

**Memorandum of Agreement
between the
Somerville Police Superior Officers Association
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 Somerville Police Superior Officers Association (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, 2018. The parties sign this MOA to reflect their agreements on September 14, 2021, 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 a funding vote 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 XXII, Duration of Agreement.

Three-year collective bargaining agreement (July 1, 2018 through June 30, 2021).

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.

2. Article VII, Grievance and Arbitration Procedure.

- a. Change Section 1 heading from "Definition" to "Definitions."
- b. Add to Section 1: "Unless otherwise specified in this Agreement, "days" shall mean business days (Monday through Friday, excluding Holidays)."
- c. Amend Section 2 as follows:

Step 1. The grievance may first be presented by the employee and/or the Association by reducing it to writing and presenting it to the Chief of Police within thirty (30) days of the date of the grievance or of the date the

employee first acquired knowledge of its occurrence. The Chief or Chief's designee shall meet with the Association's Grievance Committee and/or the employee(s) involved within five (5) days from the time the grievance is presented to him to discuss and attempt to adjust the grievance, and the Chief or Chief's designee shall answer the grievance within eight (8) days after the meeting in writing.

Step 2. If the grievance is not resolved at Step 1, or answered by the Chief of Police or designee within the time limit set forth above, the written grievance shall be submitted to the Mayor by the Grievance Committee within ten (10) calendar days after the last aforementioned eight (8) day period. The Mayor or Mayor's designee shall meet with the Grievance Committee with seven (7) days after receipt of the written grievance to discuss and attempt to adjust the grievance and will answer the grievance in writing within fourteen (14) days after the meeting.

Step 3. If the grievance is not satisfactorily adjusted at Step 2, or answered by the Mayor or designee within the time limit set forth above, it may thereafter be submitted by the Association and only the Association, except as herein after set forth in Section 3, to arbitration, by written notice to the Mayor with forty (40) days after the answer of the Mayor or Mayor's designee is due. The arbitrator shall be selected by mutual agreement; the parties may also agree to submit the grievance to the American Arbitration Association for arbitration in accordance with its procedures....

3. Article IX, Holidays.

Amend Section 1 to change "Columbus Day" to "Indigenous Peoples' Day".

4. Article XIII, Other Leaves of Absence

Create new Section 4 titled "Wellness Release Time" (resulting in the current Sections 4 and 5 becoming Sections 5 and 6).

Section 4. Wellness Release Time. Unit members are eligible to utilize 8-hours of "wellness release time" per calendar year. Prior to taking wellness release time, the employee must obtain approval from their supervisor and submit a request to the City's Human Resources department for approval at least two (2) business days in advance. Such approvals shall not be unreasonably denied, however, if the request is not submitted with enough time to process and is ultimately denied as wellness time, then the City will charge to accrued time. The eight (8) hours of release time do not need to be taken at one time but must be used in multiples of 30 minutes. Employees may use this time for preventative medical care as well as for mental health appointments. This time does not rollover or accumulate.

5. Article XV, Sick Leave

The City agrees to amend by deleting the current Section f, and replacing with the following revised Section f with increases in perfect attendance (benefit doubled):

- f. Effective January 1, 2021, Union Members will be eligible for earn an annual perfect attendance bonus of \$1,000, or \$800 for near perfect attendance of two days absence or less, or \$600 for a near perfect attendance of three days absence or less, in a calendar year. Said bonus to be paid annually in January.

6. Article XVII, Seniority/Chief's Picks

Create new Section 4(b), that replaces the current language on assignments excluded from job/shift assignment picks. Section 4 would now read:

Article XVII Seniority

...

Section 4. The shift and job assignments of Sergeants and Lieutenants, and the shift assignments of Captains assigned to the Uniform Division, as set forth in the Department's current organizational plan, shall determine at a minimum, the job/shift assignments for which employees, within ranks, are entitled to make job/shift picks by seniority in accordance with the following provisions of this Article.

The following assignments known as "Mayor's picks" shall be excluded from job/shift assignment picks:

- (i) an employee assigned to the Mayor's Office
- (ii) an employee assigned to the Licensing Board
- (iii) an employee assigned to the City Solicitor's Office

Section 4(b). Notwithstanding any prior contract provision or past practice, the following provisions shall govern the selection and assignments of Superior Officers. Notwithstanding this provision, the City does not waive, but rather reserves, all rights of the Police Chief to assign officers as a non-delegable managerial prerogative under established case law.

(1). Posted Lieutenant and Sergeant assignments outside of patrol shall be made by seniority in accordance with the foregoing provisions of this Article, with the exception of 9 assignments from the Sergeant and Lieutenant rank which shall be designated annually as Chief's Picks and filled by the Chief using his or her discretion to select the most qualified Superior Officer to best address current public safety concerns. Chief's Picks will be designated annually at the start of the bid cycle. The Chief of Police shall determine what non-patrol assignments and functions to designate as Chief's Picks. The Chief and the Union will meet prior to designation each year to discuss positions the Chief plans to designate. If the Chief elects not to use one or more of the Chief's Picks during the annual bid, s/he shall have the option to fill any new position or vacant position that occurs between annual bid cycles with

a Chief's Pick. The decision not to fill a particular assignment as a Chief's Pick one year shall not diminish the Chief's right to do so in the future. No more than five (5) Chief's Picks would come from any one rank.

(2). All Captain's duties shall continue to be assigned by the Chief.

(3). All supervisory positions shall be responsible for performing any and all other duties that are reasonably related to their experience or training as assigned by the Chief or Chief's designee.

7. Article XVIII, Compensation

a. Section 1, Salaries. Amend Section 1 to reflect the following wage increases:

Effective July 1, 2018:	2.5%
Effective July 1, 2019:	2.0%
Effective July 1, 2020:	2.0%

b. Section 1, Salaries. Amend Section 1 to reflect that effective upon implementation of the City's Body Worn Camera proposal, which includes officers having been trained and regularly using/wearing BWCs, the City will provide a 2% increase to Sergeant base pay with corresponding increases to Lieutenants and Captains in accordance with Article XVIII, Section 1.

8. Article XVIII, Compensation

The City agrees to the following:

(a) To adopt the SPEA settlement terms for non-CJ Degrees; replace current Section 5(a) with the following:

(a) Employees who attain an associates degree at an accredited educational institution in other than a law enforcement program, shall be paid yearly, in addition to all other compensation to which they are entitled under this Agreement, the sum of Two Thousand Dollars (\$2,000) in recognition of the attainment of such academic distinction, payable quarter-annually at the rate of Five Hundred Dollars (\$500) quarterly. Employees who attain a bachelor's degree at an accredited educational institution in other than a law enforcement program, shall be paid yearly, in addition to all other compensation to which they are entitled under this Agreement, the sum of Four Thousand Dollars (\$4,000) in recognition of the attainment of such academic distinction, payable quarter-annually at the rate of One Thousand Dollars (\$1,000) quarterly.

If such employees also qualify for education incentive pay pursuant to the provisions of paragraph (b) of this Section, they shall be entitled to receive such pay pursuant to said paragraph in lieu of pay under paragraph (a).

- (b) to add clarifying language that the Post Quinn Education Incentive benefit phasing in full Quinn over a graduated five (5) year period, shall be based on five (5) years of service with the department, not five (5) years in rank.
- (c) to add the following language to this Section (consistent with SPEA settlement):

Notwithstanding any provision of this Section to the contrary, beginning with payments made on and after July 1, 2018, as long as a college or university is accredited by the Massachusetts Board of Higher Education or the New England Association of Schools and Colleges, neither an officer's enrollment date, nor the failure of the Massachusetts Board of Higher Education to certify a particular criminal justice or law enforcement program will impact an officer's eligibility for payments under this Section.

9. Article XVIII, Compensation

The City agrees to amend the contract to match the longevity provisions of the SPEA settlement.

Section 9/TBD. Longevity.

(a) Effective July 1, 2019, in addition to all other compensation to which they are entitled under this Agreement, employees commencing the following years of service, determined as of December 1 of each year, shall receive the following longevity compensation, which shall be paid in a single lump sum payment on the first payday of the month of December:

(i)	5 years' service	\$300
(ii)	10 years' service	\$400
(iii)	15 years' service	\$900
(iv)	25 years' service	\$1,600
(v)	30 years' service	\$3,200

The parties agree that longevity available after 20, 25 or 30 years' service (previously referred to as "senior longevity") shall be paid in full to an employee when such employee retires after January 1 for the calendar year in which he/she retires.

(b) In addition, police officers hired between 1983 and 2007 who do not have Quinn degrees and who do not qualify for education incentive pay pursuant to section 5(b), shall receive the following longevity compensation:

(i)	15 years of service	\$800
(ii)	20 years of service	\$1,500
(iii)	25 years of service	\$2,100

Notwithstanding the foregoing, employees who are entitled to education incentive pay pursuant to Section 5(a) of this Article, as well as longevity pay under this Section, shall receive both such education incentive and longevity pay.

(c) Longevity pay shall be considered regular compensation for pension/retirement purposes, shall be paid to employees when they are on sick leave, injured leave, or vacation, and payment shall be made once per year, the first payday in December.

10. Article XVIII, Compensation

The City agrees to amend Article XVIII, Section 8, Weapons of Mass Destruction to phase out this benefit and replace it with a new Section 8, Hazardous Duty Pay, as follows:

Section 8. Weapons of Mass Destruction Stipend

Effective July 1, 2018, the Weapons of Mass Destruction benefit will be phased out and replaced with a new Hazardous Duty Pay Benefit. The existing "WMD" stipend of \$500.00 yearly will be paid out in FY19, FY20 and FY21, and then eliminated.

Hazardous Duty Pay

Effective July 1, 2018, all bargaining unit employees shall receive a hazardous duty differential equal to \$1,000 to be paid annually in two equal payments made in June and December of each year.

Effective July 1, 2020, the hazardous duty differential will be increased by \$1,500 so that all bargaining unit employees receive a hazardous duty differential equal to \$2,500 to be paid annually in two equal payments made in June and December of each year.

11. Article XIX, Miscellaneous, Section 19, Residency.

- a. Amend Article XX, Section 17, Residency, as follows:

Section 17. Residency. Bargaining unit officers must live within twenty-five (25) miles of the City measured from closest boundary of the community in which such officers live to the boundary of the City of Somerville that is closest to the community where the officers live, and in any event, within the Commonwealth. If an officer is determined to reside in a community that is greater than twenty-five (25) miles from the City of Somerville as measured above, he/she shall be given one (1) year to relocate to a community that measures no less than twenty-five (25) miles from the City of Somerville as measured above.

If an employee once notified of a violation fails to relocate to a community within twenty-five (25) miles of the City or relocates to a community within twenty-five (25) miles of the City and is later found to reside outside these limits again, s/he shall be terminated forthwith.

12. NEW/ADD: Article XIX, Section 33, Body-Worn Cameras

Section 33. Body-Worn Cameras. The City shall fully implement a body-worn camera program for Superior Officers, consistent with the terms of the City's Body Worn Camera Policy. There shall be a joint labor-management committee to include (among others) a designee from the Superior Officers' Association that will meet as necessary to monitor, discuss and resolve any problem(s) that may arise in connection with the implementation of the City's Body Worn Camera Program.

13. Article XX, Dues and Agency Fee.

Revise Article XX by deleting the phrase "And Agency Fee" from the heading and by deleting Section 2, Agency Fee from the Agreement.

14. NEW/ADD: Article TBD, IA/Investigation Work

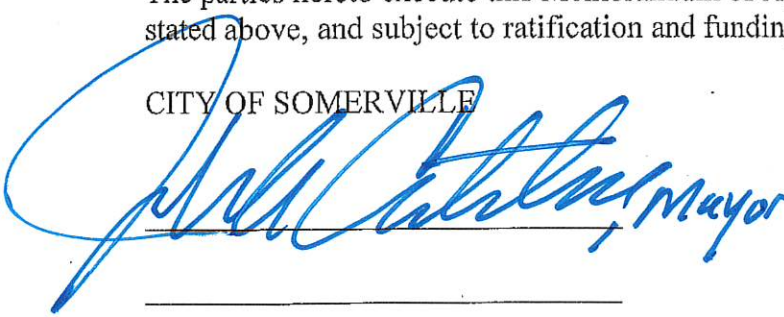
Add New Article to Agreement as follows:

ARTICLE ____
IA/Investigation Work

- Investigations/IA will be overseen by the Chief and the Deputy Chief in charge of the Office of Professional Standards (OPS).
- In the discretion of the Chief or the Chief's designee, investigations of misconduct may be investigated by SPSOA unit members, including OPS unit members, other sworn personnel, or an individual other than a unit member or sworn officer.
- When an investigation is handled by someone other than sworn personnel, the Chief or Deputy Chief in charge of OPS will continue to oversee the investigation, which, upon the request of the person being interviewed shall include participating or designating one of the OPS officers to participate in witness interviews.
- The City agrees that it will not use APD Management, Inc. in conducting any future investigations.
- SPSOA unit members will continue to perform the non-investigation work currently handled by the OPS.

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.

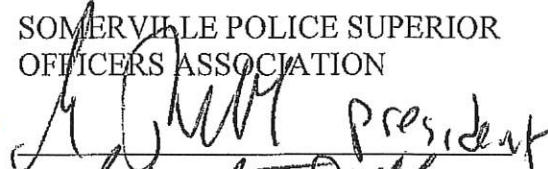
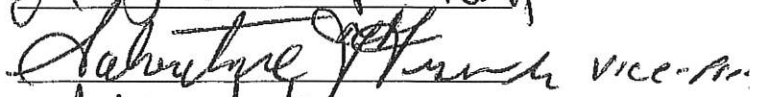
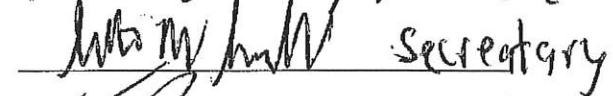
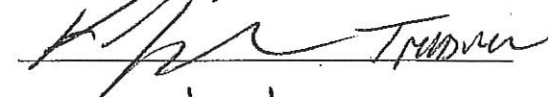
CITY OF SOMERVILLE



Date:

10/21/2021

SOMERVILLE POLICE SUPERIOR OFFICERS ASSOCIATION

 President
 Vice-Pres.
 Secretary
 Treasurer

Date:

10/14/2021