

AGREEMENT

Between

THE FALL RIVER SCHOOL COMMITTEE

AND

AMERICAN FEDERATION OF STATE, COUNTY

AND MUNICIPAL EMPLOYEES

AFL-CIO, COUNCIL 93, LOCAL 1118

CAFETERIA WORKERS

July 1, 2006 – June 30, 2009

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ARTICLE I
AGREEMENT

WHEREAS, the Fall River School Committee (hereinafter "the Committee" or "the Employer") and American Federation of State, County, and Municipal Employees, AFL-CIO, Council 93, Local 1118, Cafeteria Workers (hereinafter "the Union" and jointly referred to as "the Parties") have met for the purpose of negotiating a Successor Collective Bargaining Agreement to the 2003-2006 Agreement.

The Parties now agree to the following changes for the July 1, 2006, through June 30, 2009, Contract:

ARTICLE II
RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing wages, hours, and other conditions of employment for all permanent and temporary cafeteria workers employed by the City of Fall River School Committee working fifteen (15) hours or more per week, excluding CETA employees and all other employees.

ARTICLE III
DISCRIMINATION AND COERCION

The Employer will not discriminate against any employee because of her/his activity or membership in the Union. The Employer further agrees that there will be no discrimination against any member for her/his adherence to any provision of this Agreement or her/his refusal to comply with any order which would violate this Agreement.

The Union, its officers or members, shall not intimidate or coerce employees in exercising their legal right to join or refrain from joining an employee organization.

The Union further agrees that it will not conduct its business during working hours except business normally done in the operation of the Grievance Procedure and formal negotiations.

ARTICLE IV

GRIEVANCE PROCEDURE

1. The purpose of the procedure set forth in this Article is to produce prompt equitable solutions to those problems which from time to time may arise and affect the conditions of employment of the employees covered by this Agreement. The Employer and the Union desire that such procedure shall always be as informal and confidential as possible.
2. Nothing contained in this Article shall be construed as limiting the right of any aggrieved employee from discussing her/his grievance informally under the grievance procedure and from having her/his grievance adjusted, without the intervention of the Union, providing any such adjustment is not inconsistent with the terms of this Agreement and provided that the Union has been given the opportunity to be present at such adjustment and to state its views. Grievance discussions shall take place during duty hours after prior approval of the Superintendent or his/her designee.
3. A **grievance** is defined as a question, complaint, or dispute involving the meaning, application or interpretation of or compliance with the terms and provisions of this Agreement. Any matter which is not specifically covered by the provisions of this Agreement or which is reserved to the discretion of the Employer by the terms of this Agreement shall not be the subject of a grievance.
4. Grievances, except as are otherwise provided for herein, shall be processed in accordance with the following procedure:

A. **Level One**

The aggrieved employee shall first present her/his grievance orally or in writing to her/his immediate supervisor. If the grievance is presented in writing, it shall give a summary of the facts involved, the provision or provisions of this Agreement allegedly violated, and the relief desired. The immediate supervisor shall advise the aggrieved employee in writing of the decision made with respect to the grievance within three (3) working days after the grievance is presented.

B. **Level Two**

If at the end of the three (3) working days next following the presentation of the grievance at Level One the grievance shall not have been disposed of to the employee's satisfaction, the aggrieved employee or the Union may, within five (5) working days thereafter submit her/his grievance in writing to the

Superintendent. The written grievance shall give a summary of the facts involved, the provision or provisions of this Agreement allegedly violated, and the relief desired.

Within five (5) working days after receipt of the written grievance, the Superintendent shall meet with the aggrieved employee and a representative or representatives of the Union in an effort to settle the grievance. In the event of the absence or disability of the Superintendent, his/her designated representative shall act on his/her behalf.

Within five (5) working days after the conclusion of said meeting, the Superintendent or his/her representative, as the case may be, shall advise the aggrieved employee and Union in writing of her/his decision concerning the grievance. The Superintendent may delegate her/his rights and duties hereunder to the Assistant Superintendent for Administration.

C. **Level Three**

If at the end of the ten (10) working days next following the presentation of the grievance at Level Two the grievance shall not have been disposed of to the employee's satisfaction, the aggrieved employee or the Union may, within five (5) working days thereafter, submit her/his grievance in writing to the Employer.

Within ten (10) working days after receipt of the written grievance, the Employer shall meet with the aggrieved employee and a representative or representatives of the Union in an effort to settle the grievance. The Employer shall, within ten (10) working days after the conclusion of said meeting, advise the aggrieved employee and the Union in writing of its decision with respect to the grievance.

D. **Level Four**

If the Union is not satisfied with the disposition of the grievance at Level Three or if no decision has been rendered within ten (10) working days after said meeting of the Employer, the Union, and the aggrieved employee, the Union may, by giving written notice to the Employer within ten (10) working days after the date of the Employer's decision in Level Three or within twenty (20) working days after said meeting with the Employer if no decision has been rendered, present the grievance for arbitration. In such case, the following procedure will be followed:

1. The Employer and the Union shall forthwith submit the grievance to an Arbitrator, the State Board of Conciliation and Arbitration, or to such

other Arbitration Tribunal, as may be mutually agreed upon, for disposition in accordance with the applicable rules of said Arbitrator, State Board of Conciliation and Arbitration, or such other Arbitration Tribunal. If the parties cannot agree to a particular arbitration tribunal, the grievance shall be submitted to the American Arbitration Association.

2. The Arbitrator selected shall hold hearings promptly and, unless the time shall be extended by mutual agreement, shall issue his/her decision not later than thirty (30) days from the date of the close of the hearings; or if oral hearings have been waived, from the date of submission to him/her of the final statements, proofs, and briefs.
3. The Arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusion. The authority of the Arbitrator shall be limited to the terms and provisions of this Agreement and the question or questions which are submitted. The Arbitrator shall have only the power to interpret what the parties to this Agreement intended by the specific clause in the Agreement which is at issue. The Arbitrator shall have no authority to establish wages or other compensation, nor to alter, modify or change in any way the terms and provisions of this Agreement.
4. The decision of the Arbitrator shall be final and binding upon the Employer, the Union, and the aggrieved employee.
5. The fee and expenses of the Arbitrator and the expenses directly related to the arbitration hearing shall be shared equally by the Employer and the Union.
6. If at the end of the thirty (30) working days next following the occurrence of any grievance or the date of first knowledge of its occurrence by any employee affected by it the grievance shall not have been presented at Level Two of the procedure set forth above, the grievance shall be deemed to have been waived. Any grievance in course under such procedure shall also be deemed to have been waived if the action required to present it to the next level in the procedure shall not have been taken within the time specified in the procedure. If the Employer does not respond within the time limit set forth, the Union may process the Agreement to the next level.
7. If a grievance affects a group or class of employees, the aggrieved employee or the Union may submit such grievance in writing directly to the Superintendent and the processing of such grievance will begin at Level Two as set forth above.

8. The time limits herein above specified for the bringing and processing of a grievance may be extended by mutual agreement of the Union and the Employer.
9. No written communication, other document, or record relating to any grievance shall be filed in the personnel file of any employee involved in presenting such grievance.
10. Notwithstanding anything to the contrary, no dispute or controversy shall be a subject for arbitration unless it involves meaning, interpretation, or application of the express language of a specific provision of this Agreement. The Arbitrator shall have no power to alter, add to, subtract, or modify any provisions of this Agreement.

ARTICLE V

HOURS OF WORK

The basic workweek for all full-time employees shall consist of thirty-five (35) hours scheduled over five (5) consecutive seven (7) hour workdays, Monday through Friday. The regular hours of work each day shall be consecutive, except interruptions for lunch periods, and shall extend through seven (7) hours or until work and preparation for the next day are complete. The workweek and the workday described in this paragraph shall not be deemed a guarantee by the Employer that any particular number of hours of work will be available nor in any way limit or restrict the right of the Employer to schedule additional hours of work or to schedule overtime work.

The basic workweek for all part-time employees shall be scheduled over five (5) consecutive workdays, Monday through Friday.

The workweek described in the paragraph shall not be deemed a guarantee by the Employer that any particular number of hours of work will be available nor in any way limit or restrict the right of the Employer to schedule additional hours of work.

The starting and ending times of the daily work schedules shall be determined and fixed by the Employer, and such schedules may be changed from time to time by the Employer to meet changing conditions of operations. All employees shall have a daily lunch period of not more than thirty (30) minutes without pay after serving lunch to the students.

ARTICLE VI

WAGES

The compensation of each employee shall be determined in accordance with and shall conform to the wage schedules and the effective dates thereof set forth in Appendix A, which is attached hereto and made a part hereof. The Employer shall determine, in accordance with the provisions of this Article and said wage schedules, the rate of compensation of each employee.

Each employee presently employed shall be placed at the proper step on the wage schedule for the position in which she/he is employed in accordance with the number of years of her/his continuous employment in such position by the Employer.

Any employee temporarily filling a position carrying a higher rate of pay shall receive the higher rate of pay for all time worked in that position.

Part Time Preparation Kitchen Employees

Part-time employees working in a Preparation Kitchen will receive a twenty-five cent (.25) per hour increase effective September 1, 2004.

Increase for Contract Period

FY 2007, effective 1/1/07 - 2% increase

FY 2008, Effective 7/1/07 - 2.5% increase

FY 2009, effective 7/1/08 - 2.5% increase

and effective 6/30/09 - 2% increase

Added Note: When current Assistant Production Supervisor at the Silvia *leaves*, this position will be reclassified as "Cook Manager"

ARTICLE VII

OVERTIME AND CALL-BACK PAY

Any work performed at the request of the Employer in excess of seven (7) hours per day or thirty-five (35) hours per week shall be considered overtime and shall be paid at the rate of one and one-half (1 1/2) times the regular rate of pay. All work performed on Sunday shall be paid at the rate of two (2) times the regular rate of pay. Hours worked for the purpose of computing overtime shall include all hours the employee is in a pay status.

In the event an employee is called back to work on the same day after she/he has completed her assigned work and left her/his place of employment or in the event an employee is called in to work on one of her/his scheduled days off, she/he shall be provided with not less than one (1) hour of work or one (1) hour of pay at one and one-half (1 1/2) times her regular rate of pay.

Upon returning to work after five (5) or more consecutive absences, the Superintendent or Superintendent's designee may also require the employee to provide a written statement from a qualified physician that documents that the employee is able to return to work.

The Superintendent or Superintendent's designee may require an employee who has been absent for 12 or more days in a given work year or who has a pattern of sick leave misuse, to provide a written statement from a qualified physician that documents that the employee was not able to work. This statement will be applicable to each instance of sick leave not each consecutive day.

The Committee reserves the right to have an independent physician examine any employee, at School Department expense, who is claiming sick leave, who in the Committee's opinion may not be entitled to that claimed sick leave and/or who may be able to perform work duties. The opinion of the independent physician shall be final.

Annual sick leave with full pay shall be allowed all full-time Cafeteria Workers at a rate of **sixteen (16) days per year**. Unused sick leave may be accumulated from year-to-year without limit. It is now in effect that full-time Cafeteria Workers shall be credited with all days previously defined as being held "in reserve".

Full-time employment prior to the commencement date of this Agreement is to be computed in determining eligibility.

Workman's compensation benefits payable in connection with such illness or injury are deductible from such sick benefits.

Absence due to quarantine periods within the household of a cafeteria employee shall be paid for in full and shall not apply against the credit of sick leave, provided the cafeteria employee takes temporary residence in a place where there are no children attending school and provided she/he immediately notifies the Superintendent of Schools and the Board of Health of said change of residence, and that she/he remain under the observation of the Board of Health during the period of quarantine and is given at the end of the period a certificate by the Board of Health authorities permitting the employee to return to work.

By September 14th of each year employees will be provided with a summary of their accrued sick leave through the previous June 30th.

Sick Leave Buy Back

As of July 1, 2004, the lesser of fifty (50) days or the actual number of sick leave accumulated shall be paid upon death or retirement. As of July 1, 2005 the lesser of fifty-five (55) days or the actual number of sick leave accumulated shall be paid upon death or retirement. Such payment shall be made only once for each employee.

Sick Leave Perfect Attendance

Full-time Cafeteria Workers who have perfect sick leave attendance during a *calendar year* shall receive \$200 within the thirty (30) days next following the last day of employment in that school year.

The sick leave provisions within this contract will not conflict with the Family Medical Leave Act.

ARTICLE X

LEAVES WITH PAY

Full-time employees will be granted leave as follows:

Jury Duty:

The Employer agrees to make up the difference in an employee's wages between a normal week's wages and compensation received for jury duty, none of which is to be charged to annual leave or sick leave.

Personal Days:

During the term of this contract, a study group made up of administration and of the Union, will review policies related to the use and approval of personal days.

Employees will be entitled to three (3) days leave of absence for personal, legal, business, household, or family matters which require absence during working hours. Application for personal leave will be made at least twenty-four (24) hours before taking such a leave, except in cases of emergencies. The applicant for such leave will not be required to state the reason for taking such leave other than that she/he is taking it under this section, except that before and after a holiday an employee may be required to document their need only to the office of the Superintendent. Such absence shall not be deducted from the number of sick leave days to the credit of an employee.

Personal days will accumulate at the rate of one (1) day per year.

Up to four (4) days emergency leave shall be granted, without loss of pay, in the event of serious illness in the employee's immediate family requiring bedside or household attention. Immediate family consists of: husband or wife, mother or father, brother or sister, grandchildren, children, grandparents, or any member of the immediate household.

Funeral Leave:

Four (4) days for death in immediate family and one (1) day for relative's funeral. Immediate family consists of: husband or wife, mother or father, brother or sister, children or grandchildren, grandparents, mother, father, sister, brother-in-law, daughter-in-law and son-in-law or any member of the immediate household. There shall be no loss of credit from annual or cumulative leave or loss of salary.

ARTICLE XI

MANAGEMENT RIGHTS

Nothing in this Agreement shall be deemed to derogate from or impair any power, right, or duty heretofore possessed by the Employer except where such right, power, or duty is limited by this Agreement.

ARTICLE XII

CIVIL SERVICE LAW

The Employer and the Union shall recognize and adhere to all Civil Service and State Labor Laws, Rules and Regulations, relative to Seniority promotions, transfers, discharges, removals, and suspensions.

ARTICLE XIII

SCOPE OF AGREEMENT

1. Bulletin Board

A Bulletin Board for the publishing of notices of a routine nature will be maintained in a conspicuous place in the School Administration Building.

2. All reasonable benefits

Privileges or working conditions existing prior to this Agreement and not in conflict with this Agreement shall remain in full force and effect during the term of this Agreement. In the event that a question should arise as to whether

a condition of employment is a reasonable past practice and should continue in effect as a practice, the parties to this Agreement shall meet and attempt to resolve the issue. In the event that the parties cannot agree, the matter shall be submitted to arbitration under the provisions and procedures of this Agreement.

A past practice, as set forth above, is not to be construed as setting general practice when it relates solely to an individual.

3. **No Discrimination**

The parties to this Agreement agree that they shall not discriminate against any person because of race, creed, color, or age, and that such persons shall receive the full protection of this Agreement.

4. **Access to Premises**

The Employer agrees to permit representatives of the American Federation of State, County, and Municipal Employees, AFL-CIO and/or Council 93, and/or Local 1118 to enter the premises at any time for individual discussion of working conditions with employees, provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to the employees or with the proper educational operation of the schools.

5. **Consultation Procedure**

The Employer agrees that once during the months of October, December, February, and April, prior to the fifteenth of each said months, it will meet with representatives of the Union in special session for the purposes of discussing such matters as the Union determines.

6. **Full Bargained Provisions**

The parties agree that they have fully bargained and agreed upon all terms and conditions of employment and that this Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.

7. **Separability and Savings**

If any provisions of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction including but not limited to the Division of Civil Service, or if compliance with or enforcement of any

provisions should be restrained by such tribunal pending a final determination as to its validity, such provisions shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

8. **Work Continuity**

The Union agrees that for the life of this Agreement there shall be no strike, slowdown, sick-out or other similar concerted action.

ARTICLE XIV

HOLIDAYS

The following days shall be considered to be paid holidays for full-time employees:

New Year's Day	Martin Luther King Day
Washington's Birthday	Good Friday
Patriot's Day	Memorial Day
Columbus Day	Veteran's Day
Thanksgiving Day	*Friday after Thanksgiving
*Day before Christmas	Christmas Day
*Day before New Year's Day	Labor Day

Full-time employees will receive one day of compensation during which school is cancelled because of inclement weather.

**These days granted only if there is no session of school.*

When a holiday falls during a scheduled vacation, it shall be considered part of that vacation and not a holiday.

July 4th will be a paid holiday when employees eligible for holiday pay are scheduled to work any part of that week.

In the event that a holiday falls on a Saturday, all full-time employees scheduled to work from Monday through Friday shall be paid an additional day's salary at straight-time rate. All holidays shall be those in which the State decrees that all school buildings be closed.

To replace election days, one (1) holiday will be added to the first paycheck of each school year and one (1) holiday will be added to the last paycheck of each school year.

ARTICLE XV

LONGEVITY

Full-time employees shall be compensated for longevity according to the schedule below. Longevity payment shall be computed from anniversary date.

After five (5) years of service:	\$ 5.00 per week
After ten (10) years of service:	\$10.00 per week
After fifteen (15) years of service:	\$12.50 per week
After twenty (20) years of service:	\$15.00 per week
After twenty-five (25) years of service:	\$25.00 per week

ARTICLE XVI

UNION REPRESENTATIVES

A written list of union stewards and other representatives shall be furnished to the Employer immediately after their designation and the Union shall notify the Employer of any changes. The number of stewards and representatives shall be limited to no more than four (4) persons.

The representatives of the Union will be relieved from all regular duties without loss of pay, as necessary, in order to permit their participation in negotiation meetings between the negotiator and the Union scheduled during a working day. When it is necessary for representatives of the Union to schedule meetings during the working day in order to prepare for negotiations or to investigate a grievance, the various committees will, upon notice to the Superintendent of Schools by the Union representative, be released, as necessary, without loss of pay in order to permit participation in such meetings. Any cafeteria employee whose appearance at such investigations, meetings, or hearings as a witness is necessary will be accorded the same right. The Union agrees that these rights will not be abused. The Superintendent will make every effort to comply with all reasonable requests.

ARTICLE XVII

VACATIONS

Vacation pay shall be paid to all full-time employees covered hereunder as follows:

After two (2) years employment:	Five (5) days
After five (5) years employment:	Ten (10) days
After ten (10) years employment:	Fifteen (15) days

Vacation time shall be taken after the close of the school year. Additionally, full-time workers will be paid for the Christmas, winter, and spring school vacations.

ARTICLE XVIII

GENERAL

1. The Employer will, upon request, provide the Union with any documents or other information which may be available for the Union to process grievances under this Agreement.
2. The Employer agrees to permit representatives of AFSCME, AFL-CIO, and/or Council 93 and/or Local 1118 to enter the premises at any reasonable time for individual discussion of working conditions with members of the bargaining unit provided that the representative notifies the Supervisor that he/she is in the building and that he/she conducts his/her business as promptly as possible.
3. **Seniority:** A seniority list for all part-time employees will be used for the purpose of filling a full-time vacancy where this is not in conflict with Civil Service regulations.
4. **Clothing:** Rubber gloves will be supplied to those employees who, during the course of their work, need them.

All employees who work twenty-five (25) hours per week or more shall receive a Clothing Allowance as follows:

300 per year, effective July 1, 2008

Payment shall be made once per year during September of the applicable year to all eligible employees on the payroll during that month.

Uniform Requirements

WOMEN

Colored tops with white skirt/pants or white culotte-type (knee length) shorts; or full white uniform.

MEN

White knit shirt or shirt/jacket top with Dickie-type work pants.

BOTH

No jewelry except wedding ring, watch, small stud earrings, health ID bracelet. Everyone must wear safety shoes with a rubber sole; effective hair restraints: hairnet for women, cap for men.

THE FOLLOWING CLOTHING ITEMS ARE NOT ACCEPTABLE AND MAY NOT BE WORN:

Jeans Muscle Shirts
Stirrup Pants
Spandex Clothing
T-shirts

Tank Tops
Sweat Pants
Shorts

5. No temporary, provisional, or intermittent employee shall be disciplined nor discharged, except for justifiable cause which shall specifically include but will not be limited to lack of funds or failure to appear on applicable Civil Service lists, after having successfully served a probation period of six (6) months of service.
6. Cost of printing and distributing this contract to Cafeteria Workers will be borne by the Employer.
7. In the event that any organization requests use of the kitchen facilities in any of the cafeterias, a cafeteria worker must be hired to oversee the use of these facilities.
8. Blue Cross Blue Shield Co-payments for prescription medication will increase so that the current \$3 payments will become \$5 payments and current \$4 payments will become \$10 payments. These co-payments do not apply to prescriptions provided

through FallRiverMeds, the city employees' optional mail order program which does not require any co-payments. Office visit co-payments for all health insurance plans will increase from Five Dollars (\$5.00) per visit to Ten Dollars (\$10.00) per visit. This change will not take effect until an agreement has been reached with all city and school department bargaining units.

9. Administration will make a good faith effort to provide 1 week's notice for school picnics and outings which will require modification to school lunch plans.

ARTICLE XIX

IN-SERVICE TRAINING

It has been the practice of the State Bureau of Nutrition, Department of Education, to sponsor in-service training programs of one week's duration at a site of their choosing prior to the beginning of school in the Fall.

Permanent, full-time employees will receive in-service training as provided by the Nutrition Office. The right to determine who attends shall rest with the Coordinator of Food Services. Additional compensation will be made if it is an extended day.

ARTICLE XX

AGENCY FEE

The Employer, with regard to the cafeteria employees covered by this Agreement, shall require as a condition of employment during the life of this Agreement the payment on or after the thirtieth day following the beginning of such employment or the effective date of such Agreement, whichever is later, a service fee to the employee organization which, in accordance with the provisions of the General Laws, Chapter 150E, is designated by the Labor Relations Commission as the exclusive bargaining agent for the unit in which such employee is employed; provided, however, that such service fee shall not be imposed unless the collective bargaining agreement requiring its payment as a condition of employment has been formally ratified pursuant to a vote of a majority of all employees in such bargaining unit present and voting. Such service fee shall be set by the Union and shall be proportionately commensurate with the cost of collective bargaining and contract administration.

ARTICLE XXI - EVALUATION

Section 1.

Performance evaluations are designed to serve the needs of both the employee and Employer. An organized program for employee performance evaluation will:

- A. Improve employee satisfaction and potentially reduce employee absenteeism, turnover, and grievances
- B. Serve as an important motivational tool and improve the quality of job performance
- C. Enhance the ability to achieve School Department goals through improved supervisor-employee communications
- D. Base personnel actions on objective, accurate and fair performance appraisals
- E. Monitor the performance of probationary employees on a timely basis.

Performance evaluation is the review and rating of all factors relevant to an employee's effectiveness on the job. It involves observation, guidance, training and open communication between the employee and supervisor. For it to be of significant benefit to both the individual employee and the Employer, it should be a continuous process.

Performance evaluation should be seen primarily as a developmental tool. Its purpose is to assess an employee's job-related strengths and weaknesses and develop his/her competence to the fullest. In a correctly executed evaluation, the supervisor and the employee work together to find the means by which the employee's ability can be strengthened and directed.

Section 2.

Probationary employees shall be evaluated at the completion of the first three months of probationary service and again at the completion of six months of probationary service, Performance evaluation of a non-probationary employee shall be made once per year and be completed by May 1 of each year or the first three years of service in a respective position and once every two years after three years of service. During the first year that this evaluation is implemented (Fiscal Year 2008), one-half of the employees with three or more years of service will be selected randomly for evaluation during that year, beginning their two-year cycle. The remaining employees with three or more years service will begin their two-year evaluation cycle in the second year of implementation.

Such evaluation will be recorded in writing on the attached form and shall be based on the following criteria:

- A. Quality and quantity of work;
- B. Work habits;
- C. Work attitudes;
- D. Working relationships with others; and,
- E. Supervisory ability (if employee supervises others).

Section 3.

Each employee shall receive a written copy of his/her evaluation and shall be entitled to discuss the evaluation with his/her immediate supervisor and, if requested, with the supervisor of the next higher level than the immediate supervisor who has been assigned to review the performance evaluation. Full-time cafeteria workers will be evaluated by the Coordinator of Cafeterias.

Evaluations that are conducted by a member of the employee's bargaining unit will also be conducted and cosigned by the next immediate supervisor. Principals will have input to evaluations of staff who are assigned full time to their respective schools. All evaluations will be reviewed by each employee's respective Department Head. Respective Department Heads will not be members of the employee's bargaining unit.

Section 4.

The Executive Director of Human Resources, or her/his designee, shall receive and review all evaluations from the immediate supervisors and shall retain such evaluations, together with any recommendations made on the basis of any such evaluation, and evidence or materials submitted in support of such evaluation, in the respective Official Personnel File of each employee.

Section 5.

Any evaluation so retained in respect of any employee may be reviewed by such employee in the office of Human Resources at any reasonable time upon prior written notice, or whenever otherwise mutually agreed upon by the Executive Director of Human Resources and the employee. An employee shall have the right to file a written statement in response to any such evaluation.

Section 6.

- A. An employee may not grieve the substance of his/her evaluation, except where such evaluation results in a negative action.
- B. Employees may grieve the evaluation procedure, as set out in the preceding sections of this Article.

Section 7.

Individuals must be evaluated using the agreed upon process and form in order to be eligible for and receive the subsequent salary increases. An employee, who is not evaluated through no fault of her/his own, will remain eligible for salary increases and will receive agreed upon salary increases.

To the extent that an additional evaluation is necessary or required, such evaluation shall not be deemed to alter or amend the normal sequence of evaluations otherwise set forth in this description.

ARTICLE XXII

DURATION

This Agreement shall become effective July 1, 2006 and shall continue in effect to and including midnight June 30, 2009.

In witness whereof, the parties hereunto set their hands and seal this ____ day of

**FALL RIVER, MASSACHUSETTS
SCHOOL COMMITTEE**

by



Mayor, William F. Whitty Chairperson



Brian Bigelow, Vice-Chairperson



Kevin Aguiar



Shawn Cadime



Mark Costa



Timothy P. McCoy



Marilyn Roderick



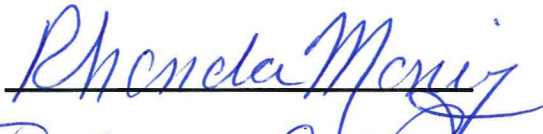
**Bruce Assad, Legal Counsel
Fall River Public Schools**





**Corporation Counsel
City of Fall River**

**AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO, COUNCIL 93,
LOCAL 1118**

By: 
**Karen Hathaway
Staff Representative**







APPENDIX A

Cafeteria Salary Scale

July 1, 2006 through June 30, 2009

Positions	FY 06	FY 07 Effective 1/1/07	FY 08 Effective 7/1/07	FY 09 Effective 7/1/08	FY 09 Effective end of day 6/30/09
		2.0%	2.5%	2.5%	2.0%
Nutrition Supervisor	16.4226	16.7511	17.1699	17.5991	17.9511
Asst. Nutrition Supervisor	14.2201	14.5045	14.8671	15.2388	15.5436
Cook Manager: Durfee	16.4226	16.7511	17.1699	17.5991	17.9511
Asst. Cook Mgr: Durfee	14.2201	14.5045	14.8671	15.2388	15.5436
Prod. Supervisor: Silvia *	15.7889	16.1047	16.5073	16.92	17.2584
Asst. Cook Manager	12.2406	12.4854	12.7975	13.1174	13.3797
Cook Manager: Kuss/Talbot/Lord	13.8737	14.1512	14.505	14.8676	15.165
Cook Manager: Morton	13.4106	13.6788	14.0208	14.3713	14.6587
Cooks: Durfee/Silvia/Kuss/ Lord/Morton/Talbot	11.3131	11.5394	11.8279	12.1236	12.3661
Storekeeper	11.9468	12.1857	12.4903	12.8026	13.0587
Driver & Cafeteria Asst. Durfee/ Silvia Kuss/Lord/Morton/Talbot	11.3131	11.5394	11.8279	12.1236	12.3661
Part-time Food Personnel	8.6870	8.8607	9.0822	9.3093	9.4955

* When current employee leaves, this position will become Cook Manager