

**Memorandum of Agreement
between the
Somerville Police Employees 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 Employees 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, 2015. The parties sign this MOA to reflect their agreements on February 4, 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. **Duration.** Two agreements each three years in duration: July 1, 2015 through June 30, 2018 and 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.

a. Amend Article XXII, Duration of Agreement as follows:

Section 1. Term. This Agreement shall constitute two (2) separate Agreements. The first Agreement shall be in full force and effect from July 1, 2015 through June 30, 2018. The second Agreement shall be in full force and effect from July 1, 2018 through June 30, 2021.

On or after December 1, 2020 either party may notify the other of its first proposals for a new Agreement to be effective on the termination of the second Agreement, and the parties shall proceed forthwith to bargain collectively with respect thereto.

If negotiations for a new Agreement to be effective on the termination of the second Agreement continue beyond June 30, 2021, the second Agreement shall continue in full force and effect until a successor Agreement is executed.

2. Wages.

Effective July 1, 2015	2.0% on base wages
Effective July 1, 2016	2.5% on base wages
Effective July 1, 2017	2.5% on base wages
Effective July 1, 2018	2.5% on base wages
Effective July 1, 2019	2.0% on base wages
Effective July 1, 2020	2.0% on base wages

3. Article II, Management Rights.

a. Amend Article II as follows:

This provision includes the City's right to require officers to administer NARCAN to members of the public. The Police Department may implement Global Positioning System technology (GPS) and the use of Body Worn Cameras (BWC) for purposes of further enhancing the safety of the public, efficiency, quality and delivery of police services to the citizens of Somerville. It is further understood that disciplinary actions and excessive monitoring is not the intended purpose of GPS monitoring or BWCs. The Department shall not randomly review GPS data. GPS data may be used to verify specific events such as complaints by member of the public, or alleged incidents, and in such cases GPS data may then be used to verify the accuracy of such information.

The City's use of BWCs will comply with the SPD's Body Worn Camera Policy (attached as Exhibit A). The City and the Association's Bargaining Committee shall 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. The intent of this joint labor management committee is to provide a mechanism for cooperative problem solving; it is not intended to limit the rights of the City or preclude or limit employees of the Association in their or its recourse to the grievance/arbitration provisions of this Agreement.

4. Article III, Employee's Rights.

a. Amend Article III, section 2 to be consistent with language awarded by Arbitrator Altman in SPSOA Award:

Section 2. Except as herein provided, Union business shall be conducted by Association officials on off-duty hours. Association officers (not to exceed two (2)) shall be granted reasonable time off during working hours without loss of pay or benefits to investigate, process and settle complaints or grievances, provided that they shall request permission from the Chief or his designee in advance. Such officers shall also be granted reasonable time off from duty to represent employees at disciplinary hearings and investigations/interrogations, district court proceedings, or otherwise before the Department Head and/or Command Staff, or at the office of the Mayor.

Association officials and representatives shall conduct Association business in a manner which shall not be disruptive to the City's operations or any City employee's work. The Association will furnish the City with a list of the designated Association officials.

- b. No change to section 6, however, the City intends on enforcing the terms of the current language regarding how and when the Union President's two tours are scheduled and that the President is expected to perform police duties two of every four work shifts or tours of duty.

5. Article VI, Paying Police Details.

- a. **Article VI, Paying Police Details, shall be amended at Section 8 to read:**

Section 8. No paying detail assignments shall be made until the person, firm, corporation or entity requesting or required to have such detail has agreed to pay the following rates of pay per employee therefore, namely:

A minimum of \$60.00 per hour, for patrol officers (\$.75 per hour less for detail work performed for other City departments). A sergeant shall be employed when three or more patrol officers are assigned to a given detail; a lieutenant or captain when six or more patrolmen are so assigned.

For each detail, employees shall be guaranteed a minimum of four (4) hours' pay per detail for each employee so assigned, and with a guarantee of a minimum of eight hours' pay per road or construction detail, but excluding detail work for other city departments, for each employee assigned to a road or construction detail if the detail exceeds four (4) hours; provided, however, that the applicable detail rate shall be increased by \$1.00 hourly if an employee works from 12 o'clock midnight to 8:00 A.M., and Sundays and Holidays; provided, however, that details performed on the following holidays shall be paid at time and one half the regular detail rate:

New Year's Eve (After 5:00 P.M.)
New Year's Day
July 4 (Independence Day)
Thanksgiving Day
Christmas Eve (All Day)
Christmas Day

Employees may not refuse overtime on these dates and work a paid detail.

The detail rate shall be time and one half the applicable detail rate set forth in this section, for hours in excess of eight (8) hours on a detail, and for employees assigned to strike details, for all such hours worked, subject to the aforesaid minimum guarantees. A minimum of two (2) officers shall be assigned to each location on strike details.

The applicable paid detail rate(s) shall be increased by \$5.00 for any detail at an establishment licensed to serve alcoholic beverages, subject to the aforesaid minimum guarantees.

After June 30, 2020 the Association, at its option, by written notice to the City, attention its Mayor, may increase the applicable detail hourly rate by an amount or amounts not exceeding, in the aggregate, \$3.00 per hour, as its Executive Board shall determine. Said increase(s) shall be cumulative and shall become effective seven (7) days after receipt of said notice(s) by the City, and this Section 8 shall be deemed amended accordingly.

- b. The parties agree that all changes to the detail rate are prospective and that there will be no retroactive application of the changes made in this section.

6. 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, step 2 as follows:

“**Step 2.** If the grievance is not resolved in Step 1, the grievance shall be then reduced to writing by the Association and presented to the Chief of Police. The Chief or designee shall meet with the Association’s President or designee and the employee(s) involved within five (5) days from the time the grievance is presented to discuss and attempt to adjust the grievance. The Chief shall answer the grievance, in writing, within ten (10) days after the meeting.

This step may be omitted by mutual agreement.”

- d. Amend Section 2, step 4, first paragraph as follows:

“**Step 4.** If the grievance is not satisfactorily resolved in Step 3, or answered by the Mayor within the fourteen (14) day period aforementioned in Step 3, it may thereafter be submitted by the Association, and only by the Association, except as hereinafter set forth in Section 3, to arbitration, by written notice to the Mayor within thirty (30) days after the answer of the Mayor is received, or forty (40) days after the answer of the Mayor is due, whichever is later. The arbitrator shall be selected by mutual agreement of the parties or submitted to the American Arbitration Association for arbitration in accordance with its voluntary labor arbitration rules. The fees and expenses of the arbitrator, if any, shall be shared equally by the parties.”

7. Article VIII, Hours of Work and Overtime.

The parties agree that a 28 day pay cycle pursuant to Section 207(k) of the Federal Fair Labor Standards Act (FLSA) will become effective and incorporated into the collective bargaining agreement in the form of and upon execution of a settlement agreement between the City and the plaintiffs in the FLSA suit.

8. Article IX, Holidays.

Amend Section 1 to change “Columbus Day” to “Indigenous Peoples’ Day”.

9. Article XVI, Sick Leave.

- a. Effective June 30, 2020, amend Article XVI to add a new Section 7, Perfect Attendance “Buy-Back” Incentive:

Section 7. Perfect Attendance “Buy-Back” Incentive. Effective June 30, 2020, members will be eligible to earn annual incentive days for perfect attendance or near perfect attendance. Employees eligible for this incentive will be credited incentive days as described below. Employees will be allowed to accrue up to 50 incentive days which members can “buyback” upon retirement at their current salary at the time of retirement, provided however that such buyback shall not exceed \$10,000 for any individual member. “Retirement” shall mean retirement of any form pursuant to state or local retirement board statutes, rules or regulations.

Annual Sick Leave Usage (January 1 - December 31)	Incentive Days Earned
0 sick days used	4 incentive days
1 to 3 sick days used	3 incentive days
4 or 5 sick days used	2 incentive days
6 sick days used	1 incentive day
More than 6 days used	No incentive days earned

Incentive days will be tallied and credited on or before January 31 each year and members will be provided with a cumulative record of their earned incentive days by February 15 each year. Incentive days are for “buy back” purposes only and may not be used for any other purpose.

The City will not consider time employees spend on an approved FMLA leave to be “sick” days for purposes of qualifying for incentive days.

To implement this new benefit the City will perform a two (2) year look back from January 1, 2017 to December 31, 2019 and credit members with the incentive days they would have earned during those periods.

- b. For calendar year 2021, the parties agree that the dates for providing SPEA members with an accounting of earned incentive days will have already passed upon ratification. The parties agree that the City will provide an accounting of earned incentive days, including the two year look back within 120 days of ratification.

10. Article XVIII, Seniority.

- a. Amend Section 4, list of assignments excluded from job/shift/district assignment picks to update four outdated assignments (Licensing Board, City Solicitor's Office, Police Academy and Crime Prevention) with more relevant assignments.
- b. Amend Section 4, "employees assigned to Vice Squad, not to exceed two (2) employees" to read "employees assigned to Specialized Investigations, not to exceed two (2) employees."

Article XVIII shall be amended at Section 4 as follows:

Section 4. The shift and job assignments of patrol officers assigned to the Uniformed Division, as set forth in the prior year's January rolls, shall determine, at a minimum, the job/shift requirements for which employees within ranks are entitled to make job/shift/district picks by seniority in accordance with the foregoing provisions of this Article.

The following assignments shall be excluded from job/shift/district assignment picks:

- (i) an employee assigned to the Mayor's Office;
- (ii) (a) employees, not to exceed three (3) employees in number assigned to the Domestic Violence Unit;
- (iii) an employee assigned as Safety Officer;
- (iv) an employee assigned as Administrative Aide to the Chief of Police;
- (v) employees assigned to Specialized Investigations, not to exceed two (2) employees;
- (vi) employees assigned to Community Affairs, not to exceed three (3) employees
- (vii) an employee assigned to Community Outreach

This section shall not prevent department reorganization or abolition of position by the Chief of Police, with the written approval of the Mayor, after discussion and negotiation with the Association.

11. Article XIX, Compensation.

- a. Section 1, Salaries. Amend Section 1 to reflect the Wages provided in paragraph 2, above.

- b. Section 1, Salaries. Amend Section 1 to add a new Step 5 that is 2% higher than the existing top step for officers with 8 years of service. The new step 5 will be effective upon acceptance of the City's Canine Proposal and implementation of the City's Body Worn Camera proposals, which includes officers having been trained and regularly using/wearing BWCs.
- c. Section 3. Longevity. City agrees to provide SPEA members with a new longevity benefit effective July 1, 2019 for 5, 10 and 15 years of service consistent with the firefighters' scale.
- d. Section 3A. Senior Longevity. City agrees to increase the existing 20-year step in the existing Section 3A (Senior Longevity) by \$100, making the new 15-year and existing 20-year longevity benefits the same. The benefit at 25 and 30 years remain unchanged.
- e. The Parties agree to amend the contract to combine and simplify the new Longevity benefit and the existing non-Quinn and Senior Longevity benefits.

Amend Section 3, Longevity, and 3A, Senior Longevity, as follows:

Section 3. 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.

- f. Section 5. Education Incentive Pay. Article XIX, Compensation, shall be amended at Section 5, by revising subsection (a) to read:

(a) Employees who attain an associate'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 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).

- g. Section 5. Education Incentive Pay. Article XIX, Compensation, shall be amended at Section 5, subsection b, paragraph 2, by adding the following amendment to the current language:

"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."

- h. **Article XIX, Compensation, shall be amended by revising the language in Section 7, Weapons of Mass Destruction to phase out this benefit and replace it with a new Section 7, Hazardous Duty Pay as follows:**

Section 7. 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 weekly as part of regular weekly compensation.

Effective July 1, 2019, the hazardous duty differential will be increased by \$500 so that all bargaining unit employees receive a hazardous duty differential equal to \$1,500 to be paid weekly as part of regular weekly compensation.

12. Article XX, Miscellaneous, Section 19, Residency.

- a. Amend Article XX, Section 19, Residency, as follows:

Section 19. 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.

13. Article XXI, Dues and Agency Fee.

Revise Article XXI by deleting the phrase “And Agency Fee” from the heading and by deleting Section 2, Agency Fee from the Agreement.

14. NEW ARTICLE: Canine Officers.

Add New Article to Agreement as follows:

ARTICLE
CANINE OFFICERS

Section 1. Canine Officers are appointed by the Chief, subject to Chief's discretion as to the number of canine officers required and their qualifications. All Canine Officers so assigned shall be subject to the provisions of this Article. Notwithstanding any other provision of this agreement, Canine Officers may be assigned to such duties and shifts as the Chief directs, and may be removed from the assignment at the Chief's discretion. The Chief, in his or her discretion, may direct the Canine Officer to bid a patrol car in the usual course.

Section 2. Canine Officers volunteer for the Canine Officer assignment, and the opportunity to work with a canine partner is privilege that carries with it many benefits for persons who would seek this type of assignment. Canine Officers have opportunities to reinforce the training of their canine partners in the course of their regular duties, and they are encouraged to coordinate with their supervisors to do so.

Interested officers must submit a written request to the Chief of Police via chain of command. As part of the overall assessment process, an interview will be conducted with the officer's family (if applicable) at the officer's residence, as well as with neighbors of the officer to determine if there are any objections to the presence of a police canine in the neighborhood. A written report of the overall findings will be shared with the Chief of Police or his/her designee for consideration as part of the overall selection process.

Section 3. Canine Officers are expected to spend time away from work caring for their canine partners. The Town will compensate the Canine Officer for dog care time as follows:

- a. "Dog care time," for the purposes of this agreement, refers to off-duty time spent by the Canine Officer: (i) *with the dog*, engaged in feeding, bathing, exercising, grooming, training (other than training specified in Section 4 of this Article), medicating, taking the dog to the veterinarian, and similar activities; and (ii) *with or without the dog*, performing tasks associated with dog care, such as setting up runs, cleaning kennels, and purchasing supplies.
- b. On days when the Canine Officer is working his/her regular duty shift, the Canine Officer will be compensated for an additional 30 minutes for each shift that the dog is with him or her. The time will be considered time worked for the purposes of the overtime requirements of the Fair Labor Standards Act, to the extent it applies.
- c. On days off, the Canine Officer will be compensated for 30 minutes for each otherwise uncompensated non-duty day that the dog is with him or her. The time will be considered time worked for the purposes of the overtime requirements of the Fair Labor Standards Act, to the extent it applies. This amount will not be paid on days when the dog is kenneled or in the care of another person, or on days when the Canine Officer is on paid leave. The Canine Officer is required to log and report to the Chief, or his designee, all days off that he/she does not have the dog in his/her possession.

d. In the event of a dispute over dog care time, the parties agree that the City shall be entitled to offset any pay for time not worked against any claims of unpaid dog care time.

Section 4. The Parties agree that the compensation set forth in this Article is sufficient to compensate the Canine Officer for all activities associated with the care of the dog under the Fair Labor Standards Act, and any other applicable law. If additional time is required for dog care, the Canine Officer must request such time in advance from the appropriate supervisor. Any such additional time will be compensated at a rate determined by the Chief, which shall not be less than the federal minimum wage then in effect. All dog care time will be counted as time worked for the purposes of meeting the FLSA overtime threshold of 171 hours in a 28-day cycle.

Section 5. Canine Officers will be responsible for obtaining the necessary formal training, and, if applicable, certifications, for themselves and their canine partners, including specialized training on the dog's specific discipline (patrol tracking, narcotics detection, etc.). Such training will be compensated by the Town as regular duty time. Canine Officers must request training in advance from the appropriate supervisor, and will be reassigned during the period of training so that training will occur as part of the Canine Officer's regular duties, as opposed to overtime. Training may be accomplished on overtime only with the pre-approval of the Police Chief. The training specified in this paragraph refers to formal training by a qualified, Department approved, school for canine police officers, or at the Department's option, a qualified individual trainer.

Section 6. Canine Officers will be compensated in accordance with other applicable provisions of the Collective Bargaining Agreement when assigned to special events such as canine demonstrations, and DARE events, or when called in during off-duty time to perform canine police services requested by the Department.

Section 7. The Department will pay for reasonable, verified expenses for veterinary care and food for the animal. Equipment such as: six-foot leash, choke collar, correction pinch or electronic collars (as needed), tracking line, bite sleeve, muzzles, tracking harness, rake comb, nail clippers, water/food bowls, and medications and supplements as determined by a veterinarian, shall be paid for by the Department. The Department will absorb all costs associated with kenneling the dog during the Canine Officer's vacation periods. Other expenses must be approved by the Department in advance of being incurred and may include training equipment, kenneling and other expenses reasonably related to the canine program. The Chief shall determine as to a particular expense whether the Department will reimburse the Officer or pay the expense directly to the vendor.

Section 8. As a condition of being assigned to Canine Officer, a prospective Canine Officer must sign an individual agreement incorporating the provisions of this Article.

Section 9. If the Canine Officer is assigned a department vehicle for transportation of the animal, such vehicle may not be used for private detail assignments, or other non-work related purposes, without the advance permission of the Chief or his designee.

Section 10. Canine Officers are assigned to the Patrol Division and may bid shifts within the Canine in accordance with Article XVIII. The Police Chief shall have the discretion to veto a shift pick for specific written reasons which may be appealed, through the grievance procedure, by filing a grievance at Step 2, but shall not be subject to arbitration. In the event that the veto of the shift pick is based upon the Chief's determination that there is a need for a canine on a particular shift, or because more than one canine officer has bid the same shift, then the junior Canine Officer shall be reassigned. Once the bids or assignments are made, they shall remain in effect until the next shift bid.

Section 11. Continued use of canines or operation of a canine unit will be subject to the discretion of the City based upon its assessment of need, available staffing, grant and other funding sources, and other relevant factors.

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

Charles Ferruccio

Date: 03/19/2021

SOMERVILLE POLICE EMPLOYEES ASSOCIATION

Jim ...

Date: 3/18/21