

AGREEMENT

BETWEEN

TOWN OF ARLINGTON SCHOOL COMMITTEE

AND

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL

EMPLOYEES, AFL-CIO, STATE COUNCIL 93, LOCAL 680

SCHOOL BUS OPERATORS

Effective
July 1, 2015 – June 30, 2018

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SCHOOL BUS OPERATORS

PREAMBLE

This agreement entered into by the Town of Arlington School Committee and Local 680, State Council 93, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the School Committee 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 conditions of employment.

ARTICLE I
RECOGNITION

The School Committee recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing salaries, wages, hours, and other conditions of employment for all School Bus Operators of the School Department of the Town of Arlington.

The School Committee will not engage in any activity prohibited by the Collective Bargaining Act.

ARTICLE II
UNION DUES AND INITIATION FEES

Employees may tender the initiation fee (if any) and monthly membership dues by signing the authorization of Dues Form. During the life of this agreement and in accordance with the terms of the form of authorization of Check-Off of Dues hereinafter set forth, the School Committee agrees to deduct Union membership dues levied in accordance with the constitution of the Union from the pay of each employee who executes or has executed such form and remit the aggregate amount to the Treasurer of the Union along with a list of employees who have had said dues deducted. If possible, such deductions shall be remitted to the Treasurer of the Union prior to the tenth (10th) day of the month following deductions. An employee wishing to withdraw from the union must notify the treasurer of the Union sixty (60) days in advance. This notification must be in writing.

ARTICLE III
RIGHTS OF MANAGEMENT

The listing of the following specific rights of management in this article is not intended to be considered restrictive of or as a waiver of any of the rights of the employer not listed herein.

1. Among such management responsibilities as are vested exclusively in the employer are the following: the right to hire, promote, transfer, assign and retain employees in positions with the department and to suspend, demote, discharge or take other disciplinary action against employees for just cause, to relieve employees from duty because of lack of work or other legitimate reasons, to determine the method, means and personnel by which such operation are to be conducted and to take whatever action may be necessary to carry out the work of the town in situations of emergency.
2. The employer shall have the freedom of action to discharge its responsibility for the successful operation of the Arlington Public Schools, including the scheduling of operations, the methods and materials used in carrying out the functions of the Arlington Public School and the extent to which its own or other facilities and/or personnel shall be used. Nothing in this article shall be construed to conflict with Chapter 31 of the General Laws of Massachusetts.
3. Such inherent management responsibilities are not subject to arbitration and shall remain exclusively with the employer except as they may be shared with the union by the provisions of this agreement.
4. The School Committee reserves and retains the right to contract out work, or sub-contract out work. Pursuant to the exercise of such rights, no employee shall be laid off if there is available work in the same position or in a similar position, which he/she is qualified to fill and is eligible to fill under civil service law and rules.
- 5.

ARTICLE IV
NO STRIKE CLAUSE

1. No employee covered by this agreement shall engage in, induce or encourage any strike, work stoppage, slow down, or withholding of services, such as refusal to work emergency overtime as may be required during the life of this agreement. The union agrees that neither it nor any of its officers or agents will call, institute, authorize, participate in, sanction or ratify any such strike, work stoppage, slow down, or withholding of services.
2. Should any employee or group of employees covered by this agreement engage in any strike, work stoppage, slow down or withholding of services the union shall forthwith disavow any such strike, work stoppage, slow down or withholding of services, and shall refuse to recognize any picket line established in connection therewith. Furthermore, at the request of the municipal employer, the union shall take all reasonable means to induce such employee or groups of employees to terminate the strike, work stoppage, slow down or withholding of services and return to work forthwith.
3. In consideration of the performance by the union of its obligations under sections 1 and 2 of this article, there shall be no liability on the part of the union, nor its officers or agents for any damages resulting from the unauthorized breach of the agreement contained in this article by individual members of the union.

ARTICLE V
DISCRIMINATION AND COERCION

There shall be no discrimination by Director, Superintendents, Business Agents, or other agents of the School Committee against any employee because of her activity or membership in the Union. The School Committee further agrees that there will be no discrimination against any member for her adherence to any provision of this agreement or her refusal to comply with any order, which would violate this agreement.

ARTICLE VI
GRIEVANCE AND ARBITRATION PROCEDURE

Any grievance or dispute which may arise between the parties involving the application, meaning or interpretation of this agreement shall be settled in the following manner:

Step I The Union Steward and or representative, with or without the aggrieved employee shall take up the grievance of dispute in writing with the Director of Transportation within three (3) working days of the date of the grievance or his/her knowledge of its occurrence. The Director shall attempt to adjust the matter and shall respond to the Steward within three (3) working days. If the grievance has not been settled, it shall be presented in writing to the Superintendent or his representative within three (3) working days after the Director's response is due. The Superintendent shall respond to the Steward in writing within five (5) working days.

Step II If the grievance still remains unadjusted, it shall be presented to the School Committee in writing within three (3) working days after the response of the Superintendent is due. The School Committee shall respond in writing within thirty (30) days.

Step III If the grievance is still unsettled, either party may, within fifteen (15) working days after the reply of the School Committee is due, by written notice to the other, request arbitration.

The arbitration proceeding shall be conducted by an Arbitrator selected by the School Committee and the Union within seven (7) days after notice has been given. If the parties fail to select an Arbitrator, either party may submit the dispute to the American Arbitration Association in accordance with its rules.

The decision of the Arbitrator shall be final and binding upon the parties provided that the decision of the Arbitrator does not usurp the functions of the School Committee or the proper exercise of its judgment and discretion under law and this agreement. The Arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.

The expense for the Arbitrator's services and the proceedings shall be borne equally by the School Committee and the Union. Only the Union and/or its designated agent and the School Committee and/or its designated agent may submit a matter to arbitration.

ARTICLE VII
CIVIL SERVICE AND SENIORITY

Seniority rights will be determined in accordance with Section 15D of Chapter 31 of the General Laws.

The School Committee and the Union shall recognize and adhere to all civil service and State labor laws, rules and regulations relative to promotions, transfers, discharges, removals and suspensions.

The Union reserves the right to represent employees under any such established procedure.

ARTICLE VIII
JOB BIDDING AND POSTING

If the School Committee determines that a bus position is vacant and it desires to fill such vacancy, within a reasonable period of time, not to exceed thirty (30) days, such vacancy shall be posted in a conspicuous place for five (5) working days (listing pay, duties and

qualifications). Employees interested shall apply in writing within the five (5) working day period. The School Committee will award the position to the most qualified senior applicant in accordance with civil service regulations.

The Director of Transportation shall notify the Union Steward when a vacancy is filled. The Director of Transportation shall notify the Union Steward of any vacancy that arises during the summer.

ARTICLE IX
OVERTIME AND CALL BACK

Employees covered by this agreement shall be paid overtime at the rate of one and one-half (1½) times their regular rate of pay for work in excess of eight (8) hours in one (1) day and forty (40) hours in one (1) week. Employees shall be paid at the rate of two (2) times their regular rate of pay for all hours of work performed on Sunday.

Overtime shall be equally and impartially distributed among personnel who ordinarily perform such work in the normal course of their workweek.

Any employee called back to work on the same day after having completed his assigned work and left his place of employment and before his next regular scheduled starting time, shall be paid at the rate of time and one-half (1 ½) for all hours worked on recall. He will be guaranteed a minimum of two (2) hours call back for mail or package deliveries and a minimum of four (4) hours call back for cancellations, for trips. This guarantee shall also apply to work on Sunday.

The employer shall keep records of the overtime work. In the case of a grievance involving such records, they shall be subject to examination by the Union Representative or the Shop Steward with the Director.

There shall be no discrimination against any employee who declines to work overtime if he/she has a legitimate reason.

ARTICLE X
UNION REPRESENTATIVES

A written list of Union stewards and other representatives shall be furnished to the School Committee immediately after their designation and the Union shall notify the School Committee of any changes.

Elected delegates may attend meetings of State and National bodies without loss of pay provided two weeks' notice is given in writing to the Director.

Union representatives may be granted time off, with the approval of the Director of Transportation, to settle disputes or grievances, without loss of pay.

ARTICLE XI
MEAL PERIODS

All full-time employees working eight (8) hours per day shall be granted an unpaid meal period of one (1) hour's duration if the schedule allows. For example, an employee working a regular schedule from 6:30 am to 3:30 pm shall have an unpaid meal period of one (1) hour. If a full-time employee is required to work through the one (1) hour unpaid meal period, the employee may either finish his/her shift at 2:30 p.m. or be compensated at the rate of time and one half (1½) for all time worked over eight (8) hours.

Part-time employees who work less than six (6) hours per day shall not be entitled to an unpaid meal period.

ARTICLE XII
HOLIDAYS

In order to qualify for holiday pay, a regular employee shall have worked on the last regularly scheduled work day prior to, and the next regularly scheduled work day following such holiday, unless it is an absence for which compensation is payable under

Article 7C of the bylaws of the Town. The following days in each year shall be considered as holidays:

New Year's Day
Patriot's Day
Presidents' Day
Labor Day
Good Friday

Veterans' Day
Columbus Day
Memorial Day
Independence Day

Martin Luther King Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day

Christmas Eve shall be considered a full-day holiday when it falls on any day from Monday through Friday inclusive.

Whenever a legal holiday falls on Saturday, another working day off with pay shall be arranged at the discretion of the department head.

If the holiday falls on Sunday, the following day will be the working day off. Holiday pay shall be a day's pay at straight time rate.

If a holiday occurs within an employee's vacation period the employee will not be charged a vacation day on that day. Any employee required to work on a holiday shall receive

in addition to the regular holiday pay an amount equal to one and one-half (1 ½) times his/her regular rate of pay for all hours worked, but in no case shall this be less than an amount equal to two (2) hours work at the above rate. If an employee is required to work in excess of eight (8) hours on a holiday, double time his/her regular rate of pay will be paid for all hours scheduled beyond their regular shift, regular shift being 6:30 a.m. to 3:30 p.m.

ARTICLE XIII

VACATIONS

Vacation leave with pay shall be granted to all regularly employed personnel. These employees are provided opportunity to accrue vacation leave in order that he/she may

have periods of rest and relaxation from his/her job for health and well being, consistent with work load and staffing requirements of their department. Employees are encouraged to request vacation leave in blocks of time to ensure rest and relaxation.

A. Accrual Rates

1. Vacation leave credits are not accumulated and cannot be used during the first six (6) months.
2. All regularly employed personnel shall be credited with six (6) days of vacation leave upon completion of his/her first six (6) months of service as long as these employees do not receive more vacation leave in their first year of employment than granted in number three below.
3. All regularly employed personnel with more than six (6) months but fewer than five (5) years of service shall receive twelve (12) days of vacation leave.
4. All regularly employed personnel with more than five (5) years but fewer than ten (10) years of service shall receive eighteen (18) days of vacation leave.
5. All regularly employed personnel with more than ten (10) years but fewer than twenty-five (25) years of service shall receive twenty-four (24) days of vacation leave.
6. All regularly employed personnel with more than twenty-five (25) years of service shall receive thirty (30) days of vacation leave.

B. Vacation leave will be granted to all eligible employees, according to their accrual rates, on January 1 of each year.

C. The scheduling of vacation periods with pay shall be arranged and approved prior to use by the Director of Transportation for such time or times as best serve the public interest and department efficiency. In case of conflict in scheduling vacation time, preference will be given based on seniority or other provisions established by the Director of Transportation.

- D. Vacation leave may not be accumulated from one vacation year to another, except when in the opinion of the Director of Transportation, it is impossible or impractical to use because of work schedules or other emergencies. Requests for such carry-over must be submitted to the appropriate appointing authority before the end of the calendar year in which the vacation leave was granted.
- E. Absences on account of sickness in excess of those authorized or for personal reasons not provided for under leave regulations may, at the discretion of the Director of Transportation, be charged to vacation leave.
- F. Whenever employment is terminated by dismissal through no fault of the employee, or by resignation, retirement, or death, without his/her having been granted a vacation to which he/she is entitled, he/she or in the case of his/her death, his/her estate shall be paid vacation pay at the regular rate of compensation at which it was earned payable to him/her at termination of employment.
- G. If a holiday falls within the vacation period, it shall not count as part of the vacation allowance.
- H. Regular part-time employees accrue and earn vacation leave on a pro-rated basis according to the differences between their regular scheduled workweek and the normal workweek.
- I. Vacation leave credits shall not be advanced for use prior to their being earned.

A member of the bargaining unit may be allowed to take up to one week of vacation during the school year when school is in session in addition to school vacation weeks, with the following limitations:

1. No vacation may be granted in the month of September or in the months of May or June (on or prior to the last day of school).

2. Only one member of the bargaining unit at any specific time may use vacation during the school year when school is in session. Two or more members of the bargaining unit may not be on vacation at the same time during the school year while school is in session.
3. The bargaining unit member must request vacation as far in advance as possible, but in no event less than two weeks prior to the start of the intended vacation. This notice is to provide the Director with sufficient time to secure substitute coverage.
4. If the Director of Transportation is not able to secure substitute coverage, the vacation will not be authorized.

ARTICLE XIV

SICK LEAVE

Employees must complete six (6) months of service before qualifying for sick leave, at the end of which time seven and one-half (7½) days credit will be allowed.

Earned sick leave with pay will be limited to one and one quarter (1¼) days per month, not to exceed fifteen (15) days per year, and will be credited on the first day of each month. Sick leave credit will begin on the first day of the month following employment except as otherwise provided in above paragraph. Employees having an aggregate of more than two (2) days of authorized leave without pay in any calendar month shall not receive sick leave credit for that month. Employees having unauthorized absence without pay in any calendar month shall not receive sick leave credit for that month.

Sick leave with pay shall be granted to employees only when they are incapacitated from the performance of their duties by sickness, injury or quarantine by health authorities. Sick leave will commence on the day notification of the illness is given by the employee, his family, or her physician. Such notification shall be given a minimum of one hour prior to the starting time for employees scheduled to begin work before 8:00 a.m.

For absence on account of sickness, the Director or School Committee may require evidence in the form of a physician's certificate for the necessity for absence, such certificate to give the nature of illness and the expected duration. If such certificate is not filed after request therefore, such absence may be applied, at the discretion of the Director, to vacation leave or leave without pay. The Director shall require such certificate at the end of two (2) weeks of illness and subsequent certificates may be required at the discretion of the Director or the School Committee.

Part-time employees whose hours of work follow a regular schedule will be allowed such proportion of sick leave credit as their actual part-time service bears to full-time service. Employees injured on the job and receiving Workers' Compensation may, upon request, be granted such sick leave allowance payment as will when added to the amount of Workers' Compensation, result in the payment to them of their full salary, provided they have such sick leave credit. Permanent employees suffering an injury on the job related to their work shall continue to earn ordinary sick leave credit and vacation allowance during their absence from work due to such injury.

In the case of death or retirement of an employee, the employee or her estate shall be paid twenty-five percent (25%) of the employee's unused and accumulated sick leave at the rate in effect at such time, any employee hired after July 1, 1997, will have sick leave buyback limited to one hundred and fifty (150) days.

ARTICLE XV FUNERAL LEAVE

An absence with pay, to the extent necessary but not to exceed five (5) days shall be granted in case of the death of immediate family, meaning spouse, child, father, mother, sister, brother, grandparent, grandchild, father and mother-in-law. An absence of one (1) day shall be granted in case of death of an employee's other in-laws or grandparents of spouse.

ARTICLE XVI
LONGEVITY

An employee who has completed continuous full time years of service with the Town/School Department shall receive annual longevity pay in accordance with the following schedule:

- a. Five years or more but less than ten - \$300.
- b. Ten years or more but less than fifteen - \$500.
- c. Fifteen years or more but less than twenty - \$700.
- d. Twenty years or more but less than twenty-five - \$900.
- e. Twenty-five years or more but less than thirty - \$1,100.
- f. Thirty or more years - \$1,300.

An employee who has or will reach the fifth, tenth, fifteenth, twentieth, twenty-fifth, or thirtieth anniversary date of continuous full time service in the calendar year shall be paid in a lump sum his respective longevity payment on the regular pay date nearest December first (1st), an employee who resigns, retires or, in the case of his death, his designated beneficiary or estate shall be paid prorated longevity pay for such year with his final paycheck. If an employee is discharged for cause, said employee shall not be eligible to receive any portion of the longevity benefit. Longevity benefit is prorated for part-time employees with minimum of twenty hours per week.

ARTICLE XVII
PERSONAL LEAVE

A personal leave of absence of one day per year with pay shall be granted to all full time employees who have completed one year of full time service. Employees who do not use sick leave shall be granted personal leave without loss of pay up to five (5) days per calendar year in accordance with the following:

1. Employees who do not report out sick from January 1 to March 31 shall receive one (1) additional day.

2. Employees who do not report out sick from April 1 to June 30 shall receive one (1) additional personal day.
3. Employees who do not report out sick from July 1 to September 30 shall receive one (1) personal day.
4. Employees who do not report out sick from October 1 to December 30 shall receive one (1) additional personal day.
5. In addition to the foregoing, those employees who do not report out sick more than four (4) days during the calendar year shall receive one (1) additional personal day.
6. Personal days earned for good sick leave record may not be accumulated beyond one year from the date of its being credited.
7. Employees receiving Workers' Compensation shall not be eligible for Personal days under this program.

Application for personal leave and the reason for such request must be made orally or in writing to the Director whenever possible at least twenty-four (24) hours before taking such leave.

ARTICLE XVIII
HEALTH AND WELFARE

If group insurance for town employees represented by AFSCME Local 680 is modified, said modifications shall apply to the school bus operators.

ARTICLE XIX
UNIFORM ALLOWANCE

All bus operators shall receive a credit of up to \$400 each contract year for the purchase of authorized uniforms approved by the Director of Transportation.

ARTICLE XX
CLASSIFICATION PLAN AND PAY RATES

School Bus Operators shall be paid in accordance with the rates of pay as set forth in Appendix A. Employees hired between January 1 and June 30 will advance to the next step on January 1st, and employees hired between July 1 and December 31 will advance to the next step on July 1st.

There shall be:

- A. Full time academic bus operators,
- B. Full time twelve (12) month a year bus operators,
- C. Part time twelve (12) month bus operators,
- D. Part time academic bus operators.

Wage Increase

Effective July 1, 2015 – 2% increase on base wage rates

Effective July 1, 2016 – 2% increase on base wage rates

Effective July 1, 2017 2% increase on base wage rates

Effective July 1, 2016, a Step 7 will be added to the salary schedule, which will be 4% greater than Step 6. In order to be placed on Step 7, an employee must have been employed as a Bus Operator for the District for at least 10 years prior. The maximum step placement for a new employee who has previous experience as a Bus Operator is Step 6.

ARTICLE XXI
MISCELLANEOUS PROVISIONS

- A. Bulletin Board – Announcements shall be posted in a conspicuous place where employees enter or leave the premises. Parties to this agreement, both of whom may use the bulletin boards for notices of a routine nature, agree that it would be improper to post denunciatory or inflammatory written material on bulletin boards.

- B. Should any provisions of this agreement be found to be in violation of any federal or state law, Town By-Laws, civil service rule or School Committee rules and regulations, all other provisions of this agreement shall remain in full force and effect for the duration of this agreement.
- C. No Discrimination – The parties to this agreement agree that they shall not discriminate against any employee because of race, creed, color, sex or age in accordance with the law and that such persons shall receive the full protection of this agreement.
- D. Access to Premises – The School Committee agrees to permit representatives of the American Federation of State, County and Municipal Employees, AFL-CIO State Council #93, and/or Local 680 to enter the premises at any time during the working day for individual discussion of working conditions with employees, provided care is exercised by such representative that they do not interfere with the performance of duties assigned to the employees.
- E. The School Department agrees to furnish and/or allow the Union to have access to any and all records dealing with individual wages and sick time.
- F. The School Committee agrees that it will have one (1) member of Local 680 to act with and in conjunction with the Town's compensation agent. This name is to be submitted by the Union.
- G. If a training program is instituted, the School Committee agrees to pay the employees in this program at the regular rate while being trained.
- H. Any employee of the Union has the right to have a Steward or any official of the Union appear with them during an investigation that could result in discipline or at a disciplinary hearing before any official or designee of the School Department.

- I. Leaves of absence without pay may be granted by the School Committee in its discretion.
- J. The hours of operation shall be made known prior to the school year.
- K. Commercial Driver's License (C.D.L.) – The school bus operators must possess a valid C.D.L. license with proper endorsement required by the State of Massachusetts. In addition, drivers must also possess a valid school bus license endorsed by the Department of Telecommunications & Energy
- L. The School Department will reimburse employees for all school bus licenses and renewals.
- M. The Committee shall retain discretion to implement a certification program during the term of the contract and offer such program to employees on a voluntary basis subject to negotiations with the union as to terms and conditions.
- N. Biweekly Pay
With sixty days' notice to the Union, the School Committee has the right to implement bi-weekly payroll. Upon implementation, bargaining unit members shall receive a payment of two hundred dollars (\$200).

ARTICLE XXII

EFFECTIVE DATE

The signing of this agreement by the authorized representatives of the Union and the School Committee shall constitute the effective date of this agreement.

ARTICLE XXIII

TERMINATION

This agreement will remain in effect until June 30, 2018. Either party may terminate this agreement provided such termination is transmitted through the registered United States Mail to the responsible signatories to the agreement no less than thirty (30) days prior to June 30, 2018.

ARTICLE XXIV

RENEWAL

Should neither party to this agreement send a notice of termination as described in Article XXII, this agreement will be considered to have been automatically renewed for another two years.

This agreement entered into this 22nd day of October, 2015

**FOR THE ARLINGTON SCHOOL
COMMITTEE:**



Chair,
Arlington School Committee

FOR THE UNION:

Representative,
AFSCME Council 93

D. D. No.

President, AFSCME Local 680

Steph Ansel

Chapter Chair, AFSCME Local 680

APPENDIX A

2015-2016 after 2% Increase, effective July 1, 2015

Step 1	19.80
Step 2	20.62
Step 3	21.42
Step 4	22.29
Step 5	23.16
Step 6	24.09

2016-2017 - 2% Increase, effective July 1, 2016

Step 1	20.20
Step 2	21.03
Step 3	21.85
Step 4	22.74
Step 5	23.62
Step 6	24.57
Step 7	25.57

2017-2018 - 2% Increase, effective July 1, 2017

Step 1	20.60
Step 2	21.45
Step 3	22.29
Step 4	23.19
Step 5	24.09
Step 6	25.06
Step 7	26.08

