

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**City of Somerville**

**And**

**Service Employees International Union  
(SEIU) Local 888**

**Crossing Guard Unit**

**July 1, 2017 through June 30, 2020**

## **Article I – Recognition**

The Employer recognizes the Union, SEIU Local 888, as the exclusive representative for the purpose of collective bargaining with respect to wages, hours, and working conditions of the employees of the Somerville Crossing Guards as certified in DLR case number WMAM-10-1049 City of Somerville and Local 888, SEIU.

The employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with any such group or individual for the purpose of undermining the Union or changing any condition contained in this agreement.

## **Article II – Dues Check-Off**

The Employer agrees to deduct per pay period Union membership dues from the wages earned by any employee covered by this Agreement and to remit such dues within 7 days to the Union, provided such employee previously has delivered a written authorization and direction to make such deduction.

As a condition of continued employment, every employee covered by the contract who is not a member in good standing with the Union, shall have deducted from their wages per pay period an amount equal to the regular membership fee all in accordance with the provisions of Chapter 150E, Section 12 of the Massachusetts General Laws Annotated.

The Union agrees to indemnify the City for any deduction made pursuant to this Article.

The Employer shall furnish the Union with a certified electronic list of all employees who are covered by this Agreement as of the date of this Agreement, and shall thereafter furnish the Union an electronic list with all submission of dues deduction. The Employer agrees to provide the Union with an electronic list of employees covered by this Agreement. The electronic file must include the following information Name, SSN, Address, Department, Date of Hire, Termination Date, Employment Status, Salary and Dues Amount.

In accordance with Chapter 180, Section 17A of the General Laws of the Commonwealth of Massachusetts, the Employer shall deduct from earned wages periodic Union membership dues from those employees who individually authorize such deductions. Employees who do not authorize such deduction shall be subject to a service fee. The employer will remit all sums deducted to the Treasurer of the Union together with a list of the employees from whom such dues have been deducted on a monthly basis.

The parties agree that the City will not withhold dues payments from unit members compensation for attendance at the annual meeting in August.

### **Article III - Committee on Political Action**

The Employer shall deduct and transmit to the SEIU 888 COPE Fund contributions from the wages of those employees who voluntarily authorize such contributions on the COPE check-off authorization card provided by the Union. The deductions shall occur in whatever amount authorized by the employee, and with the frequency specified on the COPE check-off authorization card. The administration of this provision shall be in accordance with M.G.L. Chapter 55.

### **Article IV – Discrimination and Coercion**

Neither the Employer nor the Union, nor their respective duly authorized agents, shall discriminate against employees in the exercise of the right to self-organization; to form, join or assist any employee organization; to bargain collectively through representatives of their own choosing on actions of wages, hours, and working conditions and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, free from actual interference, restraint or coercion, all in accordance with the provisions of said Chapter 150 E. Except as otherwise expressly provided herein, the freedom of such employees to assist the Union shall be recognized as extending to participation in the management of the Union, provided that such participation is other than during working hours, and does not interfere with the employee's work.

The Union shall be responsible for representing the interest of all employees in classifications covered by this Agreement without discrimination and without regard to membership in the Union.

The Union agrees that neither it nor any of its officers or representatives will call, engage in, induce, encourage, instigate, authorize, sanction, or ratify any strike, work stoppage, slowdown, or withholding of services by any employees of the City of Somerville, nor shall any employee or employees in any employment covered under this Agreement engage in, induce or encourage any such strike, work stoppage, slowdown, or withholding of services.

The parties agree that violations of this Article IV and of G.L. c. 150E cannot be the subject of a grievance under Article X.

### **Article V – Indemnification**

The City of Somerville shall indemnify employees pursuant to Massachusetts General Laws Chapter 258.

### **Article VI - Probationary Employees**

Each new Employee shall serve a one hundred and eighty-five (185) working days probationary period. Notwithstanding any provisions in this Agreement, the City may discipline or discharge an Employee prior to completion of the Employee's probationary period without recourse to the grievance and arbitration procedures contained in this agreement.

### **Article VII – Rights of Management**

**Section 1** The Employer retains all rights, privileges and responsibilities customarily and / or inherently performed by an Employer and not specifically abrogated or amended by a specific term of this Agreement. The exercise of the Employer's rights is without any duty to first negotiate with the Union, unless otherwise specified in this Article, and includes, by way of illustration and not limitation, the following:

- a) The right to hire, assign, reassign, direct, train, discipline, discharge, transfer, promote, demote, award, evaluate, layoff, recall, determine qualifications, set standards of productivity, maintain efficiency of operations and supervise the actions of all bargaining unit members, each as the Employer shall deem to be necessary; and
- b) To determine the standards of care and determine the nature and type of duties, tasks, functions, programs and / or services to be performed by bargaining unit employees, the schedules by which such functions will be performed; and
- c) To hire or use temporary and / or casual employees to fill in for absences, approved leaves of absence, increases in workload, unanticipated needs; and
- d) To determine which equipment and / or supplies, methods, and procedures will be utilized; and
- e) To determine the number of its employees regardless of job classification including the number assigned to any particular shift, task, duty, functions, program, etc., as well as to increase or decrease that number; and
- f) To determine the location and type of operation, and to introduce new and / or improved methods of operations, including the right to discontinue or transfer any department, brands, service, program, etc.; and

- g) To determine the number of hours to be worked, to what extent overtime will be worked, and to establish increase and / or decrease the number of work shifts and their starting and / or ending times; and
- h) To determine the number and types of job classifications, job content and to add to, subtract from, or change such classifications and the content of them as from time to time may be deemed necessary; and
- i) With notice, to promulgate, post and enforce work rules, procedures, standards, and / or regulations governing the conduct of performance of assigned functions of employees; and
- j) To select managerial and / or supervisory employees and to assign them to the supervision of other employees and to perform whatever tasks the Employer deems necessary without regard to which employees customarily perform those tasks; and
- k) To require the preparation, distribution and maintenance of documentation and records pertinent to the business of the Employer, as well as to alter such requirements as the needs of the business may dictate; and
- l) To determine the physical requirements of employment and continued employment (when there is cause, subject to evaluation of an independent, qualified health care professional); including the right to require employees to submit to physical examinations, alcohol and / or pre-employment drug testing, and any other type of examination that the Employer deems relevant to determining the employee's ability to perform or performance of his / her job, providing post-employment drug or alcohol testing will occur only with probable cause. A refusal to submit to drug or alcohol testing may result in termination at the City's discretion; and
- m) To determine wage levels for any newly established job or classification subject to notice and an opportunity to collectively bargain with the Union; and
- n) With prior notice and negotiation, the right to discontinue or transfer any department, branch, service or program; and
- o) There shall be no smoking or use of tobacco products while on duty; and
- p) The City retains the right to promulgate a reasonable dress code for employees; and
- q) There shall be no private cell phone communication or use during duty hours except in the case of an emergency.

**Section 2** The listing of specific rights in this Article is not intended to be nor shall it be restrictive of or a waiver of any of the rights not specifically listed herein, whether or not such rights have been exercised by the Employer in the past. The decision to exercise or not exercise any of the rights, powers,

authority, privileges, prerogatives, etc., as provided herein shall be solely that of the Employer.

### **Article VIII – Civic Duty / Jury Duty**

Employees shall be compensated for jury duty pursuant to G.L. c. 234A, section 48 which provides for regular wages for up to the first three (3) days of juror service on behalf of the Commonwealth.

### **Article IX - Standards of Discipline and Discharge**

The City shall not issue any written reprimand, demotion, suspension or termination to any post-probationary period Employee except for proper cause.

### **Article X – Grievance and Arbitration**

**Section 1.** A grievance is any dispute concerning the express written provisions of this Agreement. Any incident that occurred or failed to occur prior to the effective date of this Agreement shall not be the subject of any grievance hereunder.

Grievances shall be processed as follows:

Step 1. The Employee or the Union shall present the grievance in writing to their direct supervisor within ten (10) calendar days after the event giving rise to the grievance.

The Supervisor or designee will investigate the complaint to determine its validity and shall respond in writing within ten calendar days. A failure to respond in writing within ten calendar days shall be deemed an unsatisfactory answer.

Step 2. If the Supervisor does not satisfactorily resolve the grievance, it should be submitted along with the response and any pertinent documents to the Mayor or his designee within ten (10) calendar days.

The Mayor and his designee shall reply in writing to the grievance within ten (10) calendar days. A failure to respond in writing shall be deemed to be an unsatisfactory answer.

Step 3. If the grievance is still unsettled, either party may, after receipt of the Mayor's reply, request arbitration. Said arbitration request shall be filed with the Massachusetts Board of Conciliation and Arbitration within thirty (30) calendar days from receipt of the Mayor's reply, or lack thereof.

**Section 2.** The time limits herein provided shall be strictly adhered to, provided that the parties may in writing agree to an extension thereof at any Step. If a grievance is not taken to the next Step of the grievance procedure following an unsatisfactory answer in the previous Step, or if a grievance is not submitted within the time limits provided at each Step, it shall be deemed to have been resolved on the basis of the answer last given.

### **Article XI – Labor / Management Committee**

**Section 1.** In order to provide a means for continuing communications between the parties, and for promoting a climate of constructive Employee/Management relations, a Labor/Management Committee shall be established consisting of the Chief of Police (or designee), the Personnel Director (or designee), the President and Vice President of the Union.

**Section 2.** The Committee shall meet at least once each year, or more or less as mutually agreed upon. Said meetings shall not be for the purpose of discussing pending grievances, or for the purpose of conducting negotiations on any subject. The topics discussed shall relate to the general applications of this Agreement and to other matters of mutual concern including improvement of Employer-Employee relations and improving productivity.

### **Article XII - Seniority**

**Section 1.** Except as may be otherwise specified in this Agreement, seniority shall be defined as length of continuous service within the Somerville Crossing Guard Department.

**Section 2.** Seniority shall accumulate during authorized absences. Seniority shall be broken when an Employee (1) terminates voluntarily, (2) is discharged for proper cause, or (3) exceeds an authorized leave of absence. Seniority shall be retained during a layoff for the period of recall rights, but seniority shall not accumulate during layoff.

### **Article XIII – Layoff and Recall**

**Section 1.** The City in its discretion shall determine whether layoffs are necessary. Although not limited to the following, layoffs shall ordinarily be for lack of work and/or lack of funds. If it is determined that layoffs are necessary in a particular classification, Employees will be laid off in the order of seniority within the Somerville Crossing Guard Department / Division.

**Section 2.** Employees who are laid off shall be placed on a recall list for a period equal to their length of service, up to a maximum of five (5) years. If there is a recall, Employees who are still on the recall list shall be recalled, in the inverse order of their layoff.

Employees who are eligible for recall shall be given fourteen (14) calendar days from receipt of notice of recall to return to employment with the City. Notice of recall shall be sent to the Employee by certified or registered mail with a copy to the Union, and the Employee must notify the City of his intention to return within five (5) days after receiving notice of recall. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the mailing address provided by the Employee, it being the obligation and responsibility of the Employee to provide the City with his latest mailing address.

## **Article XIV – Compensation**

**Section 1.** Employees shall be paid on a per diem, as needed basis and not on an hourly rate. The parties recognize that bargaining unit employees are not eligible for health insurance benefits due to their limited working hours.

**Section 2.**

(a) **Wage Adjustments.** Unit members employed at the time of ratification of this Agreement and on the date(s) below shall receive the following increases:

- July 1, 2017 – All full-time bargaining unit members will receive a wage adjustment to \$37.00 per day, unless otherwise specifically provided for in this Agreement. The full-time daily rate represents compensation for 2 hours of scheduled work per day.
- July 1, 2018 – 1.5% across the board increase
- July 1, 2019 – 1.5% across the board increase

(b) **Wage Calculation.** An employee's daily rate will be prorated based on the proportion of full-time hours he or she is scheduled to work. For example, a unit member working the morning 1 hour and 15 minute shift will be compensated at 62.5% of the daily rate. The City will schedule employees in multiples of 15 minutes.

**Section 3. Perfect Attendance Incentive Bonus.** Employees who do not miss any assignments during the school year, on a quarterly basis, will receive perfect attendance bonuses. The City will examine attendance during each quarter and award the specified attendance bonuses at quarterly intervals. An employee may qualify for and receive the bonus in one quarter but not in another. The quarterly bonus schedule will conform to the dates approved each school year by



the Somerville School Committee. The required annual meeting in August each year counts towards the Quarter 1 attendance bonus.

<b>Quarter</b>	<b>Bonus</b>
Quarter 1	\$50
Quarter 2	\$100
Quarter 3	\$100
Quarter 4	\$50

**Section 4. Inclement Weather** Employees may receive up to three (3) paid days per school year to be used in the event of an official school closing due to inclement weather. No more than one (1) day shall be paid in any given week. Employees with "blended" work assignments wherein a crossing guard is responsible for more than one school or type of school (such as a public and a non-public school) are expected to report to duty whenever at least one of their schools is in session. The use of an approved "inclement weather" day shall not count against the determination of whether an employee is eligible for a perfect attendance bonus provided the use of said inclement weather day(s) are approved by the City. If the inclement weather day falls during an authorized absence, the employee will forfeit his or her entitlement to pay for that inclement weather day.

**Section 5. Halloween** The City will post its needs for Halloween assignments and will fill these posts on a voluntary basis provided that an employee will only be eligible to work a Halloween assignment if he/she has worked the previous shift to the Halloween assignment. Employees will receive ~ of the normal full-day per diem rate of pay for working a Halloween assignment.

**Section 6.** The parties agree that the Team Leader is not a member of this bargaining unit, as defined in Article I.

**Section 7. Uniforms** Upon hire, the City will provide to new unit members 2 short sleeve shirts, 2 pairs of black pants, 1 winter/rain jacket, 1 high-visibility vest, 1 pair of inclement weather pants, and all necessary patches and lettering for each item. After the first year, unit members will receive a \$100 annual stipend, paid semi-annually on the payroll closest to October 1 and February 1, to cover the cost of replacement uniform items. Employees will be responsible for keeping the uniform items clean, neatly pressed and in good condition at all times. Uniform items must be worn by unit members during work hours. Unit members shall not wear uniform items during non-work periods, provided that wearing uniform items to and from work on incidental personal business is acceptable. The uniform items with City patches, lettering or insignia are property of the City. Upon replacement of items or separation from employment, the unit member shall return the uniform items with patches, lettering or insignia back to the City. In the first year of this contract (July 1, 2017-June 30, 2018), the City will make a one-time payment to employees entitled to the annual clothing stipend in the

amount of \$50.00 for the purchase of black water-proof or water-resistant inclement weather outerwear pants.

**Section 8. Employee Referral Program.** Unit members are eligible for a one-time stipend of \$50 if they 1) refer a new crossing guard hire to the City, 2) the City hires the referred person and 3) the referred person works for an uninterrupted period of sixty (60) school days, not including the use of any inclement weather days as described in section 4 above. To be eligible for the referral bonus, the new employee cannot have been employed as a crossing guard by the City at any time in the past.

**Article XV – Duration**

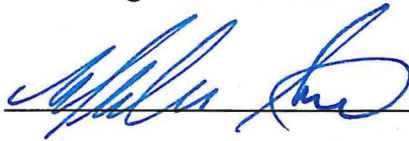
**Section 1.** The Agreement shall be in full force and effect from July 1, 2017 through June 30, 2020 and nothing in this Article shall contain or constitute a so-called “Evergreen Clause.”

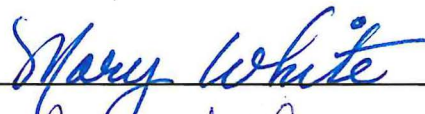
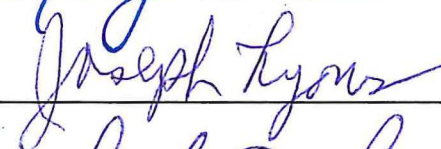

Except for the increases in wage rates set forth in this Agreement, all other benefits shall be effective upon the execution of this Agreement by the parties.

On or after December 1, 2019, either party may notify the other of its first proposals for a new Agreement to be effective on the termination of this Agreement, or the parties shall proceed forthwith to commence to bargain collectively with respect thereto within a reasonable period of time.



Signed on the 21st day of August, 2017

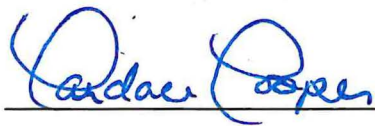

**Service Employees International Union  
(SEIU) Local 888 / City of Somerville  
Crossing Guard Unit:**

  
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**City of Somerville:**

  
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Joseph A. Curtatone  
Mayor  
  
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