

**City of Somerville and the  
Chapter 3, National Conference of Firemen & Oilers, 32BJ, Service Employees International  
Union  
(SCHOOL CUSTODIANS)  
Memorandum of Agreement  
for a Successor Collective Bargaining Agreement**

On or about June 3, 2026, Chapter 3 of the National Conference of Firemen & Oilers, 32BJ, Service Employees International Union, School Custodians (the “Union”) and the City of Somerville (the “City”), hereinafter collectively referred to as the Parties, reached a tentative agreement for a successor collective bargaining agreement for the period July 1, 2025 to June 30, 2028, subject to ratification by the Union and funding of the economic items by the Somerville City Council.

Both parties agree to recommend, support and move toward ratification in as expeditious a manner as possible. All language changes to be effective after ratification and funding by the City Council, unless otherwise specified or agreed. 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.

Following ratification and funding, the parties will integrate the below terms into a single collective bargaining agreement to be signed by the parties. Exact language for inclusion in the integrated agreement shall be set off in quotes or in text boxes, with stricken language in ~~red strikethrough~~ and new language in red, underline font; other language in the agreement represents agreements by the parties which may or may not be included in the agreement as written.

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**1. Cover and Article XXV, Duration:**

3 years (July 1, 2025 through June 30, 2028)

**2. Article II, Non-Discrimination.**

**Revise as follows:**

“The City of Somerville and Union agree not to discharge, discipline or discriminate in any way against employees covered by this Agreement because of their race, religion, sex, ~~gender-identity~~, marital status, age, ethnic background, sexual orientation, veteran's status, political affiliation or activity, or membership or activity on behalf of the Union.”

**3. Article VII, Promotions.**

**Revise Section 1(c) as follows:**

(c) For purposes of this article, "qualified" shall mean possessing the requisite training and/or experience and ability except with respect to those promotional positions or vacancies where little or no training or experience is required for the performance thereof. In assessing qualifications, the City may take into consideration an employee's written disciplinary record for five (5) years prior to the promotion or transfer opportunity, provided that the employee's record contains verification that the employee has seen the relevant documentation at the time discipline was imposed. The City shall not unreasonably rely on minor infractions (e.g. isolated incidences of tardiness) in assessing an employee's qualifications, and shall provide a written explanation when an employee is not promoted or transferred due to their disciplinary history.

**4. ARTICLE IX (Mileage Reimbursement)**

**Revise Section 1 as follows:**

“Each maintenance employee covered by this Agreement who is required by the City to use his/her personal car as part of his/her duties shall receive ~~\$2.00 per day that said employee reports for work~~ mileage reimbursement, as set by the IRS, for all business miles driven. To be eligible for mileage reimbursement, employees must submit documentation demonstrating miles driven as part of his/her duties in a manner consistent with City Auditing department's policies and procedures.”

**5. Article X: Paid Vacations**

(a) Strike Section 1, renumber remaining sections accordingly, revise reference to “Section 5” in current Section 4 to “Section 4”.

**(b) Revise Section 2 as follows:**

“Through the end of calendar year 2026, the paid vacation benefit for employees hired after July 1, 1979 shall be as follows:

- (a) One (1) year of seniority, but less than three (3) years of seniority – ten (10) working days. Employees who have successfully completed their probationary period but have less than one (1) year of seniority may take up to five (5) working days’ vacation during the second half of their first year of service, to be scheduled in accordance with Sections 3 and 4 of this Article.
- (b) Three (3) years of seniority, but less than ten (10) years of seniority - fifteen (15) working days.

- (c) Ten (10) years of seniority, but less than twenty (20) years of seniority - twenty (20) working days.
- (d) Twenty (20) years of seniority but less than thirty (30) years of seniority - twenty-five (25) working days.
- (e) Thirty (30) years or more of seniority- thirty (30) working days.

Effective January 1, 2027 and thereafter, employees will accrue vacation on a monthly basis based upon years of service and according to the schedule set forth below. Employees that receive additional vacation time upon reaching a certain number of years of service, based upon the schedule set forth herein, 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). Employees shall continue to accrue vacation time during periods of approved sick or FMLA leave.

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| (a) Six (6) months to one (1) year seniority:          | 1 week after 6 months<br>(.83 days per month thereafter) |
| (b) One (1) to three (3) years seniority:              | 3 weeks (1.25 days per month)                            |
| (c) Three (3) to nine (9) years seniority:             | 4 weeks (1.67 days per month)                            |
| (d) Ten (10) to seventeen (17) years seniority:        | 5 weeks (2.08 days per month)                            |
| (e) Eighteen (18) to twenty-four (24) years seniority: | 6 weeks (2.5 days per month)                             |
| (f) Over twenty-five (25) years seniority:             | 7 weeks (2.92 days per month)"                           |

(c) **Revise Section 6 as follows:**

“Effective July 1, 2026, employees may accumulate and carry over **no more than three (3) weeks of** vacation from one year to the next, provided that an employee may take no more than ~~six (6)~~ **seven (7)** weeks (i.e., ~~thirty-five (30)35~~ working days) of vacation in any given vacation year. Nothing in this section shall affect the application of Section ~~3~~ **4** of this article.”

(d) Upon ratification and funding of this agreement, employees with balances of three (3) or more weeks as of ratification and funding will be paid out for all hours in excess of three (3) weeks, including time carried over from calendar year 2025 to calendar year 2026, at the employee’s rate of pay as of June 30, 2025. At the end of calendar year 2026 and thereafter, and notwithstanding any employee’s choice to retain up to three (3) weeks of vacation time, all employees will be subject to the three (3) week carryover cap contained in the amended Article X, Section 6.

(e) In exchange for the union’s acceptance of the City’s vacation article package proposal, on a one-time basis, the City will (1) within 45 days of the City Council’s funding of this agreement, issue payment of \$2,000 to all members employed as of the City Council’s

funding of this agreement and (2) on January 1, 2027, provide two weeks of additional vacation time to all members.”

To enable employees to utilize all vacation time accrued in calendar year 2027 under this Agreement, employees that accrue six (6) or seven (7) annually pursuant to the new vacation schedule may, on a one-time basis in 2027, use eight (8) or nine (9) weeks of vacation, respectively. If an employee is denied the use of 5 days or more of vacation time in calendar year 2027 outside of the two-week blackout period provided for in Article X, Section 4, the employee may, on a one-time basis, be permitted to carryover up to one (1) additional week (four (4) weeks in total) from calendar year 2027 to 2028.

## **6. ARTICLE XII (Sick Leave)**

### **(a) Revise Section 4, paragraph (a) as follows:**

“Any employee who has perfect attendance in any contract year shall receive a \$1,000 bonus for each such year; any employee who is absent only one (1) day shall receive a ~~\$650~~ **\$800** bonus; any employee who is absent only two (2) days shall receive a ~~\$300~~ **\$400** bonus; any employee who is absent only three (3) sick days shall receive a \$200 bonus.”

### **(b) Revise Section 4, paragraph (c) as follows:**

“Upon retirement from employment or upon the 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~~ **\$8,000**. Retirement shall mean retirement of any form pursuant to state or local retirement legislation.”

## **7. Article XIV (Compensation)**

### **(a) Strike the existing Appendix A (CBA Salary Scale) and replace with Appendix A attached to this Agreement.**

### **(b) Revise Section 1 as follows:**

“As an integral part of this collective bargaining agreement and the total compensation package for bargaining unit employees, bargaining unit members will receive the compensation rates as captured in the attached Appendix A, a ~~10-step~~ **12-step** salary scale **effective July 1, 2025 and** to which across the board increases (COLAs) **have been in subsequent fiscal years will be** applied for each year of this contract.

- (1) Employees shall advance to the next highest step in Appendix A on July 1, 2017, and will advance a step each year thereafter on July 1, regardless of hire date. The parties agree that the Senior Building Custodian, Step 4 will advance to Step 6 on July 1, 2017, and to the next highest step each year thereafter.

Across the board COLA increases to Appendix A apply as follows:

July 1, 20252-June 30, 20263: 83.0% (retro to July 1, 20252, for those still employed or who separated from the City in good standing)

July 1, 20263-June 30, 20274: 83.0% (retro to July 1, 2023, for those still employed or who separated from the City in good standing)

July 1, 20274-June 30, 20285: 83.0%

Effective July 1, 2025: Market Adjustment\*

Effective July 1, 2026: 2% ATB COLAs

Effective July 1, 2027: 2% ATB COLAs

Effective July 1, 2023, the Senior Custodian 1 classification shall be eliminated and those in SC1 classifications shall be moved to SC2. Senior Custodians are those that work in a supervisory capacity but shall no longer be required to supervise 3 or more people.

\*Effective July 1, 2025, all members shall receive a market adjustment to their base wage based upon the conversion to the new wage scale (Exhibit A) attached hereto and which shall replaced Appendix A to the parties' collective bargaining agreement."

Current employees shall be placed on the step of the new scale in FY26 that ensures a minimum 2% increase in FY26. Employees hired after July 1, 2025 shall be placed on Step 1 of the new scale. After application of the 2% rule described in this paragraph, current employees on Step 10 of the former salary scale as of July 1, 2025 shall receive one additional step. Employees will continue to advance one step on July 1 of each year regardless of hire date, including July 1, 2026. The step placement on the FY26 salary scale (**Appendix A**) for all current employees is contained in **Appendix B** of this Agreement.

**(c) Revise Section 1(3) as follows:**

"Detail Rate: Effective one month after ratification and funding of this agreement, the Detail Rate in this section shall be increased from \$25.00 per hour to \$40.00 per hour.

In event a detail goes unfilled, the night custodian(s) will open and close the permitted facilities and clean and/or remove all trash, perishable goods, and/or hazardous conditions remaining before closing the facility for the evening."

**(d) Revise Section 5 as follows:**

“Effective July 1, ~~2023~~ 2026, the longevity schedule for employees covered by this Agreement shall be as follows:

a. <del>There (3) years seniority</del>	<del>\$300</del>
b. Five (5) years seniority	\$500
c. Ten (10) years seniority	<del>\$600</del> \$750
d. Fifteen (15) years seniority	<del>\$850</del> \$1,100
e. Twenty (20) years seniority	<del>\$1550</del> \$1,850
f. Twenty-five (25) years seniority	<del>\$1700</del> \$2,700
g. Thirty (30) years seniority	<del>\$1900</del> \$3,200
h. Thirty-five (35) years seniority	<del>\$2050</del> \$3,500
i. Forty (40) years seniority	<del>\$2250</del> \$4,000

Said payments shall be made ~~twice each year, one-half on or about June 1 and one-half once a year~~ on or about December 1st but no later than the 1st pay period in December of each year. ~~Members shall be entitled to the payment equal to the seniority that they have achieved as of December 1 each year. If a member retires within the first six (6) months in a given calendar year (i.e., on or before June 30th), they will be entitled to receive one half of the longevity stipend at the time the City writes any cash out check(s) to that retiring member. If a member retires within the last six (6) months in a given calendar year (i.e., on or between July 1st and December 31st) they will be entitled to receive the full longevity stipend.”~~

**(e)** Strike Section 6 in its entirety, provided no employees currently on Step 10 shall experience a reduction in steps as a result of this provision being stricken. No employee not presently on step 10 will move to step 10 based solely on their reaching their 65th birthday.

**(f) Revise Section 8 as follows:**

~~Effective July 1, 2025, if an employee is promoted from one classification to another, either permanently or temporarily, s/he shall receive no less than twenty-five (25) fifty (50) cents per hour more than his/her present permanent classification rate, and this shall be his/her new minimum rate or the minimum rate of the new job, whichever is greater.~~

- (g) Revise the paragraph following Section 11, labeled "Retroactive Payments" as follows:

"Retroactive Payments: Employees who were on the City's payroll and in the bargaining unit on the effective date(s) of the above wage increases will receive the appropriate retroactive payments within forty-five (45) days of the City Council's appropriation of the money to fund the contract.

~~Any employee who received an early retirement incentive ("buyout") from the City will remain retired and will not be eligible for any future payments, other than those associated with retirement, from the City of Somerville."~~

8. Article XVIII (Workday...)

- (a) Revise Section 1 as follows:

"The City will schedule custodians according to School Department organizational needs, Monday through Friday, on the following shifts:

7:00 a.m.	--	3:30 p.m.
9:00 a.m.	--	5:30 p.m.
9:30 a.m.	--	6:00 p.m.
<u>10:30 a.m.</u>	--	<u>7:00 p.m.*</u>
<u>11:00 a.m.</u>	--	<u>7:30 p.m.*</u>
3:15 p.m.	--	11:15 p.m.
11:00 p.m.	--	7:00 a.m.

\*Junior custodians only"

The parties agree that implementation of the new 10:30 a.m. to 7:00 p.m. and 11:00 a.m. to 7:30 p.m. schedules will be on a voluntary basis for current members. Upon ratification and funding of this agreement, the City may post these positions on a permanent basis and current members may bid on these shifts, or the City may fill these shifts through current and future vacancies.

**(b) Revise Section 2 as follows:**

“Effective upon ratification and funding of this Agreement, the City may, in its discretion, post and fill all junior custodial positions as “floater” positions but for one permanent junior custodian position per school in which members are generally assigned. Current permanent Junior Custodians shall maintain their current assignments, however, if a junior custodian bids into a new shift or position, the position into which they bid may, in the City’s discretion, be a floater position. Any change in building assignments are limited to the shift an employee currently works on. Junior custodians shall not be transferred from one shift to another involuntarily. The senior custodial and permanent junior custodial positions shall remain bid positions and cannot be floaters or have their buildings changed.

If there ~~is a senior or permanent junior custodian vacancy~~ are vacancies in a building, the City shall post the positions for bid in accordance with Article VII. Provisional employees are excluded from bidding on vacancies under Article VII and will be assigned by the Facilities Director, with the approval of the City. If a provisional employee is assigned full-time to one building, such assignment is subject to the approval of the building Principal, in accordance with the Education Reform Act of 1993.

~~The City reserves the right to change an employee's building assignment on a shift-by-shift basis in temporary, short-term circumstances for the purpose of managing immediate vacancies, covering unit member vacations or other employee absences.~~ The City reserves the right to determine staffing needs and assignments and to maintain the number of “permanent” and “floater” assignments it deems appropriate, and to change an employee's building assignment on a shift-by- shift basis for the purpose of managing immediate vacancies, covering unit member vacations or other employee absences, and as otherwise deemed appropriate by the Commissioner of Public Works and/or the building Principal. Effective on July 1, 2018, the City agrees that in any instance in which a unit member is temporarily reassigned, such temporary reassignment cannot be required by the City for more than five (5) eight-hour shifts per fiscal year. The City will first assign floaters, and then seek volunteers before making any temporary or permanent transfers under this section. To the extent the City is unable to fill open shifts through this paragraph, the City shall select temporary transfers by inverse seniority. **Temporary transfers may only be made for a full, eight-hour shift, and not a split shift.**

~~The City may, after exhausting its floater list, also seek volunteers for reassignments in excess of five (5) shifts per year; unit members may, but are not required to, accept these assignments and will not be subject to retaliation for refusing a voluntary reassignment.~~

~~The City will only make temporary reassignments during shifts when the employee is present at work during that shift. The City will not make temporary reassignments during shifts when employees are on approved leave time, paid or unpaid.~~

The City will maintain a running list of mandatory and voluntary **temporary** assignments, which shall be made available to the Union for inspection upon request.”

**(c) Revise Section 3(b) as follows:**

“For all work performed on Sunday, the rate of pay will be ~~one and one-half~~ double (1½ 2) times the employee's hourly rate of pay.”

**(d) Revise Section 3(c) as follows:**

“For all work performed on paid holidays mentioned in Article XI, Section 1, with the exception of Christmas Day and Thanksgiving Day, the rate of pay will be a regular day's pay plus time and one-half (1 ½) the employees' hourly rate of pay. Christmas Day and Thanksgiving Day shall be paid at a regular day's pay plus double (2) time for all hours worked or the minimum of 4 hours of work, whichever is greater.

**(e) Revise Section 10 as follows:**

“Effective July 1, 2025, 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, at the step that ensures the employee receive no less than fifty (50) cents per hour more than his/her present permanent classification rate, 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).  
...”

**9. Housekeeping (TA)**

- Article XXII, Section 1: Correct reference to General Laws c. 150E (currently “1S0E”).

For the City

For the Union

  
\_\_\_\_\_  
Jake Wilson, Mayor

  
\_\_\_\_\_  
Lisa Ireson, Business Agent

Date: 6/3/26

Date: June 03, 2026