

Memorandum of Agreement

between

the City of Somerville

and

Firefighters Association of Somerville, Local 76 (Fire Alarm Unit)

June 12, 2024

As a result of the off-the-record negotiation sessions between the City of Somerville (the “City”) and Firefighters Association of Somerville, Local 76 (Fire Alarm Unit) (“FAS Local 76 (Fire Alarm Unit)”), the parties have reached an agreement on a successor collective bargaining agreement to succeed the collective bargaining agreement which expired on June 30, 2023. The parties sign this MOA to reflect their agreements on June 12, 2024, which will be integrated by the parties into the expired collective bargaining agreement.

The Agreement is subject to ratification by the membership of the FAS Local 76 (Fire Alarm unit) and by 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.

Following ratification, the Agreement will be signed by the parties as soon as practicable.

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

1. ARTICLE XXXII, DURATION:

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

2. ARTICLE II, PAYROLL REDUCTION OF DUES AND AGENCY SERVICE FEE

Section 2. Strike Section 2 regarding Agency Service Fees in its entirety.

3. ARTICLE IV, GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Revise Section 1, last sentence to read:

“However, no grievance may be filed in connection with the dismissal, suspension or other discipline of an employee during the first ~~thirty (30)~~ **calendar days six (6) months** of his **or her** employment by the City.”

Section 7. Revise Section 7 to read:

“7. In the case of any grievance involving the suspension, dismissal, removal or termination of a member of the bargaining unit (who has been employed by the City for more ~~3 than thirty (30) calendar days~~ **six (6) months**) that is submitted to arbitration under this Article, the arbitration shall be the exclusive procedure for resolving the grievance, notwithstanding any contrary provisions of Sections 39 and 41 of Chapter 31 or f Section 16 of Chapter 32 of the General Laws.”

4. ARTICLE V, COMPENSATION

Section 1. Strike the first two paragraphs of Section 1 of Article V and insert the following:

- (a) “Wages. The salaries of the Fire Alarm Operators during the term of this Agreement shall be as set forth in **Appendix A** of this Agreement. The schedules in Appendix A include general wage increases for employees on the payroll on or before June 30, 2020 in the following amounts:

| | |
|--------------|----|
| July 1, 2023 | 3% |
| July 1, 2024 | 3% |
| July 1, 2025 | 3% |

In addition, Senior Operators and Chief Operators on the payroll on or before June 30, 2020 will be eligible for new 10- and 20-year steps that are 2% higher than the starting salary and new 10-year step, respectively, for each position. The 10-year and 20-year step salaries for such employees are shown in **Appendix A** of this Agreement.

Employees hired by the City on or after July 1, 2020 will be hired at Step 1 of the new five-step scale in **Appendix A** of this Agreement, and will advance one (1) step annually on July 1 of each year regardless of hire date. Employees on the payroll as of the ratification of this Agreement that were hired on or after July 1, 2020 will receive a general wage increase of 3% beginning July 1, 2023. Beginning July 1, 2024, employees hired on or after July 1, 2020 will be placed on the new wage scale for such employees shown in **Appendix A** based upon years of service and will advance one (1) step annually on July 1 of each year regardless of hire date.

Chief Operators hired by the City on or after July 1, 2020 will be eligible for 10- and 20-year steps that are 2% higher than the starting salary and new 10-year step, respectively, for this position. Senior Operators hired on or after July 1, 2020 will be eligible for a 10-year step that is 2% higher than the starting salary for this position and a 20-year step that is 2% higher than the 20-year step for Fire Alarm Operators. The 10-year and 20-year step salaries for all employees hired by the City on or after July 1, 2020 are shown in **Appendix A** of this Agreement.” Senior and Chief Fire Alarm Operators will advance to the 10- or 20-year steps on July 1 of their 10th and 20th year of service, respectively, regardless of hire date.

Section 2. Insert a NEW Section 1(b): Paperless Direct Deposit

“1(b). As of August 1, 2024, all employees must have all compensation/pay direct deposited to the financial institution of their choosing. Pay stubs 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.”

Section 3. Revise Section 2(b) to read:

“Pay for Chief Operator will be 12% higher than the ~~maximum~~ **entry level** Senior Operator pay.”

5. ARTICLE VI, STIPENDS

Section 1. Revise Section 1 to read:

| | |
|--------------------------------|-------------------------------|
| “CPR | \$750 |
| EMD | \$750 \$800 |
| Fire Service Dispatch | \$750 \$800 |
| Data Management Stipend | \$500 (per member)” |

Insert "2. Educational Funding Pool." at the beginning of the second full paragraph in Article VI to read as follows:

"2. Educational Funding Pool. Employees who attend training during days off, if approved by the Chief in advance...."

Insert a NEW Section 3 in Article VI to read:

"3. Data Management Stipend. The Fire Chief or designee may appoint up to two (2) members of the bargaining unit to perform duties relating to data entry and CAD maintenance. These members will be responsible for transferring paper formatted information into databases such as Business File, as well as maintaining, updating, and inputting information into various other databases. The Fire Department relies on accurate and updated data that is easily accessible. Attention to detail is essential. Members selected must be computer savvy, a good typist and have a keen eye for detail."

6. ARTICLE VIII, LONGEVITY

Section 1. Revise the longevity schedule in Section 1 to read:

| | |
|--------------------------|-----------------------------------|
| "3 years service | \$300 |
| 5 years service | \$300 \$500 |
| 10 years service | \$400 \$600 |
| 15 years service | \$900 \$1,100 |
| 20 years service | \$1,650 \$1,850 |
| 25 years service | \$2,500 \$2,700 |
| 30 years service | \$3,000 \$3,200 |
| 35 years service | \$3,500 |
| 40+ years service | \$4,000" |

7. ARTICLE IX, HOURS OF WORK, NIGHT DIFFERENTIAL AND OVERTIME

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

"The regular work shift of each member shall consist of eight (8) hours. The workday shall consist of three shifts. The City reserves the right to change the schedule hours for each shift to institute different shifts upon thirty (30) days' written notice to the Union. Although the City will make every effort to schedule members to a fixed shift, the City reserves the right to assign a member to a different shift upon fourteen (14)

day' written notice to the member. Any reassignments to another shift shall not be for arbitrary or capricious reasons. The regular workweek for all full-time members of the bargaining unit shall consist of not more than forty (40) hours."

Effective September 1, 2024, the Fire Alarm Department shall implement the "6 and 4" schedule.

Section 2. Strike Section 2 in its entirety and renumber the subsequent paragraphs accordingly.

Section 3. Revise the current Section 3 (new Section 2) to read:

"For all hours which an employee works outside his/~~her~~ regularly scheduled hours, he ~~or she~~ shall be paid at a rate of one and one-half times their regular hourly rate."

Section 4. Revise the current Section 4 (new Section 3) to read:

"Any employee who is held over at the end of his ~~or her~~ regularly scheduled hours shall be ~~guaranteed a minimum of four hours pay at the rate of time and one-half~~ Effective July 1, 1988, any employee who is held over at the end of his regularly scheduled hours shall be paid for the time actually worked at the rate of time and one-half rounded off to the nearest fifteen (15) minutes."

Section 5: [no change]

Section 6: [no change]

Section 7: [no change]

Section 8: [no change]

Insert a NEW section at the end of this Article, new Section 8. To read as follows:

"In order to ensure the safety of employees and the public, no employee will be allowed to work more than forty-eight (48) consecutive hours including overtime and details. Limited exceptions may exist in the case of an emergency and with prior approval from the Chief."

8. ARTICLE XII, HOLIDAYS

Section 1. Strike "Employee's Birthday" and add "Juneteenth"

9. ARTICLE XIII, VACATIONS

Section 1. Strike the existing vacation schedule listed in Section 1(a)-(e) and replace with the following:

- a. "Fire Alarm Operators hired after July 1 will not receive vacation in the calendar year in which they were hired.
- b. First year/1 week: Fire Alarm Operators 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: Fire Alarm Operators 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: Fire Alarm Operators 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: Fire Alarm Operators 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: Fire Alarm Operators 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: Fire Alarm Operators 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."

Insert the following language in Section 1 after the new vacation schedule:

"Effective January 1, 2025, Fire Alarm Operators will accrue vacation on a monthly basis based upon years of service and according to the schedule set forth above. Fire Alarm Operators 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). Fire Alarm Operators shall continue to accrue vacation time during periods of approved sick or FMLA leave.

Fire Alarm Operators 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 a Fire Alarm Operator carry over more than a total of four (4) weeks of vacation from one calendar year to the next."

As part of the initial implementation to the new accrual system, Fire Alarm Operators 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.

10. ARTICLE XV, OTHER LEAVE

Section 1. Strike Section 1 in its entirety and insert the following language:

“Fire Alarm Operators 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 Fire Alarm Operators 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. Additional time beyond 8 weeks will be unpaid, however, employees may use accrued time to receive compensation for such continued absences. The City retains the right to prescribe regulations to govern forms and procedures of the PFML policy and benefit.”

11. ARTICLE XVII, DEATH IN THE FAMILY

Section 2. Revise Section 2 to read:

“In case of the death of an employee's brother, sister, grandparent, grandchild, mother-in-law or father-in-law, **or step-child** leave from work with pay shall be granted for up to three (3) tours of duty beginning with the day of death and ending with the day of the funeral (including a night tour that starts on the same calendar day as the funeral).”

12. ARTICLE XXIV, EXISTING RIGHTS AND PRIVILEGES

Section 2. Revise Section 2 to read:

“~~In~~ **On** behalf of the City, the Mayor agrees to submit to the ~~Board of Alderman~~ **City Council** any ordinance change or appropriation request necessary to implement the terms of this Agreement.”

13. ARTICLE XXVII, SUBSTANCE ABUSE PROGRAM

Sections 1 and 2. Strike Sections 1 and 2 in their entirety and insert the following Section 1:

Fire Alarm Operators shall be subject to drug and alcohol testing pursuant to the Substance Abuse Testing Policy attached hereto as **Appendix C**.

Renumber the current Section 3 as Section 2.

14. Housekeeping

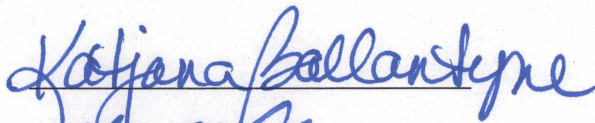
Change references to "Personnel"/ "Personnel Department" to "Human Resources."

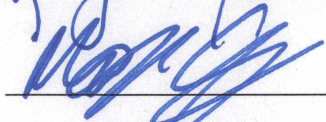
Review/revise use of pronouns throughout contracts.

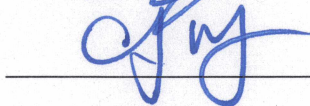
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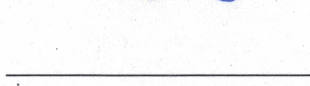
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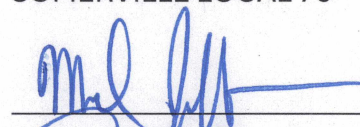
FIREFIGHTERS ASSOCIATION OF
SOMERVILLE LOCAL 76




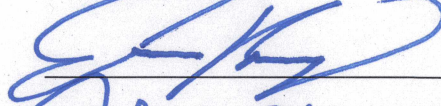


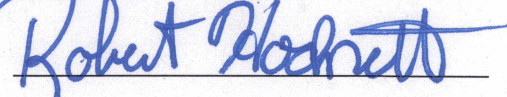












Appendix A

For Fire Alarm employees on the payroll on or before June 30, 2020, the wage scale shall be as follows:

| Rank/Title | FY21 | FY22 | FY23 | FY24 | FY25 | FY26 |
|--|---------------|---------------|---------------|-------------|--------------|--------------|
| | 2% INC | 2% INC | 2% INC | 3% | 3% | 3% |
| Chief Operator | \$89,326.51 | \$91,113.04 | \$92,935.30 | \$95,723.36 | \$98,595.06 | \$101,552.91 |
| Chief Operator (10y) | | | | | \$100,566.96 | \$103,583.97 |
| Chief Operator (20y) | | | | | \$102,578.30 | \$105,655.65 |
| Senior Operator | \$79,755.80 | \$81,350.92 | \$82,977.94 | \$85,467.28 | \$88,031.30 | \$90,672.24 |
| Senior Operator (10y) | | | | | \$89,791.93 | \$92,485.68 |
| Senior Operator (20y) | | | | | \$91,587.76 | \$94,335.39 |
| Operator (year 3 under old scale) | \$71,210.55 | \$72,634.76 | \$74,087.46 | \$76,310.08 | \$78,599.38 | \$80,957.36 |

For Fire Alarm employees on the payroll on or after July 1, 2020, or those eligible for the new 10 or 20 year step:

| Rank/Title | FY21 | FY22 | FY23 | FY24 | FY25 | FY26 |
|-----------------------|-------------|-------------|-------------|-------------|-------------|-------------|
| | | | | 3% | Market Adj. | 3% |
| Chief Operator | | | | | \$90,316.80 | \$93,026.30 |
| Chief Operator (10y) | | | | | \$92,122.32 | \$94,885.00 |
| Chief Operator (20y) | | | | | \$93,964.77 | \$96,783.71 |
| Senior Operator | | | | | \$80,640.00 | \$83,059.20 |
| Senior Operator (10y) | | | | | \$81,600.00 | \$84,048.00 |
| Senior Operator (20y) | | | | | \$91,800.00 | \$94,554.00 |
| Fire Alarm Operator | | | | | | |
| Year 1 | \$52,105.19 | \$52,626.24 | \$53,152.50 | \$54,747.08 | \$68,000.00 | \$70,040.00 |
| Year 2 | \$52,626.24 | \$53,152.50 | \$53,684.03 | \$55,294.55 | \$70,000.00 | \$72,100.00 |
| Year 3* | \$53,152.50 | \$53,684.03 | \$54,220.87 | \$55,847.50 | \$72,000.00 | \$74,160.00 |
| Year 10 – NEW * | | | | | \$80,000.00 | \$82,400.00 |
| Year 20 – NEW* | | | | | \$90,000.00 | \$92,700.00 |

Appendix C

Substance Abuse Testing Policy

Section 1. The use or misuse of alcohol and/or controlled substances or prescription drugs by employees who are on duty is prohibited. This includes the use or misuse of alcohol and/or controlled substances or prescription drugs prior to reporting to duty that results in impairment while on duty and/or the use or misuse of alcohol and/or controlled substances or prescription drugs while in uniform or in a City building.

Section 2. The City reserves the right to administer alcohol and/or controlled substances testing where there is “reasonable suspicion” or following an incident (“post-incident”).

- “Reasonable suspicion” may be based on observations concerning the appearance, behavior, speech, or body odors of the employee. The observations may include withdrawal effects. The supervisor or department representative making the observations shall document in writing facts, symptoms or observations that form the basis of his or her reasonable suspicion.
- “Post-incident” testing is testing of employees following a significant incident or serious accident where:
 - There is a mistake made that results in a failure to respond timely or effectively and results in loss of property, fatality, or bodily injury; or
 - Any other event that may be agreed upon by the City and the Union as constituting a “critical incident”.

Section 3. If an employee refuses to be tested, the employee will be treated as if he or she had received a positive test result. An employee refuses to submit to testing if he or she: (a) fails to provide adequate breath for testing without a valid medical explanation; (b) fails to provide urine or hair for testing without a valid medical explanation immediately after receiving notice of the requirement for testing; or (c) engages in any conduct that obstructs the testing process.

Section 4. Consequences of a Confirmed Positive Test for Alcohol or Controlled Substances. An employee who tests positive for use or misuse of alcohol and/or controlled substances, or refuses to be tested as per Section 3, above, shall be placed on an unpaid leave of absence for the remainder of his/her shift and may be referred to their doctor or a substance abuse professional prior to returning to duty. A second violation shall result in a suspension without pay for a period no less than five (5) and no more than sixty (60) working days, at the discretion of the City. A third violation shall result in the employee's discharge. An employee who opts to enter a rehabilitation or treatment program for misuse of alcohol or controlled substances may do so consistent with Section 6, below.

Section 5. All testing shall be performed by a certified laboratory or hospital.

Section 6. Consequences of a Confirmed Positive Test for Drugs

- A. Employees who test positive for use of drugs may be subject to disciplinary action. However, any employee testing positive for the first time shall be allowed to enter a rehabilitation program, in-state or out-of-state, in lieu of discipline with the full support and encouragement of the City and shall be subject to unannounced testing for a period of twenty-four months following a first positive test. A second positive test will result in disciplinary action. The employee will be allowed to again enter a rehabilitation program and shall be subject to unannounced testing for thirty-six months. A third positive test may result in termination.
- B. An employee must provide documentation to the City or its Fire Chief regarding entry into and successful completion of said rehabilitation program.
- C. An employee's contractual seniority will not be interrupted by any in-patient or outpatient participation in a rehabilitation program as provided in the Article.
- D. The employee must successfully complete the rehabilitation program before returning to duty.
- E. During any in-patient period of such rehabilitation program(s), an employee can utilize sick, vacation or other leave credits otherwise available to him or her by the Association/City Collective bargaining agreement to maintain compensation status. During any outpatient period of such rehabilitation program, he/she may use up to a maximum of ten (10) days sick leave, if needed, by him/her while enrolled in such programs and can also utilize vacation or other leave credits otherwise so available to him/her to maintain compensation status.

The City will pay the cost of those items not otherwise covered by the employee's health insurance plan for any rehabilitation program pre-approved by the City or the Fire Chief.

- F. An employee's failure to successfully complete the rehabilitation program, where such failure is not based on his/her failure to attend, cooperate with or participate in the rehabilitation program, may result in disciplinary action and the employee may be required to undergo further rehabilitation. After a second unsuccessful attempt at rehabilitation, the subject employee may be disciplined, up to and including termination. An employee's failure to successfully complete the rehabilitation program, where such failure is attributable to employee fault regarding attendance at, cooperation with or participation in the rehabilitation program, may result in discipline, up to and including termination.
- G. Upon return to duty following a first positive test and after successful completion of the drug rehabilitation program, the employee shall be subject to unannounced, follow-up drug testing for a period of twenty-four months. Following a second positive test, and after successful completion of the drug rehabilitation program, the employee will be subject to unannounced follow-up testing for a period of thirty-six months, during which time any positive test results may result in termination. An employee refusing to be administered a drug test during said twenty-four or thirty-

six month period, when required by the Fire Chief, shall be terminated.

- H. Once treatment and any follow-up care are completed, and employee has completed his random testing period (24 or 36 months), the employee's personnel file shall be purged of any reference to his/her drug or alcohol problem.