

AGREEMENT

BETWEEN THE

FALL RIVER SCHOOL COMMITTEE

and the

FALL RIVER SCHOOL DEPARTMENT

CIVIL SERVICE

CLERICAL EMPLOYEES ASSOCIATION

JULY 1, 2006 THROUGH JUNE 30, 2009

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ARTICLE I

AGREEMENT

1. **This Agreement** entered into by the **Fall River School Committee**, hereinafter referred to as the **Committee**, and the **Fall River School Department Clerical Employees Association**, MFT, AFT, AFL-CIO hereinafter referred to as the **Association**, has as its purpose the promotion of harmonious relations between the Committee and the Association, the setting forth of the basic and full Agreement between the parties concerning rates of pay, wages, hours of employment, and other conditions of employment.

ARTICLE II

RECOGNITION

1. The Committee recognizes the Association as the sole and exclusive bargaining agent for the purpose of establishing wages, hours, and other conditions of employment for all Civil Service Clerical employees of the Fall River School Department.

ARTICLE III

DISCRIMINATION AND COERCION

1. The Committee will not discriminate against any employee because of her/his activity or membership in the Association. The Committee further agrees that there will be no discrimination against any member for her/his adherence to any provisions of this Agreement.
2. The Association, its officers or members, shall not intimidate or coerce employees in exercising their legal right to join or refrain from joining an employee organization.
3. The Association further agrees that it will not conduct its business during working hours, except business normally done in the operation of the grievance procedure or contract negotiations if mutually feasible to both parties.

ARTICLE IV

GRIEVANCE PROCEDURE

1. The purpose of the procedure set forth in this Article is to produce prompt and equitable solutions to those problems which, from time to time, may arise and affect the conditions of employment of employees covered by this Agreement. The Committee and the Association desire that such procedure be as informal and confidential as possible.
2. Nothing contained in this Article shall be construed as limiting the right of any aggrieved employee from discussing her/his grievance informally under the grievance procedure and from having her/his grievance adjusted, without the intervention of the Association, providing any such adjustment is not inconsistent with the terms of this Agreement. Grievance discussions may take place during duty hours after prior approval of the Superintendent or his/her designee.
3. A grievance is defined as a question, complaint, or dispute involving the meaning, application, or interpretation of, or compliance with the terms and provisions of this Agreement. Any matter which is not specifically covered by the provisions of this Agreement or which is reserved to the discretion of the Committee by the terms of this Agreement shall not be the subject of a grievance.
4. Grievances, except as is otherwise provided for herein, shall be processed in accordance with the following procedure:
 - a. **LEVEL ONE:** The aggrieved employee and/or the Union Steward shall first present her/his grievance orally or in writing to her/his immediate supervisor. If the grievance is presented in writing, it shall give a summary of the facts involved, the provision or provisions of this Agreement allegedly violated, and the relief desired. The immediate supervisor shall advise the aggrieved employee in writing of the decision made with respect to the grievance within five (5) working days after the grievance is presented.
 - b. **LEVEL TWO:** If at the end of the three (3) working days next following the presentation of the grievance at Level One the grievance shall not have been disposed of to the employee's satisfaction, the aggrieved employee or the Association may, within five (5) working days thereafter, submit her/his grievance in writing to the Superintendent or his/her designee. The written grievance shall give a summary of the facts involved, provision or provisions of this Agreement allegedly violated, and the relief desired. Within five (5) working days after receipt of the written

grievance, the Superintendent or his/her designee shall meet with the aggrieved employee and a representative or representatives of the Association in an effort to settle the grievance. Within five (5) working days after the conclusion of said meeting, the Superintendent or his/her designee, as the case may be, shall advise the aggrieved employee and the Association in writing of his/her decision concerning the grievance.

- c. **LEVEL THREE:** If at the end of the ten (10) working days next following the presentation of the grievance at Level Two the grievance shall not have been disposed of to the employee's satisfaction, the aggrieved employee or the Association may, within five (5) working days thereafter, submit her/his grievance in writing to the Committee. Within ten (10) working days after receipt of the written grievance, the Committee shall meet with the aggrieved employee and a representative or representatives of the Association in an effort to settle the grievance. The Committee shall, within ten (10) working days after the conclusion of said meeting, advise the aggrieved employee and the Association in writing of its decision with respect to the grievance. The decision of the School Committee will be final and binding on all parties.
- d. If at the end of the thirty (30) working days following the occurrence of any grievance, or the date of first knowledge of its occurrence by an employee affected by it, the grievance shall not have been presented at Level Two of the procedure set forth above, the grievance shall be deemed to have been waived. Any grievance in course under such procedure shall also be deemed to have been waived if the action required to present it to the next level in the procedure shall not have been taken within the time specified in the procedure. If the Committee does not respond within the time limits set forth, the Association may process the grievance to the next level.
- e. If a grievance affects a group or class of employees, the aggrieved employee or the Association may submit such grievance in writing directly to the Superintendent or his/her designee and the processing of such grievance will begin at Level Two as set forth above.
- f. The time limits hereinbefore specified for the bringing and processing of a grievance may be extended by mutual agreement of the Association and the Committee.
- g. No written communication, other documents, or records relating to any grievance shall be filed in the personnel file of any employee involved in presenting such grievance.

5. If the aggrieved person is not satisfied with the School Committee's decision at Level Three or if no decision has been rendered within ten (10) working days after the meeting at Level Three, the Union may submit the grievance to the American Arbitration Association for final and binding arbitration, provided that any request for arbitration must be filed with the American Arbitration Association not later than 15 working days after the meeting at Level Three. The costs of the services of the assigned arbitrator will be borne equally by the School District and the Federation.

ARTICLE V

VACANCIES AND PROMOTIONS

1. Written notices should be posted at the location where all employees work regarding vacancies.
2. The said written notice of vacant positions shall indicate the position and the date within which applications should be filed with the Superintendent of Schools. Such date shall not be less than seven (7) days from the date of the posting of the notice, except in cases of emergency. Employees who desire to apply for any such position or vacancy shall submit their applications in writing to the Superintendent of Schools within the time limit specified in the notice announcing the vacancy.
3. In addition to the giving of notice in the manner indicated above, the Committee may give notice of vacant positions and seek applicants in such other ways as it considers necessary.
4. In filling vacancies for promotional positions, the Rules and Regulations of Civil Service will govern.
5. In the event of assignment or transfer, area of competence, quality of performance, relevant demonstrated needs of the system, and seniority will be given consideration. All other factors being substantially equal, seniority will govern. An alleged violation of this section shall be subject to the grievance provisions of this Agreement.
6. The Association recognizes and agrees that in order to meet budget requirements it may be necessary to allow certain positions to remain unfilled or be eliminated. The Association waives any rights it may have to require continued existence of said positions and to file grievances concerning same.

7. Effective 10-17-05 provisional clerk-stenographers are members of the Fall River School Department Clerical Employees Association, MFT, AFT, AFL-CIO, but they are not covered by civil service laws. When a civil service test is given for clerk-stenographer, all provisional clerks will be required to take the test and pass it in order to keep their position as a clerk-stenographer.
- Provisional clerk-stenographers will receive the benefits of this contract as follows:
- a. They will start on Step 1 unless covered under Article VII #2.
 - b. They will be eligible to increase a step each year on their anniversary date until they reach their maximum.
 - c. Provisional clerk-stenographers hired prior to this agreement will be placed on the salary step that reflects the years of service worked. This will be effective as of October 17, 2005 with no retroactive pay.
 - d. They will be given sick leave and personal leave prorated as of their hire date. On July 1, following their hire date they will receive the current 17 sick days and 3 personal business days.
 - e. A provisional clerk who was a member of another school department union will be allowed to carry over their accrued sick and personal leave.
 - f. They will receive vacation days on July 1 following their hire date. These days will be calculated according to the number of months they have worked in the previous year under this contract. On July 1 following a year after their hire date they will be eligible for the current 3 weeks vacation.
 - g. A provisional clerk-stenographer who is appointed and was a member of another bargaining unit in the Fall River School System or Municipal Department will be credited for their years of service for longevity purposes.

ARTICLE VI

HOURS OF WORK

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 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.

b. **SCHOOL BUILDINGS**

Normal Hours: 7:30 a.m. to 2:45 p.m., including one-half-hour for lunch.

***Summer Hours:** 7:30 a.m. to 2:00 p.m., including one half-hour for lunch. *(Any day when school is not in session.)

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.

Normal Hours: 7:00 a.m. to 3:00 p.m., including one (1) hour for lunch.

Summer Hours: School days beginning June 1 to the last day of school: 7:00 a.m. to 2:00 p.m. including one (1) hour for lunch.

Workdays during when school is not in session:
8:00 a.m. to 3:00 p.m., including one (1) hour for lunch.

- d. All of the above hours of work include a fifteen minute break in the morning and in the afternoon.
2. The Association recognizes that the hours of schools and the needs of municipal government may change from time to time necessitating adjustments in the starting and ending times of the clerical workday. The Committee recognizes its responsibility to make such adjustments in an impartial manner and only in response to genuine operational needs.
3. During the summer hours as defined above, the basic workday will be six (6) hours. Staggered working hours will be effected to provide coverage over the normal seven (7) hour workday where such coverage is determined to be necessary by the Committee. Choice of shift will be accomplished on a seniority basis within departments.
4. Any employee leaving her/his work station during normal working hours must receive permission from the Superintendent or his/her designee of Schools and their immediate supervisor.
5. On any day that school is cancelled due to inclement weather, clerks are allowed to use a vacation or a personal day.
6. When school is dismissed early because of inclement weather, clerks will be dismissed within one (1) hour following the dismissal of teachers.

ARTICLE VII

WAGES

1. The compensation of each employee shall be determined in accordance with and shall conform to the wage schedule and the effective dates thereof set forth in Appendix A., which is attached hereto and made a part hereof. The Committee shall determine in accordance with the provisions of this Article and said wage schedules the rate of compensation of each employee.
2. A new employee, except as is otherwise provided herein, shall be paid at the minimum rate of the wage schedule for the position in which she/he is employed. A new employee, who has previously been employed as a permanent appointee by the Committee in a position which is included in this bargaining unit, shall be credited with all years of her/his said previous experience with the Committee and shall be placed at the proper step on the wage schedule for the position in which she/he is employed in accordance with the number of years of her/his said experience.
3. Each employee presently employed shall be placed at the proper level and step on the wage schedule for position in which she/he is employed in accordance with the number of years of her/his continuous employment in such position by the Committee.
4. Clerks who work outside the regular work day hours such as, but not limited to evening sessions, shall be compensated at an hourly rate of \$13.00 for each hour worked.

ARTICLE VIII

OVERTIME AND CALL-BACK PAY

1. Any work performed at the request of the Committee in excess of the working day shall be considered overtime (a minimum of one (1) hour) and shall be paid for at the rate of one and one-half times the regular rate of pay of the employee. All work performed on Sunday shall be paid at the rate of two (2) times the regular rate. Hours worked for the purpose of computing overtime shall include all hours the employee is in a pay station.
2. In the event an employee is called back to work on the same day after she/he has completed her/his assigned work and left her/his place of employment, or in the event an employee is called in to work on one of her/his scheduled

days off, she/he shall be provided with not less than three (3) hours of pay at one and one-half times her/his regular rate of pay.

3. Overtime shall be equally and impartially offered to personnel in each area who originally perform such related work in the normal course of their work week. When, in the case of extreme emergencies, it is necessary to call in personnel from other areas to aid and assist, the personnel from areas other than which normally performs such related work shall be released from their duties first when the workload lessens. Overtime work shall be voluntary. There shall be no discrimination against any employee who declines to work overtime.

ARTICLE IX

HOLIDAYS

1. THE FOLLOWING DAYS WILL BE CONSIDERED TO BE HOLIDAYS:

New Year's Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
Washington's Birthday	*Friday after Thanksgiving
Good Friday	*Day before Christmas
Patriot's Day	Christmas Day
Memorial Day	*Day after Christmas
Fourth of July	*Day before New Year's
Labor Day	Teacher's Convention Day
Columbus Day	

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

2. An employee who is on leave or sick leave on any of the aforementioned holidays shall not be charged such leave but shall receive an additional day's vacation with pay.
3. In the event that a holiday falls on a Saturday, an employee scheduled to work from Monday through Friday shall be paid an additional day's salary.
4. To be eligible for holiday pay, an employee must be in a pay status on her/his scheduled workday immediately prior to and immediately following the holiday unless the employee is on vacation, sick leave, or any other authorized leave with pay.
5. Any employee required to work on a holiday shall receive, in addition to the regular holiday pay, an amount equal to two (2) times her/his regular holiday pay for all hours worked,

but in no case shall this be less than amount equal to four (4) hours work at above rate.

6. In the event that one of the above holidays falls on a Sunday and is not legally celebrated on Monday, clerks will be compensated an additional day's pay. (i.e., day before Christmas, day after Christmas and day before New Year's)

ARTICLE X

VACATIONS

1. Vacations will be taken during the twelve-month period commencing July 1 and ending June 30 *(hereafter referred to as the "vacation year") based on vacation time earned in the twelve-month period immediately preceding the "vacation year". Employees working less than the full twelve months will earn a proportionate amount of their vacation entitlement.

2. **EMPLOYEES WILL BE ENTITLED TO VACATION TIME AS FOLLOWS:**

AFTER COMPLETING:

One (1) year of service: **Fifteen (15) days** per "vacation year"

Seven (7) years of service: **Twenty (20) days** per "vacation year"

Fifteen (15) years of service: **Twenty-five (25) days** per "vacation year"

Twenty (20) years of service: *An additional day's vacation for each year she/he has served after twenty (20) years to a maximum of six (6) weeks paid vacation.*

3. Credit for years of service for purposes of vacation entitlement will be calculated from the anniversary date occurring during the "vacation year".
4. Choice of vacation time will be determined on a seniority basis. In the event more than one employee chooses the same vacation time, the Superintendent or his/her designee shall decide the operational needs.
5. Vacation time may be taken in increments of less than one week where not in conflict with operational needs noted

above. Employees may also elect to take vacation days in lieu of sick leave or personal days.

6. The existing practice of all provisional time to be credited for the purpose of determining vacation is in this contract.
7. An employee may carry forward the total of seven (7) vacation days beyond June 30. It is the responsibility of the employee to notify the Superintendent or his/her designee in writing by June 1 of her/his intention and the reasons thereof. Final approval rests with the Superintendent or his/her designee. Clerks who have reached the maximum of six (6) weeks vacation, will be allowed to buy back seven (7) days, subject to prior approval of the Superintendent or his/her designee.

ARTICLE XI

MATERNITY LEAVE

1. Any woman 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 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 previous position within six (6) months of her departure, or a similar position within eighteen (18) months of her departure date, or in the event of a miscarriage within six (6) months of her departure date, with the same status, pay, and seniority as if she had not been absent.
2. The Committee may require that the employee produce medical certification that she is physically able to resume her work before returning to the job.
3. Any system of accruing seniority benefits, which seniority of benefits accrue while an employee is on leave for sickness, disability or any other leaves, shall accrue to the employee who takes a maternity leave. In all such cases, when such employee returns, her seniority date will remain the same as it was prior to her maternity leave.
4. Maternity benefits payable from available sick leave accrued by an employee are limited to twelve (12) weeks divisible by applicant, conditional on disability by attending physician.

ARTICLE XII

SICK LEAVE AND SICK LEAVE BANK

PART A - SICK LEAVE

1. Sick leave with pay up to a total of 17 days per year will be granted in accordance with the provisions of this Article to each employee when such employee is incapacitated for the performance of her/his duties by illness or injury.

Each employee has a responsibility for limiting her/his use of personal sick leave to legitimate purposes as identified in this collective bargaining agreement. The Fall River School Department shall take fair and appropriate corrective action with respect to misuse of sick leave.
2. After the first occurrence of leaving work early for sickness, clerical staff members who leave work sick before half of their normal work day will have one sick day deducted from their sick leave accrual and clerical workers who leave work after half of their work day is complete will have a half sick day deducted from their sick leave accrual. As of the 2007 fiscal year (July 1, 2006), the sick leave accrual deductions described above will be effective with the first and all other occurrences of leaving work early for sickness.
3. Full-time employment prior to (commencement date of contract) is to be computed in determining eligibility.
4. Whenever it is necessary for a clerk to leave work due to illness, she/he must notify the Office of Human Resources and her/his immediate supervisor.
5. Whenever a clerk is absent from work as a result of personal injury to her/him caused by an accident or assault upon her/him occurring in the course of her/his employment, during any period for which weekly total incapacity compensation is payable under Massachusetts General Laws, Chapter 152, Section 60 as amended, the clerk, in addition to such total incapacity compensation, shall be paid out of her/his sick leave allowance which, when added to said compensation, will result in the payment to her/him of her/his full salary until any sick leave allowance which the clerk has to her/his credit has been used. Sick leave time deducted for said payment will be prorated in accordance with the ratio that the School Department payment bears to the clerk's total weekly salary during this period. The mechanics of payment to the employee will be to compensate directly from sick leave, as available; and to apply the Workmen's Compensation Award toward refunding of the employee's sick leave account.

6. Absence due to quarantine periods within the household of a clerical employee shall be paid for in full and shall not apply against the credit of sick leave, provided the clerical employee takes temporary residence in a place where there are no children attending school, and provided she/he immediately notifies the Superintendent of Schools or his/her designee and the Board of Health of said change of residence, and that she/he remain 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 the employee to return to work.
7. Unused sick leave will be unlimited.
8. 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.
9. The Committee 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 some official duties. The opinion of the independent physician shall be final.
10. In the case of employees receiving benefits from the Fall River Public Schools under the Workman's Compensation Act as a result of a claim for personal injury sustained during the performance of their duties, sick leave benefits are to be limited to such amounts as may legally be paid under the provisions of the Workman's Compensation Act.
11. Upon resignation/retirement from the Fall River Public Schools, there shall be a severance benefit pertaining to sick leave payable in accordance with the following schedule:

*A minimum of fifteen (15) years of service, **\$30 per day** for the first 225 sick leave days; and **\$30 per day** for 25% of the remaining sick leave days above the 225 days.*

In the case of the death of a clerk while still actively employed with the Fall River Public Schools, the above allowance shall be paid either to her/his beneficiary or, if none, to her/his estate.

12. A clerk, who suffers from a serious illness, with medical approval from her physician, may be allowed to resume duties on a part-time basis as part of a rehabilitation program leading to resumption of full-time duties. This will be at the

discretion of the Superintendent, up to two weeks. Said clerk to receive their hourly rate of compensation for hours worked.

13. Perfect Attendance: \$200 per year for the duration of the contract.

PART B - SICK LEAVE BANK

1. A Sick Leave Bank shall be established for use by eligible bargaining unit members covered by this Agreement who have exhausted their own accumulated sick leave and have a serious illness.
2. Bargaining unit members with at least one year's seniority are eligible to participate in the Bank. Participation shall be on a voluntary basis but once an employee elects to participate in the Bank, he/she shall be committed to remain in the Bank for a period of three (3) calendar years. Each participating bargaining unit member shall have their sick leave accumulation reduced by one (1) day per calendar year and those days will be deposited in the Bank. Bargaining unit members may join the Sick Leave Bank during the month of July in any year.
3. The initial grant of sick leave by the Sick Leave Bank Committee to an eligible employee shall not exceed fifteen (15) days. Upon completion of the fifteen (15) day period, the period of entitlement may be extended by the Sick Leave Bank Committee upon demonstration of need by the applicant.
4. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of four (4) members: two (2) shall be designated by the Fall River School Department Civil Service Clerical Employees Association to serve at its discretion, and two (2) shall be designated by the School Committee to serve at its discretion. The Sick Leave Bank Committee shall determine the eligibility for the use of the bank and the amount of the leave to be granted. The following criteria shall be used by the committee in administering the bank and determining eligibility and amount of leave: a) adequate medical evidence of serious illness, and b) prior utilization of all eligible sick leave.

RULES OF THE SICK LEAVE BANK

1. All requests by bargaining unit members seeking an award of sick days from the Sick Leave Bank must be made in writing and accompanied by a detailed statement from the treating physician of the nature of the illness and a probable return date. The Sick Leave Bank Committee will then review the request and approve it or deny it based on its merits. The decision of the Sick Leave Bank Committee will be final and binding and not

subject to any further appeal by the applicant.

2. A bargaining unit member is eligible for up to twenty-five (25) days at full pay per school year.
3. The application of the Sick Leave Bank in relation to all other benefits regarding sick leave is as follows:
 - a. A bargaining unit member must first exhaust his/her accumulated sick leave prior to being eligible to apply for the Sick Leave Bank.
 - b. Upon exhaustion of accumulated sick leave, a bargaining unit member is eligible to apply to the Sick Leave Bank Committee as previously outlined for a maximum of twenty-five (25) days in one school year at full pay. The Sick Leave Bank Committee will exercise its right to approve or deny any requests in part or in whole.
4. The Sick Leave Bank Committee reserves the right to reconsider any award upon the presentation of new evidence.
5. Days from the Sick Leave Bank are not available for illness or disability due to drug addiction or alcoholism, except during confinement in a hospital or other institution specializing in such disabilities.
6. A bargaining unit member who draws from the Sick Leave Bank shall reimburse the Bank for twenty-five percent (25%) of the days drawn. Such reimbursement shall be made within the succeeding two (2) years and shall be in addition to the one-day annual contribution. The time for such reimbursement may be extended by a vote of the Sick Leave Bank Committee.
7. Any days not used from the Sick Leave Bank will be carried over to the following fiscal year. The total days in the Sick Leave Bank will be based on the number of days contributed as of August 1st plus any days carried over from the prior year.
8. All decisions made by the Sick Leave Bank Committee will be done by majority vote of members present.
9. The Chair will call meetings of the Sick Leave Bank Committee with notification of five (5) days in advance to the members. In emergency situations, the Chair can call a meeting within a period of twenty-four (24) hours of the emergency or take a telephone poll of the members to be ratified at the next meeting of the Sick Leave Bank Committee.

10. Any bargaining unit member whose twenty-five (25) days Sick Leave Bank allocation has been exhausted may apply to the Sick Leave Bank Committee accompanied by poof of hardship, and may be eligible for up to ten (10) additional days in a given year by a vote of the Committee.
11. The Sick Leave Bank Committee reserves the right to change these rules.

ARTICLE XIII

LONGEVITY

1. Longevity, for pay purposes, will be based upon the total length of service in the following areas for all clerks employed prior to July 1, 1984:
 - a. Fall River School Department employee
 - b. Municipal Employee
 - c. State or Federally-funded program sponsored by the Fall River Public Schools.

Longevity will take effect upon verification of such employment, which will be the responsibility of the employee.

2. **LONGEVITY**

Effective July 1, 2005

After 5 years	\$16 per week
After 10 yrs	\$23 per week
After 15 yrs.	\$29 per week
After 20 yrs.	\$35 per week
After 25 yrs.	\$43 per week
After 30 yrs.	\$47 per week
After 35 yrs.	\$52 per week
After 40 yrs.	\$57 per week

ARTICLE XIV

LEAVES WITH PAY

1. **JURY DUTY** - The Committee agrees to make up the difference in an employee's wages between a normal week's wages and compensation received for jury duty, none of which is to be charged to annual leave or sick leave.

2. **PERSONAL DAYS** - Clerks 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 a leave, except in the case of an emergency. The application for such leave will not be required to state the reason for taking such leave other than that she/he is taking it under this section.

Personal days that are requested for dates immediately before or after a school recess/vacation period or a holiday shall be accompanied by documentation that indicates the need for such a request. The Superintendent or his/her designee has the authority to approve or disapprove such days requested, however any disapproval of a request shall not be for arbitrary or capricious reasons. Such absence shall not be deducted from the number of sick leave days to the credit of a clerk. One personal day per year may be carried over to the next year.

3. **EMERGENCY LEAVE** - Up to four (4) days emergency leave may be granted, without loss of pay, in the event of serious illness in the employee's immediate family requiring bedside or household attention. Immediate family consists of husband or wife, mother or father, brother or sister, grandchildren, children, grandparents, or any member of the immediate household.

4. **FUNERAL LEAVE** - Four (4) 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, grandparents, mother-in-law, father-in-law, or any member of the immediate household. For the purposes of defining relatives for this section, the term includes great-grandparents, great-grandchildren, 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.

ARTICLE XV

LEAVES WITHOUT PAY

1. **EDUCATIONAL** - A clerk must be employed by the Fall River Public Schools for a minimum of five (5) years to be eligible to take an educational leave. All courses should be job related, such as Secretarial, Management or Computer Science. All leaves are for a minimum of six (6) months and a maximum of one (1) year. It is understood that all sick leave and vacation time during this absence will be pro-rated. The clerk will be guaranteed her/his same position or a similar position if she/he returns within "two (2) years, unless that clerk would have lost her/his position as a result of a reduction in force or just cause."
2. **PERSONAL** - Approval of a personal leave without pay will be at the discretion of the Superintendent or his/her designee. It is understood that sick leave and vacation time will be prorated during absences of thirty (30) days or more.

ARTICLE XVI

MANAGEMENT RIGHTS

1. Nothing in this Agreement shall be deemed to derogate from or impair any power, right, or duty heretofore possessed by the Committee except where such right, power, or duty is limited by this Agreement.

ARTICLE XVII

CIVIL SERVICE LAW

1. The Committee and the Association shall recognize and adhere to all Civil Service and State Laws, Rules and Regulations, relative to seniority, promotions, transfers, discharges, removals, and suspensions.

ARTICLE XVIII

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 School Administration Building.
2. **NO DISCRIMINATION** - The parties of this Agreement agree that they shall not discriminate against any person because of race, creed, color or age; and that such persons shall receive the full protection of this Agreement.
3. **ACCESS TO PREMISES** - The Committee agrees to permit representatives of the Fall River School Department Employees Association to enter the premises at any time for individual discussion of working conditions with employees, provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to the employees or with the proper educational operation of the schools.
4. **CONSULTATION PROCEDURE** - The Committee will meet upon written request from the Association once during the months of October, December, February, and April prior to the fifteenth of each said months. It will meet with the representatives of the Association in special session for the purpose of discussing such matters as the Association determines.
5. **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 bargainable issues which were or could have been the subject of negotiations.
6. **SEPARABILITY AND SAVINGS** - If any provisions of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction including, but not limited to, the Division of Civil Service or if compliance with or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, such provisions shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

7. **WORKSHOPS** - Members of the clerical staff may be allowed to attend bona fide workshops, seminars, or other professional improvement sessions. Days will not be deducted from personal or vacation leave. The Superintendent of Schools or his/her designee will determine 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 workshops, etc. are to take place.
8. **WORK CONTINUITY** - The Association agrees that for the life of this Agreement there shall be no strike, slowdown, sickout, or other similar concerted action.
9. Clerks who reside outside the City of Fall River may be allowed to enroll their children in the Fall River Public Schools on a tuition-free basis subject, however, to the right of the Superintendent of Schools or his/her designee to assign such children to specific schools as he/she sees fit or deems necessary.
10. **WORK SITE TEMPERATURE** - If the temperature at a clerical worksite falls below 60 degrees Fahrenheit or exceeds 90 degrees Fahrenheit for 1 hour or more, the administration will arrange for the employee(s) working in that area to temporarily perform clerical work in another location. If it is not possible to arrange for another suitable location, the employee(s) will be allowed to leave work with no loss of pay or paid time off.
11. **HEALTH INSURANCE CO-PAYMENTS** - Blue Cross Blue Shield Co-payments for prescription medication will increase so that the current \$3 payments will become \$5 payments and current \$4 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, however, not earlier than March 1, 2005. These co-payments do not apply to prescriptions provided through FallRiverMeds, the city employees' optional mail order program which does not require any co-payments. Office visit co-payments for all health insurance plans will increase from Five Dollars (\$5.00) per visit to Ten Dollars (\$10.00) per visit. This change will not take effect until an agreement has been reached with all city and school department bargaining units.
12. **HEALTH AND SAFETY** - The School Committee shall provide and maintain a safe and healthy work environment for all bargaining unit employees.

13. **DISCIPLINE AND DISCHARGE** - An employee shall not be disciplined or discharged except for just cause.
14. **APPROPRIATE APPEARANCE** - A committee comprised of 50% Association and 50% Administrative Staff shall meet to discuss the issue of appropriate appearance. This committee shall make its recommendations to School Committee and the Association who will then negotiate the recommendations into the collective bargaining agreement.

ARTICLE XIX

ASSOCIATION REPRESENTATIVES

1. A written list of Association Officers and other representatives shall be furnished to the Committee immediately after their designation, and the Association shall notify the Committee of any changes. The number of stewards and representatives shall be limited to no more than five (5) persons.
2. The representatives of the Association will be relieved from all regular duties without loss of pay, as necessary, in order to permit their participation in negotiation meetings between the negotiator and the Association scheduled during a working day. When it is necessary for representatives of the Association to schedule meetings during the working day in order to prepare for negotiations or to investigate a grievance, the various committees will, upon request to the Superintendent of Schools or his/her designee by the Association representative, be released as necessary without loss of pay in order to permit participation in such meetings. Any clerical employee, whose appearance at such investigations, meetings, or hearings as a witness is necessary, will be accorded the same right. The Association agrees that these rights will not be abused. The Superintendent or his/her designee will make every effort to comply with all reasonable requests.

ARTICLE XX

NEGOTIATIONS

1. Any negotiations with regard to a successor Agreement shall commence at a date mutually agreeable by the Committee and the Association.

ARTICLE XXI

AGENCY SERVICE FEE AND PAYROLL DEDUCTION

A. The Committee agrees to require, as a condition of employment during the life of this Collective Bargaining Agreement that all employees covered by this Collective Bargaining Agreement, except those who are certified by the Association to the School Committee to be members of the Association, pay an Agency Service Fee to the Association. Said fee shall be due and payable on the thirtieth (30th) day following the beginning of such employment or thirty (30) days after the effective date of this Agreement, whichever is later, except that the employee may elect to make such payment by lump sum payment or in equal installments by dues deduction throughout the term of the employee's contract year. The amount of said Agency Service Fee shall be set in conformance with M.G.L. C.150E, s.12. Said amount shall be certified annually by the Association to the School Committee, not later than September 30 of each contract year. Upon request by the Association, the School Committee shall initiate termination, subject to the provisions of M.G.L.C.150E, of any employee who have not paid the certified Agency Service Fee in accordance with this provision.

B. Notwithstanding the foregoing, the School Committee shall not require the payment of said Agency Service Fee by any employee who has filed a charge challenging the amount or validity of said Agency Service Fee with the Massachusetts Labor Relations Commission during the pendency of said challenge or of any litigation contesting the determination of said Commission.

C. The Fall River School Department Civil Service Clerical Employee Association, for itself and as agent for the Massachusetts Federation of Teachers, hereby indemnifies and holds the School Committee harmless against any damages, losses, costs, attorneys fees, or other expense or claims, charges, complaints, suits, or other actions of any kind that may be initiated in response to action taken at the Association's request, whether or not any formal administrative or judicial proceeding is actually commenced, against the School Committee relative to said Agency Service Fee. The School Committee shall notify the Association within 14 calendar days of any such claim, charge, complaint, suit or other action of any kind; any failure to do so shall nullify the Association's indemnification obligation hereunder.

ARTICLE XXII

SENIORITY AND LAY OFF/RECALLS

Seniority

Seniority shall be defined as the employee's length of continuous service with the School District in the bargaining unit, commencing with the date that permanent Civil Service status was achieved.

Lay Off and Recall

1. **Lay Offs.** If the School Committee determines that a lay off of a bargaining unit member is necessary, lay offs 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 School Superintendent as soon as he/she becomes aware of the anticipated lay off, however no later than four (4) weeks before a lay off occurs.

2. **Bumping.** If the School Committee eliminates a bargaining unit position, the effected employee will have bumping rights as follows. The employee exercising bumping rights shall have the right to bump into another bargaining unit position held by a less senior employee. The employee must be able and qualified to perform the duties in the position he/she is bumping into. The employee bumped shall also have bumping rights.

2. **Recall Rights.** An employee who is laid off shall have recall rights for a period of two (2) years

3. ARTICLE XXIII EVALUATION

Performance evaluations are designed to serve the needs of both the employee and the employer. An organized program for employee 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 workplace goals through improved supervisor-employee communications.
- D. Base personnel actions on objective, accurate, and fair performance appraisals.
- E. Monitor the performance of employees on a timely basis.

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 work performance can be strengthened and directed.

Section 1. Pre-evaluation meetings.

- ❖ Within the first six weeks of the fiscal year, a meeting will be held between the employee and the supervisor to discuss relevant goals for the year.
- ❖ Each employee will be made aware of the expectations of his/her particular position. Therefore, the supervisor and employee will mutually determine goals and the actions necessary to achieve them, and such shall be recorded.
- ❖ At mid-year an informal discussion between the supervisor and employee will be held to review progress made toward goals.

Section 2. Evaluations

- ❖ At year's end an evaluation of the employee will be conducted by the supervisor with full knowledge of the employee. Employees may request to discuss their evaluation with the supervisor of the next higher level than the immediate supervisor who has been assigned to review the performance evaluation. All evaluations will be reviewed by each employee's respective Department Head.
- ❖ The fundamental purpose of the performance appraisal process involves the improvement of professional growth and development. Evaluations are based upon the following criteria:
 - a. *Attendance*: The degree to which the employee reports for and remains at work as required. This includes rate of absenteeism; both excused and unexcused; how the employee's attendance affects the ability of the work unit to complete work objectives; and punctuality;

- b. *Work habits* :The degree to which the employee follows instructions and observes work rules. Specifically, the employee will be evaluated with respect to how work instructions are followed; care and use of equipment; and concern for safety regulations.
- c. *Dependability*: The degree to which an employee can be relied upon to accept responsibility and complete work assignments. This pertains to reliability for meeting deadlines and following instructions; and the degree to which an employee can be relied upon to get the job done.
- d. *Quantity of Work*: The amount of acceptable work produced. This pertains to circumstances under which work is performed (space, equipment available, etc.); and the amount of work produced relative to employee assignments. Specifically, employees will be evaluated with respect to self-reliance in completing assignments.
- e. *Relationships with others*: The degree to which an employee gets along with co-workers and supervisors on the job. Specifically, employees will be evaluated with respect to willingness to cooperate and be helpful to co-workers and supervisors.
- f. *Work Attitudes*: The degree to which an employee strives to improve work performance and adjusts to new or different work situations. Specifically, employees will be evaluated with respect to openness to constructive feedback, acceptance of responsibility and application of job knowledge and skills to new or unfamiliar work.
- g. *Public Contact*: The manner in which the employee deals with the public through telephone conversation, correspondence or face- to-face contact. Specifically, employees will be evaluated with respect to honesty, tact, helpfulness, and courtesy; how the employee presents himself/herself; and effectiveness in handling difficult confrontations.

DEFINITIONS OF PERFORMANCE LEVELS

Unsatisfactory:

The employee's performance consistently fails to meet work requirements. The employee shows either an unwillingness or inability to improve. It characterizes an employee whose performance is well below average. This is assessed only if the individual fails to achieve an appropriate degree of improvement in response to an evaluation of "improvement needed" during the previous rating period.

Needs Improvement: The employee's performance sometimes fails to meet work requirements. This rating indicates performance that is sometimes less than satisfactory and requires that steps be taken to improve performance. It characterizes an employee whose performance is sometimes below average.

Good: The employee's performance regularly meets work requirements. The employee regularly demonstrates a willingness and ability to meet an acceptable level of performance. Work is consistently well done and is consistent with desired job standards. It characterizes a competent employee.

Very Good: The employee's performance often exceeds work requirements. The employee demonstrates an ability to exceed an acceptable level of performance. It characterizes an employee who does more than what is expected of him/her.

Section 3.

The Executive Director of Human Resources, or her/his designee, shall receive and review all evaluations from the immediate supervisors and shall retain such evaluations, together with any recommendations made on the basis of any such evaluation, and evidence or materials submitted in support of such evaluation, in the respective Official Personnel File of each employee.

Section 4.

Any evaluation so retained in respect of any employee may be reviewed by such employee in the office of Human Resources at any reasonable time upon prior written notice, or whenever otherwise mutually agreed upon by the Executive Director of Human Resources and the employee. An employee shall have the right to file a written statement in response to any such evaluation.

Section 5.

- A. An employee may not grieve the substance of his/her evaluation, except where such evaluation results in a negative action.
- B. Employees may grieve the evaluation procedure, as set out in the preceding sections of this Article.

Section 6.

Individuals must be evaluated using the agreed upon process and form in order to be eligible for and receive the subsequent salary increases. **A positive or negative evaluation however; shall have no bearing upon an employee receiving a salary increase. The sole intent of this section is to ensure that employees take part in the evaluation process.** An employee, who is not evaluated through no fault of her/his own, will remain eligible for salary increases and will receive agreed upon salary increases.

To the extent that an additional evaluation is necessary or required, such evaluation shall not be deemed to alter or amend the normal sequence of evaluations otherwise set forth in this description.

ARTICLE XXIV

DURATION

This Agreement shall become effective **July 1, 2006** and shall continue and remain in full force until **June 30, 2009**.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this

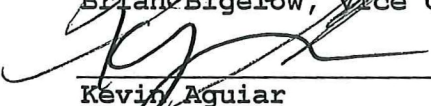
FALL RIVER, MASSACHUSETTS
SCHOOL COMMITTEE
by



Mayor William F. Whitty, Chairperson



Brian Bigelow, Vice Chairperson



Kevin Aguiar



Shawn Cadime



Mark Costa

Timothy P. McCoy


Marilyn Roderick

FALL RIVER, MASSACHUSETTS
SCHOOL DEPARTMENT CLERICAL
EMPLOYEES ASSOCIATION
by



Patricia Paragon, President

ATTORNEY FOR THE
FALL RIVER, MASSACHUSETTS
SCHOOL COMMITTEE
by



Bruce A. Assad, Legal Counsel

CORPORATION COUNSEL
CITY OF FALL RIVER



CLERICAL CLASSIFICATION

LEVEL I

- A. Payroll Clerks
Bookkeeping Clerks
Switchboard Operator
Copy Room Secretary
Record Room Clerk
Secretary to Supervisors & Guidance Counselors
Secretary to Middle School Principals
Secretary to High School Vice-Principals
Secretary to High School Principal
Secretary to Director of Vocational Education
Secretary to Director of Physical Education
Secretary to Director of Learning Resources
Secretary to Director of Trans. Bilingual Ed.
Secretary to Coordinator of Ancillary Student
Services
Secretary to Coordinator of Cafeterias
Secretary to Director of Special Education

LEVEL II

- A. Secretary to Director of Federal Programs
Secretary to Director of Buildings and Grounds

LEVEL III

- A. Secretary to Director of Business/Payroll
Secretary to Director of Business/Bookkeeping
- B. Secretary to Director of Business and Administration
Secretary to Assistant Superintendent for Curriculum
and Instruction
Secretary to Assistant Superintendent for
Administration

*Step 7 on the attached salary table applies to all clerical employees permanently assigned to the Administration Building, the Administration Building Annex, and Buildings Division and who have completed a calendar year on Step 6 on that same table.

APPENDIX B

SUMMARY of SALARY INCREASES
FY 2007 THROUGH 2009

Effective 1/1/07: 2% increase to the Salary Schedule
Effective 7/1/07: 2.5% increase to the Salary Schedule
Effective 7/1/08: 2.5% increase to the Salary Schedule
*Effective 6/30/09: 2% increase to the Salary Schedule

*Effective at end of work day.