

LABOR MANAGEMENT AGREEMENT
BETWEEN THE
FALL RIVER SCHOOL COMMITTEE
AND THE
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES
AFL-CIO
COUNCIL 93, LOCAL 1118
SECURITY / SAFETY OFFICERS

JULY 1, 2020 THROUGH JUNE 30, 2021

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ARTICLE 1

RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing salaries, wages, hours, and other conditions of employment for school Safety Officers of the Fall River Public Schools.

The Employer will not aid, promote, or finance any labor group or organization, which purports to engage in collective bargaining or make any Agreement with any such group, or individual for the purpose of undermining the Union or changing any condition contained in this Agreement.

ARTICLE 2

DISCRIMINATION AND COERCION

There shall be no discrimination by the Employer against any Employee because of his/her activity or membership in the Union. The Employer further agrees that there will be no discrimination against any member for his/her adherence to any provision of this Agreement or his/her refusal to comply with any order, which would violate this Agreement,

ARTICLE 3

GRIEVANCE PROCEDURE

A. Level I — Formal Grievance

1. A grievant shall file a formal grievance within ten (10) days of such occurrence and shall specify the clause of the Agreement, the nature of the grievance and the remedy with the Director of Administrative Services. Adhering 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 — Appeals to the Superintendent

1. Within ten (10) days of the decision at Level 1, the grievant may request an appeal to the Superintendent or his/her designee.
2. The Superintendent shall establish a hearing within ten (10) days following each request and notify the grievant at least five (5) days prior to the hearing date.
3. Within five (5) days of the said hearing, the Superintendent shall notify the parties in interest of his/her decision.

- A. A grievance is a dispute as to the interpretation or application of this Agreement.
- B. A grievant is an employee who files a grievance
- C. Day means calendar day. Saturdays, Sundays, and state mandated legal holiday(s) excluded as the last day of the time limit,
- D. Representative is a person or agent designated to represent either party in the grievance procedure.
- E. Party in interest is a person, agent, or agency with an interest in the grievance procedure
- F. Class grievance is a formal grievance by two or more employees each in a separate building

C. Level III — School Committee

If the aggrieved person is not satisfied with the disposition of his / her grievance at Level II, 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.

D. Level IV — Arbitration/Division of Labor Management (DLR)/ Labor Relations Connection (LRC)

1. Within thirty (30) days of the decision of the School Committee, the Union may request arbitration of the grievance by filing notice with the Superintendent.
2. The parties in interest shall request a list of arbitrators from the American Arbitration/ DLR/LRC.
3. Within seven (7) days of receipt of such list, an arbitrator shall be selected by alternately striking names from the list, the grievant striking first. If the arbitrator is unable to serve, a new list shall be requested and the process repeated.
4. The arbitrator shall establish rules for the hearing, except as provided herein.
5. The arbitrator shall first rule on the arbitrability of the grievance if so requested by either party.
6. The arbitrator shall have no power to add to, subtract from, or alter the language of the Agreement. He/she shall have no power to make an award inconsistent with law. He/she shall rule only on the interpretation, meaning, or application of the clause or clauses.
7. The arbitrator's decision shall be binding on all parties, except that if his/her decision requires legislative action, such decision shall be effective only if such legislation is enacted

8. The cost of the services of the arbitrator shall be shared equally by the parties in interest.

E. General Provisions

1. No prejudice will attend any party in interest by reason of the utilization or participation in the grievance procedure.
2. The filing or pendency of any grievance shall not impede the normal management and operation of the schools.
3. All records of grievance processing shall be filed separately.
4. Forms of grievance processing shall be mutually agreed upon by the parties to the Agreement. The Union will distribute the forms as they require these.
5. Parties in interest will cooperate in investigating and providing pertinent information concerning a grievance being processed.

ARTICLE 4 SENIORITY

The principle of seniority shall be considered in all cases of transfer. The principle of seniority shall govern and control in all cases of preference of vacation. No permanent employee shall be disciplined or discharged without just cause. Seniority shall be defined as longevity within a job series or "time in trade/time in grade". In the event that seniority, as so defined, is also equal, total continuous service within the bargaining unit, then the employer, and then the City including service prior to an authorized absence shall be the determining factor.

ARTICLE 5 HOURS OF WORK

The regular hours of work each day shall be consecutive, References to consecutive hours for the balance of this Article shall be constructed to include rest, & meal breaks.

There shall be (1) twenty-minute period identified for meal consumption. This period shall be taken "On the clock," at a time to be determined by the immediate supervisor, based on the work at hand, and with the understanding that this period may be interrupted by the environmental needs of the facility.

There shall be one fifteen (15) minute break period allowed within each four (4) hours of scheduled work. This period shall be taken; "On the clock" at a time to be determined by the immediate supervisor, based on the work at hand and with the understanding that this period may be interrupted by the environmental needs of the facility.

Shifts

First Shift

Starts: no earlier than 6:45 am

Ends: no later than 4:00 pm

Second Shift

Starts: no earlier than 1:30 pm

Ends: no later than 10:00 pm

Third Shift

Starts: no earlier than 10:00 pm

Ends: no later than 7:00 am

Shift Differential

Second Shift: \$16.00

Third Shift: \$18.00

These modifications to shifts will be done in accordance with the current practice. Volunteers will be sought first. If no one volunteers, then shift adjustments will be made in order of inverse seniority.

Additionally, five (5) new positions will be created. (Pending approval of the School Committee). If these five (5) positions are funded, new shifts will be created and four (4) of those five (5) positions will be hired into the following shifts:

Saturday-Wednesday

Sunday-Thursday

Start and end times will remain as noted above.

No employee hired before 4/1/21 will be required to work these new shifts which have Saturday or Sunday start days. However, if one of these new shifts becomes vacant, employees hired before 4/1/21 may volunteer to change their schedule to one of these new shifts.

ARTICLE 6 OVERTIME

The Fall River School Department shall retain in-house Security on an overtime basis for organized school functions held at the school and attended by the general public outside the regular school day hours in effect at any given time. For the purpose of this section, the phrase "in-house security" shall be defined as Safety Officers who are employed by the Fall River School Department.

In-house security shall be retained for athletics events when admission is charged to the general public by the Fall River School Department.

This section shall not apply to the use of school building and grounds for School Department functions including, without limiting the generality of same, staff meetings, faculty meetings, parents' meetings, evening school, and summer school.

The Fall River School Department shall not go outside the Safety Officers Bargaining Unit to hire security personnel for after hours or overtime details unless it has exhausted all reasonable efforts to reach bargaining unit personnel. This does not preclude the Fall River School Department from hiring one or more police officers in addition to a Safety Officer for after hours or overtime details.

Employees covered by this Agreement shall be paid overtime at the rate of one-and-one-half times his/her regular rate of pay for work in excess of eight (8) hours in one (1) day and forty (40) hours in one (1) week. All work performed on Sunday of a workweek shall be paid at the rate of two (2) times the regular rate of pay.

All overtime shall be pre-approved by the Director of Administrative & Environmental Services; Staff shall be notified of overtime opportunities either in person or by telephone by the Director or his designee. Employees shall have thirty (30) minutes to return call, otherwise he/she will be bypassed and placed first on the next available overtime opportunity. (8:30 a.m. to 9:30 a.m.)

An employee called back to work on the said day, after having completed his/her assigned work and left his/her place of employment and before his/her next regular scheduled starting time, shall be paid at the rate of time and one-half (1 1/2) for all hours worked on recall; the employee shall be paid for a minimum of two (2) hours. In the event an employee is called back after 12:00 midnight and before 6:00 a.m. he/she will receive a minimum of four (4) hours pay.

Overtime shall be equally and impartially distributed among all security personnel. When in case of extreme emergencies it is necessary to call in personnel from other areas other than the area, which normally performs such related work, they shall be released from their duties first when the workload lessens,

Overtime Work shall be voluntary provided the Union guarantees that sufficient personnel shall be available for overtime work. There shall be no discrimination against any employee who declines to work overtime. The committee reserves the right to schedule emergency overtime work. Emergency work may not be refused by an employee except for just cause.

ARTICLE 7 UNION REPRESENTATIVES

A written list of Union representatives shall be furnished to the School Committee through the Director of Administrative & Environmental Services,

Representatives desiring "to attend meetings of state and national bodies without loss of pay will request such leaving in accordance with the current policy of the Fall River School Committee, as amended, from time to time."

In accordance with the provision of Section 12 of Chapter 150E of the General Laws of the Commonwealth of Massachusetts, as amended, all employees in the bargaining unit shall, as a condition of employment, pay to the Union, the exclusive bargaining agent and representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union which shall be limited to an amount of money equal to the Union's regular and usual membership dues. For existing employees, such payment shall commence thirty-one (31) days following the date of their employment.

The employer will provide the Union Steward the name, title and starting pay of any new employee hired into the bargaining unit.

The Union shall be provided the opportunity to meet with the new employee(s) for no less than thirty (30) minutes within ten (10) days of their hire date. These meetings shall be held during normal working hours and neither the new employee of the Union representative shall suffer any loss of wages, benefits or other privileges during the allotted time. The Parties agree to work together for the purposes of scheduling these orientations.

Members of the Union Negotiating Committee shall be granted time off to participate in these activities including meetings with management and preparatory meetings with the team for those meetings. No members of the Negotiating Committee shall suffer any loss of wages, benefits or other privileges during these periods. Members will notify their immediate Supervisor of such scheduled meetings.

ARTICLE 8 HOLIDAYS

The following days shall be considered to be paid holidays:

New Year's Day — January 1st
Martin Luther King Day
President's Day
Good Friday
Patriot§ Day
Memorial Day
Friday after Thanksgiving
*Day before Christmas
*Day after Christmas

Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
**Juneteenth
December 25th
*Day before New Year's

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

** The proposed establishment of new positions/shifts will not impact this practice

In the event that a holiday falls on a Saturday, all employees scheduled to work from the Monday through Friday shall be paid an additional day's salary. All holidays shall be those in which the State decrees that all school building be closed.

Holiday pay shall be eight (8) hours pay at straight-time rate.

If a holiday occurs within an employee's vacation period, he/she shall receive an additional day's vacation.

Any employee required to work on a holiday shall receive, in addition to the regular holiday pay, an amount equal to two (2) times his/her regular rate of pay for all hours worked, but in no case shall this be less than an amount equal to four (4) hours work at the above rate. If an employee is required to work in excess of eight (8) hours on a holiday, triple time his/her rate of pay will be paid for all hours over eight (8).

No holiday pay will be granted or paid if an employee does not report for work on the workday immediately preceding the holiday and the workday immediately following the holiday, unless the employee is on vacation, sick leave, or any other authorized leave with pay.

ARTICLE 9 SICK LEAVE

The Committee and Union agree that the Fall River School Department is committed to optimizing staff and student attendance and eliminating the inappropriate use of Sick leave. Each employee has a responsibility for limiting her/ his use of personal sick leave to legitimate purposes as identified in this contract. It is all agreed that the Fall River School Department Administrators have a right and responsibility to monitor sick leave and verify that sick leave is restricted to legitimate use. Fall River School Department Administrators shall take fair and appropriate corrective action whenever there is a misuse of sick leave.

- A. Employees will be granted: twelve (12) days per year, cumulative, effective July 1, 2015. An employee who leaves work during the workday will have that portion of the day during which he/she does work deducted for his/her sick leave eligibility to the nearest hour. At the beginning of the each school year, the Officers under this Agreement shall receive written statement indicating the amount of sick leave accumulated to that Officer.
- B. In the event of a death in the immediate family, employees shall be entitled to a leaving of absence for five (5) days without loss of salary or loss of credit from annual or cumulative leave. The term "immediate family" shall include: father, step-father, mother, step-mother, brother, step-brother, sister, step-sister, wife, husband, child, step-child, grandchild, grandparents, or immediate in-laws or a member of the immediate household.

- C. In the event that interment of, or memorial service for, any of the above named relatives is to occur at a time beyond the bereavement leave granted, the employee may request to defer one (1) day to a later date.
- D. Employees 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 leave, except in the case of an emergency; and the applicant for such leave will not be required to state the reason for taking such leave other than that he/she is taking it under this section. Such absence shall not be deducted from the number of sick days to the credit of the employee. Personal days will be cumulative at the rate of one (1) day per year. During the term of this contract, a study group made up of representatives of administration and of the bargaining unit will review policies related to the use and approval of personal days.
- E. The School Department may, when emergencies arise such as attendance at court in which the employee is not a principal party or the reception of a degree, excuse the absence without loss of pay for a period not exceeding one day in each year, but such absence shall be deducted from the number of days to the credit of the employee. The School Department may excuse any employee who requests absence for Jewish holidays without loss of pay, but such absence shall be deducted from the number of days to the credit of the employee.
- F. The School Department shall have the power to excuse an employee for one (1) day's absence to attend the funeral of relative, not herein covered, without loss of pay, but such absence shall be deducted from the number of sick days to the credit of the employee.
- G. Employees who serve or are serving in the Armed Forces of the United States shall be entitled to all sick leave benefits after having resumed their duties as, employees of the City of Fall River; and such periods of service in the Armed Forces shall not be deducted from their experience categories.
- H. Absence due to quarantine periods within the household of an employee shall be paid for in full for a period not to exceed five (5) school days and shall not apply against the credit of sick leave, provided the employee takes up temporary residence in a place where there are not children attending school, and provided he or she immediately notifies the Superintendent of Schools and the Board of Health of said change of residence; and that he or she remains 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 him or her to return to duty
- I. An employee absent for any period exceeding five (5) consecutive days because of personal illness shall file with the Director of Administrative & Environmental Service a statement from a competent physician certifying his or her good health and physical ability to resume his or her duties.
- J. The School Department 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 such official duties. The opinion of the independent physician shall be final.

K. Whenever an employee is absent from school as a result of personal injury to him/her caused by an accident or assault upon him/her occurring in the course of his/her employment during any period for which weekly total incapacity compensation is payable under Massachusetts General Laws, Chapter 152, Section 69 as amended, the employee, in addition to such total incapacity compensation, shall be paid out of his/her sick leave allowance which, when added to said compensation, will result in the payment of his/her full salary until any sick leave allowance which the employee has to his/her credit has been used. Sick leave time deducted for said payment will be prorated in accordance with the ration that the School Department bears to the employee's total weekly salary during this period. The mechanics of payment of the employee will be to compensate directly from sick leave, as available, and to apply the Workmen's Compensation Award toward refunding on the employee's sick leave account.

L. Sick Leave Severance Benefit Payment

There shall be a severance benefit pertaining to sick leave upon either retirement, termination for other than cause, or death while in the employ of the City, payable in accordance with the following schedule: As of July 1, 2007, the lesser of fifty-five (55) days or the actual number of sick leave accumulated shall be paid upon separation from employment.

In the event of death while in the employment of the City, the above allowance shall be converted into the form of a cash payment to the estate of the employee.

Perfect Attendance

If an employee utilizes the following days, he/she will be entitled to the below amount:

- a. \$350.00 per year for zero sick days utilized annually.
- b. \$250.00 per year for 1 sick day utilized annually.
- c. \$125.00 per year for 2 or 3 sick days utilized annually.

For the purpose of this section 'annually' shall be from July 1, through June 30

- M. 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.
- N. The Superintendent or Superintendent's designee may require an employee who has been absent for 12 or more days in a given work year or who has a pattern of sick leave that raises concern about possible misuse of sick leave, to provide a written statement from a qualified physician that documents the employee was not able to work. This requirement is applicable to each sick leave occurrence which may involve one day or two or more consecutive days.
- O. The sick leave provisions within this contract will not conflict with the Family Medical Leave Act.
- P. The employer shall have the right to require a drug test for any employee providing there is reasonable suspicion that the employee may be under the influence, or who

has been in an accident or injury and exhibits symptoms raising such suspicion. The employee will be evaluated by a person who has received training in the criteria for reasonable suspicion. Any employee found under the influence resulting in a positive test may be referred to EAP for assistance. A second positive test, and/or refusal of test or referral to EAP for assistance may result in dismissal.

ARTICLE 10 VACATIONS

- A. The vacation year shall be the period 1 July to 30 June inclusive; each employee shall be credited as of 1st July with vacation leave with pay as follows.
- B. One (1) day paid vacation for each month worked in the previous fiscal year up to a maximum of ten (10) days.
- C. Two (2) weeks' paid vacation after completing one (1) full year of employment with the City of Fall River,
- D. Three (3) weeks' paid vacation after completing four (4) years of employment with the City of Fall River.
- E. Four (4) weeks' paid vacation after completing ten (10) years of employment with the City of Fall River.
- F. Five (5) weeks' paid vacation after completing fifteen (15) years of employment with the City of Fall River.
- G. After an employee has served twenty (20) years, he/she shall be allowed an additional one (1) day of paid vacation for each year served after twenty (20) years, to a maximum of six (6) weeks' paid vacation.
- H. Approval of vacation days is at the discretion of the officers' immediate supervisor and then the Director of Administrative & Environmental Services or his/her designee. Requests for vacation days must be submitted in writing first to the Officer's immediate supervisor and then to the Director of Administrative & Environmental Services or her/his designee. Vacation requests should be submitted two weeks in advance. Officers should plan to take vacation time when school is not in session, however, requests for vacation days may be considered when school is in session. In making the determination, the Director will consider the needs of the District as a whole and any personal and/or unique circumstances surrounding the request.

When an Officer reaches the anniversary date which will earn an increase in vacation, (one, four, ten, fifteen, twenty, etc.), that additional vacation will be available to the Officers between the anniversary date and the end of the current vacation year.

If an Officer cannot take vacation time between 1 July and 30 June of any given fiscal year due solely to the actions of the Employer, then and in that event only, the Officer's vacation time not taken due to the Employer shall be accumulated and taken in the following fiscal year only, together with the vacation scheduled for that Officer in said following fiscal year.

ARTICLE 11 JURY PAY

The Employer agrees to make the difference in an Officer's wages between a normal week's wages and compensation received for jury duty.

ARTICLE 12 MATERIALS, EQUIPMENT, TOOLS, AND REQUIRED FEES

Clothing Allowance: Full Time employees will receive a clothing allowance of \$750 per year, and will now be paid in two installments of \$375 annually, the first installment to be paid at the start of the year, second installment paid at mid-year. The stipend is to assist with the purchase and care of uniforms and footwear for that year. Allowance may be prorated for less than 12 months. Part time employees will receive a clothing allowance of \$400 per year. The department reserves the right to change uniforms. New hires shall receive their first installment upon hire and the second installment upon completion of 6 months of service

A suggested basic complement of uniform clothing consists of:

Shirts: 5 summer/5 winter

Pants: 5 Pairs

Coats: 1 winter / 1 spring

Hats: 1 Winter Hat/ Summer hat

Jackets replaced as needed. Rain gear will be supplied to each Officer.

Security staff will have the option of wearing an alternate summer uniform from the day after the last day of the school year, until the start of a new (regular) school year. That summer uniform will consist of khaki pants, and a black knit polo with a Fall River Schools logo, (embroidered logo preferred.)

ARTICLE 13 JOB POSTING AND BIDDING

Announcements of vacant positions are to be posted as soon as the funding source is confirmed and the position is approved for posting. The vacancy notice shall be posted in designated areas for a minimum of fifteen (15) calendar days. Employees interested in filling a posted vacancy will send a written notice indicating such to the Facilities & Operations Office. . A copy of all vacancies and promotional vacancies will also be sent to the Union President and the Safety/Security Steward and an email of the same will also be sent to the work email of all bargaining unit employees.

The Director of Administrative & Environmental Services or his/her designee has the authority to reassign Officers to meet District needs.

Any employee temporarily filling a position with a higher rate of pay shall receive the higher rate for the duration of the temporary assignment.

ARTICLE 14
MISCELLANEOUS

- A. **Bulletin Board.** A bulletin board for the publishing of notices of a routine nature will be maintained in a conspicuous place in the security office at Durfee High School.
- B. All reasonable benefits, privileges, or working condition existing prior to this Agreement, which affect employees of the bargaining unit as a whole and not in conflict with this Agreement, shall remain in full force and effect during the term of this Agreement. In the event that a question should arise as to whether a condition of employment is a reasonable past practice and should continue in effect as a practice, the parties to this Agreement shall meet and attempt to resolve the issue. In the event that the parties cannot agree, the matter shall be submitted to arbitration under the provisions and procedures to this Agreement. A past practice, as set forth above, is not to be constructed as setting general practice when it relates solely to an individual.
- C. **No Discrimination.** The parties to this Agreement agree that they shall not discriminate against any person because of race, creed, color, sex, age, or sexual orientation and that such persons shall receive the full protection of this Agreement.
- D. **Access to Premises** — The Employer agrees to permit representatives of the American Federation of State, County, and Municipal Employees, AFL-CIO and/or Council 93, and/or Local 1118 to enter the premises for discussions with employees about working conditions provided at least twenty-four (24) hours prior notice is provided to the Director of Administrative & Environmental Service and that care is exercised by such representatives so that they do not interfere with either the performance of duties of the employee or the operation of the school.
- E. **Consultation Procedure** - The Director of Administrative & Environmental Services will meet quarterly with all safety officers to discuss issues of mutual concern.
- F. **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 bargaining issues which were or could have been the subject of negotiations.
- G. **Separability and Savings.** If any provisions of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be retained by such tribunal pending a final determination as to its validity, such provisions shall not be affected thereby and shall continue in full force and effect.
- H. **Work Continuity.** The Union agrees that for the life of this contract there shall be no strike, slowdown, sickout, or other similar concerted action.
- I. **Management's Rights.** Except as specifically provided otherwise in this Agreement, the Employer shall not be deemed to be limited in any way by this Agreement in the performance of the regular and customary functions of management as provided for under applicable statutes; and reserves and retains all powers, authority, and prerogatives including, with limitations, the exclusive right to issue reasonable rules and regulations governing the conduct of his/her department, provided that rules and such regulations are not inconsistent with the expressed provisions of the Agreement.

- J. **Security personnel.** Officers shall be allowed to attend bona fide seminars connected with security duties, The School Committee, upon the recommendation of the Director of Administrative & Environmental Services, will determine the seminars to be attended, if any, and 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 seminars are to take place. This clause limits itself to seminars that are conducted during the normal summer vacation period, or as staffing accommodates. The department will pay for job related courses that are Management approved. The department will hold two professional development and/or training days, on or after August 10 of each year.
- K. **In the event** the School Department entertains an early retirement incentive program, the parties to this Agreement agree to meet and discuss same.
- L. **Contract Duration,** This Agreement shall become effective July 1, 2017 and shall continue in effect to and including midnight June 30, 2020.
- M. **Negotiations** on proposed changes or amendments to the terms of this Agreement shall begin no later than October 1, of the final year of the agreement, and shall continue until an agreement is reached or until this Agreement has been terminated.
- N. **The City of Fall River and the Union** has entered into a separate agreement regarding health insurance. Employees will continue to pay the 25% of premiums; the Fall River School Department will continue to pay 75% of premiums.
- O. **Second Shift Officers** will have the use of a school department vehicle or golf cart provided one is available and not otherwise in use. The vehicle is to accommodate more efficient movement around the outside campus during the second shift.

ARTICLE 15

SHIFT MODIFICATION, DIFFERENTIAL & STIPENDS

Employees on either the first shift or the second shift may be asked to move their start time by one hour, provided that the following conditions are met:

1. The modification must be for at least 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 a 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 per shift at straight time 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 \$2.00 per hour for all hours worked during the assignment. This amounts to \$80.00 total in differential per week assignment. This differential pay will be given in addition to any other shift differential or stipends currently given.

ARTICLE 16 LONGEVITY

Effective July 1, 2014

5 years	11.55
10 years	15.40
20 years	19.25

ARTICLE 17 INCLEMENT WEATHER/SNOW DAYS

Safety Officers may receive up to five (5) days per year of release from work for weather related closures and cancellations when the city closes Government Center offices for emergency or safety purposes related to the weather event. Those days shall be paid without impacting or charging accrued time from the employees balance.

ARTICLE 18 TRAINING STIPEND

A Safety Officer(s) trainer (rank L5) covered by this agreement is required to train other security employees on "Security Issues and /or restraints". Employees of rank L5 or higher will be reimbursed for certification(s) that he/she is required to undertake. Further, the School Department will compensate said Trainer if the trainer is required to train any other school personnel outside the security staff. When doing that training, he /she shall be paid at a rate of \$50.00 per hour.

ARTICLE 19 COLLEGE/EDUCATIONAL TRAINING STIPEND

College Stipend

The following benefit applies to employees with a date of hire prior to July 1, 2014, and receiving this benefit at the time of ratification.

Safety Officers with thirty (30) or more college credits will receive a \$500 per year stipend, effective July 1, 2004.

Safety Officers with sixty (60) or more college credits will receive a \$900 per year stipend, effective July 1, 2004.

To receive these stipends, Safety Officers must submit a written request along with official transcript(s) from accredited community college(s), college(s), or university(ies) verifying the awarding of those credits. This information shall be submitted to the Director of Administrative-& Environmental Services prior to the beginning of each fiscal year.

Educational Training Stipend

Employees may receive reimbursement for job related courses with prior management approval.

NASRO Training Fund

The employer shall establish a NASRO Training Fund for use each year. The initial allocation shall be three thousand dollars (\$3,000.00) per year. Employees who wish to attend NASRO Training and utilize these funds must receive approval from the COO/Director.

ARTICLE 20

Reimbursement for Auto Expense/ Mileage

Mileage expense will be reimbursed at the posted IRS rate per mile.

ARTICLE 21

Part Time Safety Officers

This agreement shall allow for the hiring of up to 12 part time safety officers, with the following provisions:

1. Part Time officers will be required to apply each year.
2. Part time Safety Officers will be employees at will.
3. Part time Safety Officers may be scheduled for up to 20 hours per week.
4. Part time officers may be flexibly scheduled between the hours of 7AM and 7 PM.
5. Part time officers will be required and eligible to train in the same procedures as FTE officers.
6. Part time and Full Time officers will be entitled to the same rates and placement on salary scale
7. Part time safety officers will receive 5 hours of PTO per month.

The parties acknowledge and agree that there will be no minimum staffing level requirements for the number of full time officers.

In accordance with the requirement and eligibility to train in the same procedures as FTE Officers (#5 above), the employer shall make the necessary accommodations to ensure compliance and recognizes that any training offered is paid training and no employee shall suffer any loss of pay or benefits to attend said training.

ARTICLE 22

Direct Deposit

All employees in this unit will enroll in Direct Deposit.

ARTICLE 23

Performance Evaluation

Section 1

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

Performance evaluation is the review and rating of all factors relevant to an employee's effectiveness on the job. It involves observation, guidance, training and open communication between the employee and supervisor. For it to be of significant benefit to both the individual employee and the employer, it should be a continuous process.

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 ability can be strengthened and directed.

Section 2

Probationary employees shall be evaluated at the completion of the first three months of probationary service and again at the completion of the probationary service. The probationary period will be six months. However, if the employee hasn't completed the required professional services training, the probationary period will be extended until all training has been completed. Performance evaluation of a non-probationary employee shall be performed once every year and be completed by May 1 of each year of the first three years of service in a respective position and once every two years after three years of service. During the first year that this evaluation is implemented (Fiscal Year 2008), one-half of the employees with three or more years of service will be selected randomly for evaluation that year to begin their two year cycle. The

remaining employees, with three or more years of service, will begin their alternate year evaluation cycle in the second year of implementation.

Such evaluation will be recorded in writing on the attached form and shall be based on the following criteria:

- Quality and quantity of work;
- Work habits;
- Work attitudes;
- Working relationships with others; and,
- Supervisory ability (if employee supervises others).

Section 3

Each employee shall receive a written copy of his/her evaluation and shall be entitled to fully participate in the evaluation exercise with his/her immediate supervisor and, if requested, discuss the evaluation with the reviewing supervisor.

Employees will be evaluated by their immediate supervisor. All evaluations will be reviewed by the Director of Administrative & Environmental Services then the Chief Operating Officer. Evaluations that are conducted by a member of the employee's bargaining unit will also be conducted and cosigned by the next immediate supervisor.

Section 4

The Chief Operating Officer or her/his designee, shall receive and validate all evaluations and shall retain such evaluations, and evidence or materials submitted in support of such evaluation, in the respective official personnel file of each employee.

Section 5

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

Section 6

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

Section 7

All Safety Officers will undergo a physical fitness assessment annually, as outlined in Appendix D. Employees who are unable to complete the fitness requirements as outlined will be given a second opportunity to complete the assessment within XX days of the initial exam. Employees who are unable to complete the fitness requirements after XX attempts may be reassigned to security guard position at the commensurate rate of pay until such time as they may complete the requirements.

ARTICLE 24

Layoff and Recall

LAYOFF AND RECALL: In the event that there is a reduction in force, the principle of seniority within a departmental unit shall govern. Seniority shall be defined as longevity within a job series or "time in trade/grade". In the event that seniority, as so defined, is also equal, total continuous service within the bargaining unit, then the employer, and then the City including service prior to an authorized absence shall be the determining factor.

BUMPING: Employees who are qualified to perform work in other departments may bump less senior employees. If a person has previously held the position to which they seek to bump under this provision s/he shall be deemed qualified. In all cases the employee seeking to bump must be qualified to perform the duties and responsibilities of the position. All employees laid off under this provision shall have reinstatement rights to the position he/she held in the departmental unit for a period of two (2) years. Employees laid-off pursuant to this provision shall be able to bid for posted positions in other City Departments or Divisions. The hiring decision will be made by the appropriate appointing authority and qualifications will be the determining factor in selecting a candidate.

Employees shall be selected for layoff in each job classification in each title according to the following order:

- 1) seasonal positions, at the discretion of the Appointing Authority;
- 2) emergency appointments, at the discretion of the Appointing Authority;
- 3) provisional or temporary employees with less than six (6) months seniority, at the discretion of the Appointing Authority;
- 4) provisional or temporary employees with more than six (6) months seniority, in inverse order of seniority;
- 5) permanent employees, in accordance with the provisions of M.G.L. c. 31.

It is the intention of the parties that the provisions of this Article should read to conform to the requirements of M.G.L. c.31. It is also the intention of the parties that the provisions of this Article apply except when prohibited by law.


DURATION

This Agreement shall become effective July 1, 2020 and shall continue in effect to and including midnight June 30, 2021.

In witness whereof, the parties hereunto set their hands and seal this ____ day of _____, 2021

FALL RIVER, MASSACHUSETTS SCHOOL COMMITTEE

By:


Bruce Assad, Attorney for the School Committee

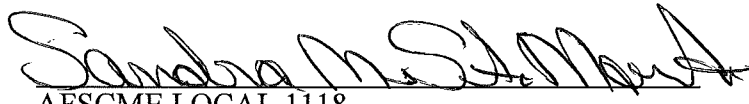
12/18/21
Dated

AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES,
AFL-CIO, COUNCIL 93, LOCAL 1118

By:


Michael J. Coogan, Southeast Area Coordinator


10-4-21
Dated


AFSCME LOCAL 1118

10-4-21
Dated


AFSCME LOCAL 1118

10-4-21
Dated


AFSCME-LOCAL 1118

10/5/2021
Dated

Appendix A

TERMS AND SALARY

Agreement: July 1, 2020 through June 30, 2021

1. **TERM OF CONTRACT:** The present agreement will run a total of one (1) year:
July 1, 2020 - June 30, 2021

2. **MONETARY INCREASES:**

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

Safety Officer Steps **Effective 7/1/20**

LEVEL 7/1/2020

1	<u>L1</u>	16.18
2	<u>L2</u>	17.22
3	<u>L3</u>	18.28
4	<u>L4</u>	19.87
5	<u>L5</u>	21.38
6	<u>L6</u>	22.34

Note: the Level L5 position has maximum of 2 positions, and Level L6 has a maximum of 1 position. These positions may be filled as needed at management's discretion.

The qualifying criteria for each Level are listed in the Appendix B.

The position of Security Guard Effective 7/1/2020 \$ 15.00/ Hour

(Maximum time in this position is 18 months)

Appendix B

Safety Officer Levels

Officers will advance through levels 1 through 4 based on job performance, required years of service and completion of required training. The Parties agree to recognize an employees' training and experience in the military in a safety/security occupation (MP, SP, etc.) and place them on the appropriate step and compensate them accordingly.

Levels 5 and 6 will be filled based on the needs of the school department at the discretion of management.

Entry Safety Officer L1

Entry level position must complete training and physical fitness test to be promoted to next level.

Required Training: First Aid/AED, CPI (restraint Training), and Use of Force

\$16.18 per hour as of 7/1/20

Safety Officer L2

Fully trained Safety Officer: Must receive minimal annual training and pass the annual physical fitness requirement.

Required Training: First Aid/AED, CPI (restraint Training), and Use of Force

Plus: Report Writing, De-Escalation, Defensive tactics, Contraband/Searches, and Mechanical Restraints

Minimum 1 year of field experience

\$17.22 per hour as of 7/1/2017

Safety Officer L3

Fully trained Safety Officer. Must receive minimal annual training and pass the annual physical fitness requirement. Additionally must take additional training outlined below.

Required Training: First Aid/AED, CPI (restraint Training), and Use of Force

Plus: Report Writing, De-Escalation, Defensive tactics, Contraband/Searches, and Mechanical Restraints

Plus: Communications Training, Cultural Diversity training, Suicide Awareness, Gangs, Club Drugs, and Internet Awareness and Safety training

Minimum 3 years of field experience

\$18.28 per hour as of 7/1/20

Safety Officer L4

Fully trained Safety Officer. Must receive minimal annual training and pass the annual physical fitness requirement. Additionally must take additional training outlined below.

Required Training: First Aid/AED, CPI (restraint Training), and Use of Force

Plus: Report Writing, De-Escalation, Defensive tactics, Contraband/Searches, and Mechanical Restraints

Plus: Communications Training, Cultural Diversity training, Suicide Awareness, Gangs, Club Drugs, and Internet Awareness and Safety training

Plus: Must complete National Association of School Resource Officer (NASRO) Training and have a minimum of 5 years of field experience (or combination of related fields).

\$19.87 per hour as of 7/1/2017

Safety Officer L5 / Trainer

Multiple site supervisor who is a fully trained Safety Officer. Must receive minimal annual training and pass the annual physical fitness requirement. Additionally must take additional training outlined below.

Required Training: First Aid/AED, CPI (restraint Training), and Use of Force

Plus: Report Writing, De-Escalation, Defensive tactics, Contraband/Searches, and Mechanical Restraints

Plus: Communications Training, Cultural Diversity training, Suicide Awareness, Gangs, Club Drugs, and Internet Awareness and Safety training

Plus: Must complete National Association of School Resource Officer (NASRO) Training and have a minimum of 7 years of field experience (or combination of related fields).

NOTE: This individual will also act as a trainer for the school department.

\$21.38 per hour as of 7/1/20

This level is capped at 2 positions to be filled at the discretion of management.

Safety Officer L6 / Lead Officer:

Supervisor of all Officers who is a fully trained Safety Officer. Must receive minimum annual training and pass annual physical fitness requirement. Additionally must take additional training outlined below.

Required Training: First Aid/AED, CPI (restraint Training), and Use of Force

Plus: Report Writing, De-Escalation, Defensive tactics, Contraband/Searches, and Mechanical Restraints

Plus: Communications Training, Cultural Diversity training, Suicide Awareness, Gangs, Club Drugs, and Internet Awareness and Safety training

Plus: Must complete National Association of School Resource Officer (NASRO) Training and have a minimum of 15 years of field experience (or combination of related fields).

\$22.34 per hour as of 7/1/20

This level is capped at 1 position to be filled as needed at the discretion of management.

APPENDIX C

Fall River Public Schools Safety Officer Physical Fitness Test (Effective 8/2015)

Security officer physical fitness standards improve Officer and School Department safety. Physically fit Safety Officers are less likely to have their authority questioned and less likely to be physically challenged. In addition to appearances, there are times when security personnel need to exert themselves. Examples include: having to run a distance, or run up a flight of stairs, or the need to intervene and physically defend themselves or others against an assault. A physically fit Safety Officer needs to be able to maintain an adequate level of physical stamina necessary to overcome an assailant. Conversely, unfit Safety Officers may become a danger to themselves and others and become an additional liability if they are required to physically defend themselves.

Physically fit Safety Officers are better able to provide high levels of organizational safety for employees, students and visitors.

The duties of a Safety Officer can be challenging. When a call goes out, a Safety Officer must go to the location of the incident quickly. The Officer must be physically able to respond and run/climb stairs with the minimum of effort. He/she must be able to physically restrain a student while maintaining composure.

The agility test is a way to assess and demonstrate the physical fitness of the Officer. All Officers are responsible to keep physically fit. If an Officer cannot pass the test he/she will be allowed to re-take the test at a later time. If the Officer were unable to pass the required physical fitness/agility test a second time, he/she will be placed on the Security Guard list. He/she would lose all duties of the Safety Officer and would be assigned new duties by the Supervisor.

Obstacle run: The Officer must complete the obstacle course. This is a timed test, see below.

Strength Test: The Officer must be able to perform a controlled pull and release of a 75 pound weight a total of three times. There is a simulated

Physical agility test circuit is made up of the following activities:

Activity List

Part I Response time and Stamina

a) Run 100 feet down corridor from start to stairs. (This is from door 34 in the North end of the Trade winds corridor, to the Trade winds stairway.)

b) Run up/down three flights of stairs. (after the Trade winds corridor run to stairs, go up to middle landing, and then down to first floor, go around pillars to opposite side of stairs, up to middle landing, and down to first floor, around to opposite side of stairs, then all the way to second floor. All steps will be touched, no skipping steps allowed.)

c.) The officer will then navigate the course of cones in second floor hallway.

d) Immediately gain control over a resisting subject, demonstrating both endurance and agility. (This will consist of a wall restraint and hold for 5 seconds.)

The first portion is scaled as follows:

Officers under the age of 40 years will complete Part I within 1:30. (1 minute and 30 seconds.)

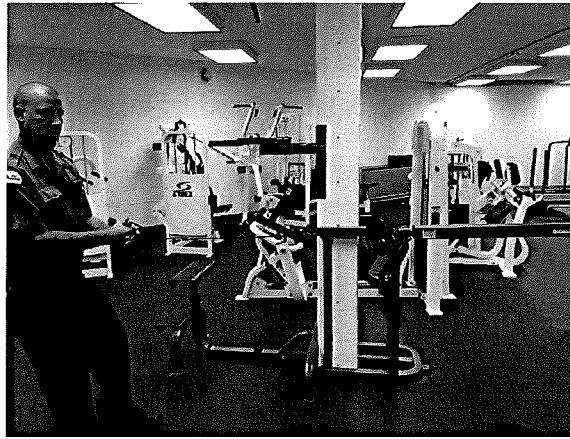
Officers over 40 years will complete the section within 2:00. (2 minutes.)



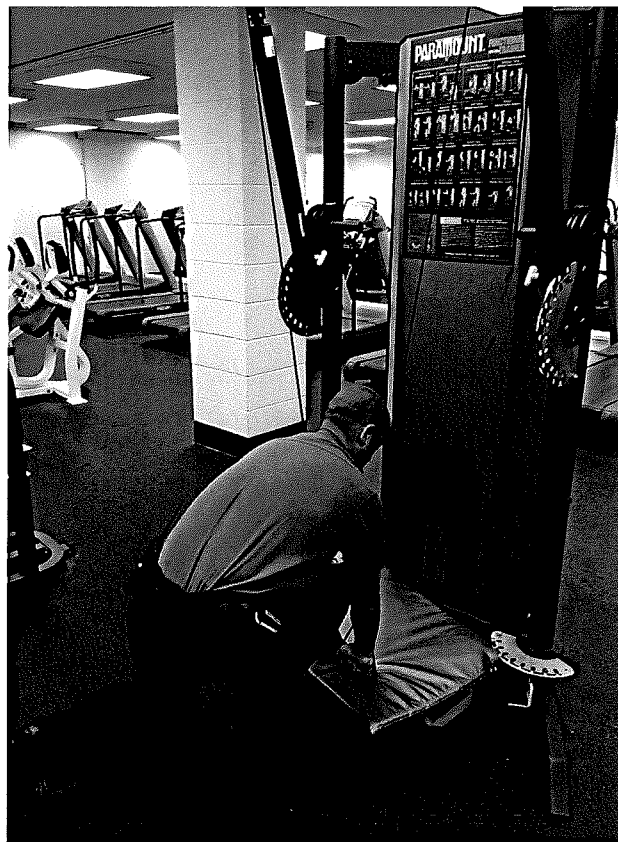
Part II Strength portion:

e) Strength and control: Pull a 75 lb. weight on the weight machine, followed by a hold and then a controlled release.

Scaled as follows:	Male	Female
Under 40 Years:	75 lbs. (3 reps)	60 lbs. (2 reps)
40 – 59 years	65 lbs. (3 reps)	50 lbs. (2 reps)
Over 60 years	55 lbs. (3 reps)	50 lbs. (2 reps)



f) Simulated Take down strength demonstration: Push a 65 lb. weight to the floor using the weight machine using two handles, to simulate the strength needed for an assisted take down of a person.



Takedown Restraint demonstrations: (to be completed on mats)

- One person "arm bar" takedown to the floor
- Two person CPI team control position

APPENDIX D

Page 1 of 4

Fall River Public Schools — Performance Evaluation

Employee Name: _____ Position/Title: _____

School/Assignment: _____ Evaluation Period: _____

Rating Definitions:

- 5. Superior: Accomplished all goals or performed all tasks and excels in a substantial manner.
- 4. Above Standard: Performs all tasks above departmental standards.
- 3. Good: Meets departmental standards.
- 2. Fair: Does not meet some standards, improving and potentially acceptable (supervisor must provide specific examples).
- 1. Unsatisfactory: Many goals unrealized or many tasks not complete (supervisor must provide specific examples).
- 0. Not Applicable: Not relevant to job.

Circle the appropriate rating and provide specific examples in comment space

Part A-1 — Quality and Quantity of Work:

a.....	5	4	3	2	1	0
b.....	5	4	3	2	1	0
c.....	5	4	3	2	1	0
d.....	5	4	3	2	1	0
e.....	5	4	3	2	1	0
f.....	5	4	3	2	1	0

Supervisor's Comments: _____

Employee's Comments: _____

Part A-2 — Work Habits:

a.....	5	4	3	2	1	0
b.....	5	4	3	2	1	0
c.....	5	4	3	2	1	0
d.....	5	4	3	2	1	0
e.....	5	4	3	2	1	0

Supervisor's Comments: _____

Employee's Comments: _____

Fall River Public Schools Performance Evaluation
 Part A-3 — Work Attitudes

- page 2 of 4

a.....	5	4	3	2	1	0
b.....	5	4	3	2	1	0
c.....	5	4	3	2	1	0
d.....	5	4	3	2	1	0
e.....	5	4	3	2	1	0
1, Adapts to emergency situations.....	5	4	3	2	1	0

Supervisors Comments:

Employee's Comments: _____

Part A4 — Relationships with Others

a. Works well with co-workers	5	4	3	2	1	0
b. Works well with the public	5	4	3	2	1	0
c. Cooperates well with supervisors and other staff	5	4	3	2	1	0
d. Observes established channels of communication	5	4	3	2	1	0

Supervisor's Comments:

Employee's Comments: _____

Part A-5 — Supervisory Ability (where applicable)

a. Demonstrates leadership ability	5	4	3	2	1	0
b. Makes informed and timely decisions	5	4	3	2	1	0
c. Is fair and impartial with subordinates	5	4	3	2	1	0
d. Provides training and instruction to subordinates	5	4	3	2	1	0
e. Maintains acceptable performance standards	5	4	3	2	1	0

Supervisor's Comments:

Employee's Comments: _____

Fall River Public Schools — Performance Evaluation
Part B — Comments of Supervisor who performed this evaluation:

page 3 of 4

_____ Supervisor's Signature and Title	_____ Date
_____ 2 nd Supervisor's Signature and Title	_____ Date

Comments of Employee:

Employee's Signature (Does not imply agreement or disagreement) _____
Date of Discussion with Supervisor

Fall River Public Schools — Performance Evaluation
Part C — Comments of 1st or 2nd reviewer of this evaluation:

page 4 of 4

Signature and Title of Reviewer

Date

Comments of Employee:

Employee's signature (Does not imply agreement or disagreement) Date reviewed by employee