

Memorandum of Agreement
Between
Fall River School Committee
And
Fall River Public Schools Government Programs
Clerical

This Memorandum of Agreement is entered into by and between the Fall River School Department (hereinafter known as the Employer) Fall River Public Schools Government Programs (hereinafter Government Programs).

Whereas, the Employer and Government Programs are parties to a Collective Bargaining agreement for the period of September 1,2014 to August 31, 2017; and

Whereas the Employer and the Government Programs have, pursuant to Massachusetts General Laws Chapter 150E, negotiated the terms for a successor agreement to be effective September 1,2014.

Now, therefore, the Negotiating Subcommittee of the Employer, acting subject to the ratification of this Memorandum of Agreement by the Fall River School committee to whom the Subcommittee agrees to recommend acceptance, and Government Programs representative, acting subject to the ratification of this Agreement by the membership of the Association to whom the Negotiating Subcommittee agrees to recommend acceptance, the parties agree as follows:

The terms and conditions of employment set forth in the collective bargaining agreement for the period September 1,2014 through August 31,2017, except as modified below.

1. All references to dates in the successor Collective Bargaining agreement shall be changed to reflect the term of the successor Agreement unless otherwise provided for in this document.

2. ARTICLE VI-HOURS OF WORK

Effective

September 1,2016

1. The basic workweek for all full-time employees shall consist of thirty-five (35) hours scheduled over five(S) consecutive, seven (7) hour workdays, Monday through Friday.

The hours of work for various job stations are as follows:

- a. **ADMINISTRATION BUILDING AND ANNEX EDUCATION AND BUILDINGS DIVISION**
Normal Hours: 8:00 a.m. to 4: p.m., including one (1) hour for lunch(Hours may be adjusted at the discretion of the supervisor.)
- b. *Summer hours: 8:00a.m. – 3:00p.m., including one (1) hour for lunch. Summer hours are the period from June 1through August 31 and any work day during which school is not in session.

***(Clerks assigned to the Administration Buildings who are not eligible for Step 7 will follow summer hours including the period June 1through August 31 and any work day during which school is not in session.)**

Switchboard Clerk Hours: Normal Hours 7:30 AM to 3:30 PM
Summer Hours 7:30 AM to 2:30 PM

3 ARTICLE VII-WAGES

Effective September 1, 2015, clerks who work outside the regular work day hours such as, but not limited to evening sessions, shall be compensated at his/her hourly rate of each hour worked.

4. ARTICLE XI

Parental Leave and Vacation

Any employee who leaves a clerical position in the employ of the School Committee for the purpose of giving birth or adopting a child, and who shall give reasonable notice to the School Committee of his/her anticipated date of departure, and who subsequent to such birth or adoption is still qualified to perform the duties of such position, shall be entitled to be restored to his/her previous position within six (6) months of his/her departure, or a similar position within eighteen months (18) of his/her departure date, or in event of a miscarriage within six (6) months of his/her departure date, with the same status, pay, and seniority as if he/she had not been absent.

5. ARTICLE XII-SICK LEAVE AND SICK LEAVE BANK

Upon resignation, retirement, on severance of employment (but not discharge for just cause) from the Fall River Public Schools there shall be a severance benefit pertaining to sick leave payable in accordance with the following schedule:

Any clerk in the Fall River School System with a minimum of fifteen (15) years of service will get thirty dollars (\$30.00) for each day of accumulated unused days up to 181 days upon resignation, retirement, or death. In addition, clerks will be compensated at thirty dollars (\$30.00) a day for 25 percent (25%) of all days accumulated over 181 days. In order for a clerk to be entitled to the "buy back," a clerk must notify the Administration of his/her intent to retire or resign at least six (6) months before his/her retirement/resignation date.

6. ARTICLE XII-SICK LEAVE AND SICK LEAVE BANK

13. Effective September 1, 2015:

Perfect Attendance: \$350.00 per year
One (1) sick day used: \$200.00 per year
Two (2) to (3) sick days: \$125.00 per year

7. ARTICLE XIII-LONGEVITY

Effective September 1, 2015:

After 5 years \$21 per week
After 10 years \$28 per week
After 15 years \$34 per week
After 20 years \$40 per week
After 25 years \$48 per week
After 30 years \$52 per week

After 35 years \$57 per week
After 40 years \$62 per week

8. ARTICLE XIV-LEAVES WITH PAY

Funeral Leave Five (5) days for death in immediate family and one (1) day for relative's funeral. Immediate family consists of husband or wife, mother or father, brother or sister, children, grandchildren, mother-in-law, father -in-law, or any member of the immediate household. For purposes of defining relatives for this section, the term includes great-grandparents, great grand children, aunts, uncles, nieces, nephews, first cousins, brother-in-law, and sister-in-law. There shall be no loss of credit from annual or cumulative leave or loss of salary.

9. ARTICLE XVIII-MISCELLANEOUS

Course reimbursement Subject to the approval of the superintendent, employees will be reimbursed for work related course.

10. ARTICLE XXII-SENIORITY AND LAYOFF/RECALL

Lay off and Recall In the event it becomes necessary due to bona fide economic reasons to reduce the workforce, the Employer shall notify the Government Programs at least thirty (30) days in advance of the need for reductions. The parties shall then meet to determine ways to avoid any reductions in force. If the School Committee determines that layoff of a Government Program employee is necessary, layoffs shall be by seniority with the least senior Government Program employ being laid off first. If Government Program employee is to be laid off, he/she shall be notified in writing by the Superintendent as soon as he/she becomes aware of the anticipated layoff, however no later than four (4) weeks before a lay off occurs.


11. ARTICLE VI-HOURS OF WORK

C. SUBSTITUTE CALL ASSIGNMENT CLERICAL Clerical staff shall not be responsible for substitute call assignments.


12. SALARY

Effective September 1, 2014: 1.5% increase to all steps on the schedule.
Effective September 1, 2015: 2.5% increase to all steps on the schedule.
Effective September 1, 2016: 2.5% increase to all steps on the schedule.

SIGNED ON THIS _____ DAY OF August 2016.



Fall River School Committee
Megan Courser
9/15/16



Fall River Public Schools Government Programs