

AGREEMENT

Between

TOWN OF WEYMOUTH

And

AMERICAN FEDERATION

OF STATE, COUNTY AND MUNICIPALS EMPLOYEES, AFL-CIO

STATE COUNCIL #93, LOCAL 1395

(WEYMOUTH TRAFFIC SUPERVISORS)

JULY 1, 2019 - JUNE 30, 2022

TABLE OF CONTENTS

Article 1. Recognition	1
Article 2. Management of Rights	1
Article 3. Check-off	2
Article 4. Physical Examinations	2
Article 5. Compensation	3
Article 6. Agency Service Fee	4
Article 7. Sick Leave	5
Article 8. Bereavement Leave	6
Article 9. Personal Leave	6
Article 10. Equipment	7
Article 11. No Strike	7
Article 12. Bidding	7
Article 13. Seniority	8
Article 14. Seperability	8
Article 15. Grievance Procedure	9
Article 16. Terms of Agreement	10
Article 17. Waiver of Negotiations	10
Article 18. Drug and Alcohol Policy Statement	11
<hr/>	
Appendix A (Policy Procedure)	12
Appendix B (Job Description)	13
Appendix C (Attire)	14

AGREEMENT

This Agreement entered into this first day of July, 2019 and expiring on the thirtieth day of June, 2022 by and between the Town of Weymouth, hereinafter referred to as the Employer, and Local 1395, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union (*incorporating all previously signed and agreed to Memorandums and Agreement*).

ARTICLE 1

Recognition

The Employer recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours, standards of productivity, and other terms and condition of employment for all employees in the classifications of school traffic supervisors who have six or more months of continuous service.

ARTICLE 2

Management Rights

The listing of the following specific rights of management in this Article is not intended to be a waiver of any of the rights the Employer herein, except as they may be share with the Union by the specific provisions of this Agreement.

- (a) Among the management rights that are vested exclusively with the Employer are the following: the right to hire; promote; transfer; the right, for just cause, to suspend, demote, or discharge; and the right to relief employees from duty because of insufficient funds. The foregoing must be exercised in accordance with the General Laws of Massachusetts.
- (b) The Employer shall have the freedom of action to determine the methods, the means, and the personnel for all operations, including the scheduling of operations, the methods and materials to be used, and the extent to which its own or other facilities and/or personnel shall be used. The Employer must take whatever action is necessary to carry out its work in emergency situations. The Employer shall select and determine the number and types of employees required and shall assign work to such employees in accordance with requirements determined by management and establish and change work schedules as necessary.

ARTICLE 3

Check – Off

- (a) 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 in the form attached and marked "Appendix A." The Employer will remit all sums deducted to the Treasurer of the Local Union, together with a list of the employees from whom such dues have been deducted. Providing there is no equipment breakdown or personnel shortage, such remittance shall be made by the tenth day of the succeeding month.
- (b) The Union shall indemnify and save the Employer harmless against any claim demand, suit, or other form of liability that may rise out of or by reason of action taken by the Employer for the purpose of complying with this Article.

ARTICLE 4

Physical Examinations

Physical examinations by the Town shall be mandatory prior to employment, re-employment, reinstatement, and transfer or promotions requiring appreciable more physical effort than the original position.

ARTICLE 5

Compensation

A. Salary Schedule

1. Those employees who have served in the bargaining unit for ten (10) consecutive years shall be placed on said second step, *employees who have served for twenty (20) consecutive years shall be placed on the third step.* The steps are listed under hourly rates.
2. An employee required to work at a noon closing, in addition to his/her regular schedule, will be compensated for not more than one (1) hour at his/her base rate.
3. Hourly Rates:

<u>Effective DATE</u>	<u>Step One</u>	<u>Step Two</u>	<u>Step Three</u>
July 1, 2019	\$ 23.70	\$ 25.20	\$ 26.70
July 1, 2020	\$ 24.40	\$ 25.90	\$ 27.40
July 1, 2021	\$ 25.10	\$ 26.60	\$ 28.10

4. Provide for additional compensation at the regular rate of pay for hours worked at the direction of their Supervisor.
5. **Longevity:** Employees will receive annual longevity payments as follows: Seventy-five dollars (\$ 75) to be paid after ten (10) consecutive years in the bargaining unit. One hundred dollar (\$ 100) to be paid after (15) consecutive years in the bargaining unit. One hundred and fifty dollars (\$ 150) to paid after (20) consecutive years in the bargaining unit. Two hundred dollars (\$ 200) to paid after (25) consecutive years in the bargaining unit.
6. When an employee takes an approved day off with pay, the hours of work he/she would have worked that day shall be used to calculate his/her rate of pay for that day.
7. ~~Compensation will include a one time \$ 500 allowance at the time of the signing of the agreement (FY 2017) an additional one time payment of \$ 150 will be received (payable FY 2019). Effective with the signing of this agreement (2016), members in the bargaining unit are required to enroll in direct deposit.~~

B. Hours of Work

- (1) The regular work day shall be two (2) hours. For work beyond the regular work day to be compensated, the member of the bargaining unit must receive prior approval from the Department Head. *If necessary, additional work on Saturday (scheduled 'make-up' days) will be paid at the rate of time and one half (1 ½) regular hourly rate for hours worked. If there are delayed openings, closures, unscheduled early release etc., notifications will be made to the Traffic Supervisors by their names being added to the automated response directory of the School Department.*
- (2) Bargaining unit members are currently paid monthly and the Union agrees to any changes in this manner of payment provided the Town provide thirty (3) day notice of any change. The parties agree that in the event that the change results in a reduction of benefits, the parties will meet to bargain such an impact.

ARTICLE 6

Agency Service Fee

- (a) For any employee who is not a dues-paying member in good standing of the Union, it shall be a condition of employment during the life of this Agreement that on or after the thirtieth day following the beginning of such employee's employment or the effective date of this Agreement, whichever is later, they shall pay an agency service fee to the Union in an amount equal to the amount required to become and remain a member in good standing in the Union its affiliates to which membership dues or per capita fees are paid or received, all as provided in Chapter 150E, Section 12 of the General Laws. The Town Treasurer shall deduct from the salary of any such employee who provides written authorization for such a deduction in accordance with the provisions of chapter 180, Section 17G, of the General Laws.
- (b) The Union shall indemnify and save the Employer harmless against any claim, demand, suit, or other form of liability that may arise out of or my reason of action taken by the Employer for the purpose of complying with this Article.
- (c) The Article shall not mitigate the time frame necessary before new employees are covered by this Agreement.

ARTICLE 7

Sick Leave

- (a) Definition: Sick leave with pay means authorized absence from work granted to employees when they are unable to perform their duties because of sickness, personal injury, injuries to eligible employees in accordance with the provisions of Chapter 152 of the General Laws, or quarantine by health authorities.
- (b) Entitlement: An employee who is a member of the bargaining unit shall be entitled to one (1) sick leave day per month for each of the ten (10) months worked per year to a total of ten (10) sick leave days per year and to accumulate such days with unlimited accrual.
- (c) New Employees: All new Traffic Supervisors shall be credited with one sick leave on the first day of the calendar month following employment and will accumulate thereafter one day for each full calendar month worked during the first calendar year of employment.
- (d) Notification: If a School Traffic Supervisor is unable to report to his/her post for duty because of illness, he/she must notify *the Department Head and the Principal (at the assigned location) no later than 6:30 a.m. on the day which he/she is to be absent.*
- (e) Injuries: Employees having sick leave credits who are injured on the job and receiving Workers' Compensation shall, upon request, be granted such sick leave allowance payment as well, when added to the amount of Workers' Compensation, result in the payment to them of their full salary in accordance with the provisions of Chapter 152 of the General Laws. The total dollar value of the sick leave payments shall be computed to its equivalent in work days and charged against sick leave credits accordingly.
- (f) Certificates: For the protection of the Employer; the Department Head may require the presentation of a doctor's certificate in connection with a claim for sick leave, and may, if it is deemed advisable, send a doctor to investigate any absence alleged to be caused by illness. *Employees whose use of sick leave demonstrates a pattern of abuse as determined by the Department Head, shall be subject to disciplinary action.* Subsequent certificates may be required at the discretion of the Head of the Department or appointing authority, before or at the time of returning to work. If such a certificate or hospital or

doctor's records are not filed with the Head of the Department after request therefore, such absence shall not be chargeable to sick leave.

- (g) Return to Duty After Sick Leave: For the further protection of the Employer and the employees concerned, the Department Head may require an employee to undergo a physical examination prior to the date on which the employee is scheduled to return to work.
- (h) Leave of Absence: Any employee may be granted a leave of absence unpaid, under conditions that are stated hereafter: maternity leaves sickness (either one's self or members of one's immediate family living in the member's household), education programs that are job related. This leave may not exceed six (6) months, but if under unforeseen circumstances, leave may be extended by the Department Head.
- (i) Sick Leave Buyback: Bargaining unit members who have fifteen (15) years of creditable service in the Town shall upon resignation only, be able to buy back twenty (20) percent of unused accumulated sick leave days to a maximum payment of three thousand (\$3000.00) dollars.

ARTICLE 8

Bereavement Leave

An employee who is a member of the bargaining unit shall be entitled to bereavement leave of up to four (4) days to attend the funeral of a parent, spouse, child, sibling, or parent-in-law. In such cases where funeral arrangements are delayed or are out of state, the employee's Department Head may, in their discretion, provide for such leave without loss of pay up to a maximum of three (3) days, as in their discretion seems reasonable and provided that such leave is necessary for an employee's attendance at the funeral.

ARTICLE 9

Personal Leave

The employees and members of the bargaining unit will be entitled to two (2) personal days a year, non-cumulative, provided they give the Department Head notice in writing five (5) working days prior to the requested leave day (*may be waived in cases of emergency.*) Employees who wish to take unpaid time off must provide to the Department Head a request in writing at least ten (10) working days prior to the absence and have prior approval of the Department Head. Such Requests will not be unreasonably denied. There shall be no more than one (1) employee on unpaid time off at a time, unless otherwise approved by the Department Head.

ARTICLE 10

Equipment

Employees in the bargaining unit will be provided attire as enumerated in Appendix D.

Clothing and Shoe Allowance: School Committee will reimburse up to \$ 200.00 in year 1 (FY20), \$ 100.00 in year 2 (FY21) and \$ 100.00 in year 3 (FY22) of the contract with no carry over to the following year. Clothing purchase must be ANSI certified and/or approved by the Superintendent or designee.

ARTICLE 11

No Strike

- (a) The term "strike" wherever used in this Agreement shall be deemed to include any strike, sit down, slowdown, or other work stoppage, or concerted refusal to perform normal work duties on the part of any employee covered by this Agreement.
- (b) The Union agrees that there shall be no strike during the term of this agreement.
- (c) It is understood and agreed that in the event of any strike on the part of any employee or employees during the term of this Agreement, the Union shall, upon the occurrence of such strike, and upon request of the Employer, notify in writing, the employees involved that such action by said employees was unauthorized and in violation of the provisions of the Agreement and shall direct such employees to return to work promptly, and the Union shall take such further steps as may be reasonable under the circumstances to bring about a termination of any such strike. A copy of any written notice required under the provisions of this section to be sent by the Union to the employees involved any such strike shall be given simultaneously by the Union to the Employer.

In any event, the Employer may, upon the occurrence of such strike in violation of the provisions of this Article, take such disciplinary action or actions, including discharge, with respect to any employee or employees who have participated in such strike, subject to the employee's rights to review under the contract and applicable laws.

ARTICLE 12

Bidding

Bidding shall be conducted by the end of the school year whenever a crossing(s) becomes available for the next school year.

ARTICLE 13

Seniority

Seniority among school traffic supervisors shall commence from their date of employment as a permanent member of the school traffic supervisory force.

Seniority shall not be broken by vacation time, sick time, injury leave, temporary layoff, or leave of absence as defined by this agreement.

Seniority shall be broken by resignation or termination for just cause.

In the event of a reduction in force or layoff, layoff shall be in reverse order of hiring and recall by seniority.

Employees shall have the right to bump by seniority the last hired in case of a stop closing.

A seniority list will be issued annually by May 1 of each year.

ARTICLE 14

Seperability

If any article or Section of this Agreement or any amendment thereto should be held invalid by operation of the law or by any tribunal competent jurisdiction, or if compliance with or enforcement of an Article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of the Agreement and of any amendment thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

ARTICLE 15

Grievance Procedure

The term "grievance" shall mean only an alleged violation by the Town of one or more specific clauses of the Agreement.

Step 1: The Grievance shall be presented in writing on a mutually agreed upon grievance form signed by the aggrieved employee, to the Department Head/Principal or their designated representative. It shall be presented within seven (7) calendar days of the date of the alleged violation or from the time the employee knew or should have known of the occurrence of the alleged violation.

Step 2: If the, grievance is not resolved at Step 1 within ten (10) working days, the grievance shall be submitted in writing to the Mayor by the employee and/or the Union. A meeting between the Appointing Authority and/or his/her designated representative and the Grievance Committee of the Union shall be held no later than the ten (10) calendar days. If not satisfactory adjusted at this meeting, the Appointing Authority or their representative shall give a written decision within twenty (20) calendar days next following. If a grievance is adjusted to Step 2 of the grievance procedure, the adjustment shall be noted on the grievance form and shall be signed by the Appointing Authority and the Union representatives reaching the adjustment.

If the Town/School exceeds any time limits prescribed at any step in the grievance procedure, the grievant and/or the Union may invoke the next step of the grievance procedure. In the event any of the time limits contained herein are not complied with by the employee or the Union, the grievance shall be deemed to be withdrawn without prejudice. The Union shall be notified in writing of all grievance filed by employees covered by this Agreement, all grievance hearings, and all determinations. It shall have the right to have a representative present at any grievance hearing and shall be given no less than forty-eight (48) hours' notice, unless waived by the Union.

Step 3. Arbitration: If the grievance is not resolved at Step 2, the Union or the Town/School may submit the grievance to arbitration. Such submission must be made within thirty (30) calendar days after the decision that has been rendered in Step 2. Said submission shall be made to the American Arbitration Association in accordance with its rules and regulations, and a copy thereof shall be given to the other party. *Costs associated with this submission to the American Arbitration Association will be split equally (50/50) by both parties.*

The arbitrator shall be without power to alter, add to, or detract from the language of this Agreement. He/she shall have no power to recommend or order any right or relief for any period of time prior to the effective date of this Agreement. He/she shall submit in writing his/her findings of fact and aware within thirty (30) days after the conclusion of testimony and argument or as soon as practicable thereafter.

ARTICLE 16

Terms of Agreement

This agreement shall take effect as of July 1, 2019 and shall continue in effect through June 30, 2022 and shall automatically renew itself from year to year thereafter, unless either party hereto shall, at least sixty (60) days prior to expiration of any yearly period thereafter, give to the other party written notice of its intention to modify or terminate this Agreement. Within fifteen (15) days of receipt of such notification by either party a conference will be held for the purpose of such amendment or modification.

ARTICLE 17

Waiver of Negotiations

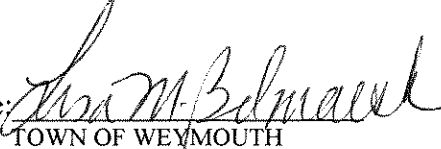
The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Committee and the Union, for the life of this Agreement, Each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject of matter offered to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in the Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE 18

Drug and Alcohol Policy Statement

It is the policy of the Town that the public has the absolute right to expect that persons employed by the Town/School will be free from the effects of drugs and alcohol. Therefore, because the members of this bargaining unit work directly with the children of the Town, it is expected that they will report to work fit and able for duty and to set a positive example for the children. The members of the bargaining unit recognize that they are not to consumer or possess alcohol or illegal drugs during or just prior to beginning of the work shift or anywhere on any town premises or job sites, including town buildings, properties and vehicles while engage in Town business. *Members may be required to submit to testing if reasonable suspicion of use exists.*


IN WITNESS, the parties hereby agree to this Agreement to be executed by the respective duly authorized representatives on this month, January day 16 and year 2020

Signature: 

TOWN OF WEYMOUTH

Print Name: Lisa M Belmarsh

Title: Chair, Weymouth School Committee

Signature: 

AFSCME Council 93

Print Name: William Chasson

Title: Local Union Representative

APPENDIX A

WEYMOUTH TRAFFIC SUPERVISORS POLICIES and PROCEDURES

1. All Traffic Supervisors reporting for duty shall report by phone to the Department Head and the School Principal at the assigned location no later than 7:00 a.m. The Dispatcher will log the time of the call on the ring list.
2. If a School Traffic Supervisor is unable to report to his/her post for duty because of illness, he/she must notify the Department head or Principal at the assigned location no later than 6:30 a.m. Upon returning to work from the illness, you shall call the School Principal no later than 2:00 p.m. on the day before you're expected to return to duty. If you expect to return to duty on the following Monday, you will notify the School Principal as soon as possible on Friday. If you are going to be out for an extended period of time, you shall notify the school location /Principal.
3. It shall be their responsibility of each Traffic Supervisor to check with the respective Principal as to the exact starting and dismissal times for their school. Each Supervisor is to be at their assigned post from their assigned start time until their assigned finish time.
4. Traffic Supervisors should not park near an intersection, on the sidewalk or near the crosswalk. The crosswalk should be clear of any obstructions so that a child and the Traffic Supervisors can be seen by approaching motorists.
5. Traffic Supervisors shall report to their post on time and not leave until the shift is over.
6. Traffic Supervisors are not to be in their vehicles when on duty.
7. All clothing worn should be clean and in good repair at all times.
8. The primary responsibility is the safe crossing of the school children under your direction. School Principal (or School Resource Officer) are only to control traffic while crossing the school children in the crosswalk.
9. If there is a problem with a parent or motorist, do not get into a confrontation. Notify the School Principal (or School Resource Officer) and supply them with as much information as possible.
10. If a child approaches your crossing on a bicycle, you should ask the child to get off the bike and walk the bike across the street in the crosswalk.

APPENDIX B
SCHOOL TRAFFIC SUPERVISORS
JOB DESCRIPTION

1. Control traffic at the assigned school crossing in such a way as to protect the safety of the school children using the crosswalk.
2. Ensure that there are not any children in the street while traffic is moving.
3. Be alert for potential or present traffic hazards in the vicinity of the assigned school crossing: defects in sidewalk, curbs, crossing to be painted, and defects in the roadway.
4. Report traffic violations and problems with conduct on the part of unruly students, parents or motorists to the School Principal (or School Resource Officer)
5. Is in contact with the parents, guardians and children at their crossing.

All Traffic Supervisors will work under the general supervision of the School Department and under the immediate supervision of the Principal at the assigned locations.

APPENDIX C

WEYMOUTH TRAFFIC SUPERVISOR'S ATTIRE

Each Traffic Supervisor is expected to be neat in appearance at all times.

1. Pants will be dark in color.
2. Appropriate footwear shall be worn.
3. Traffic vest will be ANSI compliant, high visibility green in color. Vests will be void of any markings. The vest will be worn at all times as the outermost garment when on duty.

Traffic Supervisors may wear weather appropriate outer garments.