket for consideration a request to accept the sum of \$38,000 from Private Donations, and to appropriate the same amount to enable the Police Department to acquire a dog for their new Canine program.

Thank you for your consideration of this matter.

Very truly yours,

  
Setti D. Warren,  
Mayor

11 AUG 29 P 3:50  
CITY CLERK  
NEWTON, MA. 02159

1000 Commonwealth Avenue Newton, Massachusetts 02459

www.newtonma.gov



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*City of Newton*  
*Police Department*



TELEPHONE  
(617) 796-2101  
FAX # (617) 796-3679  
TDD/TTY: 617-796-1089

*Office of the Chief of Police*

HEADQUARTERS  
1321 WASHINGTON STREET  
NEWTON, MASSACHUSETTS 02465

MATTHEW A. CUMMINGS  
CHIEF OF POLICE

August 19, 2011

Mayor Setti Warren  
Newton City Hall  
1000 Commonwealth Avenue  
Newton, MA. 02459

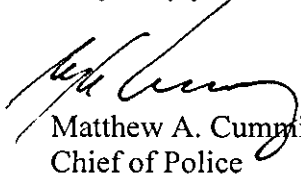
Dear Mr. Mayor:

As you know, we have begun the process of acquiring a dog for our new Canine program. To date, we have received \$38,000.00 in private donations towards this unit.

I respectfully request you accept these donations and allow us to expend same to purchase necessary equipment for this project.

If you have any questions, please give me a call.

Very truly yours,

  
Matthew A. Cummings  
Chief of Police

FIRST ACCREDITED CITY POLICE DEPARTMENT IN MASSACHUSETTS





SETTI D. WARREN  
MAYOR

City of Newton, Massachusetts  
Office of the Mayor

#263-11

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swarren@newtonma.gov

August 29, 2011

Honorable Board of Aldermen  
Newton City Hall  
1000 Commonwealth Avenue  
Newton, MA 02459

11 AUG 30 P 2:27  
CITY CLERK  
NEWTON, MA. 02159

Ladies and Gentlemen:

I write to request that your Honorable Board docket for consideration a request to transfer the sum of \$100,000 from Fiscal Year 2012 Budget Reserve to Acct # 01602011-5273 Forestry Services – Rental Vehicles. As you know the City has incurred a significant amount of tree damage as a result of Hurricane Irene. The FY12 Budget was funded at \$160,000. Final clean-up costs have not yet been calculated, however, I believe the City will spend a large portion of these funds on this storm.

Thank you for your consideration of this matter.

Very truly yours,

Setti D. Warren,  
Mayor

1000 Commonwealth Avenue  
www.newtonma.gov  
DEDICATED TO COMMUNITY

FROM: BUDGET RESERVE  
0110498-5790 \$100,000  
TO: PARKS EXPENSES  
01602011-5273 \$100,000



SETTI D. WARREN  
MAYOR

City of Newton, Massachusetts  
Office of the Mayor

#263-11

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swarren@newtonma.gov

September 7, 2011

Honorable Board of Aldermen  
Newton City Hall  
1000 Commonwealth Avenue  
Newton, MA 02459

11 SEP -6 P 3:11  
CITY CLERK  
NEWTON, MA. 02159

Ladies and Gentlemen:

I write to request that your Honorable Board docket for consideration a request to amend *Docket #263-11 HIS HONOR THE MAYOR requesting authorization to appropriate and expend one hundred thousand dollars (\$100,000) from FY12 Budget Reserve for the purpose of funding tree emergency expenses in the Parks and Recreation Department as a result of the recent tropical storm [08/30/11@ 2:27 PM]* by replacing the original transfer request of \$100,000 with an amended transfer request of \$450,000.

The attached Urban Forestry Response Summary details the storm damage information and estimated expenditures. As you know, the City suffered extensive tree damage, with 925 locations of damage reports, 152 road closure reports, 12 to 15 trees on houses with notable damage and 176 reported locations of trees on wires. Bob DeRubeis, Commissioner of Parks & Recreation will be available at both the Finance Committee and the Programs & Services Committee meetings to respond to questions. It is our hope that a substantial amount of these funds will be reimbursable through FEMA, however, Middlesex County has not as of yet reached the threshold of damage required.

This was a very costly storm for the City. Unfortunately, this request will deplete 90% of the City's FY12 Budget Reserve.

Thank you for your consideration of this matter.

Very truly yours,

Setti D. Warren,  
Mayor

1000 Commonwealth Avenue Newton, Massachusetts 02459

www.newtonma.gov



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**STORM INFORMATION**

Duration: Saturday August 27th 12 pm through Monday August 29th 8am

Rain: 3 to 4 inches

Wind: 35 mph Sustained winds 40 mph gusts

**DAMAGE INFORMATION**

First Down Tree: 8:30pm Saturday August 27th

Number of damage reports: 925 locations through September 6th

Number of whole or partially blocked roads: 152 reports

Number of reported trees on houses: 12 to 15 with notable damage

Trees/limbs on wires: 176 reported locations

**EQUIPMENT AND PERSONNEL**

Contracted Equipment

Number of Log Loader: 13

Number of Bucket Trucks: 9

Number of Cranes: 1

TOTAL: 23

Contractual crew hours: 1360

City Staff

DPW Crews: all available staff cleared and opened roads as capabilities allowed

Parks and Rec.: 9 crew chasers, 1 call taker/ data entry, 1 operations supervisor

**OTHER INFORMATION**

Debris Dump Sites: Forte Park, Upper Falls Playground, Rumford Ave. Recycle Center

\*\*Debris will require chipping and disposal.

Damage Assessment: Each stump and down tree location must be photographed and recorded for FEMA purposes

**ESTIMATED EXPENDITURES**

Contractual Costs

Sunday, August 28, 2011 \$65,000 4am Sun. till 2am Mon. - 5 buckets, 9 loaders

Monday, August 29, 2011 \$64,000 6am till 7pm - 8 buckets, 11 loaders, 1 crane

Tuesday, August 30, 2011 \$55,000 6am till 7pm - 7 buckets, 11 loaders

Tropical Storm Irene Urban Forestry Response Summary

Wednesday, August 31, 2011 \$53,000 6am till 6pm - 7 buckets, 12 loaders  
 Thursday, September 01, 2011 \$50,000 6am till 6pm - 6 buckets, 12 loaders  
 Friday, September 02, 2011 \$22,000 7am till 4pm - 5 buckets, 3 loaders  
 Saturday, September 03, 2011 \$630 4pm till 7pm - 1 bucket truck  
 September 6th through 16th, 2011 \$39,000 2 bucket trucks, 1 loader  
 Storm Debris Piles Disposal \$40,000 estimated based on size and number of locations  
 Post Storm tree, stump, And hazard removal \$85,000 estimated. Will know better at end of damage assesement

**Parks and Rec. Staff**

During Storm \$13,000  
 Post Storm damage assesement \$4,500

<b>Estimated Storm Cost: \$491,130</b>
--

#311-10(G1A)



SETTI D. WARREN  
MAYOR

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August 1, 2011

Honorable Board of Aldermen  
Newton City Hall  
1000 Commonwealth Avenue  
Newton, MA 02459

Ladies and Gentlemen:

I write to request that your Honorable Board docket for consideration a request to amend Docket Item #311-10(G-1), Bowen School boiler replacement, by increasing the original amount by \$32,421. The boiler replacement Angier School is complete and remaining funds are available in Acct 31L115C1-5825 from that project to cover this estimate.

Thank you for your consideration of this matter.

Very truly yours,

Setti D. Warren  
Mayor

11 AUG - 1 P 2:23  
CITY CLERK  
NEWTON, MA. 02159

1000 Commonwealth Avenue Newton, Massachusetts 02459

[www.newtonma.gov](http://www.newtonma.gov)



DEDICATED TO COMMUNITY EXCELLENCE



**PUBLIC BUILDINGS DEPARTMENT**

Stephanie Kane Gilman, Commissioner

Telephone (617) 796-1600

FAX (617) 796-1601

TTY: (617) 796-1089

52 ELLIOT STREET

NEWTON HIGHLANDS, MA 02461-1605

Setti D. Warren  
Mayor

July 28, 2011

The Honorable Setti D. Warren  
Mayor  
Newton City Hall  
1000 Commonwealth Avenue  
Newton Centre, MA 02459

RE: Bowen School Boiler Replacement, Docket Item #311-10(G-1)

Dear Mayor Warren:

The Public Buildings Department respectfully requests an additional sum of \$32,421 to cover the cost of the replacement of one of the boilers at the Bowen School. The current estimate for this project exceeds the original estimate of \$150,000. The revised budget is attached.

The boiler replacement project at the Angier School is complete and funds in the amount of \$32,421 are available to be used to cover the additional estimated cost at the Bowen School. The account number from which funds are available is 31L115C1-5825.

Should you have any questions regarding this matter, please feel free to contact my office.

Sincerely,

Stephanie Kane Gilman  
Commissioner of Public Buildings

11 AUG - 1 P 2:31  
CITY CLERK  
NEWTON, MA 02159

SKG:dla  
Enclosure

- CC: Robert Rooney, Chief Operating Officer
- Maureen Lemieux, Chief Financial Officer
- Josh Morse, Facilities and Operations Supervisor
- Michael Cronin, Chief of Operations
- Carol Chafetz, Director of Operations and Environmental Affairs

7/27/2011

### Bowen School Boiler & related Equipment Replacement - Cost Estimate

a. Demo/disposal of existing boiler and related items	\$ 30,000
b. New boiler / burner	\$ 78,350
c. New Induced Draft Fan	\$ 12,750
d. Piping and related work	\$ 17,500
e. Boiler Feed Unit	\$ 19,500
e. Project Design & Designer Construction Administration	\$ 15,634
Sub Total	\$ 173,734
f. Contingency - 5%	8,687
Total	\$ 182,421

17 AUG - 1 P 2:37  
CITY CLERK  
NEWTON, MA. 02159





SETTI D. WARREN  
MAYOR

City of Newton, Massachusetts  
Office of the Mayor

#311-10(G2A)

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August 1, 2011

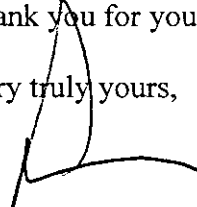
Honorable Board of Aldermen  
Newton City Hall  
1000 Commonwealth Avenue  
Newton, MA 02459

Ladies and Gentlemen:

I write to request that your Honorable Board docket for consideration a request to amend Docket Item #311-10(G-2), Countryside School boiler replacement and underground storage tank removal, by increasing the original amount by \$50,000. The boiler replacement at the Williams School is complete, with remaining funds in the amount of \$25,000 in Acct # 31M115D4-5825. Additionally, the lift installation at Countryside School is also complete with \$25,000 remaining in Acct # 31M115D5-5825 to cover this estimate.

Thank you for your consideration of this matter.

Very truly yours,

  
Seth D. Warren  
Mayor

11 AUG - 1 P 2:23  
CITY CLERK  
NEWTON, MA. 02159

1000 Commonwealth Avenue Newton, Massachusetts 02459

[www.newtonma.gov](http://www.newtonma.gov)



DEDICATED TO COMMUNITY EXCELLENCE



**PUBLIC BUILDINGS DEPARTMENT**

Stephanie Kane Gilman, Commissioner

Telephone (617) 796-1600

FAX (617) 796-1601

TTY: (617) 796-1089

52 ELLIOT STREET

NEWTON HIGHLANDS, MA 02461-1605

Setti D. Warren  
Mayor

July 28, 2011

The Honorable Setti D. Warren  
Mayor  
Newton City Hall  
1000 Commonwealth Avenue  
Newton Centre, MA 02459

TT AUG - 1 P 2:31  
CITY CLERK  
NEWTON, MA 02159

RE: Countryside School Boiler Replacement, Docket Item #311-10(G-2)

Dear Mayor Warren:

The Public Buildings Department respectfully requests an additional sum of \$50,000 to cover the cost of the replacement of one of the boilers, as well as the removal of the underground storage tank, at the Countryside School. The current estimate for this project exceeds the original estimate of \$200,000. The revised project budget is attached.

The boiler replacement project at the Williams Schools is complete and funds in the amount of \$25,000 are available to be used to cover a portion of the additional cost at the Countryside School. The account number from which funds in the amount of \$25,000.00, are available is 31M115D4-5825. The remaining funding will be from the Countryside School Lift Installation which is also completed. The account number from which the remaining funds are available is 31M115D5-5825,

Should you have any questions regarding this matter, please feel free to contact my office.

Sincerely,

Stephanie Kane Gilman  
Commissioner of Public Buildings

SKG:dla

Enclosure

- CC: Robert Rooney, Chief Operating Officer
- Maureen Lemieux, Chief Financial Officer
- Josh Morse, Facilities and Operations Supervisor
- Michael Cronin, Chief of Operations
- Carol Chafetz, Director of Operations and Environmental Affairs

**Countryside School Boiler & related Equipment Replacement, UST removal & Conversion to Natural Gas - Cost Estimate**

12/3/2010

a. Demo/disposal of existing boiler and related items	\$ 30,000
b. New boiler / burner	\$ 83,400
c. Re-insulation	\$ 9,500
d. New Induced Draft Fan	\$ 10,000
e. Piping and related work	\$ 14,975
f. Boiler Feed Unit	\$ 19,500
g. Conversion to natural gas	\$ 20,000
h. UST removal	\$ 28,925
i. Project Design and Designer Construction Administration	\$ <u>21,800</u>

Sub Total \$ 238,100

i. Contingency - 5% 11,905

Total \$ 250,005 \*

\* Rounded to \$250,000

NEWTON, MA 02159  
CITY CLERK

AUG - 1 P 2:37

#311-10(G2A)



SETTI D. WARREN  
MAYOR

City of Newton, Massachusetts  
Office of the Mayor

#242-11

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swarren@newtonma.gov

August 1, 2011

Honorable Board of Aldermen  
Newton City Hall  
1000 Commonwealth Avenue  
Newton, MA 02459

Ladies and Gentlemen:

I am pleased to inform the Honorable Board that the City has recently reached the attached Memorandum of Agreement with the employees covered by the Newton Superior Officers' Association, for a 3-year contract covering the period beginning July 1, 2011 through June 30, 2014. Sufficient funding is included within the FY2012 budget, however, several transfers are required.

Therefore, I write to request that your Honorable Board docket for consideration a request to transfer from various departmental payroll and health benefit accounts to various departmental payroll accounts in order to fund the cost items set forth in the labor contract agreement.

Specific amounts to be transferred will be included in the Board packet on Friday, August 12<sup>th</sup>. Thank you for your consideration of this matter.

Very truly yours,

Setti D. Warren  
Mayor

11 AUG - 1 P 2:19  
CITY CLERK  
NEWTON, MA. 02159

1000 Commonwealth Avenue Newton, Massachusetts 02459

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DEDICATED TO COMMUNITY EXCELLENCE



**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/\$500
- 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

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CITY CLERK  
NEWTON, MA. 02159

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 participants<sup>1</sup>, 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:

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<sup>1</sup> 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 1<sup>st</sup> 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, \$59,675.57<sup>2</sup>

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 29<sup>th</sup> day of July 2011, on behalf of:

The City of Newton

Newton Police Superior Officers Association

By: Maureen Lemieux  
Maureen Lemieux, CFO

By: Dennis Berube  
Lt. Dennis Berube, President

By: Dolores Hamilton  
Dolores Hamilton, Director of  
Human Resources

By: Frank Esling

<sup>2</sup> 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.



SETTI D. WARREN  
MAYOR

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Office of the Mayor

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11 AUG 12 P 12:22

CITY CLERK  
NEWTON, MA. 02159

August 12, 2011

Honorable Board of Aldermen  
Newton City Hall  
1000 Commonwealth Avenue  
Newton, MA 02459

Ladies and Gentlemen:

I respectfully request that the Honorable Board amend *Docket Item #242-11 HIS HONOR THE MAYOR requesting a transfer from departmental payroll and health benefit accounts to various departmental payroll accounts in order to fund the cost items set forth in the labor contract agreement with the Newton Superior Officers' Association for FY12 through FY14. [08/01/11 @ 2:19 PM]*, by adding the following transfer:

<u>From Account</u>	<u>To Account</u>	<u>Amount</u>	<u>Purpose</u>
0120103-57HLTH	0120103-511001	\$70,083	Redistribution of Health Savings
TOTAL		\$70,083	

The most recent Newton Superior Officers' Association contract expired on June 30, 2011. Therefore, no retroactive settlement or funding is necessary.

We will be happy to discuss the specifics of this contract with members of the Honorable Board. Thank you for your consideration of this matter.

Very truly yours,

Setti D. Warren  
Mayor

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August 1, 2011

Honorable Board of Aldermen  
Newton City Hall  
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Newton, MA 02459

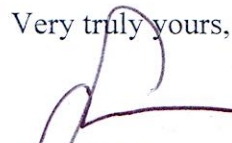
Ladies and Gentlemen:

I am pleased to inform the Honorable Board that the City has recently reached the attached Memorandum of Agreement with the employees covered by the International Association of Firefighters, IAFF Local 863, for a 2-year retroactive contract covering the period beginning July 1, 2009 through June 30, 2011. Additionally, the City has reached agreement on a 3-year contract for the period beginning July 1, 2011 through June 30, 2014.

Sufficient funding was included in the FY2011 budget to cover all costs associated with this contract. However, due to the fact that the City is in the process of "closing the FY11 Books" and certifying "Free Cash", I respectfully request that your Honorable Board docket for consideration a request to utilize FY2012 Miscellaneous Revenue to cover various departmental payroll cost items set forth in the labor contract agreement.

Specific amounts to be transferred will be included in the Board packet on Friday, August 12<sup>th</sup>. Thank you for your consideration of this matter.

Very truly yours,

  
Seth D. Warren  
Mayor

11 AUG - 1 P 2:20  
CITY CLERK  
NEWTON, MA 02159

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DEDICATED TO COMMUNITY EXCELLENCE



Memorandum of Agreement  
City of Newton and IAFF, Local 863  
7/8/2011

Two year contract July 1, 2009 to June 30, 2011:

7/1/2009

1. Wages

- Increase night shift differential from 7% to 8%

7/1/2010

1. Wages

- EMR Stipend increased to 2.5% as follows:

▪ Firefighter Step 1	\$45,707
▪ Firefighter Step 2	\$49,010
▪ Firefighter Step 3	\$52,577
▪ Lieutenant	\$62,011
▪ Captain	\$71,266
▪ Deputy Chief	\$81,923

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CITY CLERK  
NEWTON, MA. 02159

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

7/1/2011

1. Health Insurance Changes:

- 75%-25% Contribution rate for all new employees
- 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

2. Longevity payments: Amend Article 27.01 with the following language:

Longevity will be converted from an annual payment to be paid on a weekly basis beginning July 1, 2011 at the following rates:

<u>Annual</u>	<u>Weekly</u>
10-14 years - \$650	\$12.50
15-19 years - \$750	\$14.42
20-24 years - \$1100	\$21.15
25 + years - \$1300	\$25.00

Effective July 1, 2012 at the following rates:

<u>Annual</u>	<u>Weekly</u>
10-14 years - \$650	\$12.50
15-19 years - \$800	\$15.39
20-24 years - \$1500	\$28.85
25 + years - \$2000	\$38.46

Effective July 1, 2013 at the following rates:

<u>Annual</u>	<u>Weekly</u>
10-14 years - \$650	\$12.50
15-19 years - \$800	\$15.39
20-24 years - \$2000	\$38.46
25 + years - \$2500	\$48.08

Delete Article 27.02 Exceptional Service Recognition Program, although current participants will be grandfathered until they finish the three year program but no others will be added thereafter.

**3. Establish Wellness Program Committee:**

Committee of six (6) to study and report to the Mayor no later than December 1, 2011. The committee is to be comprised of three (3) members appointed by the Mayor and three (3) members from the UNION.

**4. Education Incentive Pay - Amend Article 25 :**

(a) The Educational Incentive Program set forth in this Article shall be administered by an Educational Committee of three (3) consisting of the Chief or his designee, an appointee of the Mayor who shall serve at his will, and an appointee of the UNION.

(b) All Firefighters desiring to pursue college courses for credit and compensation shall submit a request for approval to enroll in such courses to the Education Committee before the commencement of the semester. A Firefighter's request shall include the courses which the Firefighter chooses to take and a summary of the content of such courses including the number of hours and the name of the school.

Firefighters shall be compensated for courses only if, (1) they have requested and received prior approval for enrollment in such courses from the Committee, and, (2) upon successful completion of such course or courses, have submitted a certified copy of the college transcript of the grade or grades for review and approval by the Committee. In order for a credit to be approved for compensation, the Mayor's appointee must vote in the affirmative. Only courses at accredited colleges or universities may be approved.

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

(d) Eligible Firefighters with approved Fire Science or Fire and Emergency Management degrees shall have the following educational incentive payments added into their regular weekly salaries effective July 1, 2011:

Associate's Degree	10%
Bachelor's Degree	20%
Master's Degree	25%

(e) A Firefighter who is enrolled in an approved Bachelor's Degree program will, upon completion of 60 credits toward that degree, begin to receive the Associate's degree payment of 10%. Such payment will be made upon timely receipt of a letter of verification of equivalency from the school.

(f) The payments shall not be included in the computation of an eligible Firefighter's overtime and/or detail rates unless such inclusion is required under the FLSA or the applicable regulations or rulings thereunder.

(g) Effective July 1, 2011, educational credits earned toward an eligible degree will be paid at the rate of \$35.00 per annum hourly credit until the degree is achieved from an approved school. Firefighters must be enrolled in an 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 approved colleges and universities shall be approved. 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.

(h) The City will grandfather firefighters who already have approved degrees into this program.

**5. Bereavement Leave:**

An employee shall be entitled to paid bereavement leave during absence from work for a period not exceeding ~~three (3)~~ five (5) days (2 days for 24 hour shift) 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.

**6. Wages:**

- a. 1% increase on 7/1/2011
- b. Lump sum payment of \$700 upon implementation of the health insurance changes, added to base wages on 7/1/2012.
- c. 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 1<sup>st</sup>, 2011 and for the duration of this agreement.
- d. All employees with a step date on any day from July 1, 2011 to December 31, 2011 will be delayed until January 1, 2012, at which time employees will receive their step and January 1<sup>st</sup> will become their new step date.
- e. Employees with step dates between January 1, 2012 and June 30, 2012 will step on their anniversary date as usual.
- f. Increase hourly private detail rate to \$45 thirty (30) days after ratification

7/1/2012

**1. Health Insurance Changes:**

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

**2. Wages:**

- 1.5 % COLA



7/1/2013

**1. Wages**

- 1.5 % COLA
- Effective June 30, 2014, the current salary scale will be replaced with the following:

New Step Scale	<u>Weekly</u>	<u>Annual</u>
Step 1	\$906.00	\$47,112
Step 2	\$942.00	\$48,984
Step 3	\$980.00	\$50,960
Step 4	\$1,019.00	\$52,988
Step 5	\$1,060.00	\$55,120
Step 6	\$1,102.00	\$57,304
Step 7	\$1,135.00	\$59,020
Step 8	\$1,164.00	\$60,528

**Placement onto the new scale shall occur as follows:**

Firefighters hired on or after June 30, 2014 shall be hired at Step 1 of the new scale and shall move from step to step in each succeeding year until they have reached the top step. On January 1, 2015 Firefighters hired prior to July 1, 2014, who are at Steps 1 through 3 and who have a normal anniversary date between July 1<sup>st</sup> and December 31<sup>st</sup> will move to the step on the new scale that provides an increase in pay and will move to the next step on January 1<sup>st</sup> in each succeeding year until they reach the top step. Firefighters hired prior to July 1, 2014, who are at Steps 1 through 3 and who have a normal anniversary date between January 1<sup>st</sup> and June 30<sup>th</sup> 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.

Firefighters who have been at Step 3 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 1<sup>st</sup> of each succeeding year until they reach the top step. Firefighters who have been at Step 3 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 1<sup>st</sup> of each succeeding year until they reach the top step. All other Firefighters who have been at Step 3 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 1<sup>st</sup> of each succeeding year until they reach the top step.

Firefighters who have been at Step 3 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 3, 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.

Ranking officers shall be compensated using the following benchmarks:

- On 7/1/2014 step 6 shall be the benchmark
- On 7/1/2015 step 7 shall be the benchmark
- On 7/1/2016 step 8 shall be the benchmark

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

**EMR Stipend:**

1. Effective 6/30/2014 the EMR stipend will be 1.75% and payable weekly, beginning 7/1/2014.

Agreed this 8<sup>th</sup> day of July 2011, on behalf of:

The City of Newton

By: Maureen Lemieux  
Maureen Lemieux, CFO

By: Marc Byrne for Tom Lopez  
Tom Lopez, President

By: Dolores Hamilton  
Dolores Hamilton, Director of  
Human Resources

By: William [Signature]



SETTI D. WARREN  
MAYOR

City of Newton, Massachusetts  
Office of the Mayor

TT AUG 12 P 12:22  
CITY CLERK  
NEWTON, MA. 02159

#243-11

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swarren@newtonma.gov

August 12, 2011

Honorable Board of Aldermen  
Newton City Hall  
1000 Commonwealth Avenue  
Newton, MA 02459

Ladies and Gentlemen:

I respectfully request that the Honorable Board amend #243-11 *HIS HONOR THE MAYOR requesting transfers from various accounts in order to fund the cost items set forth in the FY09 through FY11 and the FY12 through FY14 labor contract agreements with the International Association of Firefighters, IAFF Local 863. [08/01/11 @ 2:20 PM]*, by adding the following transfers:

<u>From Account</u>	<u>To Account</u>	<u>Amount</u>	<u>Purpose</u>
FY2012 Revenue	Personal Services	\$118,336	FY10/FY11 Retro Night Differential
FY2012 Revenue	Personal Services	\$102,014	FY2011 Retro EMR Stipend
0120102-57HLTH	0121002-511001	\$199,207	Redistribution of Health Savings
FY2012 Revenue	Personal Services	\$335,070	Salary Adjustments
TOTAL		\$754,627	

Additionally, the City has distributed the education incentive pay during the month of December for the calendar year ending that month. In order to pay out this expenditure in the fiscal year in which it was incurred, I respectfully request that the Honorable Board transfer the sum of \$126,955 to Account # 0121002-514003 in order to compensate members of this unit for education credits earned prior to June 30, 2011.

FY2012 Revenue	0121002-514003	\$126,955	FY11 Education Credits Owed
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Therefore, the overall total transfer required is \$881,582. Please keep in mind that the Compensation Budget for the Fire Department exceeds \$12,000,000, with approximately 90% of the membership currently not receiving step increases. This contract does not exceed the amount that would have been necessary to fund salaries and benefits in the Fire Department, had the City been budgeting a 2.5% increase over the years covered by this contract period.

1000 Commonwealth Avenue Newton, Massachusetts 02459

www.newtonma.gov

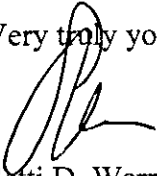


DEDICATED TO COMMUNITY EXCELLENCE

Sufficient funding was included in the FY2011 budget to cover all retroactive costs associated with this contract. However, due to the fact that the City is in the process of "closing the FY11 Books" and certifying "Free Cash", I respectfully request that FY2012 Miscellaneous Revenue be utilized to cover the retroactive costs, with the intent of replacing that revenue upon final certification of "Free Cash". Because the City has no set aside for Wage Reserve for the Firefighters, FY12 Revenue is also needed to fund some of the FY12 portion of retroactive increases.

We will be happy to discuss the specifics of this contract with members of the Honorable Board. Thank you for your consideration of this matter.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Setti D. Warren', written over the closing 'yours' of the previous line.

Setti D. Warren  
Mayor

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Office of the Mayor

August 1, 2011

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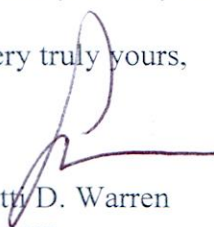
Ladies and Gentlemen:

I am pleased to inform the Honorable Board that the City has recently reached the attached Memorandum of Agreement with the employees covered by the A.F.S.C.M.E., Local 2913, the "Parking Enforcement" and "Traffic Supervisors" Unions, for a 2-year retroactive contract covering the period beginning July 1, 2009 through June 30, 2011. Additionally, the City has reached agreement on a 3-year contract for the period beginning July 1, 2011 through June 30, 2014.

Sufficient funding was included in the FY2011 budget to cover all costs associated with this contract. However, due to the fact that the City is in the process of "closing the FY11 Books" and certifying "Free Cash", I respectfully request that your Honorable Board docket for consideration a request to utilize FY2012 Miscellaneous Revenue to cover various departmental payroll cost items set forth in the labor contract agreement.

Specific amounts to be transferred will be included in the Board packet on Friday, August 12<sup>th</sup>. Thank you for your consideration of this matter.

Very truly yours,

  
Seth D. Warren  
Mayor

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DEDICATED TO COMMUNITY EXCELLENCE



City of Newton  
Memoranda of Agreement  
Traffic Supervisors and Parking Control, Local 2913  
7/14/2011

Two year contract July 1, 2009 to June 30, 2011:

6/30/2011

- \$500 signing bonus for Parking Control staff
- \$125 signing bonus for Traffic Supervisors

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

7/1/2011

1. 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
- 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. Wages:

- 1% COLA
- Contingent upon ratification by 7/22/2011, a lump sum payment of \$750 shall be made, on or about the first pay period in October, to all Parking Control Supervisors and to all of the Traffic Supervisors that are enrolled in a City Health plan on 7/1/2011.
- Effective 7/1/2012, the \$750 will be added to the base wage of all of the Parking Control Officers.
- Effective 9/1/2011, in addition to the annual Retention bonus of \$200 for completing the full school year, for those Traffic Supervisors who use

11 AUG - 1 P 2:36  
CITY CLERK  
NEWTON, MA 02459

three (3) or less special leave days (excluding personal time) shall receive an additional one hundred dollars (\$100) per year.

- Effective 7/1/2012 the \$750 will be paid annually to the Traffic Supervisors, enrolled in a City Health plan as of 7/1/2011, as a stipend, paid in their regular weekly paycheck (\$750 divided by the number of paychecks per year)

3. **Personal Days:** Increase number of personal days from to 2 days to 5 personal days.
4. **Technology Stipend:** Increase current stipend from \$150 to cover use of handheld devices for electronic tickets and increase to \$500 for use of permit parking, parking lot kiosks, cell phone usage, gas and other technological innovations.
5. **Overtime:** New language to read: On January first of each year all overtime hours will be reset to zero hours and begin to accumulate until the following January first thereafter. The seniority list will determine the order of overtime eligibility following a reset of hours to zero on the first day of each year. The seniority list will determine the order of overtime eligibility when two Parking Control Officers have the same number of hours. Parking Control Officers will not be charged a refusal hours for overtime.

For the purpose of determining "leave adjustment" for overtime hours lost during periods of absence, due to an absence of more than 30 days, the following formula will apply.

- Total the hours of all active Parking Control Officers immediately prior to the return of a Parking Control Officer
- Divide the total hours by the number of active Parking Control Officers
- The results will be added to the returning Parking Control Officer for the purpose of determining overtime eligibility.

New hires will have their overtime eligibility calculated using the above method. Overtime will be assigned to the Parking Control Officer with the lowest hours. Any time there is more than one shift available in a single day, the person with the lowest hours will have first choice of assignment.

6. **Bereavement Leave:** Amend to read:  
An employee shall be entitled to paid bereavement leave during absence from work for a period not exceeding five (5) days due to the death of a parent, step-parent, spouse, child, step-child, or brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparent, grandparent-in-law, grandchild, brother-in-law or sister-in-law. Every such absence shall be approved and certified to by the head of the department in which the employee works.

7. **Progressive Discipline:** Add new language:

No employee who has successfully completed the six (6) month probationary period shall be disciplined or discharged without just cause.

Employees who are disciplined for failing to comply with the terms and conditions of their employment after the expiration of the probationary period will be subject to progressive discipline as follows:

- |    |  |                          |
|----|--|--------------------------|
| 1. | First Offense:                         | Verbal Warning           |
| 2. | Second Offense within 12 month period: | Written Warning          |
| 3. | Third Offense within 12 month period:  | 3 Day Suspension w/o Pay |
| 4. | Fourth Offense within 12 month period: | Discharge                |

The foregoing progressive discipline shall not apply to employees who engage in willful or gross misconduct.

8. **Early release days:** Add to read:

On the work day prior to Labor Day, Thanksgiving Day, Christmas Day, New Year's Day and the 4<sup>th</sup> of July, Parking Control Officers will be released at 1 PM.

9. The parties agree to incorporate the previous MOA's and supplemental agreements into the final printed collective bargaining agreement, which shall be completed no later than December 31<sup>st</sup>, 2011.

7/1/2012

**Wages:**

- 2.5% COLA

**Health Insurance Changes:**

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

7/1/2013

**Wages:**

- 2% COLA
- Effective 6/30/2014 a new five step wage scale will be implemented as follows:

- Step 1 \$40,000
- Step 2 \$41,200
- Step 3 \$42,436
- Step 4 \$43,709
- Step 5 \$45,020

- o All current Parking Control Officers will be placed on the step scale as follows:

- Parking Control Officers with twenty five (25) years of service will move to step 5 on July 1, 2014

- Parking Control Officers with fifteen (15) to twenty five (25) years of service will move to step 5 on October 1, 2014
  - Parking Control Officers with at least one (1) full year of service to fifteen (15) years of service will move to step 5 on January 1, 2015
  - Parking Control Officers with less than one (1) year of service on July 1, 2014 will move to step 5 on their anniversary date.
- Each Parking Control Officer newly hired after July 1, 2014, shall start at step 1 and advance to the next step on their anniversary date each year thereafter.

Signed on this 26 day of July 2011

For Traffic Supervisors and  
Parking Control Officers,  
AFSCME Council 93, Local 2913

Angela J. [Signature] President.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For the City of Newton

Maura [Signature]  
Dolan [Signature]

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_





SETTI D. WARREN  
MAYOR

City of Newton, Massachusetts

Office of the Mayor

11 AUG 12 P 12:22

CITY CLERK  
NEWTON, MA. 02159

#244-11

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swarren@newtonma.gov

August 12, 2011

Honorable Board of Aldermen  
Newton City Hall  
1000 Commonwealth Avenue  
Newton, MA 02459

Ladies and Gentlemen:

I respectfully request that the Honorable Board amend #244-11 *HIS HONOR THE MAYOR* requesting transfers from various accounts in order to fund the cost items set forth in the FY09 through FY11 and the FY12 through FY14 labor contract agreements with the American Federation of State, County and Municipal Employees, Local 2913, the Parking Enforcement and Traffic Supervisors Unions. [08/01/11 @ 2:22 PM], by adding the following transfers:

<u>From Account</u>	<u>To Account</u>	<u>Amount</u>	<u>Purpose</u>
FY2012 Revenue	Personal Services	\$10,750	FY11 Retro Signing Bonus
0120102-57HLTH	0120102-511001	\$16,844	Redistribution of Health Savings
TOTAL		\$27,594	

Sufficient funding was included in the FY2011 budget to cover all retroactive costs associated with this contract. However, due to the fact that the City is in the process of "closing the FY11 Books" and certifying "Free Cash", I respectfully request that FY2012 Miscellaneous Revenue be utilized to cover the retroactive costs, with the intent of replacing that revenue upon final certification of "Free Cash".

We will be happy to discuss the specifics of this contract with members of the Honorable Board. Thank you for your consideration of this matter.

Very truly yours,

Setti D. Warren  
Mayor

1000 Commonwealth Avenue Newton, Massachusetts 02459

www.newtonma.gov



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SETTI D. WARREN  
MAYOR

City of Newton, Massachusetts  
Office of the Mayor

August 1, 2011

Honorable Board of Aldermen  
Newton City Hall  
1000 Commonwealth Avenue  
Newton, MA 02459

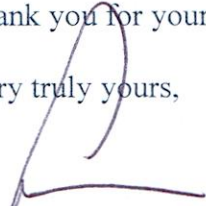
Ladies and Gentlemen:

I am pleased to inform the Honorable Board that the City has recently reached the attached Memorandum of Agreement with the employees covered by the City of Newton Engineers' Association, for a 2-year retroactive contract covering the period beginning July 1, 2009 through June 30, 2011. Additionally, the City has reached agreement on a 3-year contract for the period beginning July 1, 2011 through June 30, 2014.

Sufficient funding was included in the FY2011 budget to cover all costs associated with this contract. However, due to the fact that the City is in the process of "closing the FY11 Books" and certifying "Free Cash", I respectfully request that your Honorable Board docket for consideration a request to utilize FY2012 Miscellaneous Revenue to cover various departmental payroll cost items set forth in the labor contract agreement.

Specific amounts to be transferred will be included in the Board packet on Friday, August 12<sup>th</sup>. Thank you for your consideration of this matter.

Very truly yours,

  
Setti D. Warren  
Mayor

11 AUG - 11 P 2:21  
CITY CLERK  
NEWTON, MA 02159

1000 Commonwealth Avenue Newton, Massachusetts 02459

[www.newtonma.gov](http://www.newtonma.gov)



DEDICATED TO COMMUNITY EXCELLENCE

**City of Newton  
Engineers Association  
Memorandum of Agreement  
7/26/2011**

**Two year contract July 1, 2009 to June 30, 2011:**

**7/1/2010 Longevity - Increase longevity payments as follows:**

5-9 years	new rate	\$625
10-14 years	new rate	\$875
15-19 years	new rate	\$975
20-24 years	new rate	\$1175
25-29 years	new rate	\$1350
30 + years	new rate	\$1600

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NEWTON, MA. 02159

**6/30/2011 Bonus - \$500 one time signing bonus**

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

**7/1/2011 Wages:**

- Signing bonus of \$750 to be paid upon implementation of health insurance changes, then added to base wages on 7/1/2012
- 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 1<sup>st</sup> shall become those employees' new anniversary date for future step advancement.
- 1.5% COLA

**Health Insurance Changes**

- 75%-25% Contribution rate for all new employees
- City may require mandatory mail order, subject to availability through the health insurance carriers pharmacy benefit manager, for all maintenance medications
- Specialist Office visits – new \$35 co-pay/visit

**IAC Recommended Health plan changes:**

- Deductible of \$250/\$500 – out of pocket max \$1000/\$2500
- Physician Office visits – increase of \$5 to \$20/visit
- Preventative 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 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 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.

**Bereavement Leave:** Amend Article 7A.01 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 Commissioner of Public Works.

**Religious Days:** Delete religious days and increase number of personal days from 2 days to 5 personal days.

**Vacation:** Amend Article 28.03 to read:

Engineering members will be allowed to carry over one week of unused vacation upon written request to the Commissioner of Public Works, to be used no later than December 31st of each year or it will be added to the members' special leave bank.

**Snow Operations:** Amend Article 33 to read:

**33.01: On-call:** Engineering members who are required or volunteer to perform snow operation duties (i.e. chasing), and who are notified, either verbally or by any other means, by the Commissioner of Public Works or his designee, that the members are to be available after standard working hours for the purpose of returning to perform overtime work due to the threat of an imminent storm, then the members shall be deemed to be "on-call."

**33.02: Snow Premium:** Engineering members who report for snow operations shall receive a four (\$4) dollar per hour snow premium for the first eight hours of time worked, and a five (\$5) dollar per hour snow premium starting at the ninth hour of any continuous snow operation duties.

**33.03: Compensatory time:** Engineering members who have worked overtime for snow operation duties shall have the right, at their discretion, to receive either monetary overtime compensation or may elect to receive compensatory time at time and one half hours worked. However, any member who has elected

compensatory time in lieu of overtime shall still receive the snow premium in accordance with section 33.02.

**Vehicle Policy:** Add Article 34 to read:

The incumbent Construction Inspector and Assistant Construction Inspector shall continue to have use of a City vehicle for commuting and work purposes until they leave their employment with the City. Upon the vacancy by the incumbents, no Engineering member shall have use of a City vehicle for commuting purposes.

**Promotions:** Add Article 35 to read:

35.01 Where a vacancy exists which the City desires to fill, the position will be posted in the Engineering Division, and contain information that shall include specifications and qualifications for the position and the rate of pay. The position shall be posted within the Division for a period of six (6) business days, Wednesday to Wednesday. Within that period, Engineering members who wish to be considered will submit their names in writing to Human Resources Department who will then forward the names to the appropriate appointing authority. Qualified candidates who bid shall be considered and final selection by the appointing authority shall be made in accordance with the City's promulgated policy on promotions. If no qualified candidate applies for the position, the City may fill the position from outside of the bargaining unit.

35.02 The appointing authority will consider the following criteria in making promotions:

- (1) Special Leave utilization;
- (2) Prior disciplinary actions;
- (3) Written performance evaluations by Supervisors;
- (4) Known medical conditions that might interfere with position sought;
- (5) Prior experience;
- (6) Experience in position sought;
- (7) Other qualifications and training; and
- (8) Availability for extended work day or work week in overtime

35.03 All jobs will be filled within thirty (30) days unless for any reason the City decides not to fill the position, in which case the Association will be notified.

35.04 Promoted members shall be paid at the step and rate of the position to which he/she has been promoted as of the effective date of the promotion using the following formula:

- (1) Add 4.25% of the current base salary; and
- (2) Take the new total and round up to the next higher step that provides at least a 4.25% increase

**Overtime Distribution:** Add Article 36 to read:

The Association shall endeavor to fairly administer scheduling overtime in a rotating manner such that each qualified member has an opportunity to work overtime.

**Fair Practices: Reinstatement of Employment:** add Article 4.03 to read:

Any member of the Association, who leaves employment with the City in good standing, and returns to a <sup>CITY</sup> position in the bargaining unit within twelve (12) months, will have his or her previous benefit levels restored.

*EB*  
*D. J. Du*  
*7/20/20'*

**Part-Time/Intern/Volunteer Positions:** Add Article 37 to read:

The City shall not hire, and /or involve any part-time personnel, interns and/or volunteers in any portion of any work that is described and/or falls within the scope of an Engineering Associations Members' job description, without first notifying the Engineering Association Membership.

7/1/2012

**Wages:**

- Regular steps
- 1.5 % COLA

**Health Insurance Changes:**

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

7/1/2013

**Wages**

- 1 % COLA
- Effective June 30, 2014, a new step 9, calculated at four percent (4%) more than the existing Step 8, shall be added to the salary scale at each grade. Members who have been at Step 8 for at least one year as of June 30, 2014, and who have twenty-five (25) or more years of service as of that date, shall move to Step 9 on July 1, 2014, which shall be their adjusted anniversary date. Members who have been at Step 8 for at least one year as of June 30, 2014, and who have between fifteen (15) and twenty-five (25) years of service as of that date, shall move to Step 9 on October 1, 2014, which shall be their adjusted anniversary date. All other members who have been at Step 8 for at least one year as of January 1, 2015 shall move to Step 9 on that date, which shall be their adjusted anniversary date. After January 1, 2015, members shall move to Step 9 on their anniversary date next following their advancement to Step 8.

Signed on this 26 day of July, 2011

For Engineers Association,

Gerard J. Shea

Daniel Au

Richard Salts

\_\_\_\_\_

For the City of Newton

Maureen Connelix

Don Hamble



SETTI D. WARREN  
MAYOR

City of Newton, Massachusetts  
Office of the Mayor

11 AUG 12 P 02:23  
CITY CLERK  
NEWTON, MA. 02159

#245-11

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August 12, 2011

Honorable Board of Aldermen  
Newton City Hall  
1000 Commonwealth Avenue  
Newton, MA 02459

Ladies and Gentlemen:

I respectfully request that the Honorable Board amend #245-11 *HIS HONOR THE MAYOR* requesting transfers from various accounts in order to fund the cost items set forth in the FY09 through FY11 and the FY12 through FY14 labor contract agreements with the City of Newton Engineers' Association. [08/01/11 @ 2:21 PM], by adding the following transfers:

<u>From Account</u>	<u>To Account</u>	<u>Amount</u>	<u>Purpose</u>
FY2012 Revenue	Personal Services	\$ 6,575	FY11 Retro Signing Bonus
0120102-57HLTH	0140107-511001	\$ 9,724	Redistribution of Health Savings
TOTAL		\$16,299	

Sufficient funding was included in the FY2011 budget to cover all retroactive costs associated with this contract. However, due to the fact that the City is in the process of "closing the FY11 Books" and certifying "Free Cash", I respectfully request that FY2012 Miscellaneous Revenue be utilized to cover the retroactive costs, with the intent of replacing that revenue upon final certification of "Free Cash".

We will be happy to discuss the specifics of this contract with members of the Honorable Board. Thank you for your consideration of this matter.

Very truly yours,

Setti D. Warren  
Mayor

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www.newtonma.gov



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SETTI D. WARREN  
MAYOR

City of Newton, Massachusetts  
Office of the Mayor

August 1, 2011

Honorable Board of Aldermen  
Newton City Hall  
1000 Commonwealth Avenue  
Newton, MA 02459

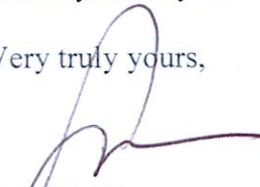
Ladies and Gentlemen:

I am pleased to inform the Honorable Board that the City has recently reached the attached Memorandum of Agreement with the employees covered by the Massachusetts Nurses Association, for a 2-year retroactive contract covering the period beginning July 1, 2009 through June 30, 2011. Additionally, the City has reached agreement on a 3-year contract for the period beginning July 1, 2011 through June 30, 2014.

Sufficient funding was included in the FY2011 budget to cover all costs associated with this contract. However, due to the fact that the City is in the process of "closing the FY11 Books" and certifying "Free Cash", I respectfully request that your Honorable Board docket for consideration a request to utilize FY2012 Miscellaneous Revenue to cover various departmental payroll cost items set forth in the labor contract agreement.

Specific amounts to be transferred will be included in the Board packet on Friday, August 12<sup>th</sup>. Thank you for your consideration of this matter.

Very truly yours,



Setti D. Warren  
Mayor

11 AUG - 1 P 2:20  
CITY CLERK  
NEWTON, MA 02159

1000 Commonwealth Avenue Newton, Massachusetts 02459

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DEDICATED TO COMMUNITY EXCELLENCE



City of Newton  
Memorandum of Agreement  
Massachusetts Nurses Association  
7/25/2011

Two year contract July 1, 2009 to June 30, 2011:

6/30/2011

Wages:

- \$500 signing bonus for all members of the bargaining unit

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

7/1/2011

1. Health Insurance Changes:

- 75%-25% Contribution rate for all new employees
- Mandatory mail order for all maintenance medications
- Specialist Office visits – new \$35 co-pay/visit
- Outpatient day surgery co-pay –new \$100 co-pay
- A one- time payment of \$500 to current subscribers, as of July 1, 2011, of POS individual plan, a one- time \$1000 payment to current subscribers, as of July 1, 2011, of the POS family plan to switch to an EPO or HMO plan by August 1<sup>st</sup> 2011 and for the duration of this agreement. Any subscriber who makes the change to an HMO or EPO plan between August 2, 2011 through September 1, 2011 will receive a pro-rated payment of \$750.
- 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. Wages:

- Lump sum payment of \$700 upon implementation of the health insurance changes, contingent upon ratification by 7/29/2011.

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CITY CLERK  
NEWTON, MA. 02159

- Placement on attached pay scale, Attachment A, effective 8/31/2011.
- Step on revised pay scale, Attachment B, on usual anniversary/step date.
- The City may hire on the pay plan up to step 3 with written notice to the Union.

3. **Bereavement Leave: Amend to read:**

An employee shall be entitled to paid bereavement leave during absence from work for a period not exceeding five (5) days due to the death of a parent, step-parent, spouse, child, step-child, or brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparent, grandparent-in-law, grandchild, brother-in-law or sister-in-law. Every such absence shall be approved and certified to by the Commissioner or his/her designee.

4. **Article XXIII: Amend to read:**

All nurses shall receive an annual cleaning allowance of \$250.00 to be paid in the first pay period in November of each year.

7/1/2012

1. **Wages:**

- Step on normal anniversary date

**Health Insurance Changes:**

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

7/1/2013

**Wages:**

- Step on normal anniversary date

Agreed this 25 day of July 2011, on behalf of:

The City of Newton

MNA

By: Maureen Lemieux  
Maureen Lemieux, CFO

By: Susan Riley  
Susan Riley, President, MNA

By: Dolores Hamilton  
Dolores Hamilton, Director of  
Human Resources

By: Linda Sawyer  
Linda Sawyer, Co-President, MNA

By: T. Edmund Burke  
T. Edmund Burke, Associate Director, MNA

ATTACHMENT A

Nurses Proposal 7/21/2011

PLACEMENT  
8/31/11

First Name	Last Name	Current Job Class Title	Step	fy11	new step	fy12
GAYLE	LARSON	CERT SCHOOL NURSE	4	49209.84	4*	49403
GAIL	KRAMER	CERT SCHOOL NURSE	8	55386.11	7*	56008
PATRICIA	BOHLING	MS/NAT CERT SCHOOL N	1	48186.35	2	48984
BECKY	BROOKER	MS/NAT CERT SCHOOL N	4	52654.52	4	53116
KAREN	KERRIGAN	MS/NAT CERT SCHOOL N	6	55861.18	5*	56563
SUSAN S	SCHY	MS/NAT CERT SCHOOL N	6	55861.18	5*	56563
CORNELIA	CULICI	MS/NAT CERT SCHOOL N	8	59263.13	7	60273
LINDA	SAWYERS	MS/NAT CERT SCHOOL N	9	61041.03	7*	61649
MARIE	PHILLIPS	MS/NAT CERT SCHOOL N	9	61041.03	7*	61649
MAUREEN E	ROWLEY	MS/NAT CERT SCHOOL N	9	36324.62	7*	36989.4
ROZANNE	MILNER	MS/NAT CERT SCHOOL N	9	61041.03	7*	61649
SUSAN J	RILEY	MS/NAT CERT SCHOOL N	9	61041.03	7*	61649
SUZANNE	CAMPBELL	MS/NAT CERT SCHOOL N	9	61041.03	7*	61649
JOYCE	CHENG	PUBLIC HEALTH MS/NAT	6	66346.33	7	66903.03
ELISSA SLOAN	MATLOFF	SCHOOL NURSE	2	39884.43	1	40183.44
JENNIFER A	CIVIN	SCHOOL NURSE	4	42313.39	2*	42489.84
NANCY E	RITTENHOUSE	SCHOOL NURSE	5	17433.12	3*	17660.7
ANN B	GARVIN	SCHOOL NURSE	6	44890.28	4	45044.55
KARIN A	LIEBERMAN	SCHOOL NURSE	6	44890.28	4	45044.55
KATHLEEN	WALSH	SCHOOL NURSE	7	46236.98	5	46839.45
BARBARA	ROSEN	SCHOOL NURSE	9	49052.81	6*	49942.17
LAURA J	MURPHY	SCHOOL NURSE	9	49052.81	6*	49942.17
MARY ANN	STAULO	SCHOOL NURSE	9	49052.81	6*	49942.17
MAUREEN	BISAGA	SCHOOL NURSE	9	49052.81	6*	49942.17
MARGARET	LOWNEY	SPEC NEEDS NURSE	9	47450.77	6*	48443.9
no step until fy14				1263908.9		1278522
budget						1316033
difference						37510
Signing bonus		\$500 X 25 = 12,500				
Lump sum payment		\$700 x 25 = 17,500				



ATTACHMENT B  
CITY OF NEWTON, MASSACHUSETTS  
NURSES GRID - EFFECTIVE August 31, 2011

Grade	NNS	% Incr	NCS	% Incr	MS/NAI	% Incr	NFI	% Incr	NSN	% Incr
1	\$ 40,183.44		\$ 43,208.00		\$ 47,070.00		\$ 52,247.70		\$ 38,977.94	
1*	\$ 40,950.69		\$ 44,033.00		\$ 48,028.00		\$ 53,311.08		\$ 39,722.17	
2	\$ 41,712.36	3.80%	\$ 44,852.00	3.80%	\$ 48,984.00	4.07%	\$ 54,372.24	4.07%	\$ 40,460.99	3.80%
2*	\$ 42,489.84	3.76%	\$ 45,688.00	3.76%	\$ 49,950.00	4.00%	\$ 55,444.50	4.00%	\$ 41,215.14	3.76%
3	\$ 43,259.88	3.71%	\$ 46,516.00	3.71%	\$ 50,909.00	3.93%	\$ 56,508.99	3.93%	\$ 41,962.08	3.71%
3*	\$ 44,151.75	3.91%	\$ 47,475.00	3.91%	\$ 52,012.00	4.13%	\$ 57,733.32	4.13%	\$ 42,827.20	3.91%
4	\$ 45,044.55	4.13%	\$ 48,435.00	4.13%	\$ 53,116.00	4.34%	\$ 58,958.76	4.34%	\$ 43,693.21	4.13%
4*	\$ 45,944.79	4.06%	\$ 49,403.00	4.06%	\$ 54,226.00	4.26%	\$ 60,190.86	4.26%	\$ 44,566.62	4.06%
5	\$ 46,839.45	3.98%	\$ 50,365.00	3.98%	\$ 55,322.00	4.15%	\$ 61,407.42	4.15%	\$ 45,434.27	3.98%
5*	\$ 47,858.73	4.17%	\$ 51,461.00	4.17%	\$ 56,563.00	4.31%	\$ 62,784.93	4.31%	\$ 46,422.97	4.17%
6	\$ 48,873.31	4.34%	\$ 52,567.00	4.37%	\$ 57,794.00	4.47%	\$ 64,151.34	4.47%	\$ 47,406.94	4.34%
6*	\$ 49,942.17	4.35%	\$ 53,669.00	4.29%	\$ 59,032.00	4.37%	\$ 65,525.52	4.37%	\$ 48,443.90	4.35%
7	\$ 50,931.45	4.21%	\$ 54,765.00	4.18%	\$ 60,273.00	4.29%	\$ 66,903.03	4.29%	\$ 49,403.50	4.21%
7*	\$ 52,087.44	4.30%	\$ 56,008.00	4.36%	\$ 61,649.00	4.43%	\$ 68,430.39	4.43%	\$ 50,524.81	4.30%
8	\$ 52,459.39	3.00%	\$ 56,407.95	3.00%	\$ 62,081.19	3.00%	\$ 68,910.12	3.00%	\$ 50,885.61	3.00%
8*	\$ 53,650.06	3.00%	\$ 57,688.24	3.00%	\$ 63,498.47	3.00%	\$ 70,483.30	3.00%	\$ 52,040.55	3.00%
9	\$ 54,033.18	3.00%	\$ 58,100.19	3.00%	\$ 63,943.63	3.00%	\$ 70,977.42	3.00%	\$ 52,412.17	3.00%
9*	\$ 55,259.57	3.00%	\$ 59,418.89	3.00%	\$ 65,403.42	3.00%	\$ 72,597.80	3.00%	\$ 53,601.77	3.00%
10			\$ 59,843.19	3.00%	\$ 65,861.93	3.00%				
10*			\$ 61,201.45	3.00%	\$ 67,365.53	3.00%				
11			\$ 61,638.49	3.00%	\$ 67,837.79	3.00%				
11*			\$ 63,037.50	3.00%	\$ 69,386.49	3.00%				
12			\$ 63,487.64	3.00%	\$ 69,872.93	3.00%				
12*			\$ 64,928.62	3.00%	\$ 71,468.09	3.00%				
13			\$ 65,392.27	3.00%	\$ 71,969.11	3.00%				
13*			\$ 66,876.48	3.00%	\$ 73,612.13	3.00%				



SETTI D. WARREN  
MAYOR

City of Newton, Massachusetts  
Office of the Mayor

11 AUG 12 P 12:23

CITY CLERK  
NEWTON, MA. 02159

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August 12, 2011

Honorable Board of Aldermen  
Newton City Hall  
1000 Commonwealth Avenue  
Newton, MA 02459

Ladies and Gentlemen:

I respectfully request that the Honorable Board amend #246-11 *HIS HONOR THE MAYOR* requesting transfers from various accounts in order to fund the cost items set forth in the FY09 through FY11 and the FY12 through FY14 labor contract agreements with the Massachusetts Nurses Association, [08/01/11 @ 2:20 PM], by adding the following transfers:

<u>From Account</u>	<u>To Account</u>	<u>Amount</u>	<u>Purpose</u>
FY2012 Revenue	Personal Services	\$13,500	FY11 Retro Signing Bonus
0120102-57HLTH	0150103-511001	\$37,204	Redistribution of Health Savings
FY2012 Revenue	0150103-511001	\$24,717	Salary Adjustments

TOTAL \$75,421

Sufficient funding was included in the FY2011 budget to cover all retroactive costs associated with this contract. However, due to the fact that the City is in the process of "closing the FY11 Books" and certifying "Free Cash", I respectfully request that FY2012 Miscellaneous Revenue be utilized to cover the retroactive costs, with the intent of replacing that revenue upon final certification of "Free Cash".

We will be happy to discuss the specifics of this contract with members of the Honorable Board. Thank you for your consideration of this matter.

Very truly yours,

Setti D. Warren  
Mayor

1000 Commonwealth Avenue Newton, Massachusetts 02459

www.newtonma.gov



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August 1, 2011

Honorable Board of Aldermen  
Newton City Hall  
1000 Commonwealth Avenue  
Newton, MA 02459

Ladies and Gentlemen:

I am pleased to inform the Honorable Board that the City has recently reached the attached Memorandum of Agreement with the employees covered by the A.F.S.C.M.E., Local 2443, the "Foremen's Union", for a 2-year retroactive contract covering the period beginning July 1, 2009 through June 30, 2011. Additionally, the City has reached agreement on a 3-year contract for the period beginning July 1, 2011 through June 30, 2014.

Sufficient funding was included in the FY2011 budget to cover all costs associated with this contract. However, due to the fact that the City is in the process of "closing the FY11 Books" and certifying "Free Cash", I respectfully request that your Honorable Board docket for consideration a request to utilize FY2012 Miscellaneous Revenue to cover various departmental payroll cost items set forth in the labor contract agreement.

Specific amounts to be transferred will be included in the Board packet on Friday, August 12<sup>th</sup>. Thank you for your consideration of this matter.

Very truly yours,

Setti D. Warren  
Mayor

11 AUG - 1 P 2:22  
CITY CLERK  
NEWTON, MA. 02159

1000 Commonwealth Avenue Newton, Massachusetts 02459

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**City of Newton**  
**Memoranda of Agreement**  
**Foreman, AFSCME Local 2443**  
**7/14/2011**

**Two year contract July 1, 2009 to June 30, 2011:**

7/1/2010 **Longevity** - Increase longevity payments as follows:

5-9 years	new rate	\$675
10-14 years	new rate	\$825
15-19 years	new rate	\$975
20-24 years	new rate	\$1175
25-29 years	new rate	\$1350
30 + years	new rate	\$1600

11 AUG - 1 P 2:37  
 CITY CLERK  
 NEWTON, MA. 02459

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

7/1/2011

**1. Health Insurance Changes:**

- 75%-25% Contribution rate for all new employees
- Mandatory mail order for all maintenance medications
- Specialist Office visits – new \$35 co-pay/visit
- Outpatient day surgery co-pay –new \$100 co-pay
- 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 1<sup>st</sup>, 2011 and for the duration of this agreement.

**- 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. **Wages:**

- 1% COLA
- 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 1<sup>st</sup> shall become those employees' new anniversary date for future step advancement.
- Contingent upon ratification by 7/22/2011, each member of the bargaining unit shall receive a lump sum payment of \$750, on or about the first pay period in October.
- Effective 6/30/12, \$750 shall be "rolled" into or added to the annual base wage of each member of the bargaining unit.
- Effective 10/1/2011, the two Highway Superintendent positions currently graded C-10 shall be re-graded to C-11 and the parties agree to jointly update the job descriptions.

3. **Compensatory Time:** add Article 17.02c to read:

Employees may request to take compensatory time off in lieu of overtime compensation. Employees may bank up to five (5) days of comp time at all times. Employees, with the approval of the Commissioner, may carry over up to five (5) days of comp time into the next fiscal year.

4. **Religious Days:** Delete religious days and increase number of personal days from to 2 days to 5 personal days.

5. **Bereavement Leave:** Amend Article 7A.01 to read:

An employee shall be entitled to paid bereavement leave during absence from work for a period not exceeding five (5) days due to the death of a parent, step-parent, spouse, child, step-child, or brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparent, grandparent-in-law, grandchild, brother-in-law or sister-in-law. Every such absence shall be approved and certified to by the head of the department in which the employee works.

6. **Snow Premium:** Add 25.07 to read:

A snow premium of \$4.00 per hour for the first eight hours and a \$5.00 premium per hour starting at the ninth hour will be paid for all bargaining unit members involved in snow and/or ice operations.

7. **Third Party Work:** (Effective thirty (30) days after ratification of this agreement) Article 17.06 to read:

The City shall pay an hourly stipend of \$55 per hour for third party work done after normal work hours and on weekends (not during the normal work day) Third party work is defined as work paid by one of the following sources: add new item number five (5) to read:

- 5. All private funding - excluding Ch. 90 funding

*du 7/15/2011  
JMTD 7-15/*

7/1/2012

1. Wages:

- 2.5% COLA
- No steps

Health Insurance Changes:

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

7/1/2013

Wages

- 2% COLA
- No steps
- Effective June 30, 2014, a new step 9, calculated at three percent (3%) more than the then existing Step 8, shall be added to the salary scale at each grade. Employees who have been at Step 8 for at least one year as of June 30, 2014, and who have twenty-five (25) or more years of service as of that date, shall move to Step 9 on July 1, 2014, which shall be their adjusted anniversary date. Employees who have been at Step 8 for at least one year as of June 30, 2014, and who between fifteen (15) and twenty-five (25) years of service as of that date, shall move to Step 9 on October 1, 2014, which be their adjusted anniversary date. All other employees who been at Step 8 for at least one year as of January 1, 2015 shall move to Step 9 on that date, which shall be their adjusted anniversary date.

Signed on this 15<sup>th</sup> day of July 2011:

For Foreman,  
AFSCME Local 2443

*J. M. Jasset*  
*Ronald Gane*  
*Costa D'Amore*  
*China Wang*  
*Ben Mahony*  
*William Coull*

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

For the City of Newton

*Maura Lemieux*  
*Don Newton*

\_\_\_\_\_  
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SETTI D. WARREN  
MAYOR

City of Newton, Massachusetts  
Office of the Mayor

TT AUG 12 P 12:23  
CITY CLERK  
NEWTON, MA. 02159

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August 12, 2011

Honorable Board of Aldermen  
Newton City Hall  
1000 Commonwealth Avenue  
Newton, MA 02459

Ladies and Gentlemen:

I respectfully request that the Honorable Board amend #247-11 *HIS HONOR THE MAYOR* requesting transfers from various accounts in order to fund the cost items set forth in the FY09 through FY11 and the FY12 through FY14 labor contract agreements with the American Federation of State, County and Municipal Employees, Local 2443, the Foremen's Union. [08/01/11 @ 2:21 PM], by adding the following transfers:

<u>From Account</u>	<u>To Account</u>	<u>Amount</u>	<u>Purpose</u>
0111501-57HLTH	0111501-511001	\$ 2,000	Redistribution of Health Savings
0140101-57HLTH	0140101-511001	\$18,000	Redistribution of Health Savings
0160201-57HLTH	0160201-511001	\$ 6,000	Redistribution of Health Savings
TOTAL		\$26,000	

The retroactive portion associated with this contract is negligible as compared to the size of the FY2012 Salary Budgets in each of the departments impacted by this contract, therefore, there is no request for funding for the retroactive portion of this agreement.

We will be happy to discuss the specifics of this contract with members of the Honorable Board. Thank you for your consideration of this matter.

Very truly yours,

Seth D. Warren  
Mayor

1000 Commonwealth Avenue Newton, Massachusetts 02459

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SETTI D. WARREN  
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August 1, 2011

Honorable Board of Aldermen  
Newton City Hall  
1000 Commonwealth Avenue  
Newton, MA 02459

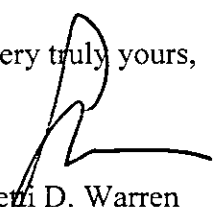
Ladies and Gentlemen:

I am pleased to inform the Honorable Board that the City has recently agreed to minor to adjustments to the previously settled contract with the employees covered by the A.F.S.C.M.E. Local 3092 and Local 3092B. As you know, these 2 unions were the first to settle with the City. These minor adjustments are designed to reflect the "pattern" that was negotiated with each of the other municipal unions.

Sufficient funding was included in the FY2011 budget to cover all costs associated with this contract. However, due to the fact that the City is in the process of "closing the FY11 Books" and certifying "Free Cash", I respectfully request that your Honorable Board docket for consideration a request to utilize FY2012 Miscellaneous Revenue to cover various departmental payroll cost items set forth in the labor contract agreement.

Specific amounts to be transferred will be included in the Board packet on Friday, August 12<sup>th</sup>. Thank you for your consideration of this matter.

Very truly yours,

  
Setti D. Warren  
Mayor

11 AUG - 1 P 2:21  
CITY CLERK  
NEWTON, MA. 02159

1000 Commonwealth Avenue Newton, Massachusetts 02459

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DEDICATED TO COMMUNITY EXCELLENCE

**City of Newton**  
**Amended Memorandum of Agreement**  
**5/2/2011**  
**Amended 7/19/2011**

The City and Union agree to an amendment to the executed agreement between the City of Newton and AFSCME, Local 3092 and 3092B. The amendments are as follows:

7/1/2011 Wages:

**Longevity:**

-	<b>10-14 years</b>	<b>\$875</b>
-	<b>15-19 years</b>	<b>\$975</b>
-	<b>20-24 years</b>	<b>\$1175</b>
-	<b>25-29 years</b>	<b>\$1350</b>
-	<b>30 or more</b>	<b>\$1600</b>

11 AUG - 1 P 2:36  
CITY CLERK  
NEWTON, MA. 02159

Health Insurance Changes

- **Deductible of \$250/\$500 – out of pocket max \$1000/\$2500**
- **Specialist Office visits – new \$35 co-pay/visit**

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.

7/1/2012 Wages:

- **3% COLA**

Health Insurance Changes:

- **No contribution change**

7/1/2013 Wages

- **2.5 % COLA**
- **No Contribution Change**

6/30/2014

Wages:

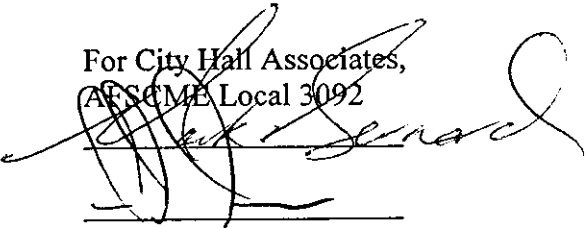
- Restore annual step dates
  - Effective June 30, 2014, a new step 8a, calculated at 2.5% more than the then existing Step 8, shall be added to the salary scale at each grade. Employees who have been at Step 8 for at least one year as of June 30, 2014, and who have twenty-five (25) or more years of service as of that date, shall move to Step 8a on July 1, 2014, which shall be their adjusted anniversary date. Employees who have been at Step 8 for at least one year as of June 30, 2014, and who between fifteen (15) and twenty-five (25) years of service as of that date, shall move to Step

8a on October 1, 2014, which be their adjusted anniversary date. All other employees who been at Step 8 for at least one year as of January 1, 2015 shall move to Step 8a on that date, which shall be their adjusted anniversary date.

Upon signage this amendment shall become a part of the Memoranda of Agreement executed on 5/2/2011.

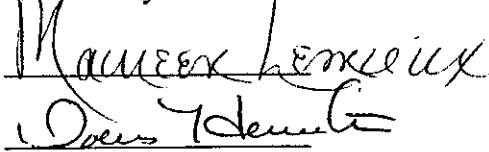
Signed on this 19<sup>th</sup> day of July 2011

For City Hall Associates,  
AFSCME Local 3092



\_\_\_\_\_

For the City of Newton



\_\_\_\_\_



City of Newton, Massachusetts  
Office of the Mayor

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SETTI D. WARREN  
MAYOR

11 AUG 29 P 3:50  
CITY CLERK  
NEWTON, MA 02159

August 29, 2011

Honorable Board of Aldermen  
Newton City Hall  
1000 Commonwealth Avenue  
Newton, MA 02459

Ladies and Gentlemen:

I write to request that your Honorable Board docket for consideration a request to transfer the sum of \$7,850 from Acct # 0110301-5197 Wage Reserve to various Payroll Accounts. The final piece of compensation adjustment is the addition of \$200 to the Longevity payments to our veteran "H" grade employees. The requested transfers are as follows:

<u>From Account</u>	<u>To Account</u>	<u>Amount</u>	<u>Purpose</u>
0110301-5197	0110101-514001	\$ 600	Longevity Adjustment
0110301-5197	0110601-514001	\$1,200	Longevity Adjustment
0110301-5197	0110401-514001	\$1,000	Longevity Adjustment
0110301-5197	0121001-514001	\$ 850	Longevity Adjustment
0110301-5197	0110801-514001	\$ 800	Longevity Adjustment
0110301-5197	0150101-514001	\$1,000	Longevity Adjustment
0110301-5197	0111101-514001	\$ 800	Longevity Adjustment
0110301-5197	0110901-514001	\$ 800	Longevity Adjustment
0110301-5197	0124001-514001	\$ 200	Longevity Adjustment
0110301-5197	0110501-514001	\$ 200	Longevity Adjustment
0110301-5197	0150201-514001	\$ 200	Longevity Adjustment
0110301-5197	0110701-514001	\$ 200	Longevity Adjustment
TOTAL		\$7,850	

Thank you for your consideration of this matter.

Very truly yours,

Setti D. Warren,  
Mayor

1000 Commonwealth Avenue Newton, Massachusetts 02459

www.newtonma.gov



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