

**LABOR MANAGEMENT AGREEMENT**  
**BETWEEN THE**  
**FALL RIVER SCHOOL COMMITTEE**  
**AND THE**  
**AMERICAN FEDERATION OF STATE, COUNTY**  
**AND MUNICIPAL EMPLOYEES**  
**AFL-CIO**  
**COUNCIL 93, LOCAL 1118**  
**SECURITY OFFICERS**

**JULY 1, 2006 THROUGH JUNE 30, 2009**

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## **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 school Safety Officers 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 of 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 provision of this Agreement or his/her refusal to comply with any order, which would violate this Agreement.

## **ARTICLE III GRIEVANCE PROCEDURE**

- 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 holiday(s) 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 procedure
- F. Class grievance is a formal grievance by two or more employees each in a separate building.

**Procedure:**

- A. Grievance shall be processed promptly and expeditiously.
- B. Grievance shall be adjudicated according to the terms of this Agreement, time notwithstanding.
- C. Formal grievances shall be filed in writing.
- D. Communications and decisions concerning formal grievances shall be in writing.
- E. The grievant shall be permitted representatives, limited of two (2) persons, and witnesses at all levels of the formal procedures.
- F. Failure by a grievant to process a grievance within the specified time limits, shall render the grievance as settled in favor of the administration.
- G. Class grievance shall be filed at Level III within ten (10) days of the occurrence.
- H. If the employer failed to issue a decision within the specified time limits it shall cause the grievance to move to the next level of the grievance procedure.

**Processing:**

**Level I – Informal Grievance**

- 1. A grievant or his/her representatives shall discuss informally, with his/her immediate Supervisor, any alleged misinterpretations of this Agreement, If grievant is unsatisfied at the first step of level 1 the grievant shall move to step 2 of level 1.
- 2. A written grievance shall be filed with Director of Administrative & Environmental Services, within ten (10) days of the occurrence in order to resolve the grievance. Failure to resolve the grievance shall advance it to Level II.

**Level II – Formal Grievance**

- 1. A grievant shall file a formal grievance within thirty (30) days of the occurrence and shall specify the clause of the Agreement, the nature of the grievance, and the remedy with the immediate supervisor.
- 2. The immediate supervisor 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.

**Level III – Appeal to the Superintendent**

- 1. Within ten (10) days of the decision at Level II, the grievant may request an appeal to the Superintendent, through the Executive Director of Human Resources. The appeal shall include all materials previously submitted
- 2. The Executive Director of Human Resources shall establish a hearing within ten (10) days following such request and notify the grievant at least five (5) days prior to the hearing date.

3. Within five (5) days of said hearing, the Executive Director of Human Resources shall notify the parties in interest of his decision.

#### **Level IV – Arbitration**

1. Within thirty (30) days of the decision of the Executive Director of Human Resources, the grievant may request arbitration of the grievance by filing notice with the Superintendent, through the Executive Assistant to the Superintendent.
2. The parties in interest shall request a list of arbitrators from the American Arbitration Association or may file with the Board of Conciliation and Arbitration.
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.

#### **General Provisions**

1. Grievances will be filed at the level where the alleged infraction occurred.
2. No prejudice will attend any party in interest by reason of the utilization or participation on the grievance procedure.
3. The filing or pendency of any grievance shall not impede the normal management and operation of the schools.
4. All records of grievance processing shall be filed separately.
5. 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.
6. Parties in interest will cooperate in investigating and providing pertinent information concerning a grievance being processed.

7. Grievances related to termination of an employee shall be initially filed at level III (Superintendent) through the Executive Assistant to the Superintendent

#### **ARTICLE IV SENIORITY**

The principle of seniority shall be considered in all cases of transfer. The principle of seniority shall govern and control in all cases of preference of vacation.

#### **ARTICLE V HOURS OF WORK**

The regular hours of work each day shall be consecutive. References to consecutive hours for the balance of this Article shall be constructed to include rest, & meal breaks.

There shall be (1), twenty-minute period identified for meal consumption. This period shall be taken "On the clock," at a time to be determined by the immediate supervisor, based on the work at hand, and with the understanding that this period may be interrupted by the environmental needs of the facility.

There shall be one fifteen (15) minute break period allowed within each four (4) hours of scheduled work. This period shall be taken, "On the clock" at a time to be determined by the immediate supervisor, based on the work at hand and with the understanding that this period may be interrupted by the environmental needs of the facility.

#### ***Shifts***

##### **First Shift**

6:45 a.m. to 2:45 p.m.

##### **Second Shift**

1:30 p.m. to 9:30 p.m.

##### **Third Shift**

10:45 p.m. to 6:45 a.m.

#### **Shift Differential**

*Second Shift:* \$16.00

*Third Shift:* \$18.00

## **ARTICLE VI 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 of a workweek shall be paid at the rate of two (2) times the regular rate of pay.

All overtime shall be pre-approved by the Director of Administrative & Environmental Services. Staff shall be notified of overtime opportunities either in person or by telephone by the Director or his designee.

Employees shall have thirty (30) minutes to return call, otherwise he/she will be bypassed and placed first on the next available overtime opportunity. (8:30 a.m. to 9:30 a.m.)

An employee called back to work on the said 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 (1 ½) 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 all security personnel. When in 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.

## **ARTICLE VII UNION REPRESENTATIVES**

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

Representatives desiring to attend meetings of state and national bodies without loss of pay will request such leaving in accordance with the current policy of the Fall River School Committee, as amended, from time to time.

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In accordance with the provision of Section 12 of Chapter 150E of the General Laws of the 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 VIII HOLIDAYS**

The following days shall be considered to be paid holidays:

New Year's Day – January 1<sup>st</sup>  
Martin Luther King Day  
Washington's Birthday  
Good Friday  
Patriots Day  
Memorial Day  
\*Day before Christmas  
\*Day after Christmas

Independence Day  
Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day  
\*Friday after Thanksgiving  
December 25th  
\*Day before New Year's

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

In the event that a holiday falls on a Saturday, all employees scheduled to work from the 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.

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 worked; 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/her 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 IX SICK LEAVE

The Committee and Union 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 all agreed that the 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.

- A. Employees will be granted: seventeen (17) days per year, cumulative, effective July 1, 2000. An employee who leaves work during the workday will have that portion of the day during which he/she does work deducted for his/her sick leave eligibility to the nearest hour.
- B. In the event of a death in the immediate family, employees shall be entitled to a leaving 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, step-father, mother, step-mother, brother, step-brother, sister, step-sister, wife, husband, child, step-child, grandchild, grandparents, or immediate in-laws or a member of the immediate household.*
- C. In the event that interment of, or memorial service for, any of the above named relatives is to occur at a time beyond the bereavement leave granted, the employee may request to defer one (1) day to a later date.
- D. 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 an emergency; 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 sick days to the credit of the employee. *Personal days will be cumulative at the rate of one (1) day per year.* During the term of this contract, a study group made up of representatives of administration and of the bargaining unit will review policies related to the use and approval of personal days.
- E. The School Department 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 School Department 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.

- F. The School Department shall have the power to excuse an employee for one (1) day's absence to attend the funeral of relative, not herein covered, without loss of pay, but such absence shall be deducted from the number of sick days to the credit of the employee.
- G. 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.
- H. 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 not 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.
- I. The sick leave plan will be implemented as of *September 1, 1994*, 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.
- J. 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.
- K. An employee absent for any period exceeding five (5) consecutive days because of personal illness shall file with the Director of Administrative & Environmental Service a statement from a competent physician certifying his or her good health and physical ability to resume his or her duties.
- L. The School Department 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 such official duties. The opinion of the independent physician shall be final.
- M. 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 said compensation, will result in the payment 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 ration that the School Department bears to the employee's total weekly salary during this period. The mechanics of payment of the employee will be to compensate directly from sick leave, as available, and to apply

the Workmen's Compensation Award toward refunding on the employee's sick leave account.

N. 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, 2007*, 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 employment of the City, the above allowance shall be converted into the form of a cash payment to the estate of the employee.

O. Perfect Attendance

Employees who have perfect sick leave attendance during the calendar year shall receive \$200 within the thirty (30) days next following the last day of the employment in that calendar year.

- P. The Superintendent or Superintendent's designee may require an employee who is on sick leave for five (5) or more consecutive work days, to provide a written statement from a qualified physician that documents that the employee was not able 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.

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

## ARTICLE X VACATIONS

The vacation year shall be the period *1 July to 30 June inclusive*. Each employee shall be credited as of *1 July* with vacation leave with pay as follows.

- A. One (1) day paid vacation for each month worked in the previous fiscal 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.
- G. Approval of vacation days is at the discretion of the Safety officers' immediate supervisor and then the Director of Administrative & Environmental Services or his/her designee. Requests for vacation days must be submitted in writing first to the security guard's immediate supervisor and then to the Director of Administrative & Environmental Services or her/his designee. Vacation requests should be submitted two weeks in advance. Safety Officers should plan to take vacation time when school is not in session, however, requests for vacation days maybe considered when school is in session. In making the determination, the Director will consider the needs of the District as a whole and any personal and/or unique circumstances surrounding the request.

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

If an employee cannot take vacation time between 1 July and 30 June of any given fiscal year due solely to the actions of the Employer, then and in that event only, the Employee's vacation time not taken due to the Employer shall be accumulated and taken in the following fiscal year only, together with the vacation scheduled for that Employee in said following fiscal year.

## **ARTICLE XI 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 XII MATERIALS, EQUIPMENT, TOOLS, AND REQUIRED FEES**

The employer agrees to provide all materials, equipment, foul weather gear, tools, and required fees to perform the duties assigned to the employees covered by the Agreement.

**New Hires:**

Shirts: 5 summer  
5 winter

Pants: 5 pairs  
Belts: 2

Coats: 1 winter  
1 spring

Hats: 1 Winter Hat  
1 Summer Hat

**Yearly Replacements**

2 Pants  
5 Shirts (either long or short or combination)  
Jackets replaced as needed.

Raingear will be supplied to each Safety Officer.

**ARTICLE XIII  
JOB POSTING AND BIDDING**

Announcements of vacant positions are to be posted as soon as the funding source is confirmed and the position is approved for posting. The vacancy notice shall be posted in designated areas for a minimum of fifteen (15) calendar days. Employees interested in filling a posted vacancy will send a written notice indicating such to the facilities & Operations Office.

The Director of Administrative & Environmental Services or his/her designee has the authority to reassign security officers to meet District needs.

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

Any employee temporarily filling a position with a higher rate of pay shall receive the higher rate for the duration of the temporary assignment.

**ARTICLE XIV  
MISCELLANEOUS**

1. **Bulletin Board.** A bulletin board for the publishing of notices of a routine nature will be maintained in a conspicuous place in the security office at Durfee High School.

2. **All reasonable benefits, privileges, or working condition** 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 to 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.
3. **No Discrimination.** The parties to this Agreement agree that they shall not discriminate against any person because of race, creed, color, sex, age, or sexual orientation 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 for discussions with employees about working conditions provided at least twenty-four (24) hours prior notice is provided to the Director of Administrative & Environmental Service and that care is exercised by such representatives so that they do not interfere with either the performance of duties of the employee or the operation of the school.
5. **Consultation Procedure.** Consultation Procedure - The Director of Administrative & Environmental Services will meet quarterly with all safety officers to discuss issues of mutual concern.
6. **Full Bargaining 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 bargaining 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, 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 not be affected thereby and shall continue in full force and effect.
8. **Work Continuity.** The Union agrees that for the life of this contract there shall be no strike, slowdown, sickout, or other similar concerted action.
9. **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, with limitations, 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 the Agreement.

10. Security personnel shall be allowed to attend bona fide seminars connected with security duties. The School Committee, upon the recommendation of the Director of Administrative & Environmental Services, will determine the seminars to be attended, if any, and the number and the individuals who would be allowed to attend. The 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.

11. At the beginning of the each school year, the employee under this Agreement shall receive written statement indicating the amount of sick leave accumulated to that employee.

12. The Fall River School Department shall retain in-house Security on an overtime basis for organized school functions held at the school and attended by the general public outside the regular school day hours in effect at any given time. For the purpose of this section, the phrase "in-house security" shall be defined as Safety Officers who are employed by the Fall River School Department.

In-house security shall be retained for athletics events when admission is charged the general public by the Fall River School Department.

This section shall not apply to the use of school building and grounds for School Department functions including, without limiting the generality of same, staff meetings, faculty meetings, parents' meetings, evening school, and summer school.

Further, this section shall not apply to Milliken-Silva Basketball activities or security for the boys' locker room.

The Fall River School Department shall not go outside the Safety Officers Bargaining Unit to hire security personnel for after hours or overtime details unless it has exhausted all reasonable efforts to reach bargaining unit personnel. This does not preclude the Fall River School Department from hiring one or more police officers in addition to a Safety Officer for after hours or overtime details.

13. In the event the School Department entertains an early retirement incentive program, the parties to this Agreement agree to meet and discuss same.

14. **Contract Duration.** 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 not later than and shall continue until an agreement is reached or until this Agreement has been terminated.

15. **Health Insurance Co-payments.** Blue Cross Blue Shield Co-payments for physician office visits will increase so that the current \$5 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.



## **ARTICLE XV**

### **Performance 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 the probationary service. The probationary period will be six months. However, if the officer hasn't completed the required professional services training, the probationary period will be extended until all training has been completed. Performance evaluation of a non-probationary employee shall be performed once every year and be completed by May 1 of each year of 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 that year to begin their two year cycle. The remaining employees, with three or more years of service, will begin their alternate 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:

- Quality and quantity of work;
- Work habits;

Work attitudes;  
Working relationships with others; and,  
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.

Safety Officers will be evaluated by their immediate supervisor. All evaluations will be reviewed by the Director of Administrative & Environmental Services then the Executive Director of Facilities & Operations. Evaluations that are conducted by a member of the employee's bargaining unit will also be conducted and cosigned by the next immediate supervisor.

### 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.

**ARTICLE XVI  
SALARIES**

**Security Guard Bargaining Agreement:**  
**July 1, 2006 through June 30, 2009**

**Security Guard**

		<b>FY07 1/1/07</b>	<b>FY08 7/1/07</b>
<b>LEVEL</b>	<b>FY07</b>	<b>2%</b>	<b>2%</b>
<b>1</b>	<b>10.47</b>	<b>10.68</b>	<b>10.89</b>
<b>2</b>	<b>10.96</b>	<b>11.18</b>	<b>11.40</b>
<b>3</b>	<b>11.52</b>	<b>11.75</b>	<b>11.99</b>

**Senior Security Guard**

		<b>FY08 7/1/07</b>
<b>LEVEL</b>	<b>FY07</b>	<b>2%</b>
<b>1</b>	<b>13.70</b>	<b>13.98</b>

**July 1, 2006 through June 30, 2009**

**Probationary Safety Officers**  
**Effective 7/1/07** **11.54**

**Safety Officer Steps**

	<b>FY08 7/1/07</b>	<b>FY09 7/1/08</b>	<b>FY09 6/30/09</b>
<b>LEVEL</b>	<b>2%*</b>	<b>2%*</b>	
<b>1</b>	<b>13.22</b>	<b>13.22</b>	<b>13.22</b>
<b>2</b>	<b>n/a</b>	<b>13.49*</b>	<b>13.49</b>
<b>3</b>	<b>n/a</b>	<b>n/a</b>	<b>13.76*</b>

### Senior Safety Officers

	FY08 7/1/07	FY09 7/1/08	FY09 6/30/09
<u>LEVEL</u>		<u>2%*</u>	<u>2%*</u>
1	15.63	15.63	15.63
2	n/a	15.93*	15.93
3	n/a	n/a	16.26*

### Boot/Shoe Allowance

Safety Officers will receive a \$100 per year stipend for a boot/shoe allowance.

### Stipends for College Credits

Safety Officers with thirty (30) or more college credits will receive a \$500 per year stipend, effective July 1, 2004.

Safety Officers with sixty (60) or more college credits will receive a \$900 per year stipend, effective July 1, 2004.

To receive these stipends, Safety Officers must submit a written request along with official transcript(s) from accredited community college(s), college(s), or university(ies) verifying the awarding of those credits. This information shall be submitted to the Director of Administrative & Environmental Services prior to the beginning of each fiscal year.

## ARTICLE XVII LONGEVITY

### Effective July 1, 1996

After Five years:	\$8.85 weekly
After ten years:	\$11.55 weekly
After twenty years:	\$15.40 weekly
After thirty years:	\$19.25 weekly

### Senior Safety Officers

	FY08 7/1/07	FY09 7/1/08	FY09 6/30/09
<u>LEVEL</u>	<u>2%*</u>	<u>2%*</u>	
1	15.63	15.63	15.63
2	n/a	15.93*	15.93
3	n/a	n/a	16.26*

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## Fall River Public Schools – Performance Evaluation

page 2 of 4

### 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

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**Supervisor's Signature and Title**

---

**Date**

---

**2<sup>nd</sup> Supervisor's Signature and Title**

---

**Date**

**Comments of Employee:**

---

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

---

**Date of Discussion with Supervisor**

**Part C – Comments of 1<sup>st</sup> or 2<sup>nd</sup> reviewer of this evaluation:**

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Signature and Title of Reviewer

---

Date

**Comments of Employee:**

---

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


---


Date reviewed by employee

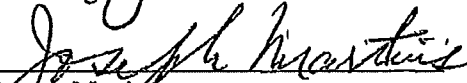


IN WITNESS WHEREOF, the parties hereunto set their hands and seals this  
16<sup>TH</sup> day of June, 2008.

FALL RIVER, MASSACHUSETTS SCHOOL COMMITTEE, by


  
Mayor, Robert Correia, Chairperson

  
Kevin Aguiar

  
Joseph Martins

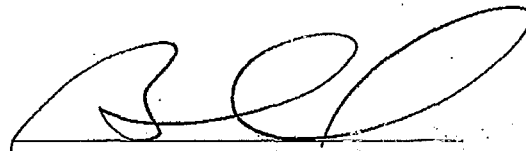
  
Marilyn M. Roderick

  
Mark Costa, Vice Chairperson

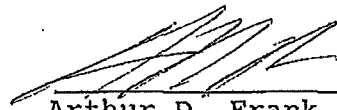
  
Shawn Cadime

\_\_\_\_\_  
Timothy McCoy

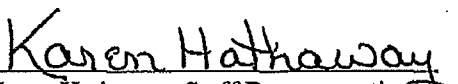
ATTORNEY FOR THE FALL RIVER,  
MASSACHUSETTS SCHOOL COMMITTEE

  
Bruce A. Assad, Legal Counsel

CORPORATION COUNSEL  
CITY OF FALL RIVER

  
Arthur D. Frank, Jr., Esq.

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

  
Karen Hathaway, Staff Representative

  
\_\_\_\_\_  
\_\_\_\_\_

  
\_\_\_\_\_  
\_\_\_\_\_

**Attesting as to Availability of Funds**

Kathleen A. Macedo

**Kathleen Macedo  
Chief Financial Officer**

**Attesting to the Availability of Funds**

Kevin Almeida

**Kevin Almeida  
City Auditor**