

COLLECTIVE BARGAINING AGREEMENT

CITY OF REVERE

AND

REVERE SCHOOL TRAFFIC SUPERVISORS

UNION

AFSCME COUNCIL 93, LOCAL 880 / AFL-CIO

JULY 1, 2023 – JUNE 30, 2026

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ARTICLE I

PREAMBLE

This AGREEMENT is entered into by and between the City of Revere, hereinafter referred to as the "Employee" and Local 880, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, hereinafter referred to as the "Union," and has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other terms and conditions of employment.

ARTICLE II

RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and working conditions for all employees of the City of Revere in the classification of Traffic/Crossing Guards, including the Traffic/Crossing Guard Supervisors.

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 III

NON-DISCRIMINATION

There shall be no discrimination by either party to this Agreement against any employee based upon any of the classifications protected by Chapter 151B of the Massachusetts General Laws.

ARTICLE IV

EMPLOYEE RIGHTS AND OBLIGATIONS

Section 1.

Employees covered by this Agreement shall have, and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join and assist employee organizations, or to refrain from such activity; to hold office in and participate in the management of the Union; to act in the capacity of Union representative; and to engage in other lawful Union and converted activities for the purpose of collective bargaining or other mutual aid protection.

Section 2.

The City will advise the Union in writing of the name, address, classification and department of each new employee. The City recognizes the right of any employee to become a member of the Union, and will not discourage, discriminate, or in any other way interfere with the right of any employee to become and remain a member of the Union.

Section 3.

In the exercise of these rights, all employees covered by this Agreement shall be free from any and all interference, restraint and coercion, and such employees shall be protected against discrimination in regard to tenure, promotion or other conditions of employment.

ARTICLE V

RIGHTS OF MANAGEMENT

The Employer shall not be deemed to be limited in any way by this Agreement in the performance of the regular and customary functions of municipal management, and reserves the right to issue rules and regulations related to the employment of the Traffic/Crossing Guard Supervisors provided that such rules and regulations are not inconsistent with the express provisions of this Agreement.

ARTICLE VI

GRIEVANCE, ARBITRATION PROCEDURE

Section 1.

Grievance Procedure: in the event of a grievance between the employees and the City, the representatives of both agree to make prompt and earnest efforts to settle the matter. For purposes of this Agreement, a grievance shall be defined as any dispute between the City and the Union and/or a member of the unit covered by this Agreement involving only the interpretation or application of a specific provision of this Agreement. Except as provided in Section 3 hereof, all grievances shall be handled as follows:

Step 1: The Union representative, with or without the effected employee, shall take up the grievance in writing with the Parking Director or their designee within fifteen (15) calendar days of the occurrence or failure of occurrence giving rise to the grievance. Any grievance not timely filed at this step shall be null and void.

The Parking Director or their designee shall attempt to adjust the matter and shall respond in writing within seven (7) calendar days of receipt of the grievance. If the grievance is not satisfactorily resolved at this step:

Step 2: It may be appealed in writing within seven (7) calendar days after the Parking Director or their designee's response is due to the Mayor. The written Grievance must contain the following information:

- a. a concise statement of the "grievance" including the date filed with the Parking Director;
- b. a statement of the remedial action or relief sought;
- c. a statement of reasons why the aggrieved believes the remedy should be granted;
- d. the name or names of the employees aggrieved.

The Mayor or their designated representative shall provide a written answer within fifteen (15) calendar days of receipt of the grievance. If the grievance is not satisfactorily resolved at this step:

Step 3: It may be appealed to arbitration by written notice of such intention to appeal given to the Mayor within thirty (30) calendar days after the receipt of the written answer under Step 2. This appeal to arbitration shall be in accordance with the procedure and conditions set forth in Section 6, below.

Section 2.

A grievance not initiated within the time limit specified shall be deemed waived. Failure of the employee or the Union to appeal a decision within the time limit specified will mean that the grievance shall be considered settled on the basis of the City's last position and shall not be eligible for further appeal. Failure of the City or its agents to answer an appeal within the time limit specified shall mean that the appeal may be taken to the next step immediately. The above limitations may be waived by mutual written agreement of the parties.

No grievance carried forward by an individual will be settled in a manner inconsistent with any specific provisions of this Agreement.

Section 3.

No employee shall be able to submit a grievance to arbitration, that right being reserved solely to the Union.

Section 4.

No reprisals of any kind will be made by the City against any party in interest or any participant in the grievance procedure by reason of such participation.

Section 5.

Arbitration: In the event that either party elects to submit a grievance to arbitration, the parties shall select an impartial arbitrator through the American Arbitration Association and the arbitration shall be conducted in accordance with the rules of the AAA. The parties may agree, however, to select an arbitrator through the Massachusetts Division of Labor Relations.

The decision of the arbitrator shall be rendered within thirty (30) days of the completion of the arbitration hearings; but such period may be extended by mutual agreement of the parties hereto. The award of the arbitrator shall be final and binding on the parties and the expense of the arbitration shall be shared equally. The

arbitrator shall have no right to add to, subtract from or in any way alter the provisions of this Agreement.

Furthermore, the arbitration award shall be one such as is permitted by law.

ARTICLE VII

STABILITY OF AGREEMENT

No amendment, alteration or modification of the terms or provisions of this Agreement shall bind the parties hereto unless made and executed in writing by the parties. The failure of the Employer or the Union to insist, in any one or more situations, upon performance of any terms or provisions of this Agreement shall not be a waiver or relinquishment of the right of the Employer or of the Union to insist upon future performance of any such term or provisions during the term of this Agreement.

ARTICLE VIII

UNION DUES AND AGENCY SERVICE FEES

Section 1.

Union Dues and Agency Fee.

- A. Subject to applicable laws set forth in Chapter 180, Section 17A of the General Laws of the Commonwealth of Massachusetts, the Employer shall deduct from earned wages periodic Union dues required as a condition of acquiring or retaining membership in the Union of those Employees who individually authorize such deduction in writing on a form provided by the Union. The Employer will remit all sums deducted under such check off authorization to the Treasurer of the Union, together with a list of the Employees from whom such dues have been deducted. Such remittance shall be made monthly following the deduction, provided the Employer has at that time possession of the necessary business equipment to affect such an arrangement.
- B. For those Employees who are covered by this Agreement but choose not to acquire or retain membership in the union, those Employees may agree to pay a voluntary agency fee. This fee will only be collected from those employees who individually authorize such deduction in writing on a form provided by the Union. A copy of the signed authorization form shall be provided to the City.
- C. The Union shall indemnify and save the Employer harmless from any claim, demand, suit or other form of liability that may arise out of, or by reason of, action taken or not taken by the Employer for the purposes of complying with this Article or in compliance with any assignment furnished to the Employer.

Section 2.

The Union agrees that it will consider all bargaining unit members to be "twelve (12) hours or less employees" for the purposes of determining the amount of their dues. Dues shall only be deducted for weeks during which an employee works.

ARTICLE IX

PROBATIONARY PERIOD

All employees hired into the bargaining unit shall serve a one hundred and eighty (180) day probationary period during which they are subject to termination for any reason. The termination of an employee during the employee's probationary period may not be appealed through contractual grievance and arbitration procedures. No employee who has completed one hundred and eighty (180) days of service shall be disciplined, suspended or discharged except for just cause.

ARTICLE X

SEVERABILITY

Should any final decision of any Court of competent jurisdiction affect any practice or provision of this Agreement, only the provision so affected shall become null and void, otherwise, all other provisions or practices under this Agreement shall remain in full force and effect.

ARTICLE XI

NO STRIKE – NO LOCKOUT

It is mutually agreed that during the term of this Agreement there will be no stoppage of work, lockouts, shutdowns or any similar interference with work.

ARTICLE XII

SCOPE OF AGREEMENT

Section 1.

This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiations. The Union acknowledges that during the negotiations which resulted in this Agreement, it had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining and that the agreements contained in this Agreement were arrived at after free exercise of such rights and opportunities.

Section 2.

Past Practice: 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 matter not removed from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The City of Revere shall not be bound by any practice or conditions that may have previously applied to employees in the bargaining unit but that are not included in this collective bargaining agreement. This Agreement can be altered or amended only by a written agreement between the parties.

ARTICLE XIII

WORK YEAR AND HOURS OF WORK

Section 1.

The work year for a Traffic/Crossing Guard and a Traffic/Crossing Guard Supervisor shall include days during the regular school year that students are in session at the school to which they are assigned. The work year will also include one (1) training day prior to the beginning of the school year. During the training day, Traffic/Crossing Guards and Traffic/Crossing Guard Supervisors will be provided with their initial work assignments for the following school year.

Section 2.

The Parking Director (or their designee) shall annually assign the daily work hours for each Traffic/Crossing Guard and Traffic/Crossing Guard Supervisor. The work assignment (including the daily work hours) of each Traffic/Crossing Guard and Traffic/Crossing Guard Supervisor may be changed during the work year by the Parking Director or their designee.

ARTICLE XIV

SICK LEAVE

Section 1.

Each member of the bargaining unit shall be provided with three (3) days of paid sick leave during each school year. A day of sick leave shall consist of, and the employee shall be paid for, the number of hours that the employee is scheduled to work on the day for which they claim sick leave. Employees may accumulate unused days of sick leave from year to year.

Section 2.

An employee who does not use any of their paid sick leave days during a school year will, during the succeeding school year, be permitted one (1) day of paid personal leave. The day of personal leave shall be taken at a time that is approved by the Parking

Director or their designee. The day of personal leave must be used during that year, or it will be forfeited.

ARTICLE XV

RETIREMENT

Members of the bargaining unit are not eligible to participate in the City's Retirement System. Instead, members contribute to a tax deferred plan established by the City in accordance with the Omnibus Budget Reconciliation Act of 1990.

ARTICLE XVI

HOLIDAYS

Effective July 1, 2011, members of the bargaining unit who satisfy the following the requirements shall be paid for the following six (6) holidays:

New Year's Day
Martin Luther King, Jr. Day
Memorial Day
Juneteenth
Thanksgiving Day
The day after Thanksgiving

In order to be paid for any of the above holidays, the employee must work the scheduled workday immediately before the holiday and the scheduled workday immediately succeeding the holiday.

VACATION

Effective July 1, 2023, members of the bargaining unit who have been employed as of 7/1/23 shall be provided with two (2) weeks of paid vacation for the February and April school vacation weeks. The amount of the payment shall be the average weekly wage paid to the employee during the previous six (6) weeks.

ARTICLE XVII

UNIFORMS

Each member of the bargaining unit shall be eligible to receive an annual clothing allowance of \$700.00. The allowance shall be paid in installments of \$350.00 on or about September 1 and on or about February 1 to employees who are actively employed during the week that precedes the applicable payment date.

The Parking Director or their designee shall have the right to annually determine the uniform components. Employees shall be required to always wear the specified uniform components when they are on duty. In no event shall the cost of the uniform requirement exceed the full amount of the annual uniform allowance.

ARTICLE XVIII

COMPENSATION

Section 1.

Members of the bargaining unit in the listed classifications shall be compensated at the following hourly rates, effective as of the dates specified:

Classification	Eff. 7/1/23	Eff. 7/1/24	Eff. 7/1/25
Traffic/Crossing Guard	\$20.00hr	\$20.60hr	\$21.21hr
Traffic/Crossing Guard Supervisor	\$26.50hr	\$27.29hr	\$28.10hr

The parties agree that, in consideration for this Agreement, this Contract and its wage provisions are expressly exempt from the Living Wage Ordinance set forth in the Revised Ordinances of the City of Revere, Title 15, Chapter 15.17. These are part-time positions, which means no more than 19.5 hours per week. Lastly, the Traffic/Crossing Guard Supervisor positions are up to two (2).

Section 2.

The two Traffic/Crossing Guard Supervisors shall each receive a stipend of \$45.00/monthly to be paid as compensation for using their personal cell phone to conduct City business. This stipend is not paid during the months of July and August.

Section 3.

LONGEVITY	
Effective	7/1/2023
8 years	650.00
9 years	700.00
10 years	750.00
11 years	800.00
12 years	850.00
13 years	900.00
14 years	950.00
15 years	1,000.00
16 years	1,050.00
17+ years	1,100.00


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language

ARTICLE XIX

DURATION

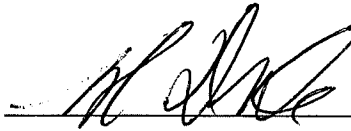
This agreement shall be effective as of July 1, 2023 and continue in full force and effect until June 30, 2026 or until a new Agreement is thereafter executed.

REVERE CROSSING GUARD UNION



Steven Penta, President

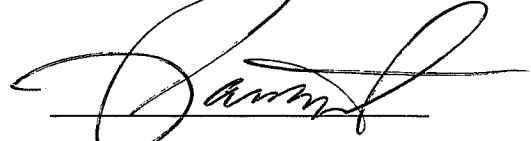
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Robert DeBole, Business Agent

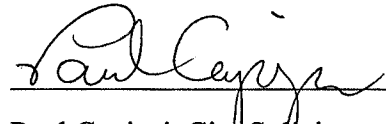
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CITY OF REVERE



Patrick M. Keefe, Jr., Mayor

City of Revere



Paul Capizzi, City Solicitor

City of Revere

Date: 3/4/25