

MEMORANDUM OF AGREEMENT
Between
The City of Somerville
And
SEIU/Local 888, E-911 Call Taker/Dispatchers Chapter
November 4, 2020

The City of Somerville and the Service Employees International Union, Local 888 representing the E-911 Call Takers/Dispatchers Chapter 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, 2020.

The Agreement is subject to ratification by the membership of the SEIU/Local 888 E-911 unit 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.**

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.

1. Article 29 – Duration of Agreement

- a. **This Agreement shall run from July 1, 2020 through June 30, 2023.** On or after December 1, **2022**, both parties may notify the other of its first proposals for a New Agreement to be effective on the termination of this Agreement, and the parties shall proceed forthwith to bargain collectively with respect thereto. **If negotiations for a new Agreement continue beyond June 30, 2023, this Agreement shall continue in full force and effect until a successor Agreement is executed.**
- b. **STRIKE paragraph (b).**

2. Article 16 – Compensation

Effective July 1, 2020, REPLACE Section 1 with the following:

- (a) July 1, 2020 → All unit members move onto the attached 10-step scale, attached as Exhibit A. Employees hired before 1999 will be placed on Step 6. Employees hired between 1999 and 2001 will be placed on Step 5. Employees hired after 2001 will be placed on Step 2. New employees are hired onto Step 1. All Unit members shall advance a step on the 10-step scale on July 1 of each year, regardless of hire date.
- (b) July 1, 2021 → 2% ATB, plus 1 step
- (c) July 1, 2022→2% ATB, plus 1 step

Section 3(a). Increase the First Half Shift differential to **6%**.
Section 3(b). Increase the Last Half Shift differential to **10%**.
Section 3(c). Increase the Weekend Shift differential to **7.5%**.

Section 5(b). Edit as follows:

Effective July 1, 2020:

Twenty (20) years of service but less than twenty-five (25): **\$1550** annually

Twenty-five (25) years of service or more: **\$1700** annually

3. Article 6 – Holidays

Section 1. HOUSEKEEPING: Replace “Columbus Day” with “Indigenous Peoples Day”

ADD at the end: **Paid holidays are credited to Employees on the actual date of the holiday, regardless of the day of the week on which the holiday occurs and regardless of when non-public safety City employees observe the holiday.**

4. Article 8 – Vacations

REPLACE (a)-(d) of Section 1 as follows:

- (a) More than one (1) year of service, but less than ten (10) years of seniority – fifteen (15) working days;
- (b) More than ten (10) years but less than eighteen (18) years of seniority – twenty (20) working days;
- (c) More than eighteen (18) years but less than twenty-five (25) years of seniority – twenty-five (25) working days;
- (d) Twenty-five (25) years or more of seniority – thirty (30) working days.

5. Article 12 – Other Leaves of Absence

NEW Section 6: Compensatory Time (effective July 1, 2020)

Unit members may earn compensatory time in two ways: training a new employee or by attending approved in-house job trainings in excess of the annual 16-hour requirement.

Employees can accrue up to 40 hours total of compensatory time.

Employees can use their accrued compensatory time with advanced supervisory approval. Supervisory approval will not be unreasonably denied and will be based on operational need. Employees may not take compensatory time on Memorial Day, July 4, Labor Day, Thanksgiving, Christmas Eve, Christmas Day. For purposes of this Article 12, section 6, the holiday is the twenty-four (24) hour period commencing at 12:00 midnight of each day listed above and the day before or after the holiday is the twenty-four (24) hour period commencing at 12:00 midnight.

6. Article 17 – Hours of Work and Work Schedules

CURRENT Section 6 becomes “paragraph (a)”

ADD Section 6, paragraph (b): Employees who retire in good standing from the City through superannuation can request to be included on a retiree overtime list and be called to work unfilled E911 shifts. The City will pay these shifts at the former employee's regular hourly rate at the time of their retirement, with any shift differential that may apply to the shift. Any restrictions under G.L. c. 32 on the number of hours a retiree can work in a year will apply. Any contractual restrictions on the number of continuous hours an employee can work in a 24 hour period will apply to retirees. Any retirees who wish to continue working in E911 must maintain all required credentials, either on their own at their own expense or as may be offered by the City from time to time. The City has no obligation to pay for retiree training or maintenance of any required credentials. The City will establish an annual process in which retirees can indicate their interest in being included on the overtime list, and the City will verify their credentials before adding retirees to the list. Nothing in this paragraph (b) is intended to supersede or disrupt any current E911 overtime shift distribution practices that are in place in this unit or amongst other employees of the Somerville Police Department. Nothing in this paragraph (b) guarantees any retiree work shifts, and the parties understand that the availability of retiree shifts will be sporadic. The City reserves the right to decline to add a retiree to the overtime list or remove a retiree from the overtime list.

STRIKE current Section 3

7. Article 3 – Dues and Agency Fee

REPLACE with:

ARTICLE 3—UNION SECURITY

During the term of this Agreement, the Employer shall deduct from the employee's pay an amount set by the union for union dues, agency fees, COPE contributions from each member of the union who voluntarily executes an authorization form and upon request, any additional dues amounts specified by the Union and authorized by the employee.

When filed with the employer, the authorization form will be honored in accordance with its terms. Deductions will be promptly transmitted to the Union by electronic transfer (ACH). Along with the ACH payment, an employee payroll roster will be submitted within two business days via electronic means utilizing a CSV or Excel format, including any employee in a bargaining unit that is not having dues deducted. The Union agrees to indemnify the City for any deduction made pursuant to this Article, provided that the City has made the deduction pursuant to the terms of the contract.

This electronic employee payroll roster must include employee id numbers, legal name, bargaining unit, deduction amount, deduction type, base pay amount (excluding overtime, shift differentials, bonuses, and longevity), pay ending date and check date.

Upon signing of this agreement, and under the following circumstances, the City shall supply to the Union a list of all employees covered by this agreement: (1) upon any change to the makeup

of the bargaining unit (e.g. resignations, new hires, etc.); and (2) within ten (10) working days of the Union's request. The list shall include the employees legal name, home address, phone number, personal email, employee ID number, date of hire, annual salary, bargaining unit, department, job title, work site, work email address and work phone number.

8. **Article 7 – Sick Leave**

Section 3. EDIT second sentence as follows: After earning two (2) days credited in January, Employees shall accrue paid sick leave at the rate of 1.27 days **each month thereafter from February through December**, rounded to a total of sixteen (16) days per calendar year, up to a maximum of one hundred, twenty-five (125) days.

REPLACE Section 4 with the following:

The Chief will counsel any employee he suspects of misusing sick leave. Following a counseling, the Chief will require an employee to submit a note from the employee's treating medical professional when the Chief 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 or the City will suspect "sick leave misuse" when an employee uses more than six (6) sick occurrences in a rolling 12-month period, when the Chief or the City have substantiated information that the employee was not physically unable to work, or the days an employee takes appear to follow a pattern (for example, sick days tend to be taken on a certain day or days of the week or holidays, sick days are used to extend approved vacations or personal days, after an employee is disciplined or counseled by the Chief or the City). Time an employee spends on an approved intermittent or contiguous FMLA leave is not considered a use of sick leave pursuant to this Article. If the Chief requests a medical note, the employee will have five (5) calendar days to produce such note to the Chief. In addition, the Chief will require an employee to submit a note from the employee's treating medical professional on the employee's first day back at work following sick leave taken for three (3) or more consecutive tours. A doctor's note for purposes of this Section shall consist of a statement from the employee's treating medical professional that he/she has personally examined the employee, a statement that the employee was unable to perform his/her duties due to a medical reason, and the prognosis for the employee's return to work. This note must be on the treating medical professional's letterhead and shall list his or her professional address and telephone number. Failure to produce a note as described in this section may, at the discretion of the Chief, result in the absence being treated as an absence without pay. Nothing in this Article 7, section 4 prevents the Chief, subject to Article 23, from also pursuing discipline for sick leave misuse. For purposes of this Section 4, any reference to an action by "the Chief" may be undertaken by his or her designee.

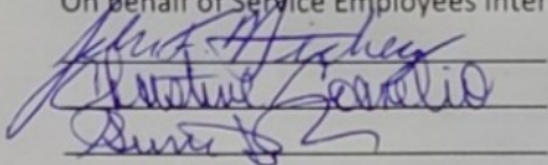
NOTE: The Side Letter, attached as Exhibit B, applies to the enforcement of the Article 7, section 4 language.

NEW Section 9: Perfect attendance bonus

Effective July 1, 2020, an employee who has perfect attendance from December 1 of one year to November 30 of the next year shall receive a bonus of \$1,000.00 for each year; any employee who uses one sick day shall receive a \$800 bonus; any employee who uses two sick days shall receive a \$500 bonus; and any employee who uses three sick days shall receive a \$200 bonus. The City will pay this bonus in a pay period in December. The City will not consider time employees spend on an approved FMLA leave to be "sick" days for purposes of this section 9.

Signed this 23rd day of November, 2020.

On behalf of Service Employees International Union, Local 888:



Signed this ____ day of November, 2020.

On behalf of the City of Somerville:

Effective July 1, 2020, an employee who has perfect attendance from December 1 of one year to November 30 of the next year shall receive a bonus of \$1,000.00 for each year; any employee who uses one sick day shall receive a \$800 bonus; any employee who uses two sick days shall receive a \$500 bonus; and any employee who uses three sick days shall receive a \$200 bonus. The City will pay this bonus in a pay period in December. The City will not consider time employees spend on an approved FMLA leave to be "sick" days for purposes of this section 9.

Signed this _____ day of November, 2020.

On behalf of Service Employees International Union, Local 888:

Signed this 24 day of November, 2020.

On behalf of the City of Somerville:

[Signature]

Nov 24 2020

Exhibit A

City Financial Proposal to SEIU Local 888 (E911 unit)

COS Proposal to Union on 1/27/2020

		FY21	FY22	FY23
Step	Scale		1.02	1.02
<i>Steps</i>	<i>New Scale</i>	<i>2% ATB</i>	<i>2% ATB</i>	
1	60,126.74	61,329.27	62,555.86	
2	61,028.64	62,249.21	63,494.20	
3	61,944.07	63,182.95	64,446.61	
4	62,873.23	64,130.70	65,413.31	
5	63,816.33	65,092.66	66,394.51	
6	64,773.58	66,069.05	67,390.43	
7	65,745.18	67,060.08	68,401.28	
8	66,731.36	68,065.98	69,427.30	
9	67,732.33	69,086.97	70,468.71	
10	68,748.31	70,123.28	71,525.74	

EXHIBIT B: SIDE LETTER TO MEMORANDUM OF AGREEMENT

Between

The City of Somerville

And

SEIU/Local 888, E-911 Call Taker/Dispatchers Chapter

November 4, 2020

The following "Side Letter" is attached to the Memorandum of Agreement for a 2020-2023 contract.

With respect to item 8 (Article 7, Section 4) in the 2020-2023 Memorandum of Agreement, executed by the parties on November ____, 2020, the parties agree as follows:

1. The 12-month lookback period will begin as soon as the City Council appropriates funds for this settlement.
2. For those employees who have 6 or more sick occurrences in that lookback period and the City suspects sick leave misuse, the City will issue the counseling contemplated in the new language.
3. For subsequent sick absences following the counseling, relevant members may have to produce a note, consistent with the language.
4. The City agrees that it won't issue discipline based specifically on the pre-July 1, 2020 absences. However, the City would be able to rely on the counseling (based on pre-July 1 absences) if unsupported sick leave usage persists and the City pursues discipline.
5. Any time an employee has spent on an approved FMLA leave or time that an employee has taken in the 12-month lookback that would have been eligible for FMLA leave will not count towards the 6 sick occurrences. It will be the employee's responsibility to notify the City of any absences that may have been eligible for FMLA and provide supporting information so that the City can make a determination about whether the absence would have qualified for FMLA. Any sick absences in the lookback period for which an employee already produced an acceptable medical note would not count as a sick leave occurrence.