

**MEMORANDUM OF AGREEMENT
BETWEEN THE
FALL RIVER FEDERATION OF PARAPROFESSIONALS, LOCAL 4851
AFT MA, AFL-CIO ("Federation")
AND THE
FALL RIVER SCHOOL COMMITTEE ("Committee")**

The collective bargaining agreement between the Federation and the Committee, dated July 1, 2006, to June 30, 2009, is modified as follows, contingent upon ratification by each party:

1. Extend contract 1 year

→ On cover and in Article XIII, change start date to July 1, 2009 and end date to June 30, 2010.

2. Maintain base pay while addressing City's financial concerns for FY10

→ In Appendix A, the salary scale effective September 1, 2009 shall be maintained at the June 30, 2009, level (including the \$0.25 per hour increase effective on June 30, 2009).

→ Add a new Appendix D: Furlough Days for FY10 as follows:

- "1. Notwithstanding the provisions of the parties' collective bargaining agreement, for the 2009-2010 school year only, the parties agree to reduce the work year by two (2) days by not working:
 - the Professional Development Day normally held in the middle of the School Year;
 - the two half days at the end of the school year when students are not in school.
- "2. The work year for all employees for all years after the 2009-2010 school year shall be pursuant to all the provisions of the parties collective bargaining agreement.
- "3. This agreement sets no precedent nor prejudices either party."

3. Modify and clarify other compensation

→ Equalize the Special Education differential by adding the following Paragraph X.6.C:

"Effective June 30, 2010, the following paragraph shall replace the paragraphs A and B directly above: Special Education Paraprofessional(s) who work in substantially separate, self-contained classrooms which primarily consist of profound developmentally impaired, severely physically handicapped, severely multi-handicapped, severely retarded and severely emotionally disturbed students, will receive a differential of \$400.00 per year. The differential will be made in two (2) payments, one as the first check in January, and the other as the first check in June. Payments will be prorated based upon forty

dollars (\$40.00) for a month of service with these types of classes. Any Paraprofessional(s), with a Federation officer present, can question whether she/he is entitled to the extra amount.”

→ Prorate perfect attendance payment by appending the following sentence to Section X.9:

“Paraprofessionals who begin employment after the start of the work year, but otherwise have perfect attendance, shall receive the \$200 prorated to the number of days employed compared to the number of work days that year.”

→ Set pay rate for Summer Programs by adding the following Paragraph E. to Section XIV.1:

“Each paraprofessional working in the Summer Programs shall be paid at their regular rate of pay.”

→ Rewrite the substituting Section VI.5.B as follows:

“Paraprofessional(s) used as substitute teachers for one or two periods at the elementary middle and high school level will be compensated at a rate of \$5.00 per period, or portion thereof.

A paraprofessional who works as a substitute teacher for a full day, or three hours or more in the same classroom, will be compensated for that day by receiving her/his regular pay plus receiving pay for added time worked, beyond six hours, of one and one-half times her/his regular hourly rate beyond his or her regular workday, shall be compensated for that extra time at the overtime rate pursuant to Paragraph VI.3.B.”

→ Set pay for attending workshops by adding a new Paragraph C to Section VI.17 as follows:

“Any paraprofessional who is assigned to attend workshops outside his or her regular work day shall be compensated at the overtime rate pursuant to Paragraph VI.3.B.”

→ Have longevity paid at the end of the year earned by rewriting Paragraph X.7.A as follows:

“Paraprofessional(s) will receive longevity payments as set forth in Appendix A, which is attached to and made a part of this Agreement. Paraprofessionals will receive their longevity check as the first check of the school year, on the same date as the first teachers' check within thirty (30) days following the last day of school in that school year.”

→ Memorialize that stipends for college credit paid at the end of the year by appending Section X.10 with the following paragraph:

“Paraprofessionals will receive these stipends within thirty (30) days following the last day of school in that school year.”

4. Health Insurance

- Eliminate the option of BC/BS Master Health Plus by rewriting the first paragraph of Section VI.14 as follows:

“During the life of the Agreement, there shall be no changes in the existing health plan Blue Cross Blue Shield Blue Care Elect plan. However, the City reserves the right to offer a second health plan at a lower rate and further reserves the sole right to make any changes in the level of benefits for said second plan. The choice between health plans will be at the individual employee's option, except that bargaining unit members waive any right or entitlement to participate in the so-called Blue Cross/Blue Shield Master Health Plus Insurance Plan.”

5. Form a committee to review the Evaluation Form

- Create a new Section XVII.H as follows:

“The Committee and Federation shall form a Joint Labor-Management Committee, no later than three (3) months after ratification of this agreement, to develop recommendations for a new evaluation form to be included in an appendix in the parties' collective bargaining agreement, and, if needed, any changes to the established evaluation procedures. This JLMC shall, within six (6) months of ratification of this agreement, present its recommendation to the Committee and Federation for negotiations and ratification.”

6. Expand discrimination clause

- In Article V, add to list of characteristics of which there will be no discrimination: military service; sexual orientation.

7. Extend timeline for giving notice of termination

- In Section VI.9, increase time paraprofessionals are given notice for termination from two (2) weeks to thirty (30) calendar days.

8. Increase flexibility for Federation time off

- In Section XI.5, replace Paragraphs A and B with the following Paragraph A (and relabel Paragraph C as Paragraph B):

“The Federation will be granted, without loss of pay, time necessary to conduct the affairs of the Federation. This time will not exceed ten (10) days and can be taken in one-half day increments. A maximum of two (2) people at a time will use the days.”

9. Allow more flexibility for staggering school start times

- In Paragraphs A.1 and A.2 of Section VI.3, change the work time frame from “7:45 a.m. to 2:30 p.m.” to “7:15 a.m. to 3:00 p.m.” (This maintains the 6-hour work day.)

10. Limited Re-opener

- If the Fall River Teachers Association and the Committee reach a contract agreement that contains greater salary/benefit increases or calls for less than two (2) furlough days or does not limit health care choices as contained in this Memorandum of Agreement, then the Committee agrees to re-open negotiations with the Federation, upon request, for those issues only. There shall be no change unless a mutual agreement is reached.

11. Pending Grievances and Arbitrations

- The Committee agrees to not raise the issue of timeliness for those grievances currently at the school committee level. Further, the Committee agrees to hear those grievances currently at its level by November 22 or said grievances shall be deemed denied and the Federation may bring them to arbitration.

12. Housekeeping

- Make references to seniority consistent to refer to Section VI.6.
- Fix typographical errors throughout document, format where needed.
- Remove dates of implementation where appropriate, eliminate outdated sections.
- Clarify Paragraph VI.2.D that for classroom paraprofessionals, it is the Committee that shall follow the guidelines.
- Update Federation name.

The Federation and the Committee hereto duly execute this Agreement by the respective signatures of their authorized representatives, upon ratification, on this 1st day of Oct, 2009.

For the Committee



For the Federation

