

Fall River Public Schools Government Programs

Negotiated Contract with

Fall River School Committee

EFFECTIVE

September 1, 2021 – August 31, 2024

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Fall River Public Schools Government Programs Contract

GENERAL STATEMENT

Comparability to Local Agreements

This contract will be reviewed every three years by the Government Program Contract (GPC) Review Committee. It is intended that the wages, benefits, and working conditions for Government Program Employees be comparable to those for corresponding local bargaining groups. This should be true for unwritten and written policies and procedures. There are instances however, in which federal and/or state guidelines and regulations for grants, supersede local policies.

Applicability

This Negotiated Contract with the Fall River School Committee (GPC) applies to all employees of Government Programs within the Fall River School Department, excluding those employees whose salaries are paid by government grants but are members of other bargaining units.

Salaries for this contract period shall be retroactive to September 1, 2021.

Costs Incurred

The costs resulting from the implementation of this contract, e.g. wages, paid absences, Blue Cross/Blue Shield, and insurance shall be paid by individual Government Programs. Grant monies are contingent on funding notices, which could arrive midyear, and announce the level of new funding or budget reductions. If grant funding is reduced or discontinued, the Fall River School Department will relinquish its responsibility for these costs.

ARTICLE I - TRANSFERS AND REASSIGNMENT

A. Instructional Assistants, Paraprofessionals, Clerks

1. Definition

A transfer or reassignment is defined as a change in the work assignment and/or building assignment of a staff member. Transfers and reassignments are changes leading to a work position which is comparable to the previous assignment and do not constitute pay rate changes.

Notices of transfers or reassignments which will be effective at the beginning of the school year will be given or sent to staff by the end of the preceding school year when possible. In addition, the supervisor will contact staff who might be transferred and discuss proposed changes.

2. Posting of Notices of Vacancies

Vacancies and open positions are posted on the district website.

Notices shall be posted on the FRPS website in advance as practical, at least fifteen (15) school days before the vacancy is filled. No such vacancy will be filled except on a temporary basis during this fifteen (15) day period.

All postings will describe the type of position, qualifications, and salary information associated with vacant assignments.

3. Request for Voluntary Transfer or Reassignment

Any staff member who desires to apply for a position should submit their application via the link to the position on the district website

4. Involuntary Transfer or Reassignment

A transfer is considered involuntary when an individual is moved from one work site to another without requesting such a move.

If an involuntary transfer is to occur during the school year, a written notice which includes specific reasons for the transfer will be given to the individual. This notice shall be provided ten (10) working days prior to transfer, when possible. If ten (10) days' notice is not provided, the reasons for this should also be stated in writing. Any staff member who is to be transferred or re-assigned also has the right to a conference with her/his supervisor and/or the program director to discuss such a change and present alternative points of view. Involuntary transfers will be limited to situations where there is a sound, specific reason for such a change. The program director has responsibility for final decisions related to transfers and reassignments.

5. Criteria for Voluntary and Involuntary Transfers and Reassignments

The following factors will be used to make decisions regarding transfers and reassignments: matching needs with staff resources, program needs and continuity, changes in student and school eligibility, distribution of number and type of student needs, complement of skills within teams, individual staff member's personal needs, interests and preferences, work difficulties which exist within schools or teams, the quality and amount of available work space, financial costs, school allocations, and certification requirements. No other criteria will be used for making reassignments or transfers.

6. Reassignments and Requests for Transfers

Transfers and reassignments for all other staff groups will be negotiated within individual components with the supervision of and approval by the director. Disagreements related to particular transfers and reassignments shall be responded to within ten (10) working days from the date of original assignment. The program director has responsibility for final decisions related to transfers and assignments.

ARTICLE II - SICK LEAVE

A. All Staff

Government Programs is in agreement with the School Committee 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 his or her use of personal sick leave to legitimate purposes as identified in this contract. It is also agreed that Administrators as with Fall River School Department Administrators have a right and responsibility to monitor sick leave and verify that sick leave is restricted to legitimate use. Administrators shall take fair and appropriate corrective action whenever there is a misuse of sick leave.

1. Definition

The term "sick leave" shall apply to time off for illness, parental leave, or leave taken to care for a sick member of the immediate family. The term "immediate family" shall include: father, mother, brother, sister, spouse, child, grandparents, grandchildren, father-in-law, mother-in-law, or member of immediate household.

2. Accumulation of Sick Leave

- a. Annual sick time with full pay shall be allowed to all staff at an annual rate of 14 sick days per fiscal year (September 1 - August 31). Sick leave days will be allotted in the same manner as corresponding groups paid through local funds. An individual's "sick day" is equal to the number of hours per regular work week divided by five (5). Annual sick time will be prorated for less than full work years.
- b. Unused sick leave may be accumulated from year to year without limit.

3. Government Programs Sick Leave Bank (GPSLB)

- a. Government Programs Sick Leave Bank has been established for Government Programs employees. A record of the number of days in the GPSLB will be maintained by the Assistant Superintendent for Administration or her/his designee.
- b. As of September 1, 1998, a new Government Programs Sick Leave Bank was established for all program personnel. All accrued days in individual program accounts that existed prior to September 1, 1998, have been transferred to the new GPSLB. Employees who had already contributed to their program's sick leave bank were not required to donate an additional sick day for the September, 1998 "start-up" of the Sick Leave Bank. New employees will have one (1) day deducted from their personal account when they begin work. This day will be contributed to the new GPSLB.
- c. Additional donations from each employee's sick time account to the GPSLB will be made when the GPSLB is exhausted. In the event the GPSLB is exhausted during the term of this agreement, all qualified members shall have

their sick leave accumulation reduced by another day and that day shall be deposited into the bank.

- d. Employees who have exhausted their personal sick leave and their personal days, may request to draw days from the GPSLB which would be paid at the individual's regular wage.
 - (1) To withdraw time from the GPSLB, individuals must submit documentation of need from a physician. An Ad Hoc GPSLB Committee will determine the seriousness of the individual's need and decide whether or not to grant such leave. This committee will be comprised of the Director of Human Resources or his/her designee, the director of the program involved, and three Government Programs staff members drawn by lottery from the total staff. Staff members drawn by lottery will serve on the committee for an entire three year contract period. Three alternate committee members, to be available if needed, should also be drawn by lottery. The chairperson of each committee will be the program director involved. A GPSLB committee member cannot participate in a decision related to her/his own request to withdraw from the GPSLB. Decisions will be made by a majority vote of the GPSLB Committee. Committee decisions are final and cannot be appealed. The following criteria shall be used in determining eligibility for withdrawing days from the GPSLB: adequate medical evidence of serious problem and prior utilization of all eligible sick leave.
 - (2) An employee is restricted to initially drawing no more than thirty (30) days from the GPSLB. Near completion of this thirty (30) day period, an individual may request additional days from the GPSLB. Employees are restricted to drawing no more than one hundred (100) days per work year or no more than the number of work days that the employee is budgeted for, whichever is less. Employees must first exhaust their personally accrued sick time and personal time before receiving time from the sick leave bank.
 - (3) Written requests for sick days from the GPSLB shall be accompanied by a detailed statement from the treating physician indicating the nature of the medical problem, why this problem prevents the individual from working, and the date the individual is expected to return to work.
- e. An employee is required to reimburse the Sick Leave Bank twenty-five percent (25%) of the allotted days. The amount and the period for reimbursement may be adjusted by the GPS; in no event shall the reimbursement period exceed two (2) school years.

Requests for days from the GPSLB shall not include time for paternity or maternity leave.

4. Sick Leave Deductions

- a. Employees will receive full payment for days absent which are deducted from their personal accumulated sick time. If a government program employee leaves their job after the midway point of their typical workday due to illness, a half day (1/2 day) of leave will be deducted from such person's sick leave account. If such person leaves their job before the midway point due to illness, a full day (1 day) of sick leave will be deducted from the person's sick leave account.
- b. The Superintendent or his/her 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 the employee was not able to work. In cases where the Employer substantiates cause to suspect abuse by an employee who has used at least twelve (12) sick days in one school year, or has exhibited a pattern that raises the suspicion of sick leave abuse, the Employer may require such employee to provide written documentation from a qualified physician.
- c. The following are considered legitimate causes for payment of sick time:
 - (1) Personal Illness or Injury: Individuals must notify the program office and, if different, their work station when they are out sick. Individuals who are absent for five (5) consecutive days or more, may be required to submit a physician's report.
 - (2) Serious Illness or Injury to Family Member: In the event of serious illness in an employee's immediate family, up to five (5) emergency leave days shall be granted without loss of pay. These days will be deducted from the employee's sick days and she/he may be required to document her/his need.
 - (3) Parental Leave: Parental Leave will be granted as sick time to any person who leaves her position for the purpose of giving birth to or adopting a child and who gives reasonable written notice to the director. The anticipated date of departure and return to work should be noted and a leave of absence of up to eighteen (18) months shall be granted.
 - (a) An individual taking this leave has the option of using her accrued sick leave (limited to sixty (60) working days) or taking the leave without using sick time. Any person who is

pregnant and suffers a miscarriage is allowed a leave of absence of up to six (6) months. As in the case above, an individual may be paid for this time up to the maximum available in her sick leave account (not to exceed sixty (60) working days) or may elect not to be paid and thus not have sick time deducted.

- (b) An employee absent for parental leave will be required to submit a medical certification that she is physically able to resume work before returning to her job.
- (c) Any person on parental leave shall be entitled to be restored to her previous position or a similar position within eighteen (18) months of her departure, with the same status, pay, and seniority as if she had not been absent.

5. Sick Leave Buy Back

Effective September 1, 1998, any staff member in the Fall River Public School System Government Programs with a minimum of fifteen (15) years of service, upon resignation, retirement, or death will get \$35.00 for the first 225 days accumulated unused sick days; and \$35.00 per day for 25% of the remaining sick leave days above 225 days. In the case of the death of the employee still actively employed by the Fall River Public Schools, the above allowance will be paid to her/his beneficiary, or if none, to her/his estate.

6. Transfer of Sick, Vacation, and Personal Days

Fall River Public School staff that transfer from a locally funded position to a Government Program position, or transfer from a Government Program position to a locally funded position will be allowed to transfer all accumulated sick, vacation, and personal time, if applicable.

This agreement also allows for the carryover of seniority, but only if the contract from which the individual is transferring allows reciprocation.

7. Perfect Attendance

Effective September 1, 2021, employees who have perfect attendance for their work year will receive the following within thirty (30) days of their last work day of the year. Perfect attendance will not be affected by funeral day(s) or jury duty.

A.) Perfect Attendance Clerks:

Perfect Attendance:	\$350 per year
One (1) sick day used:	\$200 per year
Two (2) to three (3) days used:	\$125 per year

B.) Perfect Attendance Para professionals

Paraprofessional(s) who have perfect sick leave attendance during a school year shall receive up to \$400.

Perfect Attendance for the first 90 days of school will be paid at \$200, and perfect attendance for the second 90 days will receive \$200 following the last day of school of that school year.

Paraprofessional(s) who have one sick day shall receive \$200 within thirty (30) days of the last day of school of that school year. Paraprofessional(s) who have 2-3 sick days shall receive \$150 within thirty (30) days of the last day of school of that school year. Personal days, school business days, and bereavement days will not affect the perfect attendance policy.

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

ARTICLE III - LEAVES OF ABSENCE

A. All Staff

1. Definition

A leave of absence refers to leave which is not deducted from sick time. Leaves of absence may be short term or extended in nature; leaves for certain purposes may be taken without loss of pay. Employees are required to provide appropriate notification when taking or requesting leave.

2. Short Term Leave

- a. Death in Immediate Family:** Individuals shall be entitled to a leave of absence for five (5) days without loss of salary or loss of credit from annual or cumulative leave. Immediate Family consists of husband, wife, mother, father, brother, sister, children, grandchildren, mother-in-law, father-in-law, or member of immediate household.
- b. Death of Relative:** Individuals shall be entitled to a one (1) day leave for the funeral of a relative (not covered in Section a.) without loss of salary or loss of credit from annual or cumulative leave. The term Relative includes great-grandparents, great-grandchildren, aunts, uncles, nieces, nephews, first cousins, brothers-in-law, sisters-in-law.
- c. Holy Days:** Up to three (3) days leave shall be granted without loss in compensation to individuals who request it and are of the Jewish faith. These holy

days will be limited to Rosh Hashanah and Yom Kippur.

- d. Jury Duty:** Leave for jury duty will be granted without loss of compensation or loss of sick time or annual leave. Paid jury members will either receive pay which combined with jury pay would equal their normal compensation, or receive their full pay and then transfer jury pay to the program.
- e. Military Leave:** Maximum of ten (10) days per school year without any loss of compensation will be granted to persons called into temporary active duty with any unit of the U.S. Reserves or State Guard, provided such obligation is with their unit and cannot be fulfilled on days when school is not in session.
- f. Personal Business Days:** Each employee is entitled to personal business days each year. Permission for personal business days must be submitted in writing to the employee's supervisor at least twenty-four (24) hours prior to the day for which leave is requested. One (1) unused business day per year may be carried over and accumulated the following year.

PARAPROFESSIONAL PERSONAL DAYS:

Two (2) days personal leave annually. These days must be documented and will be at the discretion of the Superintendent or the Superintendent's designee. One of the two personal days may be carried over to the following year with an unlimited accumulation.

CLERK 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.

- g. Quarantine:** Absence due to a school related contagious illness requiring quarantine shall not apply against the individual's sick leave, provided this illness is confirmed by the Board of Health. The individual shall be paid in full until a permit to return is obtained. A certificate from the Board of Health or a designated physician stating the above will be required before the individual returns to work.

3. Long Term Leave

Education Leave: To further one's education without sabbatical reimbursements, or payments, or contract.

- (1) A written request for this type of leave should be filed with the program director sixty (60) or more days prior to anticipated departure. A specific purpose and time must be given. Time allowed may depend on the specifics of the request.
- (2) This leave, if approved by the Superintendent, entitles the individual to be placed on the appropriate pay scale that is in effect at the time of return.
- (3) An individual granted this leave shall be entitled to be restored to her/his previous position or a similar position within stated time allotted with the same status, pay, and seniority as if she/he had not been absent. Sick time and vacation time accumulated at time of leave will be restored.
- (4) A minimum of three (3) consecutive years of service with Government Programs will be required before any such request can be considered.
- (5) While on educational leave, an individual does not accumulate additional sick time, vacation time, personal days or salary increments or increases.

4. Personal Leave

A person may request general leave (non-educational or sabbatical) without payment.

- a. A written request must be filed thirty (30) days in advance. Request must include dates of leave and the purpose of the requested leave.
- b. No personal leave of absence shall exceed two (2) consecutive years. Leaves of absence to take a position with a new employer shall be at the sole discretion of the superintendent. All other requests under this personal leave section are subject to the approval of the Superintendent or Superintendent's designee.
- c. Seniority will be accrued during the time a person is on personal leave up to a maximum of two (2) years. Should an individual return to work, the amount of sick time, vacation time, personal days, and pay step will be restored to the levels held prior to approved leave.

5. Contingency Statement Relative to All Leaves of Absence

This leave of absence will be contingent upon continuation of funding for the particular position that an individual held at the time she/he was granted a leave of absence. This does not preclude any individual's rights under a former position that she/he held within

that or any other program.

ARTICLE IV - VACATIONS, AND HOLIDAYS

A. Instructional Assistants, Paraprofessionals, Support Staff: School Vacation Days and Holidays

Staff listed above shall be entitled to school vacation days and holidays which occur during their regular work week. These days will be consistent with those which appear as either vacation days or holidays in the public school calendar.

B. Non-Instructional Staff (12 month employees)

1. **Annual Vacations** - Vacations will be taken during the Government Programs fiscal year based on vacation time earned in the twelve month period immediately preceding the vacation year.

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 s/he has served beyond 20 years to a maximum of six (6) weeks paid vacation

- a. An employee may carry over a total of seven (7) vacation days beyond the Government Programs fiscal year. It is the responsibility of the employee to request in writing to his/her supervisor and the Superintendent by August 1. Final approval rests with the Superintendent or his/her designee.
- b. All employees should submit a written request five (5) or more days before taking annual vacation days. Vacation requests are subject to the approval of the respective supervisor.
- c. Employees who have reached the maximum of six (6) weeks' vacation will be allowed to exchange up to seven (7) vacation days for monetary compensation at their regular daily rate. This exchange must be requested in writing three (3) months in advance of end of fiscal year. In certain situations, with approval of director and contingent on availability of funds, a shorter notice may be acceptable. Monetary compensation will be paid out at the end of the program's fiscal year.

2. Holidays

- a. Non-instructional staff will be entitled to the following days off with regular pay, if these holidays fall within a regular work week.

New Year's Day
Martin Luther King Day
Washington's Birthday
Good Friday
Patriots' Day
Memorial Day
Independence Day
Labor Day

Columbus Day
Veterans' Day
Thanksgiving Day
Day after Thanksgiving
Day before Christmas
Christmas Day
Day after Christmas
Day before New Year's

JUNETEENTH ** (June 19th)

**for Paraprofessionals, only if school is still in session on the day before and after Juneteenth.

- b. In the event that one of the above holidays falls on a Saturday or Sunday and is not legally celebrated on Monday, 12 month employees who work that day will be compensated an additional day's pay (i.e., the day before Christmas, day after Christmas, and day before New Year's).
- c. 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.
- d. 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.

ARTICLE V - FRINGE BENEFITS

A. Health Plans

- 1. Government Program employees will be entitled to the same medical insurance options, using the same rules, that are available to locally paid staff in similar positions.

2. Health Insurance Deductions

Government Programs employees who do not work year round (52 weeks) agree to distribute health insurance payments evenly through the paid work year. This will eliminate the need to have added medical insurance payments for unworked months, such as July and August, deducted near the end of each school year.

B. Retirement

1. Participation

Employees who work twenty (20) hours per week or more must participate in the appropriate retirement system.

2. Pay Deduction

Eligible employees participating in a retirement system will have a percentage of their pay deducted for retirement purposes as described by the State Retirement Statute.

C. Annuities

Government Program employees are eligible to participate in a tax sheltered annuity plan established pursuant to the United States Public Law No. 87- 370.

D. Fringe Benefits Updates

Government Program employees will be entitled to updates or changes that relate to this article. This includes medical and dental insurance, life insurance and retirement as described in this article, if such updates are given to other school department personnel.

ARTICLE VI - GENERAL HIRING PROCEDURES

A. Advertising New Positions

1. Posting of Advertisement

Notice of vacant or new position(s) must appear on the FRPS website fifteen (15) days or more during the school year, prior to filling any position(s).

2. Content of Advertisement

All advertisements will include a brief job description, hours, qualifications for the position, and pay parameters.

B. 12 month employees - HOURS OF WORK

Effective September 1, 2021

The basic work week for all full time clerks shall consist of 35 hours scheduled over five (5) consecutive, seven hour work days, Monday through Friday. The hours of work for various job stations are as follows:

a. Administration Building Annex

Normal hours: 8am-4pm, including one hour for lunch. Hours may be adjusted at the discretion of the supervisor based on the needs of the site.

*Summer hours: 8am-3pm, including one hour for lunch. Summer hours are from June 1-August 31 and any work day during which school is not in session.

- b.** PACE Center Hours may be modified during summer months in consultation with the supervisor to service community needs, not to exceed the weekly hours total.

C. Paraprofessional Hours of Work:

a. Special Education Paraprofessional(s) who work in substantially separate self-contained classrooms and work primarily with 502.4 prototype students, as determined by the Assistant Superintendent of Special Needs, may be required to eat lunch with the children. In those cases only, lunch will be considered part of the six and one half (6.5)-hour workday.

These Paraprofessional(s) shall continue to receive their fifteen (15) minute morning duty-free period. Within the time of 7:15 a.m. to 3:30 p.m., the workday will be seven (7) continuous hours.

b. For all other Paraprofessional(s), the workday will consist of seven (7) continuous hours within the time frame of 7:15 a.m. to 3:30 p.m. Within the workday, the Paraprofessional(s) will receive one 15- minute period at the discretion of the building administrator. Within the Paraprofessional(s) workday, each Paraprofessional(s) will have a duty-free, paid lunch period equal to the lunch period of the students and teachers at that Paraprofessional(s) school.

c. Paraprofessional(s) shall be paid for a seven (7) hour workday unless they are required to work beyond the workday set forth in A.1. and A.2.

D. Salary Scales

1. Employee Moving to New Government Program

An individual who moves from a position in one Government Program to another Government Program shall not lose seniority or accumulated benefits. That individual should be placed at the appropriate step for their experience in Government Programs.

2. Employee Moving to a Different Pay Scale

- a. If an individual moves from a higher Government Programs pay scale to a lower one (job change), she/he will be paid on a step which compensates for total work experience in Government Programs, degree(s), and credit status.
- b. If an individual moves from a lower Government Programs pay scale to a higher one (job change), she/he will be paid on a step which compensates for her/his total work experience in which similar duties were performed in Government Programs.

3. Paraprofessionals Within Integrated or Self-Contained Classes for Profoundly Challenged Students

Effective July 1, 2021 Special Education paraprofessional(s) who work in substantially separate self-contained classrooms which primarily consist of profound developmentally impaired, severely physically handicapped, severely multi handicapped, severely intellectually disabled and severely emotionally disturbed students, will receive a differential of \$1,000 per year. The differential will be made in two payments, one as the first check in January and the other in the first check in June. Payments will be prorated based upon 100 dollars per month of service with these types of classes. Any paraprofessional can question whether she/he is entitled to the extra amount.

ARTICLE VII - REDUCTION IN FORCE

A. Definition

Reduction in force is defined as a decrease in the number of total staff or number of staff in a given position as a result of decreased funds, change in regulations, change in program design, or change in number of schools and/or children being served.

B. Notice of Layoffs

Notice of layoffs will be provided to government program staff affected by budget cuts 14 days prior to their last day of service.

Job Categories

For the purpose of reduction in force, each Government Program will be responsible for developing its own list of job categories. Each job category will be considered independently. The number of people budgeted will be based upon Program need and design. Excess staff in any category will be laid off beginning with the least senior staff member. A laid off individual has bumping rights to any previously held position in Government Programs as described in Article VII, Section F.

C. Employment Date

The basis for developing a seniority list in each job category will be the initial date of continuous school year employment (first day working for and paid by a particular Government Program).

1. Initial Employment Date

Staff members, who had more than one position in a particular program, will be listed by their initial employment date.

2. Accrual of Leave

Accrual for continuous personal, educational or sabbatical leave will not exceed two (2) years. An individual who is on leave for more than two (2) consecutive years relinquishes seniority status

D. Breaking Seniority "Ties"

In cases where individuals have the same seniority on the basis of initial work day, a total of points based upon the following criteria will be used to distinguish layoff priority. The person with the fewest total points will be the first to be laid off among a group which has the same initial starting date.

1. Points For Public School Work

Each full year (September to June) working continuously within Fall River Public Schools (excluding time in Government Programs) = 4 points. Partial year will be prorated to the nearest quarter year, i.e., 1/2 year = 2 points

2. Points for Work Outside Fall River Public Schools

Each full year (September to June) working in a school, preschool through grade twelve (12), outside of the Fall River Public School System = 2 points

3. Points for Government Programs Summer Program Work

Each Fall River Government Program Summer Program = 1 point

E. Administrative Decision

In situations where the above point system does not adequately distinguish between employees beginning on the same day, layoffs will be determined by the following factors in rank order of priority:

1. **Educational Background:** Consideration of an individual's relevant life experiences, and education.
2. **Formal Evaluation:** Documented, and on file.
3. **Pattern of Attendance:** Documented number of days of absence due to a long term or serious illness will not be considered a poor attendance pattern.

F. Bumping Back

The following three rules govern any bumping:

1. **Bumping Back Within Program**

Individuals who are laid off in one job category and have previously worked in a different category within that program may, if they choose, bump back to the previously held position (subject to seniority guidelines, Article VII, Section C and state certification rules.) For example, a teacher who had at one time been a teacher assistant may bump a teacher assistant with less seniority

2. **Bumping to a Previously Held Position**

An individual who bumps to a previously held position will be paid on the appropriate scale for that position without any loss of seniority, longevity, or sick leave. She/he will be placed on a pay step which reflects her/his total experience in Government Programs.

G. Recall

Employees of each particular Government Program will be recalled in the reverse order of their layoff at same or equivalent positions become available. The job qualifications must be met at the time of recall. These employees will remain on the recall list for a period of two (2) years from the date of dismissal.

During the two (2) year recall period, new personnel will not be hired to fill positions until all personnel on that particular program's recall list for that position have been rehired or have declined the opportunity to return to work.

The following three points apply to any individual recalled from a layoff:

- No sick leave time or time toward seniority or longevity is accrued during the layoff period.
- Longevity, seniority, and sick leave time accrued before the layoff are not lost and continue from the date of reemployment.
- Retirement benefits may be affected by layoffs. Individuals should refer to

specific retirement rules and regulations applicable to their particular program.

H. Redesign or Modification of Program

If a redesign or modification of the program is likely to result in a reduction in force, the program administration shall consult with a representative group to discuss the implications of such a change. The consultation with this group shall take place prior to a final decision being made. The program administration maintains responsibility for any decisions related to such changes in the program.

I. Posting of Seniority Lists

1. Updated Seniority List

Human Resources is responsible for maintaining an updated seniority list for each job category

2. Posting of List

During the month of March, seniority lists will be posted in the respective program offices for staff review. Staff should direct questions and comments about the list to their program administrator. Corrected lists will again be posted from April 10 through the beginning of the next school year as necessary.

ARTICLE VIII - RESIGNATION

A. Definition

A resignation is a formal statement of termination of employment by any individual.

B. Notification

A staff member will notify her/his director or immediate supervisor thirty (30) working days prior to the anticipated termination of services in Government Programs. This notification must be in writing. The employee is not required to give a reason for her/his resignation. An individual has the right to remain in her/his position during this thirty (30) days. A copy of the resignation notice is given to the employee's immediate supervisor and another copy given to Human Resources to be placed in the employee's personnel file. Resignation will be effective upon action by the Superintendent of Schools.

C. Withdrawal of Resignation

An individual may withdraw the resignation for any reason before the expiration of the thirty (30) day period unless the resignation has already been approved by the Superintendent.

D. Seniority Status

An individual who formally resigns from a Government Program shall relinquish all seniority rights. Accumulated sick leave not applicable to the sick leave buy back provision, under Article II 5 above, will also be relinquished.

ARTICLE IX - EMPLOYEE GRIEVANCE PROCEDURE

A. Definition

A grievance is a claim based upon an event or condition which affects the welfare and/or conditions of employment of an employee or group of employees. This would include alleged violations of an individual's rights as described under the personnel policy. An "aggrieved person" is the person or persons making the claim. Grievances should be resolved equitably at the lowest administrative level.

B. Purpose

The purpose of the grievance procedure is to provide a fair procedure for individuals or groups to present complaints they may have related to the interpretation, or implementation of personnel policies, work policies, or the nature of work conditions.

C. Procedure

1. Right to Informal Discussion

Every employee with a grievance has the right to discuss the matter informally with any appropriate member of the administration to settle the grievance (following the normal supervisory line of communication).

2. Right to Consultant(s)

Individuals who are filing a formal or an informal grievance have the right to be accompanied by a consultant(s) of their choice at any of the grievance meetings.

3. Personnel Records and Grievance Procedure

All documents, hearings, minutes, notes, etc. that are gathered through the grievance process, shall not become part of an individual's personnel record.

4. Confidentiality and Grievance Procedure

An individual's right to confidentiality in a grievance procedure shall be honored. No reprisals will be taken against any individual because of participation in any grievance procedure.

5. Expediting the Grievance Procedure

Since it is important that formal grievances be processed as rapidly as possible, every effort will be made to expedite the process (see time limits Article IX Section E). The time limits may be extended by mutual agreement. Two levels of procedures exist for filing a grievance: informal and formal.

D. Informal Grievance Procedure

Government Program employees with grievances should take them to their immediate supervisor to resolve on an informal basis prior to filing a formal grievance. Individuals who have informal grievances have the right to be accompanied by a consultant(s) of

their choice. An aggrieved Government Program employee will receive a written response to her/his informal grievance. She/he will also receive a written response if they choose to go through the formal grievance procedure at each level of that procedure.

E. Formal Grievance Procedure

1. LEVEL I

- a. Meeting with supervisor within 10 working days of employee's written request
- b. Written response from supervisor within five (5) working days after meeting has taken place
- c. If employee is not satisfied with outcome, grievance will go to Level II

2. LEVEL II

- a. Request for meeting with Superintendent and/or his designee
- b. Meeting to be held within fifteen (15) working days after request has been made
- c. Written response from Superintendent and/or designee within five (5) working days after meeting has taken place.
- d. If employee is not satisfied with outcome, grievance will go to Level III

3. LEVEL III

- a. Meeting with Sub-Committee on Grievances of the Fall River School Committee.
- b. Meeting to be held within thirty-one (31) calendar days of written request.
- c. Written response from Sub-Committee on Grievances of the Fall River School Committee within five (5) working days of the formal School Committee meeting.

F. Timeline Waiver

With agreement from both sides, timelines for processing of grievances may be waived.

G. Grievance Time Limit

If a Government Programs employee does not submit a request for a Level I Grievance Meeting within twenty (20) days after that employee knew or should have known about the condition or act that is to be grieved, the grievance is considered waived.

ARTICLE X - TERMINATION

A. Definition

Termination is defined as conclusion of employment due to involuntary dismissal. (For information regarding Reduction in Force see Article VII, and Resignation see Article VIII).

B. Grounds for Involuntary Dismissal (Subject to Due Process Under Massachusetts Law)

- Non-performance of duty

- Conviction for a felony
- Insubordination
- Conduct unbecoming an employee
- Other good cause

C. Discipline Procedure

Staff member will be informed about grounds for dismissal. Prior to dismissal procedures commencing, staff member will have an opportunity through staff development to correct the problem. Serious issues will cause immediate dismissal procedures.

Dismissal will be based on the recommendation of the immediate supervisor with the approval of the Superintendent of Schools.

Government Programs employees will be disciplined or dismissed in accordance with Massachusetts laws.

D. Involuntary Dismissal Process

Process should begin with evaluation meetings between employee and immediate supervisor.

If issues are not resolved, grievance procedures may be exercised according to GPC.

ARTICLE XI - GENERAL

A. Reviewing and Revising GPC New Agreement

If during the term of this contract, the School Committee reaches a new agreement or alters present agreements with any bargaining units that result in a significant discrepancy in the wages, hours, or terms of employment between a Government Programs employee and corresponding locally paid employee, negotiations related to additional changes in this contract will be reopened.

B. Other Considerations

1. Lunch

Government Programs employees will be entitled to lunch breaks that are equivalent to those provided to locally paid staff in similar positions. Government Programs clerical staff may stagger working hours to provide coverage over the normal seven (7) hour workday where such coverage is determined to be necessary by the individual program needs and the supervisor.

2. Travel Reimbursement

Government Programs employees will be entitled to travel reimbursement that is equivalent to that provided to locally paid staff in similar positions, unless federal or state regulations related to specific grants provide more stringent constraints. If more stringent federal or state regulations exist, travel reimbursements will be provided as

consistently with local policy as possible, while staying within the applicable federal or state regulations.

3. Work Schedules

Unless otherwise specified working hours for government program employees will correspond to locally paid people in equivalent positions. All new Government Programs clerical staff will work the same schedule as clerical staff. All staff hired after July 1, 2005 will work normal hours of 8:00 a.m. to 4:00 p.m., and summer hours of 8:00 a.m. to 3:00p.m. from June 1 through August 31 and any work day in which school is not in session. All staff will work schedules comparable to their counterparts in the school system, except the staff who work a modified schedule for the PACE Center (see Article VI, Section B.). Modifications can be made to stagger clerical staff work schedules based on program need and the approval of program director.

4. Staff Development and In-Service Training

Government Employees will participate in Staff Development and In-service Training activities that are the same or similar to those which corresponding locally paid staff participate in, unless grant, program, or job description requirements require additional, or different Professional Development, or In- service training.

5. Staff Appearance

Staff shall maintain a neat and clean appearance. All staff shall wear clothing that is consistent with maintaining a (business casual) professional educational environment. It is recognized that expectations for appearance may vary depending on the specific responsibilities being carried out, such as for physical education and art activities. It is also recognized that for some special events or projects, such as field days or fund raising activities, the guidelines for professional appearance may vary.

6. Evaluation

Government program staff will be evaluated with an instrument and process comparable to what is being used for corresponding locally paid work groups. If necessary, modifications will be made to accommodate differences in job responsibility.

7. Work Site Temperature

If the temperature at a 12 month employee's 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 their 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 use of paid time off.

ARTICLE XII - GENERAL SALARY INFORMATION

1. Longevity

Longevity, for pay purposes, will be based upon the total length of service the employee has with any department within the City of Fall River

2. Longevity Payments

These payments will be made in accordance with the number and timing of payments for corresponding locally paid work groups within the school department.

A. Step Increases

Step increases begin on the first year anniversary date of employment.

B. Snow Days and Emergency Closings

In the event of cancellations due to snow days or other emergencies, employees shall not be financially penalized by being required to use their personal, or vacation time.

- C.** When schools are dismissed early due to inclement weather or other emergency, Government Programs employees will be dismissed within one (1) hour following the dismissal of teachers at their site.

D. Instructional Staff Payment Schedule

Full time instructional staff will be paid on a twenty-two (22) payment schedule. This schedule is defined as “annual pay divided into twenty-two (22) equal bi-weekly installments” over the course of the work year.

E. Substitute Pay for Paraprofessionals

Government Programs Instructional Assistants/Paraprofessionals who are used for teacher substitutes for one or two periods at the elementary, middle and high school level will be compensated at the rate of \$10.00 per period or any portion thereof. Government Programs Instructional Assistants/Paraprofessionals who are used for teacher substitutes for three or more periods at the elementary or middle school level, or for three or more consecutive periods at the high school level will receive the current daily rate being paid to a regular substitute teacher. The cost for this substitute activity will be charged to the fund (local or grant), which is linked to that specific substitute activity. For example substituting to free up teachers participating in staff development sessions will be charged to the grant sponsoring/supporting that activity. Substituting for a classroom teacher out sick will be charged to the local sub account. If there is a change on the local side for paraprofessionals regarding compensation for substitute teaching, a corresponding change will be made for government program paraprofessionals.

F. Longevity compensation effective September 1, 2021

Clerks LONGEVITY Effective July 1, 2023

After 5 years	\$31 per week
After 10 years.....	\$38 per week
After 15 years.....	\$44 per week
After 20 years.....	\$50 per week
After 25 years.....	\$58 per week
After 30 years.....	\$62 per week
After 35 years.....	\$67 per week
After 40 years.....	\$72 per week

Paraprofessional LONGEVITY

Effective 9/1/2021

<u>Rate</u>	<u>9/1/2021</u>
After 5 years:	\$600.00
After 10 years:	\$700.00
After 15 years:	\$800.00
After 20 years:	\$900.00
After 25 years:	\$1000.00
After 30 years:	\$1100.00
After 35 years:	\$1200.00
After 40 years:	\$1300.00

SUMMARY OF PAY INCREASES

Government Programs FY 2021 – FY 2024

Paraprofessionals in the government programs unit will be paid and placed according to the pay scales below, in line with all other paraprofessionals in the district. Following that transfer- educational credit payments will be paid in the same way as the paraprofessionals in other units are paid.

Scale A For all members who are **Paraprofessionals**

Paraprofessional Salary Scale 2021-2024

Effective July 1, 2021: up to \$1.00 increase to each step on the schedule, to match the following schedule
In relation to the previous schedule, this schedule is dropping the lowest step, and adding a new top step at 102% of the previous step. All staff would then receive the new rate for their appropriate step.

Effective July 1, 2022: \$1.05 increase to each step on the schedule

Effective July 1, 2023: \$1.05 increase to each step on the schedule

<u>Eff.</u>	<u>7/1/2021</u>	<u>7/1/2022</u>	<u>7/1/2023</u>
Step 1	\$17.82	\$18.87	\$19.92
Step 2	\$18.04	\$19.09	\$20.14
Step 3	\$18.27	\$19.32	\$20.37
Step 4	\$18.60	\$19.65	\$20.70
Step 5	\$18.72	\$19.77	\$20.82
Step 6	\$19.09	\$20.14	\$21.19

Stipends for College Credit

Paraprofessional(s) with thirty (30) *college credits* or more will receive a \$500 stipend.

Paraprofessionals with sixty (60) or more college credits and who provide appropriate documentation, will receive a \$900 per year stipend.

Paraprofessionals will receive these stipends within 60 days following the last day of school in that school year. Stipends will be prorated for work years less than a full year.

Clerks/other support staff will receive raises in line with other bargaining units- Regular clerks will be placed on the appropriate salary tables in accordance with the contract between the Fall River School Department Civil Service Clerical Employees Association. Those tables were adjusted by 3% for 2021-2022, 3% for 2022-23, and 3% for 2023-2024. Any other support staff will have their rate of pay adjusted by the 3% effective 7/1/2021.

The clerk scales below reflect the adjustments for 2021-2022, 2022-2023, and 2023-2024.

Scale B

Clerical scales

2021- 2022

Effective July 1, 2021

Rates increase 3%

I A			60 CREDITS/		
STEP	BASE	BUS. CERT.	ASSOC DEG.	90 CREDITS	120 CREDITS
1	593.80	627.96	634.81	655.30	675.79
2	616.67	650.90	657.64	678.14	698.65
3	639.53	673.68	680.54	701.03	721.52
4	662.38	696.54	703.41	723.88	744.38
5	684.58	718.73	725.58	746.07	766.60
6	703.96	738.14	745.00	765.49	785.98
7	720.80	754.95	761.79	782.31	802.80

(Finance)

IV A / III			60 CREDITS/		
STEP	BASE	BUS. CERT.	ASSOC DEG.	90 CREDITS	120 CREDITS
1	671.44	705.58	712.44	732.94	753.41
2	694.31	728.47	735.33	755.80	776.31
3	717.19	751.33	758.16	778.67	799.19
4	740.01	774.19	781.04	801.54	822.02
5	762.20	796.38	803.19	823.70	844.21
6	781.92	815.81	822.64	843.13	863.63
7	800.39	834.54	841.41	861.89	882.41

2022- 2023

Effective July 1, 2022

Rates increase 3%

I A			60 CREDITS/		
STEP	BASE	BUS. CERT.	ASSOC DEG.	90 CREDITS	120 CREDITS
1	611.61	646.80	653.85	674.96	696.07
2	635.17	670.43	677.37	698.49	719.61
3	658.71	693.89	700.96	722.06	743.16
4	682.25	717.43	724.51	745.60	766.71
5	705.12	740.30	747.35	768.45	789.60
6	725.08	760.28	767.35	788.45	809.56
7	742.43	777.60	784.64	805.77	826.89

(Finance)

IV A / III			60 CREDITS/		
STEP	BASE	BUS. CERT.	ASSOC DEG.	90 CREDITS	120 CREDITS
1	691.58	726.75	733.81	754.93	776.02
2	715.14	750.32	757.39	778.48	799.60
3	738.70	773.87	780.91	802.03	823.16
4	762.21	797.41	804.47	825.58	846.68
5	785.07	820.27	827.29	848.41	869.53
6	805.38	840.29	847.32	868.42	889.54
7	824.40	859.97	866.65	887.75	908.88

2023- 2024

Effective July 1, 2023

Rates increase 3%


I A			60 CREDITS/		
STEP	BASE	BUS. CERT.	ASSOC DEG.	90 CREDITS	120 CREDITS
1	629.96	666.20	673.47	695.21	716.95
2	654.23	690.54	697.69	719.44	741.20
3	678.47	714.71	721.99	743.72	765.45
4	702.72	738.95	746.25	767.97	789.71
5	726.27	762.51	769.77	791.50	813.29
6	746.83	783.09	790.37	812.10	833.85
7	764.70	800.93	808.18	829.94	851.70

(Finance)

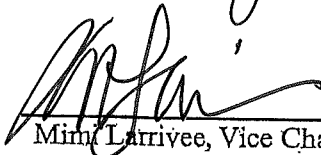
IV A / III			60 CREDITS/		
STEP	BASE	BUS. CERT.	ASSOC DEG.	90 CREDITS	120 CREDITS
1	712.33	748.55	755.83	777.58	799.30
2	736.59	772.83	780.11	801.83	823.59
3	760.86	797.09	804.34	826.09	847.85
4	785.08	821.33	828.60	850.35	872.08
5	808.62	844.88	852.10	873.86	895.62
6	829.54	865.50	872.74	894.48	916.23
7	849.13	885.77	892.65	914.38	936.15

IN WITNESS WHEREOF, the parties hereunto set their hands and seals in the City of Fall River, Massachusetts, on this 11th day of April 2023.

FALL RIVER SCHOOL COMMITTEE



Mayor Paul Coogan, Chairperson




Mimi Larrivee, Vice Chairperson

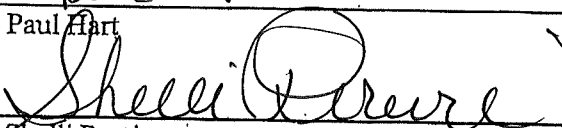
Kevin Aguiar




Bobby Bailey



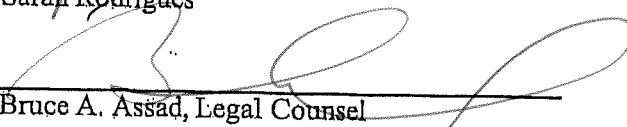
Paul Hart



Shelli Pereira

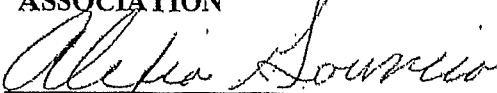


Sarah Rodrigues



Bruce A. Assad, Legal Counsel

**FALL RIVER ADMINISTRATORS
ASSOCIATION**



A. Gouveia, Government Program Unit,
President