

**Memorandum of Agreement
between the
Service Employees International Union, Local 888
CROSSING GUARD UNIT
and the
City of Somerville**

(Note: The following Memorandum of Agreement is an "Off-the-Record" document unless and until approved and ratified by both parties. In the event either side rejects or fails to ratify the Agreement, both sides are free to return to their last "on-the-record" positions.)

This Memorandum of Agreement ("MOA") sets forth the agreements of the SEIU, Local 888, Somerville Crossing Guards (the "Union") and the City of Somerville (the "City"), for a new agreement, to supplement and supersede inconsistent terms of prior agreements in effect through June 30, 2023. The parties sign this MOA to reflect their agreements on August 3, 2023, which will be integrated by the parties into the expired collective bargaining agreement.

The Agreement is subject to ratification by the membership of the Union and funding by the City Council. Both parties agree to recommend, support and move toward ratification in as expeditious a manner as possible. The City agrees to seek all approvals from the City Council necessary to effectuate the agreements in this MOA, and the parties understand that any such terms are contingent on those approvals. Except as modified in this Memorandum, the terms and conditions of the old contract will be carried forward into the new contract. Exact language for inclusion in the integrated agreement shall be set off in quotes or in text boxes; other language in the agreement represents agreements by the parties which may or may not be included in the agreement as written.

1. Article II, Dues Check Off

Amend Article as follows (new language in red):

~~The Employer agrees to deduct per pay period Union membership dues from the wages earned by any employee covered by this Agreement and to remit such dues within 7 days to the Union, provided such employee previously has delivered a written authorization and direction to make such deduction.~~

The Employer agrees that effective on the signing of this Agreement it will deduct membership dues from the wages of any employee in the unit who has voluntarily submitted a written authorization on the dues deduction form provided by the Union.

Pursuant to M.G.L. c. 180 section 17A an employee may revoke dues deduction authorization with sixty (60) calendar days written notice.

An employee may voluntarily decide to pay an agency service fee on a form provided by the Union.

~~As a condition of continued employment, every employee covered by the contract who is not a member in good standing with the Union, shall have deducted from their wages per pay period an amount equal to the regular membership fee all in accordance with the provisions of Chapter 150E, Section 12 of the Massachusetts General Laws Annotated.~~

The Union agrees to indemnify the City for any deduction made pursuant to this Article.

The Employer shall furnish the Union with a certified electronic list of all employees who are covered by this Agreement as of the date of this Agreement, and shall thereafter furnish the Union an electronic list with all submission of dues deduction. The Employer agrees to provide the Union with an electronic list of employees covered by this Agreement. The electronic file must include the following information Name, Identification No. (Social Security or other) SSN, Address, Department, Email Address on file with Employer, Home or personal cellular number on file with Employer, Date of Hire, Termination Date (if applicable), Employment Status, Salary and Dues Amount (if applicable).

~~In accordance with Chapter 180, Section 17A of the General Laws of the Commonwealth of Massachusetts, the Employer shall deduct from earned wages periodic Union membership dues from those employees who individually authorize such deductions. Employees who do not authorize such deduction shall be subject to a service fee. The employer will remit all sums deducted to the Treasurer of the Union together with a list of the employees from whom such dues have been deducted on a monthly basis.~~

The parties agree that the City will not withhold dues payments from unit members compensation for attendance at the annual meeting in August.

2. Article XIV: COMPENSATION

Section 2(a) Wage Adjustments: Unit members employed at the time of ratification of this Agreement and in the date(s) below shall receive the following increases:

- July 1, 2023 – June 30, 2024: All full-time bargaining unit members will receive a wage adjustment to \$24.00 an hour (\$48.00 per day), unless otherwise specifically provided for in this Agreement. The full-time daily rate represents compensation for 2 hours of scheduled work per day.
- July 1, 2024 – June 30, 2025: 2.5% COLA
- July 1, 2025– June 30, 2026: 2.5% COLA

3. Article XIV: COMPENSATION

Section 7. Uniforms: Amend to include a raincoat and annual footwear stipend.

Section 7. Uniforms. Upon hire, the City will provide to new unit members 2 short sleeve shirts, 2 pairs of black pants, 1 winter/rain jacket, 1 full length high visibility raincoat, 1 high-visibility vest, 1 pair of inclement weather pants, and all necessary patches and lettering for each item. After the first year, unit members will receive a \$100 annual stipend, paid semi-annually on the payroll closest to October 1 and February 1, to cover the cost of replacement uniform items.

Employees will be responsible for keeping the uniform items clean, neatly pressed and in good condition at all times. Uniform items must be worn by unit members during work hours. Unit members shall not wear uniform items during non-work periods, provided that wearing uniform items to and from work on incidental personal business is acceptable. The uniform items with City patches, lettering or insignia are property of the City. Upon replacement of items or separation from employment, the unit member shall return the uniform items with patches, lettering or insignia back to the City. ~~In the first year of this contract (July 1, 2017-June 30, 2018), the City will make a one-time payment to employees entitled to the annual clothing stipend in the amount of \$50.00 for the purchase of black water proof or water resistant inclement weather outerwear pants.~~

Effective July 1, 2023, the City will provide a \$100 annual footwear stipend paid semi-annually on the payroll closest to October 1 and February 1, to cover the cost of weather appropriate footwear.

4. Article XIV: COMPENSATION

Section 8. Employee Referral Program: Amend language regarding eligibility for referral bonus.

Section 8. Employee Referral Program. Unit members are eligible for a one-time stipend of \$50 if they 1) refer a new crossing guard hire to the City, 2) the City hires the referred person and 3) the referred person works for an uninterrupted period of sixty (60) school days, not including the use of any inclement weather days as described in section 4 above. To be eligible for the referral bonus, the new employee cannot have been employed as a crossing guard by the City at any time in the past three years.

5. Article XIV: COMPENSATION

~~ADD NEW~~ Section 9: Sick Leave: Add new section with sick leave benefit.

Section 9 - Sick Leave. Employees covered by this Agreement who work a full day and have been regularly employed in their position continuously for at least six (6) months shall be entitled to sick leave with full pay in accordance with the following provisions. A full day is defined as a morning and afternoon crossing session. Any sick leave during the six-month waiting period will be considered a leave of absence without pay.

Eligible employees will be entitled to three (3) sick days per year (6 hours), receiving 1.5 days (3 hours) after six months' service. Thereafter sick time shall accrue monthly at a rate of 0.25 days (0.50 hours) on the first of each month. After three (3) years of service, eligible employees shall be entitled to five (5) sick days per year (or 10 hours) accrued monthly on the first of each month. Employees may utilize sick days in full or half day increments.

To receive sick leave payment consideration, an employee must notify the Officer in Charge as soon as practicable and no less than one (1) hour prior to the start of each regular assigned shift, stating the nature of sickness or injury, the length of time expected to be incapacitated and when the employee expects to return to work. The Chief of Police or Officer in Charge may require employees who are absent for three (3) consecutive shifts, due to sickness or injury, to furnish a doctor's certificate or other satisfactory evidence of sickness or injury. The Chief of Police in cases of suspected abuse may require satisfactory evidence without regard to these restrictions.

Unit members on injury or sick leave should remain at their home or place of treatment during the period of recovery or as otherwise directed by a physician. Unit members are not eligible to work special assignments or other tours of duty on the date that they are sick or injured. This provision is not intended to prevent limited local travel if consistent with recuperation necessity, or other travel away from home.

Employees may carry over unused sick days in any year to a maximum of ten (10) days (20 hours). Employees will not be paid out for sick time upon separation from employment.

6. Article XIV: COMPENSATION

ADD NEW Section 10: Paperless Direct Deposit:

Effective one month (30 days) after ratification and funding of a new agreement, all employees must have all compensation/pay direct deposited to the financial institution of their choosing. Pay advice (pay stub) will be emailed to employees at either City email address unless an employee requests it be emailed to their personal email instead, rather than through paper copy.

7. Article XIV: COMPENSATION

ADD NEW Section 11: City Email: The City will provide all employees with City emails for the purpose of receiving pay advice (pay stubs) and other communications.

8. NEW Article XV: DRUG AND ALCOHOL TESTING

The following policy shall govern the administration of the drug and alcohol screening process by the Somerville Police Department (hereinafter Department) or the City's Human Resources Department among school crossing guards to test for the unauthorized use of illicit drugs and alcohol.

Testing will be conducted on those individual employees where the facts are sufficient to constitute reasonable suspicion of unauthorized use of a controlled substance and/or alcohol. The City shall have the right to require that the Employee submit without delay, to a urinalysis test and/or a breath alcohol test.

Reasonable suspicion shall be based on information of objective facts obtained by the Department and the rational inferences which may be drawn from those facts. The credibility and reliability of information obtained shall be weighed in determining the presence or absence of reasonable suspicion.

The Employee to be drug and/or alcohol tested, will be notified of the test requirement just prior to obtaining the urine sample or breath alcohol test. Advance notification of the testing will not be given, in any circumstances, to prevent any likelihood of urine sample tampering.

If an Employee refuses to submit to a drug and/or alcohol screening test, under the Agreement, it shall be considered insubordination warranting discipline, under the Agreement's proper cause standard.

An Employee with a positive confirmatory drug and/or alcohol screening result will be suspended or discharged from employment under a proper cause standard. If suspended, the Employee must successfully complete an EAP or treatment program, and provide evidence documenting successful completion of such program, before returning to work. An employee's failure to successfully complete the rehabilitation program or treatment, where such failure is attributable to the employee's fault regarding attendance at, cooperation with or participation in the rehabilitation program may result in discipline, up to and including termination.

An Employee with two (2) positive confirmatory drug and/or alcohol screening results, will be discharged from employment.

9. NEW Article XVI: DURATION

Three-year collective bargaining agreement (July 1, 2023 through June 30, 2026).

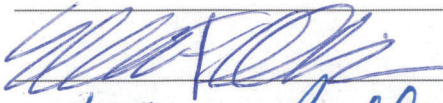
All language changes to be effective after funding by the City Council, unless otherwise

specified or agreed. All economic items to be effective as specified. All other terms and conditions of the prior agreement remain in full force and effect.

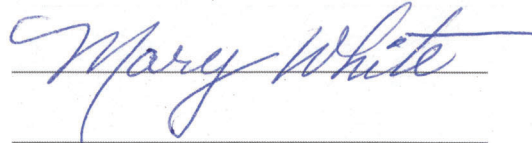
The parties hereto execute this Memorandum of Agreement subject to the terms and conditions stated above, and subject to ratification and funding as outlined by M.G.L. c. 150E.

CITY OF SOMERVILLE

SEIU Local 888, CROSSING GUARDS



Kaitiana Ballantyne
Mayor



Date: 10/26/2023

Date: _____