

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

Effective
JULY 1, 2017 to JUNE 30, 2020

INDEX

ARTICLE		PAGE
	Preamble	1
I	Recognition	1
II	Union Dues and Initiation Fees	2
III	Discrimination and Coercion	2
IV	Grievance and Arbitration Procedure	2
V	Civil Service and Seniority	4
VI	Job Bidding and Posting	4
VII	Union Representatives	4
VIII	Sick Leave	5
IX	Bereavement Leave	6
X	Personal Leave	6
XI	Jury Duty	7
XII	Uniforms	7
XIII	Hours of Works and Pay Rates	7
XIV	Maternity Leave	10
XV	Military Leave	10
XVI	Holidays	10
XVII	Miscellaneous Provisions	10
XVIII	Duration	12

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Between

TOWN OF ARLINGTON SCHOOL COMMITTEE

And

AMERICAN FEDERATION OF STATE COUNTY AND MUNICIPAL

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

TRAFFIC SUPERVISORS

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 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 regular full and part time school traffic supervisors of the School Department of the Town of Arlington, excluding spares. A regular full and part time traffic supervisor shall be defined as an employee employed as a traffic supervisor for the approximately 180 day school year with a designated assignment (as opposed to a "spare" who happens to work the full school year filling in for one or more part or full time traffic supervisors). The general duty of a traffic supervisor is to control and direct motor vehicle and pedestrian traffic as it pertains to the safety of the Arlington Public School District students traveling to and from school.

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

The School Committee shall not engage in any activity prohibited by M.G.L. c. 150E, including discriminating against any employee based on the employee's membership in the union. The School Committee shall not discriminate against any employee because of race, creed, color, sex or age.

ARTICLE IV

GRIEVANCE AND ARBITRATION PROCEDURE

A grievance shall be construed to mean a grievance or complaint involving a question concerning the meaning, interpretation or application of, or compliance with, the terms and provisions of this agreement, but excluding any grievance or complaint which is, or upon proper appeal would be, within the jurisdiction of the Civil Service Commission or other duly established appeal board. Grievances 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 Human Resources Officer within seven (7) working days of the date of the grievance or his knowledge of its occurrence. The Human Resources Officer shall attempt to adjust the matter and shall respond to the Steward within seven (7) working days.

Step II If the grievance is not settled pursuant to Step I, the Union Steward and/or representative, with or without the aggrieved employee, shall present the grievance in writing to the Superintendent or his/her representative within seven (7) working days after the Human Resource Officer's response is due. The Superintendent or his/her representative shall respond to the Steward in writing within seven (7) working days.

Step III If the grievance is not settled pursuant to Step II, the Union Steward and/or representative, with or without the aggrieved employee, shall present the grievance to the School Committee in writing within seven (7) working days after the response of the Superintendent is due. The School Committee shall respond to the Steward in writing within fifteen (15) working days.

Step IV If the grievance is not settled pursuant to Step III, either party may, within fifteen (15) working days after the reply of the School Committee is due, submit a written demand for arbitration 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/her decision within thirty (30) days after the conclusion of testimony and argument.

The expense for the arbitrator's services and 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.

The parties, by mutual agreement, may extend the time deadlines contained in Steps I through Steps IV above.

ARTICLE V
CIVIL SERVICE AND SENIORITY

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 for traffic supervisors with civil service appointments.

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

ARTICLE VI
JOB BIDDING AND POSTING

If a traffic supervisor assignment becomes vacant, the Human Resources Officer shall notify other traffic supervisors of such vacancy, and the vacancy shall be filled in order of seniority of those traffic supervisors who express an interest in transferring to the vacant assignment. If there are no traffic supervisors available for the vacant assignment, traffic supervisors shall be selected from the spare list in order of seniority. If there are insufficient spares to fill vacancies, the School Committee may staff the stations by utilizing police officers to provide coverage on a temporary basis.

ARTICLE VII
UNION REPRESENTATIVES

The name of the Union Steward 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. An elected delegate may attend meetings of the State and National bodies without loss of pay provided two weeks' notice is given in writing to the Human Resources Officer.

One Union representative may be granted time off without loss of pay to participate in investigatory/Weingarten meetings, grievance hearings, arbitrations, civil service hearings and DLR hearings, provided reasonable notice is given to the Superintendent or his/her designee.

ARTICLE VIII **SICK LEAVE**

Employees shall be eligible for seven (7) sick leave days upon appointment/hire as a regular full time Traffic Supervisor and shall be eligible for seven (7) additional days each year thereafter.

Sick leave with pay shall be granted to employees only when they are incapacitated from the performance of their duties by sickness or injury. 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 by 6:30 a.m. for employees scheduled to begin work before 8:00 a.m. and by 12:00 p.m. for employees scheduled to work at 1:30 p.m. or later.

For absence on account of sickness in excess of three (3) days, the Human Resources Officer 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.

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. Regular full time employees suffering an injury on the job related to their work shall continue to earn ordinary sick leave credit during their absence from work due to such injury.

Discretionary sick leave not exceeding fifteen (15) days may be granted by the School Committee provided all accumulated sick leave has been exhausted, and shall be charged against future sick leave credit, provided further that in connection with employees with at least twenty (20) 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.

Upon an employee's retirement or death, the employee will be paid twenty-three dollars (\$23) for each accrued but unused sick day the employee has in excess of ten (10) sick days. In the event of the employee's death, this sick leave buyback will be paid to the spouse or estate of the deceased employee.

ARTICLE IX
BEREAVEMENT LEAVE

An absence with pay not to exceed five (5) days shall be granted in case of the death of an employee's spouse, child, parent, brother, sister, father-in-law, mother-in-law, grandparent, grandchild, brother-in-law, sister-in-law, son-in-law, daughter-in-law or other immediate member of the employee's household. An absence with pay not to exceed one (1) day shall be granted in case of the death of an employee's aunt, uncle, niece, nephew or 1st cousin. If the funeral requires travel or if the employee must attend to the details of the funeral on more than one day, the employee may request an additional bereavement day.

In the event of unusual circumstances, the Superintendent or designee may grant additional days with pay for bereavement leave.

ARTICLE X
PERSONAL LEAVE

Traffic Supervisors will be allowed one personal day per school year to conduct personal, legal, business, household or family matters which require absence during the employee's usual work day. The unused personal day does not carry over into the next school year.

ARTICLE XI
JURY DUTY

A traffic supervisor called for jury duty shall be paid an amount to bring his/her salary up to his/her usual rate of pay. Notice of service shall be submitted to the Human Resources Officer upon receipt of summons.

ARTICLE XII
UNIFORMS

“The School Committee agrees it will annually approve a five hundred dollar (\$500) stipend for each regular, currently employed traffic supervisor to provide for the purchase, maintenance and upkeep of uniforms. If any new traffic supervisors are hired, they will be provided at the time of hire with the basic uniform items needed. They will not receive a separate uniform stipend in that first year of employment.

If a traffic supervisor uses the entire \$500 allowance in a school year, as documented by receipts of purchased uniform items, the School District will agree to purchase the necessary additional uniform items, up to an additional \$100 per employee.

The Parties agree to revise uniform policy/permit employees to purchase warm weather uniform clothing from vendor catalogue. The Union and the Employer will collaborate on appropriate uniform changes to be made, provided, the Employer must agree to any changes made.

ARTICLE XIII
HOURS OF WORK AND PAY RATES

There will be a 2% wage increase for each year of this Agreement.

Traffic Supervisors shall be scheduled to work on those days when school is in session (i.e., the approximately 180 day school year). The School Committee shall determine traffic supervisor assignments. Each traffic supervisor assignment will specify location(s) and time(s)/duration(s). Traffic supervisors are usually assigned to one location for both morning and afternoon posts of 45 minutes in duration in the morning and 45 minutes in the afternoon. However, due to financial constraints, the School Committee reserves the right to assign traffic supervisors to just

one 45 minute post per day, either in the morning or the afternoon. Such assignments will receive pro-rated pay (half of the full day rate) and shall be considered part time positions. The School Committee may adjust the time(s)/duration(s) of traffic supervisor assignments to adjust for early dismissals and delayed starts.

The School Committee reserves the right to add traffic supervisor assignments/positions. The School Committee reserves the right to eliminate some or all traffic supervisor assignments/positions, even when elimination will result in traffic supervisors being laid off or reduced in hours. The School Committee reserves the right to change the location(s) and/or time(s)/duration(s) of traffic supervisor assignments/positions. Should the School Committee decide to exercise its right to add, eliminate or change traffic supervisor assignments/positions, it shall provide the union with 30 days advance notice of the effective date of the addition, elimination or change and offer to bargain over the impacts of the decision, if any.

The rate of pay for traffic supervisors shall be as follows:

Effective 9/1/17 (2% increase):	\$48.55 per day for a full time assignment
	\$24.28 per day for a part time assignment.
Effective 9/1/18 (1% increase):	\$49.04 per day for a full time assignment
	\$24.52 per day for a part time assignment.

Effective 9/1/19 (1% increase): \$49.53 per day for a full time assignment
\$24.77 per day for a part time assignment.

Limited reopener on wages. The parties will reopen negotiations for wages in the event there is an across the board wage increase greater than 1% in FY 19 and FY 20.

Traffic supervisors shall be paid a flat rate of twenty five (\$25) dollars for travel to and from and attendance at any meetings called by the Superintendent or his/her designee.

ARTICLE XIV
MATERNITY LEAVE

A leave of absence without pay will be granted for a period not to exceed six (6) months for the purpose of giving birth, and receiving postpartum care, provided the employee notifies the Human Resources Officer in writing. Upon the expiration of said leave, the employee shall be reinstated to her last designated post. Failure to return to work upon the expiration of said leave will result in termination, unless the employee has received a written extension, from the Human Resources Officer two (2) weeks prior to the expiration date.

Sick leave with pay shall be available during periods of disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom upon the terms and conditions set forth under Article VIII, Sick Leave.

ARTICLE XV
MILITARY LEAVE

Any employee covered by this agreement shall be entitled to a leave of absence to participate in military service in accordance with Federal and State laws. Employees are required to take a leave of absence without pay or may elect to use sick time.

ARTICLE XVI
HOLIDAYS

Thanksgiving Day shall be considered a paid holiday for regular full time traffic supervisors.

ARTICLE XVII
LONGEVITY

Employees with twenty (20) or more years of service shall receive an annual longevity payment of \$350. Longevity will be paid in one lump sum in a separate payroll, typically at the beginning of December each year.

ARTICLE XVIII
MISCELLANEOUS PROVISIONS

1. 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.
2. The School Department agrees to fulfill its obligation pursuant to M.G.L. c. 150E to provide the union with any documents and other information requested in writing by the union.
3. 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.
4. Leaves of absence without pay may be granted by the School Committee in its discretion. Employees shall not receive seniority credit for any absence during such a discretionary leave.

5. Traffic Supervisors shall have access to the Community Safety Room without charge for regular and/or emergency meetings on an as needed basis as determined by the Human Resources Officer and the Head Traffic Supervisor.
6. 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.
7. The School Committee will establish one additional professional day to be scheduled within the first month of the school year. Traffic Supervisors will receive their regular rate of pay for this professional day.
8. The parties will create a joint task force to discuss traffic supervisor locations in Arlington. In agreeing to this task force, the School Committee does not waive its right to finally determine traffic supervisor locations based on budgetary needs and other relevant factors.

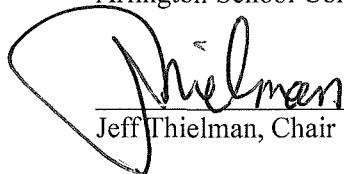
ARTICLE XIX

DURATION

The effective dates of this Agreement are July 1, 2017 through June 30, 2020. If a successor bargaining agreement is not reached by the termination of this agreement, this agreement shall remain in full force and effect until such time a successor agreement is reached.

This Agreement entered into this 5th day of September, 2017

Arlington School Committee



Jeff Thielman, Chair

AFSCME Council 93, Local 680 – Traffic Supervisors

Staff Representative, AFSCME Council 93



President, AFSCME Council 93, Local 680



Chapter Chair, AFSCME Council 93, Local 680



Traffic Supervisor, AFSCME Council 93, Local 680



Traffic Supervisor, AFSCME Council 93, Local 680