

**MEMORANDUM OF AGREEMENT**  
**Between**  
**The City of Somerville**  
**And**  
**Somerville Municipal Employees Association (SMEA) Unit A**  
**June 19, 2019**

As a result of the off-the-record negotiation sessions between the City of Somerville and the Somerville Municipal Employees Association (SMEA) Unit A, the parties have reached an agreement on a successor collective bargaining agreement to succeed the collective bargaining agreement which expired on June 30, 2016. The parties sign this MOA to reflect their agreements on June 19, 2019, which will be integrated by the parties into the expired collective bargaining agreement. The parties also wish to incorporate all items on which they have reached tentative agreements prior to the June 19, 2019 session during the course of successor negotiations and mediation, as captured in the City's Roster of Tentative Agreements, attached as Exhibit A.

The Agreement is subject to ratification by the membership of the SMEA Unit A 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 Agreement remain in full force and effect.

1. Term

Contract 1: July 1, 2016 - June 30, 2019

Contract 2: July 1, 2019 – June 30, 2022

The City agrees to add an "Evergreen" clause to the SMEA, Unit A contract.

2. The parties agree that the financial terms in paragraph 3 of this Agreement are retroactive, but the other financial terms will go into effect as specified, and the language terms (either newly negotiated language or existing contractual language) shall not be retroactive.

3. Compensation


a. School Nurses

- i. July 1, 2016 → 2.5% across the board increase
- ii. September 1, 2017 → 2.5% across the board increase
- iii. September 1, 2018 → All School Nurses move onto the 12-step scale described in the salary chart in Exhibit B, as follows:

1. School Nurses with 20 or more years of service as Somerville Public School Nurses will be placed on Step 8.

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2. School Nurses with 15 or more but fewer than 20 years of service as Somerville Public School Nurses will be slotted at Step 7.
  3. School Nurses with 10 or more but fewer than 15 years of service as Somerville Public School Nurses will be slotted at Step 6.
  4. School Nurses with 5 or more but fewer than 10 years or service as Somerville Public School Nurses will be slotted at Step 5.
  5. School Nurses with fewer than 5 years of service as Somerville Public School Nurses will be slotted at Step 4.
  6. Upon the School Nurse's providing satisfactory documentation to the City, School Nurses who have changed grade due to a new degree or certification will move to the same step in the new grade in the month in which they actually earned the degree or certification.
  7. Newly hired School Nurses will generally be placed on Step 1. However, to aid in recruitment of qualified and experienced staff, new School Nurse hires with 10 or more years of experience will start on Step 3.
  8. New School Nurses hires with more than 5 years but less than 10 years of experience will start on Step 2.
  9. After completing one (1) year of service, School Nurses shall advance a step each September 1.
- iv. September 1, 2019 → 1% across the board increase
  - v. September 1, 2020 → 1% across the board increase
  - vi. September 1, 2021 → 1% across the board increase
- b. Non-School Nurses
- i. July 1, 2016 → 2.5% across the board increase
  - ii. July 1, 2017 → Non-School Nurses move onto the attached 10-step scale described in salary chart Exhibit C. Members move onto the scale at the Grade described in Exhibit C and at the next highest step from their FY17 salary. Pursuant to Exhibit C, for certain Unit A positions, when the incumbents vacate those positions, the City will post the positions at new grades. Non-School Nurses shall advance a step on July 1 of each year, regardless of hire date. New employees will be hired at Step 1.
  - iii. July 1, 2018 → 2% across the board increase
  - iv. July 1, 2019 → 2% across the board increase
  - v. July 1, 2020 → 2% across the board increase
  - vi. July 1, 2021 → 2% across the board increase
- c. If the Public Health Nurse has a BSN Degree, the position will be Grade 6. If the Public Health Nurse has an MSN Degree, the position will be Grade 7. If the Public Health Nurse Manager has a BSN Degree, the position will be Grade 9. If the Public Health Nurse Manager has an MSN Degree, the position will be Grade 10. If the Public Health Nurse or Public Health Nurse Manager earns an MSN, they will move to the next grade, at their current step, in the month they earn the MSN, upon satisfactory documentation

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of earning the MSN degree. The City will post any vacancies for these positions with the degree-contingent salary grades.

- d. Effective July 1, 2017, the parties agree to DELETE Section 2 of Article XXVI, eliminating the so-called "in grade" increases. The City will subtract "in-grade increases" already paid to unit members from the retroactive payments unit members receive as a result of this settlement.
  - e. Effective July 1, 2017, the parties agree to eliminate the so-called "inside differential" in Section 6, Article IX. The City will subtract "inside differential" stipends already paid to unit members from the retroactive payments unit members receive as a result of this settlement.
4. The City will increase the longevity rates as follows, effective on July 1, 2019:

<u>Years of Service</u>	<u>New longevity stipend</u>
20-25	\$1,550
25-30	\$1,700
30-35	\$1,900
35-40	\$2,050
40+	\$2,250

Longevity stipends for years of service not mentioned above, will remain the same as what is reflected in the current contract.

5. The City will pay a one-time lump sum signing bonus of \$1,500.00, less all applicable withholdings, to any non-school nurse SMEA, Unit A members on the payroll as of the date of this MOA. The City will pay a one-time lump sum signing bonus of \$1,500.00, less all applicable withholdings, to any School Nurse on the payroll as of the date of this MOA, who works at least five (5) consecutive days during the 2019 summer programming as assigned to fill existing staffing gaps.

6. Subject to the City's updating the relevant job descriptions and within 30 days of the Union's notice to the City of an affirmative vote of the SMEA bargaining Unit B's membership, the City will promote the following 4 positions from Unit B into Unit A, at the title Administrative Assistant, at a Grade 3, Step 1:

- a. Administrative Assistant in DPW (incumbent: Diane Ringer)
- b. Administrative Assistant in Parks and Recreation (incumbent: Danielle Palazzo)
- c. Administrative Assistant in the Somerville Police Department (incumbent: Diane D'Angeli)
- d. Administrative Assistant in the Somerville Fire Department (incumbent: Joelle Martin)

7. As of the date of this MOA, the City will post the Primary Water Operator position at Grade 13, Step 1, with the job description agreed to by the parties in March 2019.

8. When the Unit A Administrative Assistant position in Treasury (incumbent: Fred Tobin) becomes vacant, the City will reorganize that position to become a Deputy Treasurer, a non-unit professional position. The City agrees to create a Unit A Administrative Assistant position in Treasury, Grade 3, Step 1.

9. Regarding the Administrative Code negotiations, the parties agree that the parties have satisfied all of their obligations regarding these negotiations, and the City has implemented changes

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consistent with the agreements of the parties. To the extent that the Union reserved any rights for Unit A members as part of the Unit B MOA of December 31, 2018, the parties agree that those rights have been satisfied and there are no residual issues or topics for any SMEA unit as a result of the City's 2016 administrative code changes.

10. On July 1, 2019, the contractual winter differential will run annually from November 1 until March 20.
11. Retroactive sums due under this MOA will be paid to any current or retired City employee who is or was a SMEA, Unit A unit member at some time from June 30, 2016 to the date of this MOA. Any former Unit A members who have resigned or been terminated from the City are not eligible for any retroactive payments. The City will agree to offer retroactive payments to employees who separated from the City for non-disciplinary reasons who, at the time of their separation, had at least 5 years of service.
12. The parties agree to the following language terms:
  - a. Article XVII, sec 2 will change as follows: CHANGE "libraries" to "city buildings" and "library personnel" to "personnel" and ADD "such security measures may include, at the City's discretion, the use of cameras in areas where employees do not have a reasonable expectation of privacy. The cameras will be used primarily to monitor the City's assets, meaning money and equipment, and for the safety of employees and their personal property (i.e. employee vehicles and other belongings). Disciplinary actions and excessive monitoring of employees is not the intended purpose of the video cameras. Video feeds from the cameras may be used for investigatory and/or disciplinary purposes as deemed appropriate by the Mayor's Office, Law Office, Director of Personnel, or the Police Department of the City. The City will provide the Union with 30 calendar days written notice prior to activating any new permanently installed security cameras. The City will include in the written notice an explanation of the operational reasons for the camera or cameras. The monitoring, use, and data management of any permanently installed cameras will be consistent with the City's Surveillance Policy.
  - b. Article XXII, sec 2 will read as follows: "The City shall have the right to implement and require the use of technological enhancements or new technologies such as new computer software or hardware, machinery, security devices, use of Global Positioning System (GPS) technology, and portable electronic devices. To the extent necessary for employees to become competent on any new systems or equipment, the City will provide training regarding the use and/or maintenance of this equipment to employees. The City agrees to work with the Union to determine appropriate levels of training necessary for its various members to become proficient with the use of any new systems or equipment. The purpose in implementing new technologies is to enhance the safety of the public, increase efficiency of its operations, and improve the quality and delivery of services to members of the public. Excessive monitoring of employees is not the intended purpose of any new technology. Information gathered from new technology may be used for investigatory and/or disciplinary purposes as deemed appropriate by the City. The parties will engage in impact bargaining, to the extent permitted by law, over decisions the City makes under this Article XXII, section 2. Topics

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like frequency, duration and location of training on new technology will be part of impact bargaining discussions. This Article XXII, section 2 is not intended to apply to the parties existing agreement captured in Article XXI, sec 16, which allows the City to implement an electronic time and attendance system but prohibits the City, from using biometric time and attendance systems.”

- c. Article XXI, Section 11 will ADD the following as the first sentence of that section: “Each employee shall report to his/her department at the beginning and end of each work shift to sign the designated time sheet prescribed by the City and to record their starting and quitting times.”
- d. Language items specific to School Nurses, as captured in the attached Exhibit D.
- e. The Union agrees that it will not seek to accrete the following positions:
  - i. Environmental Health Coordinator
  - ii. Construction Liaison and Compliance Manager
  - iii. Construction Project Manager
  - iv. Construction Public Information Officer
  - v. GLX Project Liaison
  - vi. Streetscape and Public Space Planner
  - vii. Engineering Project Manager
  - viii. Transportation Analyst
  - ix. Senior Zoning and Review Planner
  - x. Water and Sewer, Director of Administration and Finance
  - xi. Capital Projects Assistant Director
  - xii. Housing Counselor and Case Manager
  - xiii. Housing Intake Specialist

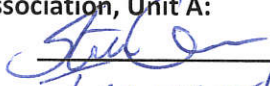




13. In spoken and written communications, the Union agrees to express its support to the City Council and the School Committee for the transfer of the School Nurses to the School Department per City Council Agenda Item 205501. The City, along with any relevant School Committee representative, agrees to meet with the Union to the extent required by law to negotiate unresolved impacts attendant to this Administrative Order. As expressed in Exhibit E, The School Committee will recognize the Union as the exclusive bargaining representative of the School Nurses in SMEA Unit C for as long as the membership duly authorizes the Union as such. Such authority will be determined through production by the SMEA to the School Committee of dues authorization cards from the School Nurses upon their transfer to the School Committee. While the City and Somerville School Committee agree to this recognition, if the Department of Labor Relations requires the parties to appear before it for the purpose of supporting the recognition of a new School Nurse Unit under the School Committee’s purview or, if necessary, supporting the separation of the School Nurses from the existing Unit A, they agree to do so. The School Committee agrees to be bound by and apply the terms of any collective bargaining agreement between the Union and the City for the period of the agreement then in effect.

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Signed this 19th day of June, 2019.

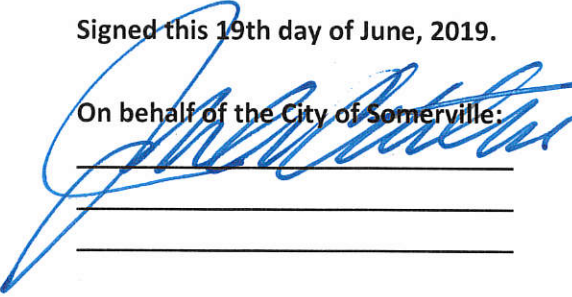
On behalf of Somerville Municipal Employees Association, Unit A:

  
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Signed this 19th day of June, 2019.

On behalf of the City of Somerville:

  
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**Exhibit A: City's Roster of Tentative Agreements Between the City and SMEA, Unit A**

**SMEA Proposals**

1. 1. Article II, Non-Discrimination

Section 1. The City agrees not to discharge, discipline, or discriminate in any way against employees covered by this Agreement because of their race, religion, sex, sexual orientation (as defined by M.G.L. c. 151B), marital status, age, ethnic background, **disability, gender identity and/or expression, genetic information**, political affiliation or activity, or membership or activity on behalf of the Association.

Tentative Agreement as of 10/4/16

2. Article XX, Seniority

Section 1. Seniority for purposes of this article shall be the employee's original date of hire by the City into an SMEA bargaining unit position **within Units A, B or D. This definition shall be implemented effective January 1, 2018 and apply to the filling of all vacancies on and after that date, but shall not invalidate any appointment to any bargaining unit position that occurred prior to that date regardless of whether this definition was applied to any such appointment.**

Tentative Agreement as of 11/21/17

7. Article XXI, Work Day, Work Week, Work Schedules, Overtime and Differentials

Section 9: Agree to language regarding "the first day" in this section. \$12/day increase.

Tentative Agreement as of July 16, 2018.

**COS Proposals**

1. Integration. Agree to integrate the Unit A collective bargaining agreement after ratification and funding of the successor contract, but no later than June 30, 2022.

TA as of August 3, 2018

4. Article III "Deductions"

a) ADD NEW Section 3: 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.

Tentative Agreement 11/21/17

5. Article XIX, Education Account

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Section 1: increase the account to \$20,000. \$12,500 of this account shall be available for the exclusive use by Unit A School Nurses for job-related educational expenses. \$7,500 of this account shall be available for non-School Nurse members of Unit A for job-related education expenses.

Tentative Agreement 12/8/17

6. Article X, Worker's Compensation

a) Section 2 (a). MODIFY as follows:

- An employee who sustains a work-related injury shall promptly file with **their Department Head** City a claim of accident form approved by the ~~Department of Industrial Accidents~~ **the City and Somerville Retirement Board** within **forty-eight (48) hours or as soon as practicable** of a work-related injury.

b) Section 2 (b). HOUSEKEEPING TO REFLECT PRACTICE  
REPLACE "provider of medical treatment" with "medical professional".

Tentative Agreement 11/21/17

7. Article XIII, "Holidays"

Section 1: CLARIFY/ADD at the end of final paragraph, "**Such approval shall be based on operational need, provided that such approval will not be unreasonably denied.**"

TA 11/21/17

8. Article XIV, Sick Leave

Section 2: CLARIFY to reflect practice:

- "...shall accumulate twenty-five (25) days of sick leave each year **(16.67 hours per month)**..."; and
- "...shall accumulate eighteen (18) days of sick leave each year **(12.00 hours per month)**..."

TA 11/21/17

9. Article XVII

NEW Section 3: ADD: "The City reserves the right to conduct compliance audits to confirm that the required license(s) is/are valid once per rolling **12-month** period."

TA 11/21/17

10. Article XX, Seniority [**OR Article XXIV Disciplinary Procedures, Sec 3(a)?**]

NEW Section 3: ADD "During an employee's probationary period the City, through its Human Resources Department, reserved the right to have an employee tested during working hours for drug and/or alcohol use. The City may test an employee during his/her probationary period no more than one (1) time. If a test result is positive, the employee will be terminated."

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TA 11/21/17

11(b).

Section 1(c): ADD: "...with the approval of the Mayor **or Human Resource Director...**" ALSO, Within the parenthesis change "i.e." to "**e.g.**"

TA 11/21/17

13. Art. XXV Grievance and Arbitration Procedure

a) Section 3 (c): HOUSEKEEPING I align with current practice: "...shall submit his/her grievance in writing to the Mayor of the City or **his/her designee...**" (ADD "**or his/her designee**" throughout this section as appropriate.)

b) Section 6: HOUSEKEEPING: DELETE.

TA 11/21/17

16. School Nurses (lettering per 2010-2016 MOA)

a) ADD: The School Nurse annual work calendar/schedule will mirror the School teachers calendar/schedule (promulgated by the Somerville Public School in which they serve), including but not limited to Professional Development Hours/Days.

TA 11/21/17

b) Tentative Agreement as of July 9, 2018 – replacing first paragraph of "Calendar Schedule" section.

TA 7/9/18

c) DELETE from paragraph (d) that School Nurses are ineligible for raises/COLAs, etc.

TA 11/21/17

17. Administrative Orders: The parties will, as part of these successor negotiations, resolve any bargaining issues relating to the establishment of the following:

Water and Sewer Department;

Capital Planning and Engineering Department;

Parks and Recreation Department; and

Fleet Division within the Department of Public Works.

TA 11/21/17

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# EXHIBIT B: SCHOOL NURSES STEP SCALE

Step	Current	2.5% FY17	2.5% FY18	1% 9/1/18 (FY19)	1% 9/1/19 (FY20)	1% 9/1/20 (FY21)	1% 9/1/21 (FY22)
<b>A.D.N.</b>							
1	40,000.00	41,000.00	42,025.00	55,713.42	56,270.55	56,833.26	57,401.59
2	44,000.00	45,100.00	46,227.50	57,106.26	57,677.32	58,254.09	58,836.63
3	48,000.00	49,200.00	50,430.00	58,533.91	59,119.25	59,710.44	60,307.55
4	50,000.00	51,250.00	52,531.25	59,997.26	60,597.23	61,203.20	61,815.24
5				61,497.19	62,112.16	62,733.28	63,360.62
6				63,034.62	63,664.97	64,301.62	64,944.63
7				64,610.49	65,256.59	65,909.16	66,568.25
8				66,225.75	66,888.01	67,556.89	68,232.46
9				67,881.39	68,560.21	69,245.81	69,938.27
10				69,578.43	70,274.21	70,976.95	71,686.72
11				71,317.89	72,031.07	72,751.38	73,478.89
12				73,100.84	73,831.84	74,570.16	75,315.86
<b>BSN</b>							
1	42,000.00	43,050.00	44,126.25	61,550.06	62,165.56	62,787.22	63,415.09
2	48,000.00	49,200.00	50,430.00	63,088.81	63,719.70	64,356.90	65,000.47
3	48,000.00	49,200.00	50,430.00	64,666.03	65,312.69	65,965.82	66,625.48
4				66,282.68	66,945.51	67,614.96	68,291.11
5				67,939.75	68,619.15	69,305.34	69,998.39
6				69,638.24	70,334.63	71,037.97	71,748.35
7				71,379.20	72,092.99	72,813.92	73,542.06
8				73,163.68	73,895.32	74,634.27	75,380.61
9				74,992.77	75,742.70	76,500.13	77,265.13
10				76,867.59	77,636.27	78,412.63	79,196.76
11				78,789.28	79,577.17	80,372.95	81,176.67
12				80,759.01	81,566.60	82,382.27	83,206.09
<b>BSN + DESE</b>							
1	46,000.00	47,150.00	48,328.75	63,672.48	64,309.20	64,952.30	65,601.82
2	50,000.00	51,250.00	52,531.25	65,264.29	65,916.93	66,576.10	67,241.87
3	54,000.00	55,350.00	56,733.75	66,895.90	67,564.86	68,240.51	68,922.91
4				68,568.30	69,253.98	69,946.52	70,645.98
5				70,282.50	70,985.33	71,695.18	72,412.13
6				72,039.57	72,759.96	73,487.56	74,222.44
7				73,840.56	74,578.96	75,324.75	76,078.00
8				75,686.57	76,443.44	77,207.87	77,979.95
9				77,578.73	78,354.52	79,138.07	79,929.45
10				79,518.20	80,313.38	81,116.52	81,927.68
11				81,506.16	82,321.22	83,144.43	83,975.88
12				83,543.81	84,379.25	85,223.04	86,075.27
<b>MSN or BSN + DESE + NASN</b>							
1	46,000.00	47,150.00	48,328.75	65,794.90	66,452.85	67,117.38	67,788.55
2	50,000.00	51,250.00	52,531.25	67,439.77	68,114.17	68,795.31	69,483.27
3	54,000.00	55,350.00	56,733.75	69,125.77	69,817.02	70,515.19	71,220.35
4				70,853.91	71,562.45	72,278.07	73,000.86
5				72,625.26	73,351.51	74,085.03	74,825.88
6				74,440.89	75,185.30	75,937.15	76,696.52
7				76,301.91	77,064.93	77,835.58	78,613.94
8				78,209.46	78,991.55	79,781.47	80,579.29
9				80,164.70	80,966.34	81,776.01	82,593.77
10				82,168.81	82,990.50	83,820.41	84,658.61
11				84,223.03	85,065.26	85,915.92	86,775.08
12				86,328.61	87,191.90	88,063.82	88,944.45
<b>MSN + DESE</b>							
1	54,000.00	55,350.00	56,733.75	70,039.73	70,740.13	71,447.53	72,162.00
2	54,000.00	55,350.00	56,733.75	71,790.72	72,508.63	73,233.72	73,966.05
3	55,000.00	56,375.00	57,784.38	73,585.49	74,321.35	75,064.56	75,815.21
4				75,425.13	76,179.38	76,941.17	77,710.59

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5	77,310.76	78,083.86	78,864.70	79,653.35
6	79,243.53	80,035.96	80,836.32	81,644.68
7	81,224.61	82,036.86	82,857.23	83,685.80
8	83,255.23	84,087.78	84,928.66	85,777.95
9	85,336.61	86,189.98	87,051.88	87,922.39
10	87,470.03	88,344.73	89,228.17	90,120.45
11	89,656.78	90,553.34	91,458.88	92,373.47
12	91,898.20	92,817.18	93,745.35	94,682.80

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**EXHIBIT C: SMEA A NON-NURSES GRADE SCALE**

		ATB		ATB		ATB		ATB	
		2.5%	10-Step Scale	2.0%	2.0%	2.0%	2.0%	2.0%	
GRADE	STEP	FY16 Annual	FY17	FY18	FY19	FY20	FY21	FY22	
1	1	50,252.19	51,508.50	60,588.59	61,800.36	63,036.37	64,297.10	65,583.04	
	2	55,729.90	57,123.15	61,194.47	62,418.36	63,666.73	64,940.07	66,238.87	
	3	57,951.78	59,400.58	61,806.42	63,042.55	64,303.40	65,589.47	66,901.26	
	4			62,424.48	63,672.97	64,946.43	66,245.36	67,570.27	
	5			63,048.73	64,309.70	65,595.90	66,907.82	68,245.97	
	6			63,679.22	64,952.80	66,251.86	67,576.89	68,928.43	
	7			64,316.01	65,602.33	66,914.37	68,252.66	69,617.72	
	8			64,959.17	66,258.35	67,583.52	68,935.19	70,313.89	
	9			65,608.76	66,920.94	68,259.35	69,624.54	71,017.03	
	10			66,264.85	67,590.14	68,941.95	70,320.79	71,727.20	
2	1	57,365.22	58,799.35	63,468.56	64,737.93	66,032.69	67,353.35	68,700.41	
	2	58,378.60	59,838.07	64,103.25	65,385.31	66,693.02	68,026.88	69,387.42	
	3	60,706.42	62,224.08	64,744.28	66,039.17	67,359.95	68,707.15	70,081.29	
	4			65,391.72	66,699.56	68,033.55	69,394.22	70,782.10	
	5			66,045.64	67,366.55	68,713.88	70,088.16	71,489.92	
	6			66,706.10	68,040.22	69,401.02	70,789.04	72,204.82	
	7			67,373.16	68,720.62	70,095.03	71,496.93	72,926.87	
	8			68,046.89	69,407.83	70,795.98	72,211.90	73,656.14	
	9			68,727.36	70,101.90	71,503.94	72,934.02	74,392.70	
	10			69,414.63	70,802.92	72,218.98	73,663.36	75,136.63	
3	1	59,391.24	60,876.03	65,672.48	66,985.93	68,325.65	69,692.17	71,086.01	
	2	60,405.54	61,915.68	66,329.21	67,655.79	69,008.91	70,389.09	71,796.87	
	3	62,814.43	64,384.79	66,992.50	68,332.35	69,699.00	71,092.98	72,514.84	
	4			67,662.43	69,015.67	70,395.99	71,803.91	73,239.99	
	5			68,339.05	69,705.83	71,099.95	72,521.95	73,972.39	
	6			69,022.44	70,402.89	71,810.95	73,247.17	74,712.11	
	7			69,712.67	71,106.92	72,529.06	73,979.64	75,459.23	
	8			70,409.79	71,817.99	73,254.35	74,719.43	76,213.82	
	9			71,113.89	72,536.17	73,986.89	75,466.63	76,975.96	
	10			71,825.03	73,261.53	74,726.76	76,221.29	77,745.72	
4	1	61,418.88	62,954.35	67,876.18	69,233.70	70,618.38	72,030.74	73,471.36	
	2	62,432.27	63,993.08	68,554.94	69,926.04	71,324.56	72,751.05	74,206.07	
	3	64,922.22	66,545.27	69,240.49	70,625.30	72,037.81	73,478.56	74,948.13	
	4			69,932.89	71,331.55	72,758.18	74,213.35	75,697.61	
	5			70,632.22	72,044.87	73,485.76	74,955.48	76,454.59	
	6			71,338.55	72,765.32	74,220.62	75,705.04	77,219.14	
	7			72,051.93	73,492.97	74,962.83	76,462.09	77,991.33	
	8			72,772.45	74,227.90	75,712.46	77,226.71	78,771.24	
	9			73,500.17	74,970.18	76,469.58	77,998.97	79,558.95	
	10			74,235.18	75,719.88	77,234.28	78,778.96	80,354.54	
5	1	63,445.74	65,031.88	70,080.10	71,481.70	72,911.34	74,369.56	75,856.95	
	2	64,459.19	66,070.67	70,780.90	72,196.52	73,640.45	75,113.26	76,615.52	
	3	67,030.23	68,705.98	71,488.71	72,918.48	74,376.85	75,864.39	77,381.68	
	4			72,203.60	73,647.67	75,120.62	76,623.04	78,155.50	
	5			72,925.63	74,384.15	75,871.83	77,389.27	78,937.05	
	6			73,654.89	75,127.99	76,630.55	78,163.16	79,726.42	
	7			74,391.44	75,879.27	77,396.85	78,944.79	80,523.69	
	8			75,135.35	76,638.06	78,170.82	79,734.24	81,328.92	
	9			75,886.71	77,404.44	78,952.53	80,531.58	82,142.21	
	10			76,645.57	78,178.49	79,742.05	81,336.90	82,963.63	
6	1	65,472.58	67,109.39	72,283.89	73,729.57	75,204.16	76,708.24	78,242.41	
	2	66,485.96	68,148.11	73,006.73	74,466.86	75,956.20	77,475.33	79,024.83	
	3	69,138.11	70,866.56	73,736.80	75,211.53	76,715.76	78,250.08	79,815.08	
	4			74,474.16	75,963.65	77,482.92	79,032.58	80,613.23	
	5			75,218.91	76,723.28	78,257.75	79,822.91	81,419.36	
	6			75,971.10	77,490.52	79,040.33	80,621.13	82,233.56	

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**EXHIBIT C: SMEA A NON-NURSES GRADE SCALE**

		ATB		ATB		ATB		ATB	
		2.5%	10-Step Scale	2.0%	2.0%	2.0%	2.0%	2.0%	
	7			76,730.81	78,265.42	79,830.73	81,427.35	83,055.89	
	8			77,498.11	79,048.08	80,629.04	82,241.62	83,886.45	
	9			78,273.10	79,838.56	81,435.33	83,064.04	84,725.32	
	10			79,055.83	80,636.94	82,249.68	83,894.68	85,572.57	
7	1	67,499.40	69,186.88	74,487.79	75,977.54	77,497.10	79,047.04	80,627.98	
	2	68,512.89	70,225.71	75,232.67	76,737.32	78,272.07	79,837.51	81,434.26	
	3	71,246.09	73,027.24	75,984.99	77,504.69	79,054.79	80,635.88	82,248.60	
	4			76,744.84	78,279.74	79,845.33	81,442.24	83,071.09	
	5			77,512.29	79,062.54	80,643.79	82,256.66	83,901.80	
	6			78,287.41	79,853.16	81,450.23	83,079.23	84,740.82	
	7			79,070.29	80,651.69	82,264.73	83,910.02	85,588.22	
	8			79,860.99	81,458.21	83,087.38	84,749.12	86,444.11	
	9			80,659.60	82,272.79	83,918.25	85,596.61	87,308.55	
	10			81,466.20	83,095.52	84,757.43	86,452.58	88,181.63	
8	1	69,527.75	71,265.94	76,692.02	78,225.86	79,790.38	81,386.19	83,013.91	
	2	70,540.15	72,303.65	77,458.94	79,008.12	80,588.28	82,200.05	83,844.05	
	3	73,354.40	75,188.26	78,233.53	79,798.20	81,394.17	83,022.05	84,682.49	
	4			79,015.87	80,596.19	82,208.11	83,852.27	85,529.32	
	5			79,806.03	81,402.15	83,030.19	84,690.79	86,384.61	
	6			80,604.09	82,216.17	83,860.49	85,537.70	87,248.46	
	7			81,410.13	83,038.33	84,699.10	86,393.08	88,120.94	
	8			82,224.23	83,868.71	85,546.09	87,257.01	89,002.15	
	9			83,046.47	84,707.40	86,401.55	88,129.58	89,892.17	
	10			83,876.94	85,554.47	87,265.56	89,010.88	90,791.09	
9	1	71,553.06	73,341.88	78,895.27	80,473.18	82,082.64	83,724.29	85,398.78	
	2	72,566.47	74,380.63	79,684.23	81,277.91	82,903.47	84,561.54	86,252.77	
	3	75,461.76	77,348.31	80,481.07	82,090.69	83,732.50	85,407.15	87,115.30	
	4			81,285.88	82,911.60	84,569.83	86,261.22	87,986.45	
	5			82,098.74	83,740.71	85,415.53	87,123.84	88,866.31	
	6			82,919.72	84,578.12	86,269.68	87,995.08	89,754.98	
	7			83,748.92	85,423.90	87,132.38	88,875.03	90,652.53	
	8			84,586.41	86,278.14	88,003.70	89,763.78	91,559.05	
	9			85,432.28	87,140.92	88,883.74	90,661.41	92,474.64	
	10			86,286.60	88,012.33	89,772.58	91,568.03	93,399.39	
10	1	73,579.91	75,419.41	81,099.17	82,721.15	84,375.58	86,063.09	87,784.35	
	2	74,593.33	76,458.16	81,910.16	83,548.37	85,219.33	86,923.72	88,662.19	
	3	77,569.75	79,508.99	82,729.26	84,383.85	86,071.53	87,792.96	89,548.82	
	4			83,556.56	85,227.69	86,932.24	88,670.89	90,444.30	
	5			84,392.12	86,079.97	87,801.56	89,557.60	91,348.75	
	6			85,236.04	86,940.76	88,679.58	90,453.17	92,262.24	
	7			86,088.40	87,810.17	89,566.38	91,357.70	93,184.86	
	8			86,949.29	88,688.27	90,462.04	92,271.28	94,116.71	
	9			87,818.78	89,575.16	91,366.66	93,193.99	95,057.87	
	10			88,696.97	90,470.91	92,280.33	94,125.93	96,008.45	
11	1	75,606.76	77,496.93	83,303.00	84,969.06	86,668.44	88,401.81	90,169.84	
	2	76,620.15	78,535.65	84,136.03	85,818.75	87,535.12	89,285.83	91,071.54	
	3	79,677.66	81,669.61	84,977.39	86,676.94	88,410.47	90,178.68	91,982.26	
	4			85,827.16	87,543.70	89,294.58	91,080.47	92,902.08	
	5			86,685.43	88,419.14	90,187.52	91,991.28	93,831.10	
	6			87,552.29	89,303.33	91,089.40	92,911.19	94,769.41	
	7			88,427.81	90,196.37	92,000.29	93,840.30	95,717.11	
	8			89,312.09	91,098.33	92,920.30	94,778.70	96,674.28	
	9			90,205.21	92,009.31	93,849.50	95,726.49	97,641.02	
	10			91,107.26	92,929.41	94,787.99	96,683.75	98,617.43	
12	1	77,633.54	79,574.38	85,506.80	87,216.94	88,961.27	90,740.50	92,555.31	
	2	78,647.05	80,613.23	86,361.87	88,089.10	89,850.89	91,647.90	93,480.86	
	3	81,785.56	83,830.20	87,225.49	88,970.00	90,749.40	92,564.38	94,415.67	
	4			88,097.74	89,859.70	91,656.89	93,490.03	95,359.83	

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**EXHIBIT C: SMEA A NON-NURSES GRADE SCALE**

		ATB		ATB		ATB		ATB	
		2.5%	10-Step Scale	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
	5		88,978.72	90,758.29	92,573.46	94,424.93	96,313.43		
	6		89,868.51	91,665.88	93,499.19	95,369.18	97,276.56		
	7		90,767.19	92,582.53	94,434.19	96,322.87	98,249.33		
	8		91,674.86	93,508.36	95,378.53	97,286.10	99,231.82		
	9		92,591.61	94,443.44	96,332.31	98,258.96	100,224.14		
	10		93,517.53	95,387.88	97,295.64	99,241.55	101,226.38		
13	1	82,700.67	84,768.18	94,322.03	96,208.47	98,132.64	100,095.30	102,097.20	
	2	86,754.25	88,923.11	95,265.25	97,170.56	99,113.97	101,096.25	103,118.17	
	3	90,217.15	92,472.58	96,217.91	98,142.26	100,105.11	102,107.21	104,149.35	
	4			97,180.08	99,123.69	101,106.16	103,128.28	105,190.85	
	5			98,151.89	100,114.92	102,117.22	104,159.57	106,242.76	
	6			99,133.40	101,116.07	103,138.39	105,201.16	107,305.18	
	7			100,124.74	102,127.23	104,169.78	106,253.17	108,378.24	
	8			101,125.99	103,148.51	105,211.48	107,315.70	109,462.02	
	9			102,137.25	104,179.99	106,263.59	108,388.86	110,556.64	
	10			103,158.62	105,221.79	107,326.23	109,472.75	111,662.21	


**EXHIBIT C: NON-NURSE GRADE SLOTTING SCHEDULE AND GRADE REVERSION SCHEDULE**

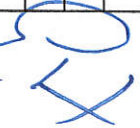

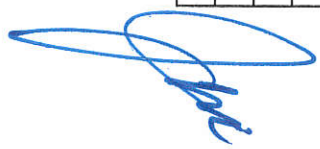
Position grade on July 1, 2017	Department	Title
6	HEALTH AND HUMAN SERVICES	PUBLIC HEALTH NURSE
6	INSPECTONAL SERVICES	CHIEF CODE ENF INSP
7	ELECTIONS	DEPUTY ELECTION COMMISSIONER
9	AUDITING	SYSTEMS ACCOUNTANT
9	HEALTH AND HUMAN SERVICES	PUBLIC HEALTH NURSE MGR
10	DPW BUILDING & GROUNDS LABOR	FOREMAN B&G II
10	DPW BUILDING & GROUNDS LABOR	FOREMAN B&G I
10	DPW SEWER	FOREMAN SEWER
10	DPW WATER LABOR	FOREMAN WATER
10	DPW ELECTRICAL	ELECTRICAL FOREMAN
10	DPW HIGHWAY	FOREMAN MOTOR EQUIPMENT REPAIRMAN
10	INSPECTONAL SERVICES	SEALER
11	DPW HIGHWAY	FOREMAN HIGHWAY
13	INSPECTONAL SERVICES	SR BUILDING INSPECT
13	WATER	PRIMARY WATER OPERATOR

**Position grade on July 1, 2017 for incumbents, positions revert as noted when incumbent vacates**

10	INFORMATION TECHNOLOGY	IT ADMIN PROG. TECH (Reverts to grade 4)
10	INFORMATION TECHNOLOGY	IT COMPUTER TECH/SYS ADMIN (Reverts to grade 5)
10	HEALTH AND HUMAN SERVICES	ADMINISTRATIVE ASSISTANT A (Reverts to grade 7)
12	TREASURY	ADMINISTRATIVE ASSISTANT A (See paragraph 8 of MOA)
13	INFORMATION TECHNOLOGY	IT SUPER/CIS (Reverts to grade 12)
5	ELECTIONS	ASSISTANT ELECTIONS COMMISSIONER (Reverts to grade 4)

**Position reclassification subject to job description updates and approval by SMEA Unit B**

3	POLICE DEPARTMENT	ADMINISTRATIVE ASSISTANT (A)
3	FIRE DEPARTMENT	ADMINISTRATIVE ASSISTANT (A)
3	PARKS & RECREATION DEPARTMENT	ADMINISTRATIVE ASSISTANT (A)
3	DPW ADMINISTRATION	ADMINISTRATIVE ASSISTANT (A)

**School Nurse Addendum – lettering refers to item 16 of the parties 2010-2016 MOA  
March 28, 2019**

Except as modified herein, all provisions, agreements and practices in effect regarding School Nurse employment remain in effect.

c) Hours of Work. The workday will commence fifteen (15) minutes before the start of the school day and end fifteen (15) minutes following when school is no longer in session. Based on operational need, the City may create a 10am – 5pm or 11am – 6pm schedule (a “late schedule”). Nurses assigned to and who actually work a 10am-5pm or 11am-6pm schedule will receive a 10% shift differential. Except as otherwise provided below in paragraph (f), the City will make schedule assignments on an annual basis.

All schedules include a paid, 30-minute lunch break for School Nurses, to be taken during the middle of their shift, in which they shall relieve themselves of duty at their discretion as the workday allows. This lunch break cannot be taken at during the first hour or last hour of a School Nurse’s workday.

d) Salary Chart. HOUSEKEEPING: DELETE 2<sup>nd</sup> sentence. ADD “vacation” to the list of items in parentheses. DELETE second paragraph. DELETE “Starting Rates” paragraph from section (d).

e) Each School Nurse shall provide one week (5 consecutive days in the same workweek) of summer school coverage each summer. No School Nurse will be compelled to work more than one week of summer school coverage. School Nurses shall bid annually on the specific week and location of their assignment no later than May 1 for the summer session. The City will assign School Nurses to a week and location in order of seniority bid. Personal days may not be used during summer session schedule. The City will compensate School Nurses, employed by the City as of the date of this Agreement (“incumbent School Nurses”), for this work at the School Nurse’s regular hourly, straight-time rate of pay. This means that incumbent School Nurses will receive their usual weekly salary in addition to pay for each hour they actually work for the first 5 days of summer work they perform.

School Nurses who join the unit after the date of this Agreement (“new School Nurses”) will perform the one week (5 days) of summer coverage as part of their regular weekly salary, without additional hourly pay.

If new School Nurses or incumbent School Nurses voluntarily bid on and work more than 1 week in the summer, they will receive pay at the School Nurse’s regular hourly, straight-time rate of pay for any additional week of work during the summer beyond the first.

f) The City will circulate among the School Nurses the available school location and schedule assignments for the following school year by May 1. School Nurses may submit 4 school location and schedule (usual school day, 10a-5p, or 11a-6p) preferences for the following school year by May 15 of each year. The City shall consider each School Nurse’s preference and seniority when it makes school and schedule assignments. All school location and schedule assignments shall be in the City’s sole discretion. Within a school or program to which the City has assigned more than one School Nurse, School Nurses can bid their schedule (school day, 10a-5p, 11a-6p) by seniority. In schools or programs to which the City has assigned only one School Nurse, the School Nurse will work the shift schedule set forth in the first sentence of paragraph (c) above.

*EA*  
*JK*  
*TB*  
*SG*  
*TU*  
*ED*  
*KT*  
*MT*  
*[Signature]*



The City will create 2 overtime lists for School Nurses, ranked in seniority order for School Nurse overtime opportunities: a Morning Overtime List and an Afternoon Overtime List. The Morning Overtime List will be available to School Nurses, including floaters as described below in paragraph h, regularly assigned to a late schedule, which receives a 10% differential. The Afternoon Overtime List will be available to School Nurses regularly assigned to a school day schedule. When morning overtime hours are necessary due to staff shortages during the morning hours, the City will offer the overtime to School Nurses on the Morning Overtime List. When afternoon overtime hours are necessary due to staff shortages covering programs after the school day and no floaters are available to cover those shortages, the City will offer the overtime to School Nurses on the Afternoon Overtime List. On either list, the City will exhaust the entire list before returning to the top of the list again – for example, if Nurse #1 and #2 on the list decline the overtime on a particular day but Nurse # 3 accepts it, the next time there is an overtime opportunity, the City will call Nurse #4 first and so on. School Nurses may be included on an Overtime List at their option. No School Nurse will be required to work overtime, unless the City determines that such compelled overtime is required due to the City’s conclusion that a public health emergency exists. Overtime for School Nurses is compensated pursuant to actual overtime hours worked, and there is no contractual time period minimum for School Nurse overtime. For example, provisions related to “call-back” pay and similar do not apply to School Nurses.

If, based on staffing levels and coverage, the City determines that current School Nurses need to be relocated or assigned to a different schedule mid-school year, the City will request that interested School Nurses indicate their preference and seniority for the available location(s) and/or schedule(s). The City shall consider any School Nurse’s preference and seniority when it makes mid-school year reassignments of location or schedule. Any mid-school year reassignments shall be in the City’s sole discretion. The City will give a School Nurse who will be relocated midyear at least 14 calendar days of notice of such relocation.

g) The City agrees that it will hire new School Nurses with a minimum credential of a Bachelor’s of Science in Nursing (BSN) degree. The City will maintain a legacy grade of ADN on its salary scale for the current school nurses for whom an ADN is their highest academic credential.

h) The City agrees to create 3 new “floater” School Nurse positions as described herein. During academic year 2019-2020, the City will post 1 FTE floater, who will be based at the East Somerville Community School. During academic year 2020-2021, the City will post 1 FTE floater, who will be based at the Argenziano School. During academic year 2021-2022, the City will post 1 FTE floater, who will be based at the Winter Hill Community Innovation School. These floaters will be assigned by default to the late schedule, described in paragraph c above, and these positions will receive a 10% differential for actually working the late schedule. The floater positions will cover after-school program School Nurse vacancies or other School Nurse vacancies at any school, as assigned in the Nurse Leader’s sole discretion. The Nurse Leader may make these coverage assignments for any increment of time, meaning monthly, weekly, daily, full or partial shifts. When there are no School Nurse staff vacancies, these positions will be based at the schools described above. The floater positions will be regular positions, assigned annually pursuant to paragraph f above. The City will not assign incumbent School Nurses, as defined in paragraph (e) above, to floater positions, provided that the City may assign an incumbent School Nurse to a floater position if that School Nurse has indicated a preference for a floater position. The City can assign new School Nurses to floater positions as described in paragraph (f).

HOUSEKEEPING: The provisions of Article VII do not apply to School Nurse promotions, School Nurse vacancies and transfers to School Nurse positions.

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JL



# Somerville Public Schools

Education • Inspiration • Excellence

8 Bonair Street • Somerville, Massachusetts 02145  
mskipper@k12.somerville.ma.us  
T 617-625-6600

Dear SMEA President Ed Halloran and Somerville School Nurses:

I am writing to formally acknowledge the discussion we had with you and members of the SMEA A bargaining committee on May 8th, 2019, at the nurses' request. During the meeting we had a fruitful discussion about the important role School Nurses play in supporting students throughout our district. We broadly discussed a variety of topics including clinical oversight in the schools, professional development and continuing education, and our commitment to support the transfer of the School Nurses to the School Department in the future.

If the City Council approves the Administrative Order regarding the reorganization of the School Nurses, the Somerville Public Schools (SPS) and the Somerville School Committee will recognize the SMEA as the exclusive bargaining representative of the School Nurses for as long as there is a collective bargaining agreement in effect and the membership duly authorizes the Union as such. While the City and SPS agree to this recognition, if necessary, the School Committee agrees to jointly appear at the Department of Labor Relations with the City and the Union for the purpose of jointly recognizing and supporting the recognition of a new School Nurse Unit under the School Committee's purview. The School Committee agrees to be bound by the terms of any collective bargaining agreement between the Union and the City for the period of the agreement in effect at the time of the reorganization. Additionally, the School Committee commits to take an active role in engaging the School Nurses and bargaining with the SMEA over impact issues surrounding the transfer of the School Nurse should the SMEA request such discussions.

We appreciate the work School Nurses do every day for SPS students and look forward to continuing our partnership.

Sincerely,

Mary E. Skipper  
Superintendent, Somerville Public Schools

cc: Carrie Normand, School Committee Chair, Somerville Public Schools

EA  
JR  
TB  
SK  
TV  
ELH  
KT  
MT



## Skye Stewart

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**From:** Ackman, Emily <eackman@k12.somerville.ma.us>  
**Sent:** Wednesday, June 19, 2019 1:37 PM  
**To:** Joseph Curtatone; Skye Stewart  
**Cc:** Mary Skipper; Curley, Jeff; Carrie Normand  
**Subject:** Letter in support of negotiation with nurses union

Dear Mayor Curtatone,

As Vice Chair, I am writing on behalf of the School Committee to recognize the letter that Superintendent Skipper sent the SMEA yesterday. Chair Normand could not sign the letter because she is currently traveling, so I am writing with assurances that School Committee is aware and supportive of the Superintendent's message.

Please let me know if you need anything else from me.

Sincerely,  
Emily Ackman

Dr. Emily R. Ackman  
School Committee Vice Chair, 2019  
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