# MEMORANDUM OF AGREEMENT

#### Between

## The City of Somerville

#### And

# SEIU/Local 888, Crossing Guard Unit

The City of Somerville and the Service Employees International Union, Local 888 representing the School Crossing Guards agree to incorporate the following terms and conditions as part of a successor collective bargaining agreement to succeed the collective bargaining agreement which expired on June 30, 2020.

The Agreement is subject to ratification by the membership of the SEIU/Local 888 Crossing Guard unit and by a funding vote by the Somerville City Council. Both parties agree to recommend, support and move toward ratification in as expeditious a manner as possible.

Following ratification, the parties will integrate the below terms into a single collective bargaining agreement. The integrated agreement will be signed by the parties as soon as practicable following ratification.

Except as set forth below, all other terms and conditions of the Prior Agreement remain in full force and effect.

- 1. Article XV Duration
  - a. Section 1. The Agreement shall be in full force and effect from July 1, 2020 through June 30, 2023 and that nothing in this Article shall contain or constitute a so-called "evergreen clause."
- 2. Article XIV Compensation
  - a. Section 2(a) <u>Wage Adjustments</u>. Unit members employed at the time of ratification of this Agreement and on the date(s) below shall receive the following increases:
    - i. July 1, 2020 2% across the board increase
    - ii. July 1, 2021 2% across the board increase
    - iii. July 1, 2022 2% across the board increase
  - b. Section 3 <u>Perfect Attendance Incentive Bonus</u>.

## **EDIT BONUS AMOUNTS AS FOLLOWS**

Quarter	Bonus	
Quarter 1	\$50	
Quarter 2	\$125	
Quarter 3	\$125	
Quarter 4	\$50	

- 3. Article XII Seniority.
  - a. ADD NEW Section 3. When sporadic opportunities arise for crossing guard work outside of the usual assignments or tours of duty, the City will offer such work opportunities in order of seniority, as defined in Section 1 of this Article.

4. Article XIV – Compensation

Signed this day of November, 2020.

- Section 4 Inclement Weather
  - a. 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.
  - b. There may be situations when the Somerville Public Schools end the regular school day early or open on a delay due to inclement weather. In the event of a delayed opening, employees who regularly work in the morning will report to their regular posts at a time dictated by the delay. For example, if Somerville opens with a 2-hour delay, an employee would report to their post at 9:15a, rather than 7:15a. In the event of an early release, employees who regularly work in the afternoon will report to their regular post 15 minutes before the dismissal time and will remain for 30 minutes after the dismissal time. For example, if Somerville ends the school day at 1:00p, an employee would report to their post at 12:45p and stay until 1:30p. For both an early release or a delayed opening, employees will be paid their usual rate for time worked. It is the responsibility of the employees to monitor the local media or the City's website to learn if the Somerville Public Schools will have an early release or a delayed start.

On behalf of Service Employees International Union, Local 888:

On behalf of the City of Somerville 10 2020/