

AGREEMENT
BETWEEN
TOWN OF ARLINGTON SCHOOL COMMITTEE
AND
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEE, AFL-CIO, STATE COUNCIL 93, LOCAL 680
SCHOOL CAFETERIA WORKERS

Effective

JULY 1, 2015 TO JUNE 30, 2018

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AGREEMENT

Between

TOWN OF ARLINGTON SCHOOL COMMITTEE

And

AMERICAN FEDERATION OF STATE COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO, STATE COUNCIL 93, LOCAL 680

PREAMBLE

The 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 cafeteria workers and matrons of the School Department of the Town of Arlington.

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

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 IV

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 or dispute in writing with the Director of Food Services within five (5) working days of the date of the grievance or his knowledge of its occurrence. The Director shall attempt to adjust the matter and shall respond to the steward within five (5) working days. If the grievance has not been settled, it shall be presented in writing to

the Superintendent or his representative within five (5) 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 five (5) 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, including verbatim record of 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 V

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 VI

JOB BIDDING AND POSTING

If the School Committee determines that a cafeteria 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 Food Services shall notify the union steward when a vacancy is filled.

The Director of Food Services shall notify the union steward of any vacancy that arises during the summer.

ARTICLE VII

OVERTIME

Employees covered by this agreement shall be paid overtime at the rate of one and one-half (1 ½) times their regular rate of pay for work in excess of seven (7) hours in one (1) day and thirty-five (35) hours in one (1) week. No overtime will begin until 15 minutes after the seven (7) hour period. If work is completed within 15 minutes prior to the seven (7) hours, employees will be allowed to leave with the permission of the person in charge. 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 in each area who ordinarily perform such related work in the normal course of their workweek. When in case of extreme emergencies, it is necessary to call in personnel from other areas to aid and assist, the personnel from other areas other than the area which normally performs such related work shall be released from their duties first when the work load lessens provide this is in the best interest of all concerned. The employer shall keep records of the overtime work. In case of a grievance involving such records, they shall be

subject to examination by the Union Representatives or the Shop Steward with the Director of Food Services.

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

ARTICLE VIII

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 the State and National bodies without loss of pay provided two weeks' notice is given in writing to the Director of Food Services.

Union representatives may be granted time off to settle disputes or grievances, without loss of pay, providing they communicate with the Superintendent of Schools, the Business Representative or Director of Food Services for the School Department.

ARTICLE IX

MEAL PERIODS

All employees working four (4) or more hours per day shall be granted a meal period of one-half (1/2) hour's duration. All employees receiving a paid meal period of one-half (1/2) hour's duration as of June 1995 shall continue to receive such paid meal period. All others shall not be eligible for a paid meal period.

In the event of the School Committee is unable to furnish meals, due to shortages or an emergency, the employees shall be granted time off to eat, and the School

Committee shall compensate the employee for the cost of meal. Whenever possible in these situations, cafeteria food will be made available.

ARTICLE X

REST PERIODS

All employees scheduled to work a minimum of six (6) hours per day will be granted a daily morning rest period (all at the same time) for not longer than fifteen (15) minutes except where operations require otherwise as determined by the immediate supervisor.

ARTICLE XI

HOLIDAYS

Holidays for Cafeteria Employees and Matrons are as follows:

Thanksgiving
Day after Thanksgiving
Columbus Day
Veteran's Day
Christmas
New Year's Day
Martin Luther King's Birthday
Good Friday
Memorial Day

Christmas shall be a paid holiday in addition to any vacation pay due for the same week in which Christmas falls.

In addition to the above, Labor Day shall be an additional paid holiday for cafeteria employees only.

In order to receive holiday pay an employee must work:

- (1) The last scheduled work day before and the next scheduled work day after the holiday unless excused for justifiable reason.
- (2) At least one day during the week in which the holiday falls except for Christmas and New Year's Day.

If Martin Luther King Day falls on a day when school is in session a substitute day shall be selected as a floating holiday by the Director of Food Services.

When a holiday falls on a Saturday, another day off with pay shall be granted.

Additional holidays/non-school days taken by the School Committee during the school year shall be paid.

ARTICLE XII

VACATIONS

Vacations shall be as follows for permanent cafeteria employees hired on or before July 1, 1978:

1 week during Christmas holidays

1 week during February vacation

1 week during April vacation

Provided schools are not in session during such days.

Employees hired before July 1, 1978 with a minimum of 15 years of service shall be eligible for four (4) weeks of vacation with pay. Such weeks shall be paid based upon the employee's regular workweek.

All cafeteria employees hired after July 1, 1978 and all matrons shall receive vacation with pay in each calendar year in accordance with their continuous service as of July 1st of such year provided they have actually worked for the Arlington School Committee for twenty-four weeks during the twelve months preceding June 1st of such year as indicated in the following schedule.

Upon hire - 1 week
based upon the employee's regular work week

Upon 4 years of continuous service – 2 weeks
based upon the employee's regular work week

Upon 8 years of continuous service – 3 weeks
based upon the employee's regular work week

Vacations shall be taken during school vacations other than the summer, except if there are not four weeks of vacation during the school year employees eligible for a fourth week of vacation shall receive pay for the fourth week in the last payroll period prior to July 1st and the vacation shall be taken during the summer break.

Vacation with pay shall be based upon the employee's regularly scheduled hours per week. Vacation week checks and final paychecks of the year that are live checks will be mailed to the employee upon request. Direct deposit pay stubs will not be mailed.

ARTICLE XIII

SICK LEAVE

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

Earned sick leave with pay will be limited to one and one quarter days per month, not to exceed fifteen 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 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, her 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. and a minimum of two hours prior to the starting time for employees scheduled to work at 8:00 a.m. or later.

For absence on account of sickness, the Director of Food Services 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 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 Worker's 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.

Discretionary sick leave not exceeding fifteen days may be granted by the School Committee provided all accumulated sick leave and vacation leave have been exhausted, and shall be charged against future sick leave credit, provided further that in connection with employees with at least twenty years of service with the School Committee and in the event of extenuating circumstances as determined by the School Committee, additional sick leave not to exceed 150 days may be granted, which shall be similarly charged to future sick leave credit.

In the case of death or retirement of an employee, the employee or her estate shall be paid twenty percent (25%) of the employee's unused and accumulated sick leave at the rate in effect at such time or \$3,000, whichever is less.

ARTICLE XIV

FUNERAL LEAVE

An absence with pay, to the extent necessary but not to exceed five days, shall be granted in case of the death of a member of an employee's immediate family. Immediate family shall mean spouse, child, father, mother, father-in-law, mother-in-law, sister, brother, grandchild, grandparent, son-in-law and daughter-in-law. An absence with pay of one day shall be granted in case of the death of an employee's or grandparents of a spouse, except up to five days if such relative is a member of the employee's household.

ARTICLE XV

RETIREMENT

Employees who have completed at least twenty (20) years of service in the Arlington School System will be entitled to \$500 in the final year before retirement.

In order to receive such payment, the employee

- (1) Must notify the Chief Financial Officer in writing of her intention to retire at least three (3) months prior to the date on which such retirement shall take effect; and
- (2) At least one (1) month prior to the effective date of retirement the employee must submit satisfactory evidence to the Assistant Superintendent of Business that the notice of retirement has been submitted to the appropriate retirement board.

The \$500 payment will be made in the next payroll period immediately following the submission of such evidence.

ARTICLE XVI

LONGEVITY

In accordance with the following formula, employees shall receive an annual longevity payment in the first pay period of December, for years of service as a cafeteria employee for the Arlington School Committee:

5 – 10 years	\$200
10 – 15 years	\$400
15 – 20 years	\$550
20 – 25 years	\$650
25 – 30 years	\$750
30 years or more	\$850

Employees with 5 years but less than 10 years of service as cafeteria employees for the Arlington School Committee shall receive \$200 annually.

Employees with 10 years but less than 15 years of service as cafeteria employees for the Arlington School Committee shall receive \$400 annually.

Employees with 15 years but less than 20 years of service as cafeteria employees for the Arlington School Committee shall receive \$550 annually.

Employees with 20 years but less than 25 years of service as cafeteria employees for the Arlington School Committee shall receive \$650 annually.

Employees with 25 years but less than 30 years of service as cafeteria employees for the Arlington School Committee shall receive \$750 annually.

Employees with more than 30 years of service as cafeteria employees for the Arlington School Committee shall receive \$850 annually.

Longevity payment shall not be pro-rated because of hours worked.

ARTICLE XVII

PERSONAL LEAVE

Employees will be entitled to two (2) days paid leave of absence and a third day of unpaid leave of absence each year in order to transact personal

business. Application for personal leave shall be made by notification only within twenty-four (24) hours of leave.

Cafeteria employees shall be eligible for one (1) paid professional day per school year. Such professional day shall not be deducted from an employee's personal leave balance.

An employee shall be eligible for one (1) additional day of paid leave of absence in the school year if that employee works three (3) months straight without taking any sick leave and no more than one personal day. Such three month period must be between September 1 and April 30 of the school year. Once an employee earns an additional personal day under this provision, he or she must affirmatively request that the day be added to his or her personal day accrual record. The employee will submit a request to the Director of Food Services who, after reviewing the request, will submit the request to the payroll department for confirmation that the employee has indeed earned an additional personal day. Such additional personal day, once earned by the employee, must be used prior to June 1 of the same school year in which it is earned. There is no carry-over of personal days.

ARTICLE XVIII

JURY DUTY

A regular employee called for jury duty shall be paid an amount to bring her salary up to her usual rate of pay. Notice of service shall be filed with the Director of Food Services upon receipt of a summons.

ARTICLE XIX

HEALTH AND WELFARE

If group insurance for town employees represented by AFSCME Local 680 is modified, said modifications shall apply to cafeteria workers and matrons.

The hire date for insurance purposes of temporary intermittent employees who subsequently attain permanent employee status will be the date of hire as a temporary intermittent employee.

ARTICLE XX

UNIFORM AND SHOE ALLOWANCE

There will be an annual \$350 allowance for uniforms, shoes and aprons for cafeteria employee and matrons who have worked for six (6) months or more. Such allowance shall be paid in two installments. If an employee works fifty percent (50%) of her scheduled days in the period from January 15th to June 30th she shall receive the full uniform allowance of \$175 in the October 1st payroll period. If she works less than fifty percent (50%), she shall receive fifty percent (50%) of the full uniform allowance for that period. The same formula applies for the second installment payable in the February 15th payroll period for the preceding September 1st to January 14th. The clothing allowance shall be paid by separate check.

Employees must wear the uniform, shoes and apron in order to receive the allowance. Uniforms will be in compliance with acceptable standards of sanitation, public health and safety. Attire shall include black full length pants; black, white or gray shirt without writing. Shoes shall be totally enclosed, non-

slip and safe for a kitchen environment. All attire shall be clean and in good repair. Two (2) aprons and one (1) hat will be provided to each employee at the beginning of the school year.

Permanent employees previously employed as substitutes will have the total amount of time employed as substitutes counted toward their months worked for purposes of eligibility for uniform and shoe allowance.

ARTICLE XXI

CLASSIFICATION PLAN AND PAY RATES

In this agreement and made part of it as Appendix A, shall be established a Classification and Pay Plan. It shall list all positions covered by this agreement by title along with the wages for each position.

The salary schedule (Schedule B) shall be increased as follows:

Effective July 1, 2015 – 2% increase on base wages

Effective July 1, 2016 – 2% increase on base wages

Effective July 1, 2017 - 2% increase on base wages

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

SPECIAL FUNCTION OR DETAIL

An employee assigned to work a special function or detail shall be paid time and one half of her regular straight time hourly rate for a minimum of three hours, unless there is no interruption between the employee's regular schedule and the special function of detail, in which case the employee shall be paid only for the hours worked and overtime shall be paid subject to the provisions of Article VII.

ARTICLE XXIII

MISCELLANEOUS PROVISIONS

1. Bulletin Board – Announcements shall be posted in conspicuous places where employees enter or leave the premises. Parties to this agreement, both of whom may use the bulletin boards for notices of routine nature, agree that it would be improper to post denunciatory or inflammatory written material on such bulletin boards.
2. Should any provision 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 the agreement shall remain in full force and effect for the duration of this agreement.
3. 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.

4. 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.
5. The School Department agrees to furnish and/or allow the Union to have access to any all records dealing with individual wages and sick time. The Union will designate three (3) people to have access to these records.
6. The School Committee will fill any and all vacancies in accordance with existing Civil Service rules and regulations. These jobs will be filled on a temporary basis pending examination provided there is no Civil Service list.
7. The School Committee agrees that it will have one (1) member of Local 680 to act with in conjunction with the Town's compensation agent. This name is to be submitted by the Union.
8. When an employee is working for one day or more out of her classification (to the next higher classification), she will be paid for the higher classification at the rate of such classification at the step with a wage rate next highest to her regular rate of pay. The employee shall qualify for step increases based upon continued service in such classification. If an employee works in a higher classification, she will be paid the higher rate for sick leave, personal leave, and vacation for continued service beyond five (5) consecutive working days' in such higher classification. In addition, an employee working in a higher classification shall be paid holiday pay at the higher rate for holidays

occurring during continued service beyond five (5) consecutive working days service in such classification based upon the hours the employee is scheduled to work at the time the holiday occurs.

9. If a training program is instituted, the School Committee agrees to pay the employees in this program at their regular rate while being trained for a higher position, such training period not to exceed one month.
10. Any employee of the Union has the right to have a Steward or any official of the Union appear with them at any time, before any official or designee of the School Department.
11. Leaves of absence without pay may be granted by the School Committee in its discretion.
12. Qualified permanent employees shall receive preference of substitutes for available work during in service training days and time-release days.
13. Upon attaining permanent employee status, regular substitutes shall enter the bargaining unit with credit for vacation and longevity for all days worked as regular substitute in excess of ninety (90) total workdays. Such credit will be computed using the proportion that their substitute service bears to full-time permanent status.
14. Permanent and temporary intermittent employees as defined by civil service law and regulations shall be considered substitutes and excluded from the bargaining unit. However, when a permanent full time or permanent part time job vacancy is posted and a permanent or temporary

intermittent employee bids for and is awarded the position, such employee will be covered by the collective bargaining agreement effective upon being awarded the position and the wage scale and benefits shall apply. However, civil service laws and regulations shall govern with respect to the assignment of a seniority date.

15. The School Committee will reimburse for up to two (2) parking meter violations per year per employee for tickets received in the course of employment for parking at a meter for more than 2 hours, but not for other parking violations.
16. In the event that the kitchen and the kitchen equipment are used by outside parties, there shall be at least one (1) employee present to work on an overtime basis for a minimum of three (3) hours.

ARTICLE XXIV

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 XXV

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 XXVI

RENEWAL

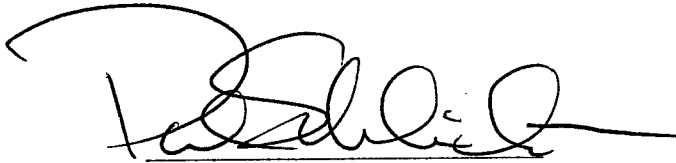
Should neither party to this agreement send a notice of termination as described in Article XXV, this agreement will be considered to have been automatically renewed for another two years.

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

FOR THE ARLINGTON SCHOOL

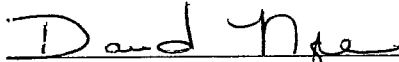
FOR THE UNION:

COMMITTEE:

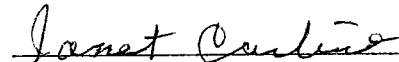


Chair, Arlington School Committee

Staff Representative, AFSCME Council 93



President, AFSCME Local 680



Chapter Chair, AFSCME Local 680