

Contract

Dedham Public Schools Traffic Directors

September 2015 through August 2016

September 2016 through August 2017

This Agreement entered into on June 26, 2015, by and between the Town of Dedham School Committee (the "Committee") and the Dedham Traffic Directors Association (the "Association"), sets forth wages, hours and other terms and conditions of employment for employees in the bargaining unit represented by the Association.

Article I - Recognition and Bargaining Unit

- 1.1 The Committee hereby recognizes the Association as the sole and exclusive bargaining agent for the purposes of collective-bargaining for all Traffic Directors, but excluding all other employees.

Article II - Management Rights

- 2.1 All rights and authority of the Committee are retained by the Committee except to the extent those rights are specifically and explicitly modified by the express provisions of this Agreement. No such rights or authority shall be deemed waived or modified unless the waiver or modification is in writing and signed by the Committee and the Association.

Article III - Wages

Two Year Contract

- 3.1 2% Effective September 1, 2015, the hourly rate shall be \$16.15 (40 weeks minimum)
3.2 2.5% Effective September 1, 2016, the hourly rate shall be \$16.55 (40 weeks minimum)

Article IV - Sick Leave/Personal Days

- 4.1 Employees covered by this Agreement shall be entitled to ten (10) days of paid sick leave per contract year. Unused sick leave may be accumulated from year-to-year to a maximum of twenty (20) days. Up to 10 days of unused sick leave may be "cashed-in" at the end of the school year at a rate (equal to one-half the rate of pay) in effect for that year. One (1) days sick leave pay shall be equal to one-fifth (1/5) of the number of hours per week in the employee's normal schedule. Employees covered by the agreement shall be entitled to three (3) personal days per year. Unused personal days will be forfeited.

Article V - Bereavement Leave

- 5.1 Employees covered by this Agreement shall be entitled to three (3) days paid leave at any one time in the event of the death of the individual's spouse, child, parent, grandparent, sibling, son-in-law, daughter-in-law, mother-in-law, father-in-law, or member of the family living in the immediate household. Such leave will not be charged against accumulated sick leave.

Article VI - Health Insurance

- 6.1 Employees in the employ of the School Committee as of June 29, 1993 are eligible to participate in the Group Medical Insurance available to other employees of the School Department on the same conditions as those in effect on the effective date of this Agreement. Employees hired after June 29, 1993 are similarly eligible if they work more than 18.75 hours per week. These employees will receive an additional \$20.00 per pay period (bi-weekly) if enrolled in an individual plan. If enrolled in a family plan, the employee will receive an additional \$30.00 per pay period (bi-weekly).

Article VII - Retirement Benefits

- 7.1 Employees covered by this Agreement who otherwise qualify are eligible to participate in the retirement system available to other employees of the school department on the same conditions as those in effect on the effective date of this Agreement.

Article VIII - Just Cause

- 8.1 Employees shall not be disciplined, suspended, terminated or discharged without just cause.

Article IX - Layoff

- 9.1 In the event that the Committee decides to lay off employees covered by the Agreement, employees with the least seniority shall be laid off first. An employee's seniority shall be determined according to the employee's continuous service as a Traffic Director.

Article X - Grievance Procedure

A. It is the declared objective of the parties to encourage prompt resolutions of grievances. The parties recognize the importance of prompt and equitable disposition of any complaint at the lowest organizational level possible. Any persons covered by this Agreement, the Association and the Committee shall have the right to present a grievance.

B. Any question, problem or disagreement may be discussed at any time, on an informal basis, between any individual, on behalf of himself/herself or others, and his/her immediate supervisor or other representative of management, without such informal discussion being considered a part of the grievance procedure herein set forth.

C. The term "grievance" shall include only those claims or disputes which allege a violation of a specific provision of this Agreement.

D. Failure to institute a grievance within the time limits set forth in Level One, Two and Three in paragraph H of this Article shall be conclusively deemed to constitute a waiver of all rights under this article. Failure at any step of this procedure to appeal the grievance to the next step within the specified time limit shall be deemed to be acceptance of the decision rendered at that step.

E. For purposes of this Article, the term "school days" shall be defined as those days when school is actually in session.

F. By mutual consent of the parties involved in the grievance procedure, the time schedule may be shortened or lengthened.

G. The grievance at any level will be in writing and signed and shall set forth the precise date, time and place of the grievance and shall set forth the facts giving rise to the grievance and the section of this Agreement that is believed to be violated.

H. **LEVEL ONE** - An employee with a grievance shall, with or without a representative of the Association, present it in writing to the immediate supervisor or building principal within ten (10) school days of the earlier of the date that the grievant knew or should have known of the event giving rise to the grievance. The immediate supervisor shall initial the written grievance together with the grievant and/or an Association representative, noting the date and time of the receipt of the grievance.

In the event that a grievance affects a group or class of employees, the group or class of employees may request the Association to submit the grievance on their behalf commencing at Level One provided, however, that the ten (10) school day time limitation for instituting grievances shall begin to run from the date of the first of the alleged violations. Upon request, the immediate supervisor shall meet with the aggrieved employee(s) in an effort to settle the grievance. Any meeting with reference to the above shall be held during non-school hours. The employee shall be notified of decisions in writing no more than ten (10) school days after the submission of the grievance at Level One or the Level One meeting, whichever is later.

LEVEL TWO - In the event that the grievance is not settled at Level One, the original written grievance may be submitted to the Superintendent of Schools or his/her designee within ten (10) school days of the receipt of notification of an adverse decision.

Upon request, the Superintendent or his/her designee shall meet with the aggrieved employee in an effort to settle the grievance at this level. This Level Two meeting shall normally be held within ten (10) school days after receipt of the grievance by the Superintendent, unless the Superintendent requires a longer period in which to arrange the meeting. The aggrieved employee shall be notified of the Superintendent's decision within ten (10) school days following the presentation at Level Two, or the Level Two meeting, whichever is later.

LEVEL THREE - In the event the grievance is not settled at Level Two, the original written grievance may be submitted to arbitration by the Association or the School District in accordance with the following procedure:

1. A request for arbitration shall be made in writing to the American Arbitration Association within twenty (20) school days of receipt by the grievant or the Association (whichever occurs sooner) of an adverse decision at Level Two.
2. The party, requesting the arbitration shall execute and mail a written request to the American Arbitration Association for the appointment of an arbitrator, and a copy of said request shall be simultaneously mailed to the other party. The selection of an arbitrator will then be made in accordance with the rules and regulations of the American arbitration Association.
3. The authority of the arbitrator shall be limited to the terms and provisions of this Agreement and to the question or questions which are submitted. The arbitrator shall be bound by the provisions of this Agreement and he/she shall not have any authority to establish salaries or other forms of compensation. The arbitrator shall not have any authority to change the established salary schedule or other forms of compensation as provided in this Agreement, to establish any terms or conditions of employment or to add to, subtract from, modify or otherwise change any of the terms or provisions of this Agreement. The arbitrator shall have no authority to make any decisions or award retroactive relief beyond the date on which the grievance was first filed at Level One. The decision of the arbitrator shall be final and binding upon all parties.
4. The costs of the services of the arbitrator shall be borne equally by the Committee and the Association.
5. Each party shall pay its own expenses for the presentation of its case to the arbitrator.

Article XI - Uniforms

11.1 The Committee will provide each employee with all articles of the regulation uniform (except shoes). All such articles shall remain the property of the Committee and shall be worn only in the course of their normal duties. The Committee will replace uniform articles as a result of normal wear and tear or if damaged during the course of duty. Uniforms damaged through negligence of the employee or lost items will be replaced at the expense of the employee. Disbursement of these funds shall be at the discretion of the Assistant to the Superintendent for Business and Finance.

Article XII - Post Assignments

12.1 Post assignments for all Traffic Directors will be determined by the Assistant to the Superintendent for Business Affairs based upon the operating needs of the school department; notwithstanding the foregoing, employees may bid for open post assignments by seniority, and in the event of conflict among employees in choice of such assignments, preference will be given to the employee with the greatest seniority.

Article XIII - Overtime

13.1 Employees who are requested to work during school vacation periods (summer, winter, spring, etc.) or on a holiday, shall be paid overtime compensation therefore on a straight-time hourly rate for each hour or fraction thereof, in addition to their regular weekly compensation. It is understood that employees shall not be requested to work during the summer school vacation period, except in an emergency.

Article XIV - Vacations/Holidays

14.1 Employees shall receive as annual paid vacation the same vacation periods granted school teachers (i.e., winter vacation, Christmas/New Year's Day, Thanksgiving vacation, and spring vacation). Employees shall also receive as paid holidays all school department holidays.

Article XV - Longevity

15.1 Each permanent traffic director covered by this Agreement shall be entitled to annual longevity payments in addition to the regular compensation as follows:

<u>Years of Service Completed</u>	<u>FY15</u>	<u>FY16</u>	<u>FY17</u>
Five (5)	\$150.00	\$150.00	\$150.00
Ten (10)	\$175.00	\$200.00	\$200.00
Fifteen (15)	\$200.00	\$250.00	\$250.00
Twenty (20)	\$250.00	\$300.00	\$300.00
Twenty-five (25)	\$300.00	\$350.00	\$350.00

Payments under this Article shall be made in December to those employees who have attained these longevity benchmarks as of December 1st.

Article XVI - Effective Date and Duration

16.1 This Agreement shall become effective July 1, 2015 and shall continue in full force and effect to August 31, 2017.

June 30

This Agreement shall continue in full force and effect until a successor Agreement is executed, provided, however, that this Agreement shall terminate upon either party giving the other no less than sixty (60) days written notice to such effect which notice shall not be given earlier than September 1, 2017.

July 1

FOR THE TOWN OF DEDHAM SCHOOL COMMITTEE

[Signature] - (TOM RYAN) *[Signature]* - (RACHEL MCGREGOR)
[Signature] - (SUSAN BUTLER-WAIKO)

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FOR THE TOWN OF DEDHAM SCHOOL COMMITTEE

TRAFFIC DIRECTORS

Sandra Smith

Louaine Le Clair
