

# MEMORANDUM OF AGREEMENT

Between

The City of Somerville

And

SEIU/Local 888, E911 Call Taker/Dispatchers Chapter

August 13, 2024

The City of Somerville and the Service Employees International Union, Local 888 representing the Emergency Telecommunicators / Police Dispatchers (“ET/PD”) agree to incorporate the following terms and conditions as part of a successor collective bargaining agreement to succeed the collective bargaining agreement which expired on June 30, 2023.

The Agreement is subject to ratification by the membership of the SEIU/Local 888 ET/PD unit (“Union”) and by a funding vote by the Somerville City Council. Both parties agree to recommend, support and move toward ratification in as expeditious a manner as possible. Unless otherwise stated, all provisions of this Memorandum of Agreement (“MOA”) are prospective and shall become applicable upon ratification by the Union membership and funding by the City Council.

Following ratification, the parties will integrate the below terms into a single collective bargaining agreement. The integrated agreement will be signed by the parties as soon as practicable following ratification.

Except as set forth below, all other terms and conditions of the prior agreement remain in full force and effect. Changes to the text of the prior agreement are demonstrated by ~~striketrough~~ font where language is being stricken and **red** font where language is being added.

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## 1. ARTICLE 29, DURATION.

3 years (July 1, 2023 – June 30, 2026)

## 2. ARTICLE 6, HOLIDAYS.

Section 1. Amend Section 1 to strike “Bunker Hill Day” and insert “Juneteenth”.

## 3. ARTICLE 7, SICK LEAVE.

Section 1: Move Section 1, regarding the limit on hours worked in a 24-hour period, to Article 17, Hours Worked and Work Schedules. Renumber remaining sections accordingly.

Section 4. Effective July 1, 2024, amend the fourth sentence of Section 4 as follows:

The Chief or the Chief's designee will counsel any employee he or she suspects of misusing sick leave. Following a counseling, the Chief or the Chief's designee will require an employee to submit a note from the employee's treating medical professional when the Chief, the Chief's designee, or the City suspects a misuse of sick leave. "Sick leave misuse" means when an employee fails to report for a regular work shift and uses a sick day when the employee is physically able to work. The Chief, the Chief's designee, or the City will suspect 'sick leave misuse' when an employee uses more than ~~eight (8) six (6)~~ sick occurrences (defined as one period of absence due to a single medical condition or ailment) in a rolling 12-month period...

Section 8. Effective January 1, 2025, amend Section 8, as follows:

Unit members are eligible to utilize ~~8-hours 4-hours~~ of "wellness release time" per calendar year. Prior to taking wellness release time, the employee must submit a request to his/her department head for approval. The ~~eight (8) four (4)~~ 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.

**NEW Section 10.** Insert a new Section 10 establishing a Sick Leave Bank, as follows:

- a) Committee. There shall be a Sick Leave Bank administered by a Committee of two (2) employees to be appointed by the Unit President, each of whom must have been unit members for two (2) years or more at the time of appointment, and two (2) employees of the City to be appointed by the Mayor or his/her designee. All actions of the Committee shall be by majority vote. In the event the Committee is split on any decision requiring a majority vote, the Union President shall provide the tiebreaking vote. In the event the Union President is the applicant or has a conflict, the Union Vice President shall provide the tiebreaking vote.
- b) Donations. A unit member may become a Sick Leave Bank participant by (1) submitting a Sick Leave Bank Enrollment form, which shall be established by the Committee, and (2) donating at least two (2) days to the Bank. Thereafter, participating unit members may voluntarily contribute to the Bank by permanently assigning one or more days of their current sick leave accruals to the Bank. On the date of any such donation, the member must have accumulated not fewer than seven (7) days of sick leave. After the initial creation of the Bank, participating unit members will automatically be charged one (1) day per year on January 1 of each year until either (1) the member opts-out of the Bank or (2) the Bank accumulates one hundred (100) sick days. Participating members may opt-out of the Bank at any time by submitting a Sick Leave Bank Opt-out form, which shall be established by the Committee, however, any sick days donated prior to the unit member's opting-out shall remain with the Bank and are irretrievable. If an annual, 1-day deduction is charged, all participating unit members will be charged and the bank may accumulate more than one hundred (100) days. Thereafter, the annual, 1-day

deductions shall cease until the Bank balance drops below one hundred (100) sick days.

- c) Membership. Unit members may enroll in the Bank in the manner set forth above in January of each year. Only participating unit members that have donated sick days to the Bank consistent with the terms set forth herein are eligible to utilize the Sick Leave Bank throughout the remainder of the calendar year. Assignment by a unit member of personal sick leave days to the Bank shall be made in writing using a Sick Leave Bank Donation form established by the Committee. The Human Resources Department shall maintain a list of who has contributed to the Bank and the number of sick leave days accumulated in the Bank. At the Union's written request, the Human Resources Department shall tender to the Union President the status of the Sick Leave Bank in terms of accumulated time eligible for use.
- d) Eligibility. Participating unit members shall be eligible to apply for or access the Bank once they have exhausted all paid leave accruals, provided the employee has made an application to the Committee using the Sick Leave Bank Withdrawal Request form, which shall be established by the Committee. In order to be eligible, the City must have approved the unit member's leave or continued leave pursuant to the Family Medical Leave Act (FMLA). The Committee will determine whether the unit member is eligible to draw on the Bank based on whether the member meets the eligibility standards and approval process for a Family Medical Leave Act leave for the member's own serious medical condition, and the additional considerations set forth below in subparagraph (e). Consistent with the FMLA, the Committee may require a unit member to be examined by a credentialed medical professional at the City's own cost.
- e) Distributions. The Committee may, but is not required to, also consider the following factors in determining a participating unit member's eligibility to draw upon the Bank:
  - i. Number of days available in the Bank;
  - ii. Prior instances of exhaustion of all accumulated leave;
  - iii. Length of service to the City;
  - iv. Prior discipline for attendance problems or abuse of leave; and
  - v. Length of time as a member of the Bank.

Notwithstanding the foregoing, in no instance shall a participating unit member be allowed to utilize more than half of the sick days in the bank at the time of his or her request.

The decision of the Committee regarding a unit member's eligibility and entitlement shall be made by vote of the Committee and shall be final and binding and not subject to the collective bargaining agreement's Grievance and Arbitration Procedure.

- f) Accounting. The Human Resources Department shall notify the Union President of the current Sick Leave Bank balance by January 31 of each year, and whenever the

accumulation of sick leave days in the Sick Leave Bank falls below fifteen (15) days. If the Bank drops below fifteen (15) days, the Union may call for an emergency donation and unit members that do not participate in the Sick Leave Bank may join at that time in the manner set forth above. Should the Sick Leave Bank be discontinued, cancelled, or dissolved for any reason, the current balance shall be distributed evenly amongst the then current participants, provided, however, no unit member shall receive more sick days in return upon dissolution than he or she donated.

#### 4. ARTICLE 8, VACATIONS.

Section 1. Strike the existing Section 1 in its entirety and replace with the following:

“Effective January 1, 2025, Employees will accrue vacation on a monthly basis based upon years of service and according to the schedule set forth below. Employees that receive additional vacation time upon reaching a certain number of years of service, based upon the schedule set forth above, shall begin accruing at the higher monthly rate of accrual on the first of the month immediately following their work anniversary (e.g. hire date). Employees shall continue to accrue vacation time during periods of approved sick or FMLA leave.

- a. Employees hired after July 1 will not receive vacation in the calendar year in which they were hired.
- b. First year/1 week: Employees hired before July 1, will receive 1 week vacation on the first day of the seventh month of employment and going forward will accrue 0.83 days the first of every month.
- c. 1-7 years/3 weeks: Employees with at least one (1) year of service, but less than eight (8) years of service will receive three (3) weeks of vacation accrued at 1.25 days the first of every month.
- d. 8-14 years/4 weeks: Employees with at least eight (8) years of service but less than fifteen (15) years of service will receive four (4) weeks of vacation accrued at 1.67 days the first of every month.
- e. 15-19 years/5 weeks: Employees with at least fifteen (15) years of service but less than twenty (20) years of service will receive five (5) weeks of vacation accrued at 2.08 days the first of every month.
- f. 20-24 years/6 weeks: Employees with at least twenty (20) years of service but less than twenty-five (25) years of service will receive six (6) weeks of vacation accrued at 2.5 days the first of every month.
- g. 25+ years/7 weeks: Employees with at least twenty-five (25) years of service will receive seven (7) weeks of vacation accrued at 2.92 days the first of every month.”

As part of the initial implementation to the new accrual system, unit members employed by the City on January 1, 2025, will receive a one-time credit of two (2) weeks’ vacation time for the 2025 calendar year in addition to their contractual benefit which they will accrue monthly.

Section 4. Strike the existing Section 4 in its entirety and replace with the following:

“Employees will be eligible to carryover up to two (2) weeks of vacation time from one calendar year to the next, and up to an additional two (2) weeks subject to Mayoral approval. In no event may an Employee carry over more than a total of four (4) weeks of vacation from one calendar year to the next.”

**5. ARTICLE 11, GRIEVANCE AND ARBITRATION PROCEDURE.**

Section 1. Add the following language to the end of Section 1:

“No grievance may be filed on behalf of an Employee during his or her probationary period, as defined in Article 22 of this Agreement.”

**6. ARTICLE 12, OTHER LEAVES OF ABSENCE.**

Section 3. Amend Section 3 – Family and Medical Leave Act/Maternity/Paternity, to add a paid leave benefit in Section 3 (I), by inserting the following language at the end of said subsection I:

“Employees shall be eligible for the City-wide paid family and medical leave benefit (PFML), which provides paid leave for purposes that would qualify for job-protected absence under the federal Family and Medical Leave Act (FMLA). Such leave shall be made available to Employees on terms consistent with the City-wide PFML policy, which will initially provide 8-weeks of paid leave for FMLA qualifying absences per rolling 12-month period. Any period of paid leave utilized under the City-wide PFML shall run concurrent with the unpaid leave benefit provided for under this section, which in total shall continue to contemplate twelve (12) weeks of leave for FMLA-qualifying purposes. Employees taking additional time beyond 8 weeks must comply with subsection VI of this Section. The City retains the right to prescribe regulations to govern forms and procedures of the PFML policy and benefit.”

**7. ARTICLE 15, CLOTHING ALLOWANCE.**

Section 1. Effective July 1, 2024, amend the fourth sentence of Section 1 as follows:

An annual clothing allowance of **one thousand, one hundred dollars (\$1,100)** ~~five hundred dollars (\$500)~~ per Employee will be provided to cover the purchase and cleaning of the authorized uniform apparel. The City may promulgate a reasonable dress code.

**8. ARTICLE 16, COMPENSATION.**

**Section 1.** Strike the existing Section 1 in its entirety and replace with the following:

Effective July 1, 2023, 3% across the board COLA based upon employee’s FY24 step on the current 10-step scale, plus the addition of a new, 20-year step at \$80,000, on which members employed in the unit as E911 Call Takers/Dispatchers for 20 years or more shall be placed.

Effective July 1, 2024, replace the current 10-step scale contained in Exhibit A with a new 5-step scale (years 1-3 plus a 10 and a 20-year step), as follows:

	FY23	FY24		FY25	FY26
		3%		Market Adjustment	3%
<b>FY21-FY23 Scale</b>			<b>NEW FY25 Scale</b>		
<b>1</b>	\$62,555.86	\$64,432.54	<b>Year 1</b>	\$68,000.00	\$70,040.00
<b>2</b>	\$63,494.20	\$65,399.03	<b>Year 2</b>	\$70,000.00	\$72,100.00
<b>3</b>	\$64,446.61	\$66,380.01	<b>Year 3</b>	\$72,000.00	\$74,160.00
<b>4</b>	\$65,413.31	\$67,375.71	<b>Year 10</b>	\$80,000.00	\$82,400.00
<b>5</b>	\$66,394.51	\$68,386.35	<b>Year 20</b>	\$90,000.00	\$92,700.00
<b>6</b>	\$67,390.43	\$69,412.14			
<b>7</b>	\$68,401.28	\$70,453.32			
<b>8</b>	\$69,427.30	\$71,510.12			
<b>9</b>	\$70,468.71	\$72,582.77			
<b>10</b>	\$71,525.74	\$73,671.51			
<b>Year 20 - NEW</b>		\$80,000.00			

Effective July 1, 2025, 3% across the board COLA based upon employee’s FY26 step on the new 5-step scale, which will be attached to the integrated FY 24-FY26 CBA as Exhibit A.

Upon implementation of the 5-step scale contained in Exhibit A, Employees shall be placed on the step consistent with their current year of service and advance to the next step, when eligible, on their anniversary date (e.g. date of hire). For example, an Employee will move to the Year 3 or Year 10 step upon completion of their second or ninth year of service, respectively.

**Section 3:** Strike Section 3, including all shift stipends contained in Sections 3(a) – 3(e), and insert a new Night Availability Stipend as follows:

“In recognition of their availability to work nights, all members of the bargaining unit shall receive a night availability differential of six and one-half percent (6.5%) of their base salary as set forth in Section 1 payable each pay period. The night availability differential is to be paid for all pay periods including those during which members of the bargaining unit are on sick leave, disability leave, vacation or are absent from work for any other reason. In addition, the night availability differential is to be included in the computation of overtime and holiday pay received by all members of the bargaining unit.”

In the event the Night Availability Stipend for Fire Alarm Dispatchers should increase to more than 6.5% during any of the years covered by this Agreement, the Parties agree that the higher rate shall be applied to this bargaining unit and the Agreement amended.

Section 5(b). Effective July 1, 2024, amend the existing Longevity Schedule contained in Section 5(b) as follows:

3 year - \$300  
5 year - \$500  
10 year - ~~\$500~~ \$600  
15 year - ~~\$850~~ \$1,100  
20 year - ~~\$1,550~~ \$1,850  
25 year - ~~\$1,700~~ \$2,700  
30 year - \$3,200  
35 year - \$3,500  
40+ year - \$4,000

Section 6: Amend Section 6 as follows:

In a payroll period in June of each year, the City will pay, in a separate ~~check~~ **pay advice or direct deposit**, sums due to unit members under Article 16 sec. 5(b) and Article 6 sec. 1. The ~~check~~ **pay advice or direct deposit** issued in June will represent a lump sum payment for Art. 6 sec 1 holidays and Art. 16 sec. 5(b) longevity bonuses earned during the lookback period of June 1 of the prior year through May 31, a 12-month period. Unit members who are newly added to the payroll during the June 1-May 31 period will be paid only for holidays during which they were on the payroll and in the unit. ~~For the first payment of this contract, due in June, 2018, the City will not pay unit members for holidays for which they have already been paid during the June 1, 2017 May 31, 2018 lookback period.~~

**NEW Section 7.** Insert a new Section 7 – Duty Stipends, as follows:

- a. **Fluency Stipend.** Effective January 1, 2025, the City will pay a \$500 annual language proficiency stipend to Employees who demonstrate fluency in a language, other than English, spoken by more than 5% of the City’s population. The determination of languages meeting the 5% level shall be made by the City upon review of relevant, objective data. The Human Resources department shall coordinate the testing and retesting schedule and provide sufficient notice to Employees to allow them to participate.
- b. **Report Writing Stipend.** Effective July 1, 2024, the City will pay a \$1,000 annual stipend in November of each year to Employees in recognition of their responsibility for drafting and filing police reports.
- c. **Retirement Notice Bonus:** Effective July 1, 2024, Employees who give the City advanced written notice of their superannuation retirement will receive a one-time bonus described below as soon as practicable following their retirement from the City, subject to all usual withholdings. Only employees who retire through superannuation will be eligible for this stipend. The required notice must be in writing, signed by the Employee, and given to the Human Resources Director (and date stamped by Human Resources), with a copy to the Chief of Police.

12+months’ notice = \$2,000 stipend  
6-12 months’ notice = \$1,000 stipend

- d. **Criminal Justice Information System (CJIS) Stipend:** Effective July 1, 2024, the City will pay a \$1,000 annual stipend in November of each year for Employees required to use, and maintain their certification in, the CJIS.

**NEW Section 8.** Insert a new Section 8 – Paperless Direct Deposit, as follows:

Effective one month (30 days) after ratification and funding of this Agreement, all Employees must have all compensation/pay direct deposited to the financial institution of their choosing. Pay stubs will be emailed to employees at their City email address unless an Employee requests that they be emailed to their personal email instead, rather than through paper copy.

**NEW Section 9.** Insert a new Section 9 – Bi-weekly Pay, as follows:

Employees shall receive their wages in twenty-six (26) bi-weekly payments. Prior to implementation of this paragraph, Employees shall be offered access to financial counseling to assist them with family budgeting on a biweekly pay period. No employee shall suffer a financial loss as a result of the change from a weekly to a biweekly pay period.

## **9. ARTICLE 19, SENIORITY**

**NEW Section 3.** Insert a new Section 3 – Shift Bidding Procedure, as follows:

All employees shall bid by seniority (as defined in Section 1 of this Article) on December 1<sup>st</sup> of each year. Failure to bid on December 1<sup>st</sup> will result in the Employee being placed in one of the remaining slots by the City.

A senior employee bidding on December 1st may either:

- i) remain on their current shift/block, or
- ii) bid on another shift.

There shall be no bidding by any employee within their current shift. If any employee with seniority chooses to bid on to another shift she/he will not be awarded that shift until after all of the Employees currently on that shift have bid their preference. If there is a vacant position within a shift during the process, said shift will go to the most senior Employee bidding for that shift/position. If there is no vacancy on another shift, the senior Employee will bump the most junior employee on that shift. Any junior employee who has bumped will be allowed to bid on another shift as her/his seniority allows or will be placed in any remaining slot by the City. The results of the bidding shall go into effect thirty (30) days after the bidding or January 1.

## **10. ARTICLE 20, MANAGEMENT RIGHTS**

**NEW Section 3.** Insert a new Section 3 as follows:

In the event the City elects to merge its E911 and Fire Alarm operations, it shall provide no less than six (6) months' notice to the Union unless it is unable to do so based on emergency or impossibility. In such situations, the City shall provide as much notice as possible given the circumstances. In the event the City elects to relocate its E911 operations, it shall provide no less than six (6) months' notice to the Union unless it is unable to do so based on emergency or impossibility. In such situations, the City shall provide as much notice as possible given the circumstances.

## 11. ARTICLE 21, LAYOFFS AND RECALL

Section 2. Amend Section 2 as follows:

Employees who are laid off shall be placed on a recall list for a period equal to their length of service, up to a maximum of ~~five (5)~~ **three (3)** years. If there is a recall, Employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided that they are presently qualified to perform the work in the job classification to which they are recalled without further training.

## 12. ARTICLE 22, PROBATIONARY PERIOD

**NEW** Section 3. Insert a new Section 3 as follows:

Only time worked shall count towards completion of an Employee's probationary period.

## 13. ARTICLE 25, ALCOHOL AND DRUG TESTING

Section 1. Revise Section 1 as follows:

The use or misuse of alcohol and/or controlled substances by Employees who are on duty is prohibited. This includes any off duty use or misuse of alcohol and/or controlled substances that results in a positive alcohol and/or controlled substances test **on duty.**

Section 2. Delete Section 2 in its entirety.

Section 5. Revise Section 5 as follows:

An Employee who tests positive for the use or misuse of alcohol and/or controlled substances, or refuses to be tested as per Section 4, above, shall be placed on unpaid leave of absence, **except in the case of a bona fide accidental ingestion of cannabis.** ~~and referred to a substance abuse professional.~~ **An employee who tests positive for the use or misuse of alcohol and/or controlled substances may be subject to disciplinary action, however, any employee testing positive for the first time will be referred to a substance abuse professional and allowed to enter a treatment or rehabilitation program and be subject to a period of unannounced testing as described in Section 7.** A second ~~violation~~ **positive test** shall result in a suspension without pay for a period of no less than five (5) and no more than sixty (60) working days, at the discretion of the City. **The employee will again be**

referred to a substance abuse professional and allowed to enter a treatment or rehabilitation program and shall be subject to unannounced testing for up to thirty-six (36) months. A third violation shall result in the employee's discharge.

The Employee must successfully complete the rehabilitation 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.

**NEW Sections 6 and 7.** Insert new Sections 6 and 7 as follows:

Section 6. Before an Employee returns to duty after engaging in prohibited conduct concerning prohibited substances, the Employee shall undergo a return-to-duty alcohol/drug test resulting in a negative finding for alcohol/drugs.

Section 7. Following a determination by a substance abuse professional (SAP) that an Employee is in need of assistance in resolving problems associated with the use or misuse of alcohol and/or controlled substances, the Employee shall be subject to unannounced follow-up alcohol and/or controlled substances testing as directed by the SAP. The Employee shall be subject to a minimum of six (6) follow-up controlled substances and/or alcohol tests in the first twelve (12) months. The follow-up testing may continue for up to thirty-six (36) months from the date the Employee returns to duty.

14. Housekeeping:

- Parties agree to correct spelling and grammatical errors throughout the prior agreement.
- Parties agree to integrate this MOA into the prior agreement and update/replace pronouns to be gender neutral.
- Parties agree to replace references to Personnel Director and Personnel Department with Human Resources Director and Human Resources Department.
- Parties agree to replace references to E911 Call Taker/Dispatcher with Emergency Telecommunicators / Police Dispatchers.

**WHEREFORE**, the parties have executed this Agreement as follows:

**FOR LOCAL 888, SEIU:**

**FOR THE CITY OF SOMERVILLE**

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**Katjana Ballantyne, Mayor**

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_