

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN THE FALL RIVER SCHOOL COMMITTEE AND THE
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES LOCAL 1118
SECURITY EMPLOYEES**

WHEREAS, the **Fall River School Committee** (“Committee”) is a Public Employer, within the meaning of Massachusetts General Laws Chapter 150E, Sec 1.

WHEREAS, **AFSCME, Council 93 Local 1118** (“Union”), is an Employee Organization within the meaning of Massachusetts General Laws Chapter 150E, Sec 1 and is the Exclusive Bargaining Representative for certain employees of the Security Department in the Fall River School Department.

WHEREAS, the parties have engaged in good faith negotiations relative to the terms of a new Collective Bargaining Agreement.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree to the following terms:

1. TERM OF CONTRACT: The present agreement will run a total of three (3) years:
July 1, 2010-June 30, 2011 (Year 1)
July 1, 2011-June 30, 2012 (Year 2)
July 1, 2012-June 30, 2013 (Year 3)

2. MONETARY INCREASES:

Wage and Hour Scale: The following increases will be made to the Wage and Hour Scale:

Year 1- 0% increase
Year 2-0% increase
Year 3-2% increase effective mid-year

In addition to the 2% increase effective mid year, the following monetary increases will also become effective:

Boot Allowance: will increase to \$150 annually.

Perfect Attendance Bonus: The parties agree to the following modifications to the Perfect Attendance Bonus. If an employee utilizes the following days, he/she will be entitled to the below amount:

\$350 per year for 0 sick days utilized annually.

\$200 per year for 1 sick day utilized annually.

\$125 per year for 2 or 3 sick days utilized annually.

For purposes of this section a year shall be from July 1, through June 30.

3. **LANGUAGE MODIFICATIONS:** The below language modifications will become effective upon ratification by both parties:

ARTICLE III: GRIEVANCE AND ARBITRATION PROCEDURE

MODIFY "Procedure" to reflect the following:

A. Level I-~~Informal~~ Grievance-

Delete 1A: ~~A grievant or his/her representative shall discuss, informally withadvance it to Level 1B~~

Article will begin with 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 Engineering and Maintenance Services. 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~~ - Delete Level II in its entirety
—— 1. ~~Within ten (10) daysremedy~~
—— 2. ~~The Executive Director of Facilities and Operations~~

- C. Level III will become Level II- no language changes
D. Level IV will become Level III-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/~~**Add Labor Relations Connection** –
F. General Provisions
G.

ARTICLE V
SENIORITY

Add the following to the present language: "The parties agree that no permanent employee shall be disciplined or discharged without just cause."

MISCELLANEOUS

Health Care: A. Remove health insurance co-pay information by deleting last paragraph of #23 under "Miscellaneous" and replace with the following:

The City of Fall River and the Union have entered into a separate agreement regarding health insurance.

Employees will continue to be obligated to pay 25% of health insurance premiums; the Fall River School Department will continue to pay 75% of premiums.

Article 14, Section 12 will be moved to Article 5 and paragraph 4 will be deleted.

NEW ARTICLE SHIFT MODIFICATION DIFFERENTIAL

The parties agree that employees on either the first shift or the second shift may be asked to move his/her start time by a period of one hour, provided that the following conditions are met:

1. The modification must be for at least a two consecutive week assignment at the school where the employee is currently assigned. The only exception to the two week assignment will be for school vacation weeks, when the modification may be for less than two consecutive weeks.
2. The modification will be offered on the basis of seniority in the building where the modification is requested.
3. The modification is not to exceed one hour on either end of the employee's present shift. The employee will still work eight (8) hours per shift at straight time. Any employee who works over eight (8) hours will be entitled to overtime compensation pursuant to Article VI.
4. In consideration for the modification, employees will be paid a modification differential in the amount of \$1 per hour for all hours worked during the assignment. This amounts to \$80 total in differential pay for a two week assignment. This differential pay will be given in addition to any other shift differential or stipends currently given.

NEW ARTICLE "TRAINING STIPEND"

The parties agree that if the School Department elects to utilize a person who is covered by this Agreement to train other School Department employees on "Security Issues and/or Restraints" that said Trainer will be reimbursed for certification he/she is required

to undertake. Further, the School Department agrees to compensate said Trainer in the amount of \$500 per year for training any Security Officers. If the Trainer is required to train any other School Personnel, he/she shall be paid at the (total) rate of \$50 per hour.

The parties hereby affix their signatures in agreement with the terms contained herein on this 9 day of ~~March~~, 2013.
April

On behalf of the Fall River School Committee:

Bruce A. Assad
Attorney for the School Committee

On behalf of AFSCME Council 93, Local 1118:

Karen Hathaway