



AGREEMENT

This Agreement is entered into this 14th day of March, 2022, between the Town of Westwood (“the Employer”) and the Westwood Traffic Supervisors Association (“the Association”).

ARTICLE 1 - Recognition

The Employer recognizes the Association as the exclusive collective bargaining representative of all permanent part-time Traffic Supervisors, excluding casual employees.

ARTICLE 2 – Management Rights

Except to the extent specifically limited by the express provisions of this Agreement, all rights, functions and prerogatives of the Employer formerly exercised or exercisable by the Employer remain vested exclusively in the Employer. These rights, whether exercised or not, include, without being limited to, all rights and powers given to the employer by law, the right to direct and control the work of its employees and the use of its properties, facilities and equipment, the right to establish, change or discontinue duties, to require such standards of performance as it may deem appropriate and to maintain discipline, order and efficiency; to determine fitness standards; to determine methods, means, personnel and procedures and to direct employees, the right to obtain from any source and to contract and subcontract for materials, supplies and equipment; the right to determine the number of employees and the necessity for filling a vacancy; the right to select and hire employees; the right to discharge, suspend, reprimand, or otherwise discipline employees; the right to lay off employees for lack of work; the right to require reasonable overtime work in emergency situations; the right to promulgate and enforce all reasonable rules relating to policies, procedures, operations and safety measures; and the right generally to control and supervise the operation of the traffic supervisors function.

ARTICLE 3 - Seniority

- a) Seniority shall be computed from the date of most recent appointment to the position of permanent traffic supervisor. Seniority shall control with respect to lay off, reduction in force or elimination of position, however characterized. Recall shall be controlled by seniority, i.e., most senior employee being recalled first.
- b) If a Traffic Supervisor voluntarily leaves or resigns from the Town of Westwood, and is later re-employed as a Traffic Supervisor within two (2) years of their departure date, that traffic supervisor will return at their former pay level.
- c) If a Traffic Supervisor returns to employment with the Town of Westwood after a period of two (2) years, the Traffic Supervisor will return to employment at the level 1 pay rate.
- d) If a Traffic Supervisor voluntarily leaves or resigns from the Town of Westwood and later returns to work as a Traffic Supervisor, they will forfeit seniority as it relates to the school crossing bidding process.

ARTICLE 4 – Bidding

Annually, the Traffic Supervisors will be polled as to their preferences for assignment to particular crossings. Their preferences will be honored on the basis of seniority as established in Article 3. If there are more crossings available than there are Traffic Supervisors to fill them, those crossings will also be assigned on the basis of seniority to those employees willing to work more than one crossing per day. Management reserves its rights as defined in Article 2 to alter assignments due to vacancies or for reasons of safety and/or efficiency.

ARTICLE 5 – CPR and AED Training

The Westwood Police Department will arrange for CPR and AED (Automated External Defibrillator) training for Traffic Supervisors on an annual basis.

ARTICLE 6 - Longevity

Traffic Supervisors will be entitled to the same longevity benefits as benefit-eligible employees of the Town.

After five (5) full years of continuous employment to the Town, each Traffic Supervisor shall be paid an additional annual longevity amount equal to thirty dollars (\$30.00) per annum for each completed year of service.

Longevity pay shall be paid in one lump sum to each employee entitled thereto during the month of December. Should separation occur prior to December, longevity pay shall be prorated at the rate of \$3.00 per month worked (not including July and August) during that calendar year.

ARTICLE 7 – Compensation

The salary schedule shall be revised to read as follows:

| | FY22 | FY23 | FY24 |
|---------|----------------|-------------|-------------|
| COLA | New Wage Table | 2.5% | TBD* |
| Level 1 | 21.00 | 21.53 | TBD* |
| Level 2 | 22.50 | 23.06 | TBD* |
| Level 3 | 24.10 | 24.70 | TBD* |

* FY24 cost of living adjustment (COLA) will be determined in the future. The Traffic Supervisors will be provided with the same COLA as other Town of Westwood bargaining units for FY24.

- Employees will advance to Level 2 after completing at least one full academic year (September through June) of service. Advancement to the next level will take place at the beginning of an academic year.
- Employees will advance to Level 3 after at least three (3) full academic years of service. Advancement to the next level will take place at the beginning of an academic year.

- It is understood that training time will be compensated at the above rates.

ARTICLE 8 – Hours of Work

Traffic supervisors' hours of work shall be the schedule in effect upon execution of the Agreement, provided that the Employer may change the hours of work in the event of changes in the hours that schools are open. The Employer may establish reasonable hours of attendance at required training and meetings. Employees shall be compensated at their regular hourly rates for any time spent in training or meetings required by the Employer. Employees will be compensated at their regular rates for two (2) in-service days when students do not attend classes.

ARTICLE 9 – Sick & Bereavement Days

Regularly scheduled employees shall be entitled to seven (7) paid **sick leave** days per year for personal illness computed on the basis of the employee's regularly scheduled hours per day. At the conclusion of the school year, an employee shall be entitled to 100% of his/her regular day's pay for each unused sick day (up to 14 hours in total). Sick days shall not be cumulative.

Employees shall be granted up to three (3) consecutive days of emergency **bereavement leave** without loss of pay (maximum 6 consecutive shifts) due to a death in the employee's immediate family. Immediate family shall include the employee's spouse, parent, child, sibling, grandchild, grandparent, mother-in-law, or father-in-law. Compensation shall be limited only to the actual work time lost from the employee's normal work schedule.

ARTICLE 10 - Holidays

Regularly scheduled employees shall be entitled to one day's compensation, computed on the basis of the employee's regularly scheduled hours of work, for the following holidays, provided that such holidays fall within the school year:

- Labor Day (provided school year starts before Labor Day)
- Rosh Hashanah (when designated as a School Holiday on the School calendar)
- Yom Kippur (when designated as a School Holiday on the School calendar)
- Columbus Day/Indigenous People's Day
- Veterans' Day
- Thanksgiving Day
- Christmas Day
- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Patriots' Day
- Good Friday
- Memorial Day
- June 19th (provided school is still in session)

In the event that two holidays fall on the same date, the employee will be entitled only to one day's compensation. An employee must work their last regularly scheduled day before and after the holiday in order to be entitled to holiday pay.

ARTICLE 11 – Snow Days

Regularly scheduled employees shall be entitled to up to five paid days per year for cancellation of school due to inclement weather. An employee who has scheduled an absence on a snow day shall not be eligible for the snow day pay. Employees who are called in as a substitute on a snow day will be paid for the day.

ARTICLE 12 – Uniforms/Equipment

The Employer shall provide each regular employee with an annual clothing allowance as follows:

FY22: up to \$350

FY23: up to \$400

FY24: up to \$450

The employee may spend such clothing allowance at uniform suppliers designated by the Chief of Police after receiving a prior approval from him or his designee. In addition, Traffic Supervisors will be provided with department issued portable radios and radio chargers to be used in conjunction with their official duties.

ARTICLE 13 – No Strikes – No Lockouts

No employee covered by this Agreement shall engage in, induce, or encourage any strike (whether sympathetic, economic or otherwise), work stoppage, slowdown, or withholding of services. The Association agrees that neither it nor any of its officers or agents will call, institute, authorize, or participate in any such strike, work stoppage, slowdown, or withholding of services. The Employer agrees not to conduct a lockout.

Should any employee or group of employees covered by this Agreement engage in any strike, work stoppage, slowdown, or withholding of services, the Association shall forthwith publicly disavow any such strike, work stoppage, slowdown, or withholding of services and shall refuse to recognize any picket line established in connection therewith. Furthermore, at the request of the Employer, the Association shall take any reasonable means to induce any employee or group of employees to terminate the strike, work stoppage, slowdown, or withholding of services and to return to work immediately.

ARTICLE 14 - Supervision

It is understood that as of the execution of this Agreement, employees shall report to and be under the supervision of the Chief of Police or their designee. The Town reserves all rights which it may have to designate other individuals or entities to supervise employees. In the event that the Town does designate other individuals or entities to supervise the employees of the Association, then the Association will have the right to negotiate a new collective bargaining agreement with the new supervisor or entity.

ARTICLE 15 – Effect of Agreement

- a) This instrument constitutes the entire Agreement of the EMPLOYER and the ASSOCIATION arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been reduced to writing and signed by the parties.
- b) The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law 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. Therefore, the EMPLOYER and the ASSOCIATION 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 or matter referred to, or covered by this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subject or matters 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.

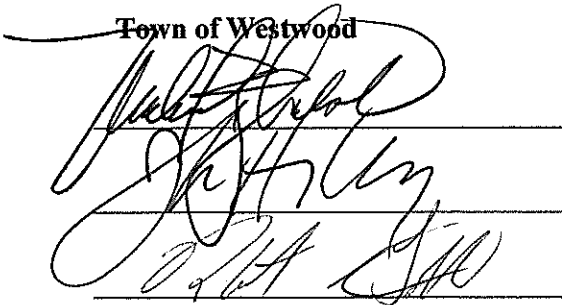
- c) The waiver of any breach of condition of this Agreement by either party shall not constitute a precedent with respect to the future enforcement of all the terms and conditions of this Agreement.
- d) No provision of this Agreement shall be retroactive prior to the effective date unless otherwise specifically stated herein.
- e) Where this Agreement requires the appropriation of funds on the part of the EMPLOYER to effect the carrying out of any provision hereof, to that extent, this Agreement is subject to such action as may be taken by the Town Meeting pertaining to the required appropriation or appropriations.

ARTICLE 16 – Duration of Agreement

This Agreement shall continue in full force and effect from March 14, 2022 until midnight June 30, 2024.

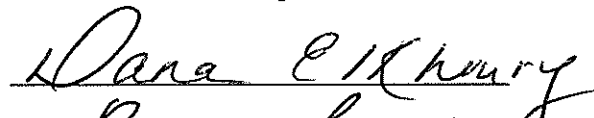

IN WITNESS WHEREOF, the TOWN has caused this instrument to be duly executed by its authorized designees and the ASSOCIATION acting in behalf of the EMPLOYEES has caused this instrument to be signed by its proper officers hereunto duly authorized, the day and year first written below.

Town of Westwood



Dated: March 14, 2022

Westwood Traffic Supervisors Association

Dated: March 11, 2022