

**City of Somerville and the
Firemen and Oilers, Local 3, Service Employees International
Union SCHOOL CUSTODIANS**

**Memorandum of Agreement
for a Successor Collective Bargaining Agreement**

On or about September 22, 2023, the Service Employee International Union (SEIU), Local 3, School Custodians ("Union") and the City of Somerville ("City"), hereinafter collectively referred to as the Parties, reached a tentative agreement for a successor collective bargaining agreement for the period July 1, 2022 to June 30, 2025, subject to ratification by the Union and funding of the economic items by the Somerville City Council. Except as modified in this Memorandum, the Parties agree that the terms and conditions of the previous contract shall be extended without modification and be carried forward into the new contract.

1. **Cover and Article XXV, Duration:** 3 years (July 1, 2022 through June 3, 2025)
2. **Article III: UNION DUES and AGENCY SERVICE FEE**
 - Change shall to “choose to”
 - Remove agency service fee
3. **Article X: PAID VACATIONS**
 - Section 2(a) - Housekeeping/spelling
 - Section 5 – Housekeeping, add “o”
 - Section 5 – add “by Seniority”
4. **Article XI, HOLIDAYS**

In exchange for all of the City’s holiday proposals, including the exchange of the employee’s birthday for Juneteenth, the City will provide a one-time bonus of \$2,000 to current members employed at the time of ratification and funding.

- Replace “Employee’s birthday” with “Juneteenth”.
- Change “Columbus Day” to Indigenous Peoples’ Day”
- Add new Section 3: “Holidays falling on Saturday are to be paid days in addition to regular weekly pay. In the event a legal holiday falls on a Sunday, the holiday will be observed on the following Monday.”

5. **Article XII: SICK LEAVE**

- Section 3 – add sentence to section 3 regarding advisory letters:

Section 3. The City shall notify employees annually of their sick leave accrual. Advisory letters may be provided throughout the year updating employees regarding sick leave balances and advising them of sick leave usage or concerns.

- Section 5(c) – Sick leave buyback at retirement. Replace existing paragraph c (which provided for \$13.50 a day, max of \$2,700) with the following new language:
 - c. Upon retirement from employment or upon death of an employee eligible for retirement, an employee covered by this Agreement shall receive reimbursement for each day of unused accumulated sick leave at 25% of the dollar value of daily base pay for up to a maximum of two hundred (200) days, provided that the total amount paid to an employee under this provision shall not exceed **\$6,000**. Retirement shall mean retirement in any form pursuant to state or local retirement legislation.
- Add New Sections 6 and 7, and renumber existing Section 6 to be New Section 8; cleanup language:

[NEW] Section 6. If an employee is out sick for more than three (3) consecutive days, the employee may be required to produce certification from a doctor attesting to the need of the employee to have remained away from work for those days before the employee shall receive sick pay. The City reserves the right to require appropriate documentation when it believes there may be abuse of sick leave on the part of an employee, including, for example and without limitation, a doctor's note for day(s) absent preceding or following a school vacation week, holiday or three-day weekend.

Where the City has a reasonable basis to question the legitimacy of an employee's use of sick leave, it may require such employee to be examined by the City Physician or other designated medical practitioner.

[NEW] Section 7. Employees are not permitted to call in sick in advance for multiple sick days. The only exception will be a doctor's certificate or other medical evidence of illness attesting to the need of an employee to be on sick leave for more than one (1) day. [(Note: this requires call in each day of absence)]

[RENUMBERED] Section 8. There shall be a Sick Leave Bank administered by a Committee of two (2) employees to be appointed by the President of the unit, and two (2) employees of the City to be appointed by the Mayor or Mayor's designee.

6. **Article XIII: DEATH IN THE FAMILY**

- Add mother-in-law and father-in-law to Section 1 as immediate family members.

7. **Article XIV: COMPENSATION**

Section 1. The City proposes a three-year contract, FY23 – FY25, with across-the-board COLA increases to Appendix A as follows:

- **July 1, 2022** – June 30, 2023: **3%** (retro to July 1, 2022, for those still employed or who separated from City in good standing)
- **July 1, 2023** – June 30, 2024: **3%** (retro to July 1, 2023, for those still employed or who separated from City in good standing)
- **July 1, 2024** – June 30, 2025: **3%**

In addition, effective July 1, 2023, the City proposes to eliminate the Senior Custodian 1, and just have Junior Building Custodians and Senior Building Custodians. Senior Building Custodians continue to be custodians in a supervisory position, but we are eliminating the requirements to supervise 3 or more people. (SC1 will move to SC2 pay scale effective 7/1/23)

Limited Reopener: Within 45 days of the conclusion of the City’s Wage and Compensation study, the City agrees to meet with School Custodians Union to disclose the results of the study and reopen the contract for the limited purpose of negotiating a market adjustment related to the results of the study.

- Section 1.2 – Inclement Weather Stipend
Effective July 1, 2022, increase the Inclement Weather stipend from \$1,250 to **\$2,500**.
- Section 1.3 – Detail Rate
Effective one month after ratification and funding of new agreement, increase non-City detail rate/stipend from \$25/hour to **\$40/hour**.
- Section 1.5 – Longevity Pay
The City will increase the Longevity rates, by \$300.00 each, as follows, effective July 1, 2023:
 - Twenty (20) years seniority - \$1,550
 - Twenty-five (25) years seniority - \$1,700
 - Thirty (30) years seniority - \$1,900
 - Thirty-five (35) years seniority - \$2,050
 - Forty (40) years seniority - \$2,250

Longevity stipends for years of service not mentioned above will remain the same as

what is reflected in the current contract.

- NEW Section 1.11 – Paperless Direct Deposit
Effective one month (30 days) after ratification and funding of a new agreement, all employees must have all compensation/pay direct deposited to the financial institution of their choosing. Pay stubs will be emailed to employees at their City email address unless an employee requests it to be emailed to their personal email instead, rather than through paper copy.

8. **Article XV: SAFETY HEALTH AND SECURITY**

Revise Section 5 by replacing “beeper” with “cell phone or walkie talkie”

9. **Article XVI – LEAVES OF ABSENCE [New Language from City]**

- Sections 3 and 4 –
Add a parental leave benefit with reference to City-wide policy currently in development. Policy to provide for 8-week grant of paid leave for FMLA qualifying purposes per rolling 12-month period. Additional time beyond 8 weeks would be unpaid per FMLA unless employee uses their accrued time. The City retains right to prescribe regulations to govern forms and procedures.

10. **Article XVIII: WORKDAY, WORKWEEK, WORK SCHEDULE, OVERTIME**

Revise Section 10 -Working Out Of Grade as follows:

Employees who are assigned by the City to work in higher classifications (i.e., Senior Custodian, Assistant Supervisor of Custodians or Working Foreman) for three (3) or more consecutive days shall receive the rate of pay of the higher classification for all days so worked retro to the start of the out of grade period and thereafter, provided that the employees actually perform the duties of the higher classification (i.e., supervise other employees). To receive such pay, an employee must file an authorized request for payment form, to be provided by his/her supervisor, within seven (7) calendar days after having worked three (3) consecutive days in the higher classification. The Supervisor of Custodians and Maintenance shall maintain daily rosters or other records which shall indicate the placement of employees in said higher classifications. Such rosters or records shall be available to employees on a daily basis for purposes of inspection and verification of their status.

11. Article XXII: GRIEVANCE AND ARBITRATION PROCEDURE

Revise Section 2. – Time Extensions to include a definition of working days:

“Unless otherwise specified in this Agreement, “working days” shall mean Monday through Friday, excluding Holidays.”

Revise Section 3. – Procedure as follows:

(a) STEP I: Any employee who has a grievance shall, with a Union representative, discuss the grievance with the Supervisor of Custodians within ten (10) working days of the occurrence giving rise to the grievance.

...

(e) A grievance shall be submitted within ~~thirty (30)~~ ten (10) working days of when the employee knew or should have reasonably known of the occurrence of the matter grieved.

(f) The Union may submit a grievance at Step ~~III~~ II of this procedure without the requirement of processing the grievance at Steps I ~~or II~~, provided, however, that the grievance is of a general nature.

12. Article XXVIII – ALCOHOL AND DRUG TESTING

Section 5. Revise to reflect that the employee needs to seek treatment in order to return to work. Insert new language as follows:

Section 5. An employee who tests positive for the use or misuse of alcohol and/or controlled substances shall be placed on sick leave, if available, followed by vacation time, if available, or an unpaid leave of absence (if employee refuses to be tested as per Section 4, above, then that employee will be placed on an unpaid leave of absence only) ~~and referred to a substance abuse professional.~~ An employee who tests positive for the use or misuse of alcohol and/or controlled substances may be subject to disciplinary action, however, any employee testing positive for the first time will be referred to a substance abuse professional and allowed to enter a treatment or rehabilitation program and be subject to a period of unannounced testing as described in Section 10. A second ~~violation~~ positive test shall result in a suspension without pay for a period of no less that five (5) and no more than sixty (60) working days, at the discretion of the City. The employee will be allowed to again enter a treatment or rehabilitation program and shall be subject to unannounced testing for up to sixty (60) months. A third violation shall result in the employee’s discharge.

The employee must successfully complete the rehabilitation or treatment program, and provide evidence documenting successful completion of such

program, before returning to work. An employee's failure to successfully complete the rehabilitation program or treatment, where such failure is attributable to the employee's fault regarding attendance at, cooperation with or participation in the rehabilitation program may result in discipline, up to and including termination.

13. NEW ARTICLE: CITY EMAIL

City will provide all members with City emails. Employees will be expected to check their email as outlined below:

"All employees must check and read email received in their City email account during each work shift as follows:

- School custodian supervisors must check and read their City email within 1 hour of the start of their shift, or as soon as possible after the start of each shift
- School custodians (non-supervisor) must check and read their City email within 4 hours of the start of their shift, or as soon as possible after the start of each shift."

HOUSEKEEPING

- General language updates:
 - Change all references to personnel department to human resources in the contract.
 - Change all reference to Board of Aldermen to City Council

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

SEIU, Local 3, SCHOOL CUSTODIANS

Lisa Areson Business Agent

Date: September _____, 2023

Date: September 27, 2023