

Memorandum of Agreement

Between

Fall River School Committee

and

Fall River School Department Civil Service Clerical Employees Association

This Memorandum of Agreement is entered into by and between the Fall River School Department (hereinafter the Employer) Fall River School Department Civil Service Clerical Employees Association (hereinafter the Union).

Whereas, the Employer and the Union are parties to a Collective Bargaining Agreement for the period July 1, 2013 through June 30, 2014; and

Whereas, the Employer and the Union have, pursuant to Massachusetts General Laws Chapter 150E, negotiated the terms for a successor agreement to be effective July 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 the Negotiating Subcommittee of the Union, 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 July 1, 2013 through June 30, 2014 shall remain in full force and effect for the period July 1, 2014 through June 30, 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

Amend to read as follows:

Effective July 1, 2015

1. The basic workweek for all full-time employees shall consist of thirty-five (35) hours scheduled over five (5) 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 4:00 p.m., including one (1) hour for lunch.

***Summer Hours:** 8:00 a.m. 3:00 p.m., including one (1) hour for lunch. *(the period June 1 through August 31 and any workday 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 1 through ~~October~~ August 31 and any workday during which school is not in session.)

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

If it is required that the switchboard remain open to accommodate work shifts of other personnel classifications, a rotating schedule utilizing available clerks will be set up to provide switchboard coverage as necessary.

3. ARTICLE - VII WAGES

Amend to read as follows:

4. ~~Clerks~~ Effective July 1, 2015, clerks who work outside the regular work day hours such as, but not limited to evening sessions, shall be compensated at ~~an~~ his/her hourly rate of ~~\$13.00~~ for each hour worked.

4. ARTICLE XI

Amend to read as follows:

MATERNITY-PARENTAL LEAVE

1. Any ~~woman-employee~~ who leaves a clerical position in the employ of the School Committee for the purpose of giving birth to a child or of adopting a child, and who shall give reasonable notice to the School Committee of her/his 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 her/his previous position within six (6) months of her/his departure, or a similar position within eighteen (18) months of her/his departure date, or in the event of a miscarriage within six (6) months of her/his 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

Amend to read as follows:

11. Upon ~~resignation/retirement~~ resignation, retirement, or 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:

6. ARTICLE XII - SICK LEAVE AND SICK LEAVE BANK

Amend to read as follows:

13. Effective July 1, 2015.

Perfect Attendance: _____ ~~\$200~~\$350 per year for the duration of the contract.

One (1) sick day used: \$200 per year.

Two (2) to Three (3) days used: \$125 per year

7. ARTICLE XIII - LONGEVITY

Amend to read as follows:

Effective July 1, 2015:

After 5 years	\$16 <u>\$21</u> per week
After 10 years	\$23 <u>\$28</u> per week
After 15 years	\$29 <u>\$34</u> per week
After 20 years	\$35 <u>\$40</u> per week
After 25 years	\$43 <u>\$48</u> per week
After 30 years	\$47 <u>\$52</u> per week
After 35 years	\$52 <u>\$57</u> per week
After 40 years	\$57 <u>\$62</u> per week

8. ARTICLE XIV - LEAVES WITH PAY

Amend to read as follows:

4. **FUNERAL LEAVE** - ~~Four (4)~~Five (5) days for death in immediate family and one (1) day for a relative's funeral. Immediate family consists of husband or wife, mother or father, brother or sister, children, grandchildren, grandparents, 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

Amend to read as follows:

15. COURSE REIMBURSEMENT

Subject to the approval of the Superintendent, employees will be reimbursed for work related courses.

10. ARTICLE XXII - SENIORITY AND LAYOFF/RECALLS

Amend to read as follows:

Lay Off and Recall

1. **Lay Offs.** In the event it becomes necessary due to bona fide economic reasons to reduce the workforce, the Employer shall notify the Union at least thirty days (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 a layoff of a bargaining unit member is necessary, layoffs shall be by seniority with the least senior bargaining unit member being laid off first. If a bargaining unit member 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. ARTICLEVI – HOURS OF WORK

Amend to read as follows:

C. SUBSTITUTE CALL ASSIGNMENT

On days when school is in session, it will be necessary to provide switchboard service for substitute teacher assignments beginning at 6:50 a.m. Clerical staff shall not be responsible for substitute call assignments.

12. SALARY

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

SIGNED THIS 17th DAY OF ~~JULY~~ NOV 2015

Fall River School Committee

Elizabeth A. Lord-Coneia
Fall River School Department Civil Service
Clerical Employees Association