

LABOR MANAGEMENT AGREEMENT

FALL RIVER SCHOOL COMMITTEE

AND

AMERICAN FEDERATION OF STATE, COUNTY

AND

MUNICIPAL EMPLOYEES

AFL - CIO

COUNCIL 93, LOCAL 1118

CUSTODIAL AND MAINTENANCE EMPLOYEES

July 1, 2006 through June 30, 2009

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THIS AGREEMENT ENTERED INTO by the FALL RIVER SCHOOL COMMITTEE, hereinafter referred to as the Employer, and LOCAL 1118, 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 Employer 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 Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing salaries, wages, hours and other conditions of employment for custodians and maintenance employees of the Fall River Public Schools.

The Employer will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining, or make any Agreement with any such group or individual for the purpose of undermining the Union or changing any condition contained in this Agreement.

ARTICLE II **DISCRIMINATION AND COERCION**

There shall be no discrimination by the Employer against any Employee because his/her activity or membership in the Union. The Employer further agrees that there will be no discrimination against any member for his/her adherence to any provisions of this Agreement or his/her refusal to comply with any order, which would violate this Agreement

ARTICLE III **GRIEVANCE PROCEDURE**

Definition:

- A. A grievance is a dispute as to the interpretation or application of this Agreement.

- B. A grievant is an employee who files a grievance.
- C. Day means calendar day, Saturdays, Sundays, and State mandated legal holidays excluded as the last day of the time limit
- D. Representative is a person or agent designated to represent either party in the grievance procedure.
- E. Party in interest is a person, agent, or agency with an interest in the grievance.
- F. Class grievance is a formal grievance by two or more employees each in a separate building.

Procedures:

- A. Grievance shall be processed promptly and expeditiously
- B. Grievance shall be adjudicated according to the terms of this Agreement, time notwithstanding.
- C. Formal grievance shall be filed in writing.
- D. Communications and decisions concerning formal grievance shall be in writing.
- E. The grievant shall be permitted representatives, limited to two (2) persons, and witnesses at all levels of the formal procedure.
- F. Failure by a grievant to process a grievance within the specified time limits shall render the grievance as settled in favor of the board.
- G. If the Employer fails to issue a decision within the specified time limits, it shall cause the grievance to move to the next level of the grievance process.
- H. Class grievance shall be filed at Level III within ten (10) days of the occurrence.
- I. Grievances shall be filed at the level where the infraction occurred.
- J. All Terminations will immediately be filed with the Superintendent of Schools.
- K. A representative of the Union must be present at ALL grievance hearings.

Processing:

A. Level I – Informal Grievance

1A. A grievant or his/her representative shall discuss, informally, with his/her immediate supervisor any alleged misinterpretation of this Agreement within ten (10) days of such occurrence in order to resolve the grievance. Failure to resolve the grievance shall advance it to Level 1B.

1B. A grievant shall file a formal grievance within ten (10) days of Step 1A and shall specify the clause of the Agreement, the nature of the grievance, and the remedy with the Director of Administrative and Environmental Services for custodial grievance and the Director of Engineering and Maintenance Services for maintenance grievances. A hearing shall be held promptly within five (5) days of receipt of the formal grievance and he/she shall render his/her decision within five (5) days of the hearing.

B. Level II – Formal Grievance

1. Within ten (10) days of the decision at Level I, the grievant may file a formal grievance with the Executive Director of Facilities and Operations and shall specify the clause of the Agreement, the nature of the grievance, and the remedy.
2. The Executive Director of Facilities and Operations shall hold a hearing promptly within five (5) days of receipt of the formal grievance and shall render his/her decision within five (5) days after the hearing.

C. Level III – Appeals to the Superintendent

1. Within ten (10) days of the decision at Level II, the grievant may request an appeal to the Superintendent or his/her designee. The appeal shall include all materials previously submitted.
2. The Superintendent shall establish a hearing within ten (10) days following each request and notify the grievant at least five (5) days prior to the hearing date.
3. Within five (5) days of the said hearing, the Superintendent shall notify the parties in interest of his/her decision.

D. Level IV – School Committee

If the aggrieved person is not satisfied with the disposition of his or her grievance at Level III or if no disposition has been rendered within twenty (20) days after he/she has first met with the Superintendent or his/her designee, the grievance in writing, may be filed with the School Committee.

The Sub-Committee of the School Committee will meet with the aggrieved person and the Union representative for the purpose of resolving the grievance.

E. Level V – Arbitration/Board of Conciliation

1. Within thirty (30) days of the decision of the School Committee, the Union may request arbitration of the grievance by filing notice with the Superintendent.
2. The parties in interest shall request a list of arbitrators from the American Arbitration Association/Board of Conciliation.
3. Within seven (7) days of receipt of such list, an arbitrator shall be selected by alternately striking names from the list, the grievant striking first. If the arbitrator is unable to serve, a new list shall be requested and the process repeated.
4. The arbitrator shall establish rules for the hearing, except as provided herein.
5. The arbitrator shall first rule on the arbitrability of the grievance if so requested by either party.
6. The arbitrator shall have no power to add to, subtract from, or alter the language of the Agreement. He/she shall have no power to make an award inconsistent with law. He/she shall rule only on the interpretation, meaning, or application of the clause or clauses.
7. The arbitrator's decision shall be binding on all parties, except that if his/her decision requires legislative action, such decision shall be effective only if such legislation is enacted
8. The cost of the services of the arbitrator shall be shared equally by the parties in interest.

F. General Provisions

1. No prejudice will attend any party in interest by reason of the utilization or participation in the grievance procedure.
2. The filing or pendency of any grievance shall not impede the normal management and operation of the schools.
3. All records of grievance processing shall be filed separately.
4. Forms of grievance processing shall be mutually agreed upon by the parties to the Agreement. The Union will distribute the forms as they require these.
5. Parties in interest will cooperate in investigating and providing pertinent information concerning a grievance being processed.

ARTICLE IV CIVIL SERVICE

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.

The Union further reserves the right to represent employees under any such established procedure. Any employee not covered by any statute relative to the above matters shall have recourse to the grievance procedure contained herein.

ARTICLE V SENIORITY

The principle of seniority shall govern and control all cases of transfer as well as preference of vacation period.

ARTICLE VI
HOURS OF WORK

The regular hours of work each day shall be consecutive, except for interruptions for lunch periods. References to consecutive hours for the balance of this Article shall be constructed to exclude lunch periods.

The workweek shall consist of five (5) consecutive eight (8) hour days, Monday through Friday, inclusive.

Lunch periods are on file at the Office of the Director of Administrative and Environmental Services. In all schools with a lunch program, custodians may be assigned a lunch period either a half-hour before or a half-hour after the student lunch periods.

Summer hours (July 1 through August 31) for Groundskeepers will be 6:00 AM to 2:30 PM with 30 minutes for lunch.

CUSTODIANS' SCHEDULE OF WORK HOURS

Any custodian appointed after July 1, 1998, will be required, if necessary, to work a second shift.

Buildings with One (1) Custodian

From the first workday after Labor Day to the first Monday following the closing of school for the summer vacation, the hours will be as follows:

6:30 a.m. to 3:30 p.m.

(One-hour lunch period except if required to work on Lunch Program; lunch is a half-hour.)

Lunch periods are on file at the Office of the Director of Administrative and Environmental Services. In all schools with a lunch program custodians may be assigned a lunch period either a half-hour before or a half-hour after the student lunch periods.

From the first Monday following the close of school for the summer vacation to and including the Friday before Labor Day, the hours will be as follows:

7:00 a.m. to 12:00 Noon and 12:30 p.m. to 3:30 p.m.

Administration Building and Administration Building Annex

7:30 a.m. to 11:30 a.m. and 12:30 p.m. to 4:30 p.m. for the entire year

High School and Middle Schools

From the first day after Labor Day to the first Monday following the close of school for the summer vacation, exclusive of the heating season, the hours will be as follows:

7:00 a.m. to 4:00 p.m. with one (1) hour for lunch.

Lunch periods are on file at the Office of the Director of Administrative and Environmental Services. In all schools with a lunch program custodians may be assigned a lunch period either a half-hour before or a half-hour after the student's lunch periods.

During Heating Season

The hours of the custodian at each school in charge of boilers will be as follows:

6:30 a.m. to 3:30 p.m. – Lunch period same as above

From the first Monday following the close of school for the summer vacation, to and including the Friday before Labor Day, the hours will be as follows:

7:00 a.m. to 12:00 Noon and 12:30 p.m. to 3:30 p.m.

Buildings with Two (2) Custodians

From the first workday after Labor Day until the Monday following the close of school for the summer vacation, exclusive of the heating season, the hours will be as follows:

7:00 a.m. to 4:00 p.m. with one (1) hour for lunch.

Lunch periods are on file at the Office of the Director of Administrative and Environmental Services. In all schools with a lunch program, custodians may be assigned a lunch period either a half-hour before or a half-hour after the students' lunch periods.

During Heating Season

Beginning the third Monday in October, to and including the second Friday in April, the hours will be as follows:

One (1) Custodian and 6:30 a.m. to 3:30 p.m.

One (1) Custodian and 7:00 a.m. to 4:00 p.m.

Lunch period same as above.

From the first Monday following the close of school for the summer vacation, to and including the Friday before Labor Day, the hours will be as follows:

7:00 a.m. to 12:00 Noon and 12:30 p.m. to 3:30 p.m.

Multi-Man Buildings

All custodians in multi-man buildings with a second shift will be responsible to open a building for use of the facilities, assist in setting up, be available for emergencies, and secure the building after use. The custodians will not be required to be at the event site during the entire event and will resume assigned cleaning duties.

Single-Man Buildings Only

If an outside agency uses the school facilities for after-school hours, only the custodians assigned to that single-unit school shall have the option to work overtime; otherwise, a spare custodian shall be assigned to the single-unit school building for the after-school hours.

Unassigned Custodians Working Out of Shop at 106 Hartwell Street

The working hours for these unassigned custodians will be as follows:

7:00 a.m. to 12:00 Noon and 12:30 p.m. to 3:30 p.m. for the entire year

Unassigned Custodians Replacing Custodians in School Buildings

Shall work the schedule of the man they are replacing.

Note: When a contractor is working in a school building in the summer, one custodian

shall work from 8:00 a.m. to 12:00 noon and 12:30 p.m. to 4:30 p.m.

Working Hours for Maintenance Personnel

7:00 a.m. to 12:00 Noon and 12:30 p.m. to 3:30 p.m.
This schedule is for the entire year.

Shifts:

The Employer shall have the right at any time and from the time to time to install, in any building or buildings it deems advisable, Second Shifts from 1:00 p.m. to 9:30 p.m. and/or Third Shifts from 11:30 p.m. to 8:00 a.m.

Effective July 1, 2007, the Second Shift differential shall be \$20.00 per week and the Third Shift differential shall be \$22.50 per week.

Effective July 1, 2008, the Second Shift differential shall be \$24.00 per week and the Third Shift differential shall be \$26.50 per week.

Effective June 30, 2009, the Second Shift differential shall be \$28.00 per week and the Third Shift differential shall be \$30.50 per week.

Employees hired prior to July 1, 1974 shall retain, subject to all other provisions of this contract, the right of lateral movement to all positions established prior to July 1, 1974.

ARTICLE VII OVERTIME

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

Any employee called back to work on the same day, after having completed his/her assigned work and left his/her place of employment and before his/her next regular scheduled starting time, shall be paid at the rate of time-and-one-half for all hours worked on recall. The employee shall be paid for a minimum of two (2) hours; in the event an employee is called back after 12:00 Midnight and before 6:00 a.m., he/she will receive a minimum of four (4) hours pay.

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 the case of extreme emergencies it is necessary to call in personnel from other areas other than the area which normally performs such related work, they shall be released from their duties first when the workload lessens.

Overtime work shall be voluntary provided the Union guarantees that sufficient personnel shall be available for overtime work. There shall be no discrimination against any employee who declines to work overtime. The Committee reserves the right to schedule emergency overtime work. Emergency work may not be refused by an employee except for just cause.

Custodians are not required to be present in school buildings when the principal, acting principal, vice-principal, or the principal's designee are performing school related tasks in the school or conducting a private conference. The principal or principal's designee may also identify other school staff to work with them without requiring the custodian to be present. The principal or designee leading this activity is responsible for making sure that the area or areas used are cleaned and the building is secure when she/he leaves. If such activity results in a situation in which the custodian cannot complete his/her work during his/her regular work day, the principal or Director of Administrative and Environmental Services will assign that custodian the amount of overtime needed to complete that work.

A custodian must be present for all organized events, which include parents, students, non-school staff, or community organization members and for building use that takes place after the close of school in the day immediately preceding a weekend and during weekends when school is not in session. This does not prohibit principals from working in school buildings by themselves without a custodian present.

ARTICLE VIII **SUMMER PROGRAMS AND SCHOOL LUNCH PROGRAMS**

Arrangements to be made for extra compensation for custodians when schools are used for noon meals under new programs.

Summer Program:

One (1) hour per day for regular sessions.

Two (2) hours per day for schools that have food programs.

The Director of Administrative and Environmental Services shall, within reasonable time after he/she has knowledge, notify the custodian in charge of any

building which is to be occupied beyond the regular custodial work day. The custodian shall be present whenever the building is occupied except as follows:

No custodian assigned to the Administration Building and South Administration Building Annex shall be held responsible for these buildings after their normal working hours if the building is being used by Central Administrative Staff if he/she is requested not be present during such use.

Use of fields by any organized team shall not require the presence of a custodian. In the event the area being used is not cleaned to the satisfaction of the Director of Administrative and Environmental Services or his/her designee, the appropriate fee will be assessed and paid by the organization using said field.

When needed, custodians will unload school supplies and instructional materials and place them in their appropriate areas in the building. Because of liability concerns, custodians are not required to move the personal property of faculty members. When needed, custodians are expected to help unload and put away up to six items of reasonable size. When a large number of items or items too large to be handled by building custodial staff are delivered, spare custodians will be assigned to assist with the unloading and placement of school supplies and instructional materials.

During the regular school year, the custodian in one-man buildings and the custodian responsible for cafeteria or lunch duty in multi-custodian building will receive one-half (1/2) hour overtime pay per day when lunches are served. On those days, the custodian's lunch period will be reduced by one-half (1/2) hour. It shall be the responsibility of the custodian to maintain the eating and food preparation area in an acceptable clean condition and to move furniture, as necessary, to facilitate the food program and other uses of the area.

ARTICLE IX **FLAG DUTY**

Flag Duty: three (3) hours at regular hourly salary will be paid.

Flag(s) to be raised at 8:00 a.m. and to be lowered at sundown on the following days:

Washington's Birthday
Patriots' Day
Labor Day
Memorial Day

Independence Day
Columbus Day
Veterans Day
Martin Luther King Day

ARTICLE X
UNION REPRESENTATIVES

A written list of Union representatives shall be furnished to the School Committee through the Director of Administrative and Environmental Services.

Representatives desiring to attend meetings of State and National bodies without loss of pay will request such leave in accordance with the current policy of the Fall River School Committee.

In accordance with the provisions of Section 12 of Chapter 150E of the General Laws of Commonwealth of Massachusetts as amended, all employees in the bargaining unit shall, as a condition of employment, pay to the Union, the exclusive bargaining agent and representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual membership dues. For existing employees, such payment shall commence thirty-one (31) days following the date of their employment.

ARTICLE XI
HOLIDAYS

The following days shall be considered to be paid holidays:

New Year's – January 1 st	Veterans' Day
Martin Luther King Day	Thanksgiving Day
Washington's Birthday	*Friday after Thanksgiving
Good Friday	*Day before Christmas
Patriots' Day	Christmas Day
Memorial Day	December 25 th
Independence Day	*Day after Christmas
Labor Day	*Day before New Year's
Columbus Day	

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

*B. Holidays only when it falls on a regular workday, Monday through Friday.

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

Holiday pay shall be eight (8) hours' pay at Straight-time rate.

If a holiday occurs within an employee's vacation period, he/she shall receive an additional day's vacation with pay.

Any employee required to work on a holiday shall receive in addition to the regular holiday pay an amount equal to two (2) times his/her regular rate of pay for all hours of work, but in no case shall this be less than an amount equal to four (4) hours' work at the above rate. If an employee is required to work in excess of eight (8) hours on a holiday, triple time his rate of pay will be paid for all hours over eight (8).

No holiday pay will be granted or paid if an employee does not report for work on the workday immediately preceding the holiday and the workday immediately following the holiday, unless the employee is on vacation, sick leave, or any other authorized leave with pay.

ARTICLE XII **SICK LEAVE**

A. Employees will be granted:

1998/99: 17 sick days per year, cumulative.

An employee who leaves work during the workday will have that portion of the day during which he/she does not work deducted from his/her sick leave eligibility to the nearest hour.

Sick Leave Bank:

1. The Sick Leave Bank is for use by eligible members of the custodial/maintenance staff covered by this Agreement who have exhausted their own accumulated sick leave and who have a serious illness.
2. Each unit member shall have their sick leave accumulation reduced by one (1) day each year on September 1st for the term of this Agreement, and those days shall then be deposited in the bank. In the event the Sick Leave Bank is exhausted during the term of this Agreement, all qualified members shall have their sick leave accumulation reduced by another day,

and that day shall be deposited in the bank to be used as provided in paragraph (1) above. The parties agree that the number of days contained in the Sick Leave Bank shall be maintained at a minimum level of 400 days. The employees will ensure that there are always a sufficient number of days contained in the Sick Leave Bank.

3. The initial grant of sick leave by the Sick Leave Bank Committee to an eligible employee shall not exceed thirty (30) days. Upon completion of the thirty (30) day period, the period of entitlement may be extended by the Sick Leave Bank Committee upon demonstration of need by the applicant. A maximum award of fifty (50) days in any one-year period (September 1st through August 31st) is in effect.
4. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of five (5) members; three (3) members shall be designated by AFSCME to serve at its discretion, and two (2) members shall be designated by the School Committee to serve at its discretion. The Sick Leave Bank Committee shall determine the eligibility for use of the bank and the amount of sick leave to be granted. The following criteria shall be used by the committee in administering the bank and determining eligibility and amount of leave:
 - a. adequate medical evidence of serious illness, and
 - b. prior utilization of all eligible sick leave.
5. All requests by custodial/maintenance personnel seeking an award of sick leave days from the Sick Leave Bank must be in writing and accompanied by a detailed statement from the treating physician on the nature of the illness and a probable return date. The Sick Leave Bank Committee will then review the request and approve it or deny it based on its merit. The decision of the Sick Leave Bank Committee will be final and binding, not subject to any further appeal by the applicant.
6. Days from the Sick Leave Bank are not available for illness or disability due to drug addiction or alcoholism, except during confinement in a hospital, or other institution specializing in such disabilities.
7. The custodian or maintenance personnel is required to reimburse to the Sick Leave Bank fifty (50) percent of the allotted days. The amount and the period for reimbursement may be adjusted by the Sick Leave Bank Committee; in no event shall the reimbursement period exceed two (2) school years.
8. Any days unexpended from the Sick Leave Bank will be carried over to the following year.

- B. In the event of a death in the immediate family, employees shall be entitled to a leave of absence for four (4) days without loss of salary or loss of credit from annual or cumulative leave. The term immediate family shall include father, mother, brother, sister, husband, wife, child, grandchildren, grandparents, or immediate in-laws, or a member of the immediate household.
- C. 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 leave, except in the case of emergencies, and the applicant for such leave will not be required to state the reason for taking such leave other than that he/she is taking it under this section. Such absence shall not be deducted from the number of days to the credit of the employees. Personal days will be accumulative at the rate of one (1) day per year.
- D. The Superintendent may, when emergencies arise such as attendance at court in which the employee is not a principal party or the reception of a degree, excuse the absence without loss of pay for a period not exceeding one day in each year, but such absence shall be deducted from the number of days to the credit of the employee. The Superintendent may excuse any employee who requests absence for Jewish holidays without loss of pay, but such absence shall be deducted from the number of days to the credit of the employee.
- E. The Superintendent shall have the power to excuse an employee for one (1) day's absence to attend the funeral of a relative, not herein covered, without loss of pay but such absence shall be deducted from the number of days to the credit of the employee.
- F. Employees who serve or are serving in the Armed Forces of the United States shall be entitled to all sick leave benefits after having resumed their duties as employees of the City of Fall River, and such periods of service in the Armed Forces shall not be deducted from their experience categories.
- G. Absence due to quarantine periods within the household of an employee shall be paid for in full for a period not to exceed five (5) school days and shall not apply against the credit of sick leave provided the employee takes up temporary residence in a place where there are no children attending school; and provided he or she immediately notifies the Superintendent of Schools and the Board of Health of said change of residence; and that he or she remains 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 him or her to return to duty.
- H. The sick leave plan shall be considered as having been activated as of September 1, 1948, with employees who fall into the above-listed experience categories with

respect to years of service in the Fall River Public Schools being henceforth entitled to the annual number of days specified.

- I. On the effective date of the adoption of the amended plan (September 1, 1965), no employee shall lose credit for previously accumulated sick leave allowance.
- J.
 1. The Committee and Association agree that the Fall River School Department is committed to optimizing staff and student attendance and eliminating the inappropriate use of sick leave. Each employee has a responsibility for limiting her or his use of personal sick leave to legitimate purposes as identified in this contract. It is also agreed that Fall River School Department Administrators have a right and responsibility to monitor sick leave and verify that sick leave is restricted to legitimate use. Fall River School Department Administrators shall take fair and appropriate corrective action whenever there is a misuse of sick leave.
 2. An employee absent for any period exceeding five (5) consecutive days because of personal illness shall file with the Superintendent of Schools a statement from a competent physician certifying his or her good health and physical ability to resume his or her duties.
 3. The Superintendent or Superintendent's designee may require an employee who is on sick leave for five (5) or more consecutive days to provide a written statement from a qualified physician that documents that the employee was not able to work.
 4. 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 that raises concern about possible misuse of sick leave, to provide a written statement from a qualified physician that documents that the employee was not able to work. This requirement is applicable to each sick leave occurrence which may involve one day or two or more consecutive days.
 5. An employee, who leaves work because of illness before half of her/his regularly scheduled work hours for that day are completed, will have a full sick day deducted from her/his sick leave accrual. An employee, who leaves work because of illness, after completing four or more hours work, will have a half sick day deducted from her/his sick leave accrual.
 6. The above language is not intended to be in conflict with the Family Medical Leave Act.
- K. The School Committee reserves the right to have an independent physician examine any employee, at City expense, claiming sick leave who, in its opinion,

may not be entitled to the same and/or who may be incapacitated to perform some official duties. The opinion of the independent physician shall be final.

- L. Whenever an employee is absent from school as a result of personal injury to him/her caused by an accident or assault upon him/her occurring in the course of his/her employment during any period for which weekly total incapacity compensation is payable under Massachusetts General Laws, Chapter 152, Section 69 as amended, the employee in addition to such total incapacity compensation, shall be paid out of his/her sick leave allowance which, when added to such compensation, will result in the payment to him/her of his/her full salary until any sick leave allowance which the employee has to his/her credit has been used. Sick leave time deducted for said payment will be prorated in accordance with the ratio that the School Department bears to the employee's total weekly salary during this period. The mechanics of payment to the employee will be to compensate directly from sick leave, as available, and to apply the Workmen's Compensation award toward refunding of the employee's sick leave account.

The School Committee agrees to a re-opener clause on the language of Paragraph L above if the law changes during this contract period.

M. Sick Leave Severance Benefit Payment.

There shall be a severance benefit pertaining to sick leave upon either retirement, termination for other than cause, or death while in the employ of the City payable in accordance with the following schedule: As of July 1, 2005, the lesser of fifty-five (55) days or the actual number of sick leave accumulated shall be paid upon separation from employment. In the event of death while in the employ of the City, the above allowance shall be converted into the form of a cash payment to the estate of the employee.

N. Protection of all Buildings Department Personnel

All Buildings Division personnel will immediately report, in writing, all cases of assault suffered by them in accordance with their employment to the Principal and the Director of Administrative and Environmental Services.

This report will be forwarded to the Committee which will comply with any reasonable request from the building personnel for information in its possession relating to the incident or the persons involved and will act in appropriate ways as liaison between the building personnel, the police, and the courts.

In criminal or civil proceedings brought against building personnel alleging that he/she committed an assault in connection with his/her employment, the committee will, upon request of the Buildings Personnel, furnish legal counsel to defend him/her in such proceedings.

Attendance to members of the family within the household of the employee, who illness requires the care of such employee, provided that not more than seven (7) working days with pay shall be granted to such employees for this purpose in any one (1) calendar year.

- O. If any program is instituted to give any other recognized bargaining unit free inoculations, the program will be made available to custodians and maintenance personnel.
- P. \$200 Perfect Attendance and bonus each year of the contract, effective July 1st of each year of the contract, retroactive to July 2000.

ARTICLE XIII VACATIONS

The vacation year shall be the period 1 January to 31 December inclusive. Each employee shall be credited as of 1 January with vacation leave with pay as follows:

- A. One (1) day paid vacation for each month worked in the previous calendar year up to a maximum of ten (10) days.
- B. Two (2) weeks paid vacation after completing one (1) full year of employment with the City of Fall River.
- C. Three (3) weeks paid vacation after completing four (4) years of employment with the City of Fall River.
- D. Four (4) weeks paid vacation after completing ten (10) years of employment with the City of Fall River.
- E. Five (5) weeks paid vacation after completing fifteen (15) years of employment with the City of Fall River.
- F. After an employee has served twenty (20) years, he/she shall be allowed an additional one (1) day of paid vacation for each year served after twenty (20) years to a maximum of six (6) weeks paid vacation.

When an employee reaches the anniversary date, which will earn an increase in vacation (i.e., one, four, ten, fifteen, twenty, etc), that additional vacation will be available to the employee between the anniversary date and the end of the current vacation year.

If because of illness the employee cannot take the vacation time as scheduled between 1 January and 31 December of any given year, the employee's vacation time shall be accumulated and taken in the following year together with the vacation scheduled for that employee in said following year.

Vacation days awarded on a first-come, first-serve basis with the understanding that employees shall be permitted to carryover all refused days. All vacation days must be selected by October 31 of the year in which they are taken.

Employees who accrue vacation in excess of five weeks per year shall be entitled to use this time in increments of one day. The day has to be requested in advance and shall be approved based on staffing requirements and the number of employees on vacation.

Vacation and Personal Days:

Normally, custodial and maintenance staff are expected to take full vacation weeks. Half vacation days and personal days (4 hour increments) will only be available for single vacation days which may exist as left over vacation days from vacation weeks which might have included a holiday.

1. It is agreed that School Department may set a limit of thirty-five (35) custodial staff to be permitted to utilize vacation time during said dates with seniority being the sole determination.
2. Custodial staff assigned to the second shift in Schools where there are not programs shall have the option to voluntarily work on the day shift during school year recess weeks and July, August summer recess. The Superintendent shall have the right to require second shift custodians to work days on emergency snow or severe weather occurrences with the understanding they will continue to receive their night differential pay during that time period.
3. In schools where there are ongoing programs, fifty percent (50%) of the second shift custodial staff shall have the same option as state above with the understanding that they shall alternate every two weeks during said period.
4. It is agreed that up to 75% of each trade group among maintenance personnel shall be permitted to utilize vacation time in any given week. In those situations where there are only two employees in a particular trade, such as the electricians, only one employee shall be permitted to take vacation in the same week. Eligibility for vacation time shall be governed by the collective bargaining agreement.

ARTICLE XIV
JURY PAY

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.

ARTICLE XV

MATERIALS, EQUIPMENT, TOOLS, LICENSE FEES

The Employer agrees to provide all materials, equipment, foul weather gear, tools, and license fees required to perform the duties assigned to the employees covered by this Agreement. Foul weather gear will remain in the school building.

Spare men are not to be asked to use their own cars between jobs or carry tools in them.

Effective July 1, 2008, all employees in the bargaining unit shall receive \$425 as a clothing allowance.

Supervision of Children:

No custodian is to be asked to supervise children at any time. If a custodian during the course of his/her duties observes an infraction of the rules, an action detrimental to the building or the public welfare, he/she is to act reasonably to remedy the situation and, as soon as is reasonable thereafter, to report the incident to the person then in charge of the building or the activity.

ARTICLE XVI

JOB POSTING AND BIDDING

Announcements of vacancies will be made in accordance with Civil Service procedures, and such vacancies are to be posted seventy-two (72) hours after they become known on a bulletin board in a conspicuous place in the building occupied by the Director of Administrative and Environmental Services. The notice of vacancy shall remain posted for fifteen (15) days, and position shall be filled at the next regular School Committee meeting. Employees interested will make their interest known in writing to the Director of Administrative and Environmental Services. The Administrative Buildings of the public schools are considered exempt from this provision.

All positions are to be posted after thirty (30) days of work. Vacancies within the administrative properties shall be posted. The selection to fill such vacancies shall be determined by a board. This board shall consist of the Director of Administrative and Environmental Services, a Union representative, and a third person selected by the School Committee.

All promotional vacancies will be filled based upon the match between the candidate's qualifications and past work performance with the position's requirements. When these factors are equal, seniority will prevail. All facility assignments are subject to the approval and provisions of the Educational Reform Act. This section does not apply to lateral transfers.

All employees temporarily filling a position with a higher rate of pay shall receive the higher rate after five (5) days of work in that position. However, the remaining custodian, in a two-man building or more, shall receive the senior's pay instead of the employee temporarily filling said position after five (5) consecutive days of work. This provision shall not apply to custodians already receiving senior custodian's pay.

All positions will be posted in accordance with the above at the Office of the Director of Administrative and Environmental Services and on the Superintendent's Bulletin. Anything germane to the custodial or maintenance personnel will be given by the Principal to the head custodian in the respective buildings for posting in an appropriate place.

Once an employee successfully bids on a school or position, said employee shall be locked into that school or position and cannot bid out for one (1) year from the date of his/her appointment by the Superintendent.

ARTICLE XVII **MISCELLANEOUS**

1. Shop Stewards shall work out of the Shop so as to be available to workers and Management at all times if requested by the Steward Elect and if deemed practical and feasible by the School Committee or its designee.
2. Bulletin Board – A bulletin board for the publishing of notices of a routine nature will be maintained in a conspicuous place in the building occupied by the Director of Administrative and Environmental Services.
3. All reasonable benefits, privileges, or working conditions existing prior to this Agreement, which affect employees of the bargaining unit as a whole 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 constructed as setting general practice when it relates solely to an individual.

4. No Discrimination – The parties to this Agreement agree that they shall not discriminate against any person because of race, creed, color, gender, sexual orientation or age, and that such persons shall receive the full protection of this Agreement.
5. 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. Prior to the Staff Representative exercising this provision he/she shall give advance notice of one business day to the Director of Administrative and Environmental Services unless there are extenuating circumstances which make this notice impossible.
6. Consultation Procedure – The School Committee agrees that once during the months of October, December, February and April, prior to the fifteenth of each said month, it will meet with representatives of the Union in special session for the purpose of discussing such matters as the Union determines upon written request from the Union.

The union agrees that one or before the first of each of the above enumerated months, it will provide the School Committee with a written list of the topics it wishes to discuss with the School Committee.

There will be not more than five (5) members appointed by the Union per meeting. These meetings may be called by the Union or School Committee. The moving party to submit an agenda in accordance with the language stated above.

7. Full Bargaining Provision – 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 bargaining issues which were or could have been the subject of negotiations.
8. 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 provision should be retained by such tribunal pending a final determination as to its validity, such provisions shall be inoperative but all other provisions shall be not affected thereby and shall continue in full force and effect.

9. Work Continuity – The Union agrees that for the life of this contract there shall be no strike, slowdown, sickout or other similar concerted action.
10. Management's Rights – Except as specifically provided otherwise in this Agreement, the employer shall not be deemed to be limited in any way by this Agreement in the performance of the regular and customary functions of management as provided for under applicable statutes and reserves and retains all powers, authority, and prerogatives including, without limitation, the exclusive right to issue reasonable rules and regulations governing the conduct of his/her department provided that rules and such regulations are not inconsistent with the expressed provisions of this Agreement.
11. The employer agrees – that five (5) of the custodians on the spare list shall be Senior Custodians provided that the Union shall secure authorization from Civil Service for the appointment of such Senior Custodians.
12. The Storekeeper – shall be present whenever stock, materials, or equipment is removed from the stockroom provided he/she is available.
13. Effective *July 1, 2007*, the vehicle allowance shall be \$200.00 per month for a total of \$2,400.00 per year.

The categories covered are: Painters, Carpenters, Mason Plasterer, Electricians, Plumbers, HVAC, Steam Fitter, Cement Finisher/Grounds Keeper, as well as the Working Foreman of any of the categories previously mentioned.

The School Department will provide transportation to spare custodians if they are reassigned after having arrived at their original assigned area of work. The School Committee, at its option, may provide said employees compensation for mileage at the rate of \$.32 per mile.

14. In a building manned by two (2) or more custodians, if one (1) custodian is absent from work while school is in session, the custodian or custodians remaining on the job shall be guaranteed the opportunity to work a minimum of a total of three (3) hours overtime to do that portion of the work of the absent custodian if required by the Director of Administrative and Environmental Services at the time-and-one-half.

Provided:

- a. the absent custodian is out for his/her entire work shift, and
 - b. the absent custodian is not replaced during said shift.
15. In the event that custodians assigned to Durfee High School are required to operate motor equipment, they will be paid at the rate of a motor equipment operative for such time as they operate motor equipment.
16. Annually, a total of eight (8) days will be available so that members of the maintenance or custodial staff might be allowed to attend bona fide seminars connected with custodial and/or maintenance duties. The School Committee, upon the recommendation of the Director of Administrative and Environmental Services and the Superintendent, will determine the number and the individuals who would be allowed to attend. This decision will be based upon the manpower needs of the School Department at the time the seminars are to take place. This clause limits itself to seminars that are conducted during the normal summer vacation period.
17. Principals shall direct the custodial staff in accordance with the Education Reform Act of 1993.
18. The School Committee agrees to a re-opener clause on the language of Paragraph 17 (above) if the Educational Reform Act of 1993 changes during the contract period.
19. At the beginning of each school year each employee, under this Agreement, shall receive a written statement indicating the amount of sick leave accumulated to that employee.
20. The Fall River School Committee retains the right to employ independent contractors. No employee within the bargaining unit shall be laid off as a result of the exercise of such right.
21. In the event the School Committee entertains an early retirement incentive program, the parties to this Agreement agree to meet and discuss same.
22. Direct deposit of paychecks in banks and credit unions on a voluntary basis will continue during the life of this contract.
23. 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. This change will not take effect until an agreement has been reached with all city and school department bargaining units, however, not earlier than March 1, 2005. These co-payments do not apply to prescriptions provided through Fall River Meds, the city employees' optional mail order program which does not require any co-payments.

24. 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.
25. In buildings that are staffed with a minimum of two (2) second shift custodians, one of them may be granted release time with pay to attend the monthly union membership meeting. If released, the custodian must complete his/her night's duties prior to the completion of his/her shift. The release time shall not exceed 90 minutes and the release time must be requested in advance and approved by the Director of Administrative and Environmental Services.
26. This Agreement shall become effective July 1, 2006 and shall continue in effect to and including midnight June 30, 2009.

Negotiations on proposed changes or amendments to the terms of this Agreement shall begin no later than October 1, 2008, and shall continue until an Agreement is reached or until this Agreement has been terminated.

ARTICLE XVIII **PERFORMANCE EVALUATIONS**

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 evaluations 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.

Performance evaluations for probationary employees shall be made at the completion of the first three (3) months of probationary service and again prior to the completion of their six (6) months of probationary service.

Performance evaluations for non-probationary employees shall be made once per year for the first three (3) years of service in a respective position and then once every two (2) years thereafter. Evaluations shall be completed by May 1st of each evaluation period.

Such evaluation shall be recorded in writing on the form in appendix C 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 fully participate in the evaluation exercise' with his/her immediate supervisor and, if requested, discuss the evaluation with the reviewing supervisor.

Custodial employees will be evaluated by the Supervisor of Custodial Services, and maintenance employees will be evaluated by the Supervisor of Maintenance Services. The Director of Administrative and Environmental Services or the Director of Engineering and Maintenance Services will review evaluations. The Executive Director of Facilities and Operations will conduct the final review of all evaluations.

Section 4

The Executive Director of Facilities & Operations or her/his designee, shall receive and validate all evaluations and shall retain such evaluations, 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 Executive Office of Facilities & Operations at any reasonable time upon prior written notice, or whenever otherwise mutually agreed upon by the Director of Administrative & Environmental Services and the employee. An employee shall have the right to file a written statement in response to any such evaluation.

Section 6

An employee may not grieve the substance of his/her evaluation, except where such evaluation results in a negative action.

Employees may grieve the evaluation procedure if the process is not as set out in the preceding sections of this Article.

Maintenance Salary Schedule

Position	Step	Current Salary	7/1/2007 3% plus base increase	7/1/2008 3% plus base increase	6/30/2009 2%
Licensed/Specialized Trades					
Licensed Tradesman II		New Title	\$959.45	\$997.81	\$1,017.77
Licensed Tradesman I					
Electrician, HVAC, Plumber, Steamfitter, Mason	1	\$740.26	\$872.23	\$907.11	\$925.26
	2	\$769.29			
	3	\$798.32			

Maintenance Salary Schedule					
Position	Step	Current Salary	7/1/2007 3%	7/1/2008 3%	6/30/2009 2%
Skilled Trades					
Skilled Tradesman II		New Title	\$904.48	\$931.61	\$950.25
Carpenter, Painter	1	\$740.26	\$822.26	\$846.92	\$863.86
	2	\$769.29			
	3	\$798.32			
Storekeeper	1	\$710.23	\$822.26	\$846.92	\$863.86
	2	\$739.28			
	3	\$768.32			
Heavy Equipment Operator	1	\$649.33	\$822.26	\$846.92	\$863.86
	2	\$678.38			
	3	\$707.42			
Groundskeeper, Cement Finisher, Motor Equip Opr		\$696.12	\$822.26	\$846.92	\$863.86

Maintenance Salary Schedule

Position		Current Salary	7/1/2007 3%	7/1/2008 3%	6/30/2009 2%
Operational Service Providers					
Tradesworker		new FY07	\$554.62	\$594.23	\$606.12
Asst. Storekeeper		\$615.38	\$633.85	\$652.86	\$665.92
Driver/Courier		New FY08	\$713.08	\$734.47	\$749.16

CUSTODIANS & MAINTENANCE SALARY SCHEDULE

Other:

Working Foreman (Carpentry & Painting) \$.50/hr over above rates

Effective January 1 1995: There will be a \$25.00 stipend per week for Senior Custodian at the high school and middle schools (excluding spare custodians) ; \$10.00 stipend per week for Senior Elementary Custodian; \$5.00 stipend (in addition to present stipend) per week for Junior Custodian in a single-man building.

Appendix B

LONGEVITY PAYMENT SCHEDULE

<u>Longevity</u>	<u>Effective July 1, 2000</u>
After five (5) years	\$11.25
After ten (10) years	13.95
After twenty (20) years	17.80
After thirty (30) years	21.65

*Longevity to be computed from the Anniversary Date and paid on a weekly basis.

Fall River Public Schools – Performance Evaluation

Employee Name: _____ Position/Title: _____

School/Assignment: _____ Evaluation Period: _____

Rating Definitions:

- 5. **Superior:** Accomplished all goals or performed all tasks and excels in a substantial manner.
- 4. **Above Standard:** Performs all tasks above departmental standards.
- 3. **Good:** Meets departmental standards.
- 2. **Fair:** Does not meet some standards, improving and potentially acceptable (supervisor **must** provide specific examples).
- 1. **Unsatisfactory:** Many goals unrealized or many tasks not complete (supervisor **must** provide specific examples).
- 0. **Not Applicable:** Not relevant to job.

Circle the appropriate rating and provide specific examples in comment space

Part A-1 – Quality and Quantity of Work:

- a. Demonstrates knowledge of job.....5 4 3 2 1 0
- b. Amount of work accomplished.....5 4 3 2 1 0
- c. Performs work with accuracy.....5 4 3 2 1 0
- d. Work is neat and presentable.....5 4 3 2 1 0
- e. Work is thorough.....5 4 3 2 1 0
- f. Organizes work appropriately.....5 4 3 2 1 0

Supervisor's Comments: _____

Employee's Comments: _____

Part A-2 – Work Habits:

- a. Is regular in attendance at work..... 5 4 3 2 1 0
- b. Observes established working hours.....5 4 3 2 1 0
- c. Completes work on time.....5 4 3 2 1 0
- d. Is able to work without immediate supervision..... 5 4 3 2 1 0
- e. Complies with instructions, rules, and policies.....5 4 3 2 1 0

Supervisor's Comments: _____

Employee's Comments: _____

Fall River Public Schools – Performance Evaluation

Part A-3 – Work Attitudes

- a. Strives to improve work techniques.....5 4 3 2 1 0
- b. Open to new ideas and procedures.....5 4 3 2 1 0
- c. Accepts constructive criticism and suggestions.....5 4 3 2 1 0
- d. Accepts responsibility.....5 4 3 2 1 0
- e. Exercises judgment.....5 4 3 2 1 0
- f. Adapts to emergency situations.....5 4 3 2 1 0

Supervisor's Comments: _____

Employee's Comments: _____

Part A-4 – Relationships with Others

- a. Works well with co-workers.....5 4 3 2 1 0
- b. Works well with the public.....5 4 3 2 1 0
- c. Cooperates well with supervisors and other staff.....5 4 3 2 1 0
- d. Observes established channels of communication.....5 4 3 2 1 0

Supervisor's Comments: _____

Employee's Comments: _____

Part A-5 – Supervisory Ability (where applicable)

- a. Demonstrates leadership ability.....5 4 3 2 1 0
- b. Makes informed and timely decisions.....5 4 3 2 1 0
- c. Is fair and impartial with subordinates.....5 4 3 2 1 0
- d. Provides training and instruction to subordinates.....5 4 3 2 1 0
- e. Maintains acceptable performance standards.....5 4 3 2 1 0

Supervisor's Comments: _____

Employee's Comments: _____

Fall River Public Schools – Performance Evaluation
Part B – Comments of Supervisor who performed this evaluation:

page 3 of 4

Supervisor's Signature and Title

Date

2nd Supervisor's Signature and Title

Date

Comments of Employee:

Employee's Signature (Does not imply agreement or disagreement)

Date of Discussion with Supervisor

Fall River Public Schools – Performance Evaluation

page 4 of 4

Part C – Comments of 1st or 2nd reviewer of this evaluation:

Signature and Title of Reviewer

Date

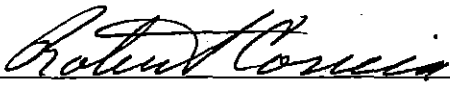
Comments of Employee:

Employee's signature (Does not imply agreement or disagreement)

Date reviewed by employee

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this
16th day of June, 2008.


FALL RIVER, MASSACHUSETTS SCHOOL COMMITTEE, by



Mayor, Robert Correia, Chairperson



Kevin Aguiar



Joseph Martins




Marilyn M. Roderick

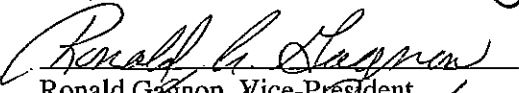
ATTORNEY FOR THE FALL RIVER,
MASSACHUSETTS SCHOOL COMMITTEE

CORPORATION COUNSEL
CITY OF FALL RIVER

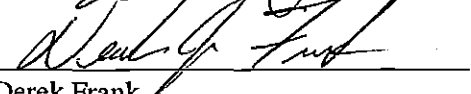
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,
AFL - CIO, COUNCIL 93, LOCAL 1118, by



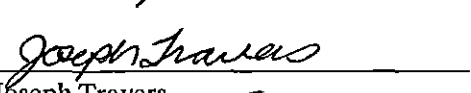
Karen Hathaway, Staff Representative




Ronald Gagnon, Vice-President



Derek Frank



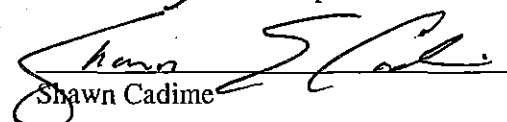
Joseph Travers



Brad Woodruff




Mark Costa, Vice Chairperson

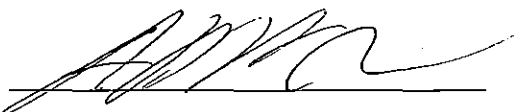


Shawn Cadime

Timothy McCoy

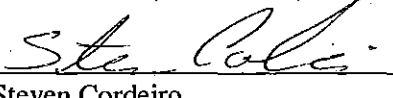


Bruce A. Assad, Legal Counsel



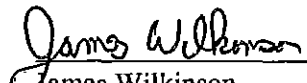


Russell Costa, President



Steven Cordeiro

Michael St.Pierre



James Wilkinson

Attesting as to Availability of Funds

Kathleen Macedo

**Kathleen Macedo
Chief Financial Officer**

Attesting to the Availability of Funds

Kevin Almeida

**Kevin Almeida
City Auditor**