

MEMORANDUM OF AGREEMENT

**In Re: Collective Bargaining Agreement
between Fall River School Committee and
AFSCME, Council 93, Local 1118
Custodial Employees**

AGREEMENT entered into this 30th day of June, 2010, by and between the **FALL RIVER SCHOOL COMMITTEE** (“**COMMITTEE**”), and **AFSCME Council 93, Local 1118** (“**UNION**”).

WHEREAS, COMMITTEE and **UNION** entered into a Collective Bargaining Agreement that became effective on July 1, 2009 and which terminated on June 30, 2010; and

WHEREAS, COMMITTEE and **UNION** had agreed to a limited re-opener clause, and

WHEREAS, the UNION and **COMMITTEE** have re-opened negotiations according to this clause; and

WHEREAS, the UNION and **COMMITTEE** desire to memorialize in writing the terms and conditions of said negotiations.

NOW, THEREFORE, in consideration of the mutual promises exchanged herein, **UNION** and **COMMITTEE** agree as follows:

That the terms of the Collective Bargaining Agreement between the **COMMITTEE** and the **UNION** in effect during the period July 1, 2009 to June 30, 2010, are herewith amended as follows: viz.:

1. **UNPAID FURLOUGH DAYS**

The time limit to utilize any unused furlough days shall be extended. The date of the extension shall be mutually agreed to by the Chief Operations Officer of the Fall River School Department and the Business Agent for AFSCME, Council 93.

The reduction in salary for the furlough days shall cease effective July 4, 2010.

2. **WAIVER OF SALARY INCREASE OF 2% EFFECTIVE JUNE 30, 2009;**

Appendix/wages and other pertinent sections are amended by adding the following language:

"Bargaining Unit Members shall receive a 2% wage increase retroactive to July 1, 2009."

The retroactive monies payable to the Bargaining Unit Members shall be offset by the monies owed to the School Department due to the elimination of the reduction in salary for furlough days effective July 4, 2010, and the Bargaining Unit Member shall be paid any balance that may be due.

3. **DENTAL INSURANCE:**

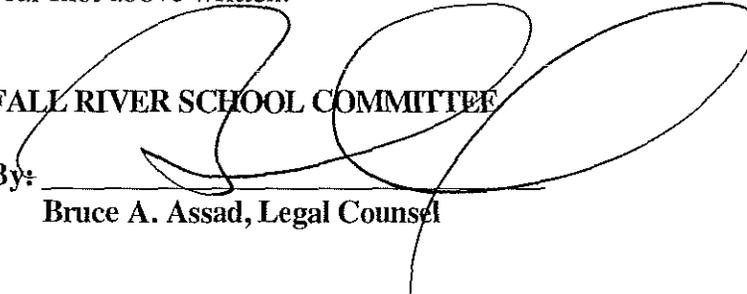
Effective on or about October 1, 2010, contingent upon acceptance of all Bargaining Units, the City of Fall River will offer Delta Dental in replacement of the existing Blue Cross/Blue Shield Dental Plan.

Once implemented, Delta Dental will be the City's carrier for three (3) years, and in each of those years, members of the Bargaining Unit will receive a one-month premium holiday. The City reserves the right to choose the month of the holiday.

The City of Fall River shall notify the **UNION** of the open enrollment period.

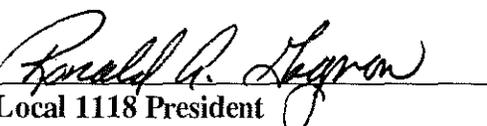
IN WITNESS WHEREOF, the **COMMITTEE** has caused this instrument to be signed and sealed by its duly authorized representative and the **UNION** has caused this instrument to be signed and sealed by its duly authorized representatives on the day and year first above written.

FALL RIVER SCHOOL COMMITTEE

By: 
Bruce A. Assad, Legal Counsel

AFSCME COUNCIL 93, LOCAL 1118

By: 
SERVICE REPRESENTATIVE
AFSCME COUNCIL 93, LOCAL 1118

By: 
Local 1118 President