LABOR MANAGEMENT AGREEMENT

FALL RIVER SCHOOL COMMITTEE

AND

AMERICAN FEDERATION OF STATE, COUNTY

AND

MUNICIPAL EMPLOYEES

AFL - CIO

COUNCIL 93, LOCAL 1118

CUSTODIAL EMPLOYEES

July 1, 2021– June 30, 2024

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THIS AGREEMENT ENTERED INTO by the FALL RIVER SCHOOL COMMITTEE, hereinafter referred to as the Employer, and LOCAL 1118, STATE COUNCIL 93, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment. The Union agrees that for the life of this contract there shall be no strike, slowdown, sickout or other similar concerted action.

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 custodian employees 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

The parties to this Agreement agree that they shall not discriminate against any person because of race, creed, color, gender, sexual orientation or age, and that such persons shall receive the full protection of this Agreement.

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 provisions of this Agreement or his/her refusal to comply with any order, which would violate this Agreement

ARTICLE 3
GRIEVANCE PROCEDURE

Definition:

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 holidays 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.

F. Class grievance is a formal grievance by two or more employees each in a separate building.

Procedures:

A. Grievances shall be processed promptly and expeditiously

B. Grievances shall be adjudicated according to the terms of this Agreement, time notwithstanding.

C. Formal grievances shall be filed in writing.

D. Communications and decisions concerning formal grievance shall be in writing.

E. The grievant shall be permitted representatives, limited to two (2) persons, and witnesses at all levels of the formal procedure.

F. Failure by a grievant to process a grievance within the specified time limits shall render the grievance as settled in favor of the board.

G. If the Employer fails to issue a decision within the specified time limits, it shall cause the grievance to move to the next level of the grievance process.

H. Class action grievances shall be filed at Level II within ten (10) days of the occurrence.

I. Grievances shall be filed at the level where the infraction occurred.

J. All Terminations will immediately be filed with the Superintendent of Schools.

K. A representative of the Union must be present at ALL grievance hearings.

L. **Processing:**

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. A hearing 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 I, 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.

C. Level III — **School Committee**

If the aggrieved person is not satisfied with the disposition of his or 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 Relations (DLR)/ Labor Relations Connection.**

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 Association/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. 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
CIVIL SERVICE

The Employer and the Union shall recognize and adhere to all Civil Service and State Labor Laws, Rules and Regulations relative to seniority, promotions, transfers, discharges, removals and suspensions.

The Union further reserves the right to represent employees under any such established procedure. Any employee not covered by any statute relative to the above matters shall have recourse to the grievance procedure contained herein.

ARTICLE 5
SENIORITY

The principle of seniority shall govern and control all cases of transfer as well as preference of vacation period. 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. No permanent custodian shall be disciplined or discharged without just cause.

ARTICLE 6
HOURS OF WORK

The regular hours of work each day shall be consecutive, except for interruptions for lunch periods. References to consecutive hours for the balance of this Article shall be constructed to exclude lunch periods.

The work week shall consist of five (5) consecutive eight (8) hour days, Monday through Friday, inclusive.

Lunch periods are on file at the Office of the Director of Administrative and Environmental Services. In all schools with a lunch program, custodians may be assigned a lunch period either a half-hour before or a half-hour after the student lunch periods.

EXTENDED DAY SCHOOLS

The following is in regards to extended day schools and any other school management deems necessary:

- Senior Custodian will receive 1 hour overtime each school day
- First shift junior Custodian, if deemed necessary, shall have the option to adjust their shift by one (1) hour (earlier or later as deemed by management). If they choose this option, they shall be paid a shift differential of $1.75 per hour for their entire (initial) 40 hour week ($70.00). They will be eligible for this shift differential for the school year while school is in session. (September to June) This stipend will be paid in no less than two week increments (full pay periods) except those weeks when school is not in session.
- The Junior Custodian may opt to keep his/her current hours but will still be required to complete his/her daily assignments within the time period. If the Custodian cannot complete his/her daily assignment within the time period but does not want to alter his/her hours, then the Custodian must bid out to another available position.

CUSTODIANS' SCHEDULE OF WORK HOURS

Any custodian appointed after July 1, 1998, will be required, if necessary, to work a second shift.

Buildings with One (1) Custodian

From the first workday after Labor Day to the first Monday following the closing of school for the summer vacation, the hours will be as follows:

6:30 a.m. to 3:30 p.m.

(One-hour lunch period except if required to work on Lunch Program; lunch is a half-hour.)

From the first Monday following the close of school for the summer vacation to and including the Friday before Labor Day, the hours will be as follows:

7:00 a.m. to 12:00 Noon and 12:30 p.m. to 3:30 p.m.

Administration Building

7:30 a.m. to 11:30 a.m. and 12:30 p.m. to 4:30 p.m. for the entire year

High School and Middle Schools

From the first day after the start of the school year to the first Monday following the close of school for the summer vacation, exclusive of the heating season, the hours will be as follows:

7:00 a.m. to 4:00 p.m. with one (1) hour for lunch.

During Heating Season

The hours of the custodian at each school in charge of boilers will be as follows:

6:30 a.m. to 3:30 p.m. — Lunch period same as above

From the first Monday following the close of school for the summer vacation, to and including the Friday before the start of the school year, the hours will be as follows:

7:00 a.m. to 12:00 Noon and 12:30 p.m. to 3:30 p.m.

Buildings with Two (2) Custodians

From the first Monday before the start of the school year until the Monday following the close of school for the summer vacation, exclusive of the heating season, the hours will be as follows:

7:00 a.m. to 4:00 p.m. with one (1) hour for lunch.

During Heating Season

Beginning the third Monday in October, to and including the second Friday in April, the hours will be as follows:

One (1) Custodian and 6:30 a.m. to 3:30 p.m.
One (1) Custodian and 7:00 a.m. to 4:00 p.m.

Lunch period same as above.

From the first Monday following the close of school for the summer vacation, to and including the Friday before the start of the school year, the hours will be as follows:

7:00 a.m. to 12:00 Noon and 12:30 p.m. to 3:30 p.m.

Multi-Man Buildings

All custodians in multi-man buildings with a second shift will be responsible to open a building for use of the facilities, assist in setting up, be available for emergencies, and secure the building after use. The custodians will not be required to be at the event site during the entire event and will resume assigned cleaning duties.

Single Man Buildings Only

If an Outside agency uses the school facilities for after school hours, the custodian assigned to that single unit school shall have the option to work the overtime. If they decline the overtime,

then it shall be offered based on the district wide overtime list.

Unassigned Custodians Working off of the Spare List

The working hours for these unassigned custodians will be as follows:

7:00 a.m. to 12:00 Noon and 12:30 p.m. to 3:30 p.m. for the entire year

Unassigned Custodians Replacing Custodians in School Buildings

Shall work the schedule of the man they are replacing.

Note: When a contractor is working in a school building in the summer, one custodian shall work from 8:00 a.m. to 12:00 noon and 12:30 p.m. to 4:30 p.m.

Hours of Work

First Shift shall be 7:00 am to 4:00 pm with one (1) hour for lunch during the school year and 7:00 am to 3:30 pm with one-half hour (1/2) for lunch during the summer.

Second Shift shall be 2:00 pm to 10:30 pm with one-half (1/2) hour for lunch.

Optional Summer Hours for second shift shall be 10:00 am to 6:30 pm with one-half (1/2) hour for lunch during the summer with the approval of their Supervisor.

Shifts:

The Employer shall have the right at any time and from the time to time to install, in any building or buildings it deems advisable, Second Shifts from 2:00 p.m. to 10:30 p.m. and/or Third Shifts from 11:30 p.m. to 8:00 a.m.

The Second Shift differential shall be $68.00 per week and the Third Shift differential shall be $138.50 per week.

Breaks:

A rest period of fifteen (15) minutes shall be given to each employee during each half of their tour of duty (4 hour shift). The rest period shall be taken as close to the middle of the shift as possible.

ARTICLE 7
OVERTIME

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 shall be paid at the rate of two (2) times the regular rate of pay.

Any employee called back to work on the same 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 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 personnel in each area who ordinarily perform such related work in the normal course of their workweek. When in the 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 except when management has determined that the work must be completed on an overtime basis. Volunteers will be solicited, and if there are no volunteers, employees shall be ordered to work in the order of inverse seniority. 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.

If there is overtime or additional hours available in the Nutrition Unit, it shall first be offered to other Nutrition employees at the site, and if not accepted, it will be offered to other Nutrition employees across the Nutrition Department. If it is not accepted, it will then be offered to the custodians at the site first, and if not accepted, it will be offered to other custodians using the departmental overtime process. If not accepted at that point, the work may be done through an outside contracted service.

For Outside Events – Full Time employees will have preference for Overtime prior to offering any hours to Part Time employees for Outside Events.

Custodians are not required to be present in school buildings when the principal, acting principal, vice-principal, or the principal's designee are performing school related tasks in the school or conducting a private conference. The principal or principal's designee may also identify other school staff to work with them without requiring the custodian to be present. The principal or designee leading this activity is responsible for making sure that the area or areas used are cleaned and the building is secure when she/he leaves. If such activity results in a situation in which the custodian cannot complete his/her work during his/her regular work day, the principal or Director of Administrative and Environmental Services will assign that custodian the amount of overtime needed to complete that work.

For Weekend Shifts – Full Time employees will have preference for Overtime prior to offering any

hours to Part Time employees for Weekend overtime.

A custodian must be present for all organized events, which include parents, students, non-school staff, or community organization members and for building use that takes place after the close of school in the day immediately preceding a weekend and during weekends when school is not in session. This does not prohibit principals from working in school buildings by themselves without a custodian present.

For Inclement Weather Events – Full Time employees will have preference for Overtime prior to offering any hours to Part Time employees for overtime resulting from weather events.

ARTICLE 8
SUMMER PROGRAMS AND SCHOOL LUNCH PROGRAMS

Arrangements will be made for extra compensation for custodians when schools are used for noon meals under new programs.

Summer Program:

One (1) hour per day for regular sessions.

The Director of Administrative and Environmental Services shall, within reasonable time after he/she has knowledge, notify the custodian in charge of any building which is to be occupied beyond the regular custodial work day. The custodian shall be present whenever the building is occupied except as follows:

No custodian assigned to the Administration Building and South Administration Building Annex shall be held responsible for these buildings after their normal working hours if the building is being used by Central Administrative Staff if he/she is requested not be present during such use.

Use of fields by any organized team shall not require the presence of a custodian. In the event the area being used is not cleaned to the satisfaction of the Director of Administrative and Environmental Services or his/her designee, the appropriate fee will be assessed and paid by the organization using said field.

When needed, custodians will unload school supplies and instructional materials and place them in their appropriate areas in the building. Because of liability concerns, custodians are not required to move the personal property of faculty members. When needed, custodians are expected to help unload and put away up to six items of reasonable size. When a large number of items or items too large to be handled by building custodial staff are delivered, spare custodians will be assigned to assist with the unloading and placement of school supplies and instructional materials.

During the regular school year, the custodian in one-man buildings and the custodian responsible for cafeteria or lunch duty in multi-custodian building will receive one-half (1/2) hour overtime pay per day when lunches are served. On those days, the custodian's lunch period will be reduced by one-half (1/2) hour. It shall be the responsibility of the custodian to maintain the eating and food preparation area in an acceptable clean condition and to move furniture, as necessary, to facilitate the food program and other uses of the area.

ARTICLE 9
FLAG DUTY

Flag Duty: three (3) hours at regular hourly salary will be paid.

Flag(s) to be raised at 8:00 a.m. and to be lowered at sundown on the following days:

Washington's Birthday	Independence Day
Patriots' Day	Columbus Day
Labor Day	Veterans Day
Memorial Day	Martin Luther King Day

Flag duty will be restricted to the schools without lighted flags.

ARTICLE 10
UNION REPRESENTATIVES/ MEETINGS

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

Representatives desiring to attend meetings of State and National bodies without loss of pay will request such leave in accordance with the current policy of the Fall River School Committee.

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 at any time for individual discussion of working conditions with employees provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to the employees or with the proper educational operation of the schools. Prior to the Staff Representative exercising this provision he/she shall give advance notice of one business day to the Director of Administrative and Environmental Services unless there are extenuating circumstances which make this notice impossible.

In accordance with the provisions of Section 12 of Chapter 150E of the General Laws of 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.

In buildings that are staffed with a minimum of two (2) second shift custodians, one of them may be granted release time with pay to attend the monthly union membership meeting. In the event that another union member is on the executive Board in the same building he/she may also be released for the purpose of the meeting. A time limit of one hour is expected. If released, the custodian(s) must complete his/her night's duties prior to the completion of his/her shift. The release time must be requested in advance and approved by the Director of Administrative and Environmental Services.

The Union President may have up to eight (8) hours per month of time allowed to conduct union business on behalf of members. That time may be split between days with management approval.

Management will share and provide information related to membership and positions, including new hires, transfers, promotions or exiting members. 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 11
HOLIDAYS

The following days shall be considered to be paid holidays:

New Year's — January 1st
Martin Luther King Day
Presidents Day
Good Friday
Patriots' Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
*Friday after Thanksgiving
*Day before Christmas
Christmas Day December 25th
*Day after Christmas
*Day before New Year' s

*A. These days granted only if there is no session of school.
*B. Holidays only when it falls on a regular workday, Monday through Friday.

In the event that a paid holiday falls on a Saturday, all full-time employees scheduled to work from Monday through Friday shall receive a floating vacation day to be used at any time during the calendar year. In the event that the employee requests and is denied the use of his/her floating vacation day due to operational needs, the employee shall have the option of being paid for the day at the end of the year or carrying over for use in the next year.

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 with pay.

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 of work, 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 12
SICK LEAVE

A. Employees will be granted:

Employees hired after August 26, 2013 shall be entitled to 12 sick days per year. All employees hired prior to August 26, 2013 shall accrue 15 sick days per year.

An employee who leaves work during the workday will have that portion of the day during which he/she does not work deducted from his/her sick leave eligibility. Employees can take leave in two hour increments.

At the beginning of each school year each employee, under this Agreement, shall receive a written statement indicating the amount of sick leave accumulated to that employee.

Sick Leave Bank:

1. The Sick Leave Bank is for use by eligible members of the Custodial & maintenance personal covered by this Agreement who have exhausted their own accumulated sick leave and who have a serious illness.

2. Effective July 1, 2021 every employee who is hired shall be enrolled in the sick leave bank and have their sick leave accumulation reduced by one (1) day. Each unit member shall have their sick leave accumulation reduced by one (1) day, only if the sick bank is depleted and those days shall then be deposited in the bank. In the event the Sick Leave Bank 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 in the bank to be used as provided in paragraph (1) above. The parties agree that the number of days contained in the Sick Leave Bank shall be maintained at a minimum level of 350days. The employees will ensure that there are always a sufficient number of days contained in the Sick Leave Bank.

3. The initial grant of sick leave by the Sick Leave Bank Committee to an eligible employee shall not exceed thirty (30) days. Upon completion of the thirty (30) day period, the period of entitlement may be extended by the Sick Leave Bank Committee upon demonstration of need by the applicant. A maximum award of fifty (50) days in any one-year period (September 1st through August 31s[t]) is in effect.

4. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of five (5) members; three (3) members shall be designated by AFSCME to serve at its discretion, and two (2) members shall be designated by the School Committee to serve at its discretion. The Sick Leave Bank Committee shall determine the eligibility for use of the bank and the amount of sick leave to be granted. The following criteria shall be used by the committee in administering the bank and determining eligibility and amount of leave:

   a. adequate medical evidence of serious illness, and
   b. prior utilization of all eligible sick leave.

5 All requests by custodial/maintenance personnel seeking an award of sick leave days from the Sick Leave Bank must be in writing and accompanied by a detailed statement from the treating physician on the nature of the illness and a probable return date. The Sick Leave Bank Committee will then review the request and approve it or deny it based on its merit. The decision of the Sick Leave Bank Committee will be final and binding, not subject to any further appeal by the applicant.

6. Days from the Sick Leave Bank are not available for illness or disability due to drug addiction or alcoholism, except during confinement in a hospital, or other institution specializing in such disabilities.

7. The personnel are required to reimburse to the Sick Leave Bank fifty (50) percent of the allotted days. The amount and the period for reimbursement may be adjusted by the Sick Leave Bank Committee; employees shall pay back up to nine days per year within a three (3) year period beginning in the closest September following the use of the Sick Leave Bank.

8. Any days unexpended from the Sick Leave Bank will be carried over to the following year.

B. In the event of a death in the immediate family, employees 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. The term immediate family shall include father, step-father, mother, step-mother, brother, step-brother, sister, step-sister, husband, wife, child, step-child, grandchildren, grandparents, or immediate in-laws, or a member of the immediate household.

C. 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 emergencies, 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 days to the credit of the employees. Personal days will be accumulative at the rate of one (1) day per year.

D. The Superintendent 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 Superintendent 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.

E. The Superintendent shall have the power to excuse an employee for one (1) day's absence to attend the funeral of a relative, not herein covered, without loss of pay but such absence shall be deducted from the number of days to the credit of the employee.

F. 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.

G. 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 no 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.

H. The sick leave plan shall be considered as having been activated as of September 1, 1948, with employees who fall into the above-listed experience categories with respect to years of service in the Fall River Public Schools being henceforth entitled to the annual number of days specified.

I. On the effective date of the adoption of the amended plan (September 1, 1965), no employee shall lose credit for previously accumulated sick leave allowance.

J. 1. The Committee and Association 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 or his use of personal sick leave to legitimate purposes as identified in this contract. It is also agreed that 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.

2. An employee absent for any period exceeding five (5) consecutive days because of personal illness shall file with the Superintendent of Schools a statement from a competent physician certifying his or her good health and physical ability to resume his or her duties.

3. The Superintendent or Superintendent's designee may require an employee who is on sick leave for five (5) or more consecutive days to provide a written statement from a qualified physician that documents that the employee was not able to work.

4. 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 that 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. If an employee receives notification of this requirement, they may request a meeting with HR to discuss receiving the letter, the reason(s) for any absences, and whether or not the requirement will remain in effect. The employee will be notified of HR's decision and if applicable, the reason for the requirement to remain in effect. If it does remain in effect, the time period is one (1) year, individually based on a rolling calendar, when the employee receives notification and is required to provide written statements. No later than the end of one (1) year, the employee may request a meeting with HR to determine if the requirement will remain if effect. The employee will be notified of HR's decision and if

applicable, the reason for the requirement to remain in effect.

5. The above language is not intended to be in conflict with the Family Medical Leave Act.

K. The School Committee reserves the right to have an independent physician examine any employee, at City expense, claiming sick leave who, in its opinion, may not be entitled to the same and/or who may be incapacitated to perform some official duties. The opinion of the independent physician shall be final.

L. 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 such compensation, will result in the payment to him/her 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 ratio that the School Department bears to the employee's total weekly salary during this period. The mechanics of payment to the employee will be to compensate directly from sick leave, as available, and to apply the Workmen's Compensation award toward refunding of the employee's sick leave account.

The School Committee agrees to a re-opener clause on the language of Paragraph L above if the law changes during this contract period.

M. 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, 2005, 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 employ of the City, the above allowance shall be converted into the form of a cash payment to the estate of the employee.

N. Protection of all Buildings Department Personnel

All Buildings Division personnel will immediately report, in writing, all cases of assault suffered by them in accordance with their employment to the Principal and the Director of Administrative and Environmental Services.

This report will be forwarded to the Committee which will comply with any reasonable request from the building personnel for information in its possession relating to the incident or the persons involved and will act in appropriate ways as liaison between the building personnel, the police, and the courts.

In criminal or civil proceedings brought against building personnel alleging that he/she committed an assault in connection with his/her employment, the committee will, upon request of the Buildings Personnel, furnish legal counsel to defend him/her in such proceedings.

Attendance to members of the family within the household of the employee, who illness requires the care of such employee, provided that not more than seven (7) working days with pay shall be granted to such employees for this purpose in any one (1) calendar year.

O. If any program is instituted to give any other recognized bargaining unit free inoculations, the program will be made available to custodians.

P. Perfect attendance bonus: If the employee utilizes the following days, he/she will be entitled to the below amount:

$350.00 per year for 0 sick days utilized.
$250.00 per year for 1 sick day utilized.
$125.00 per year for 2 or 3 sick days utilized.

ARTICLE 13
VACATIONS

The vacation year shall be the period 1 January to 31 December inclusive. Each employee shall be credited as of 1 January with vacation leave with pay as follows:

A. One (1) day paid vacation for each month worked in the previous calendar year up to a maximum of ten (10) days.
B. Two (2) weeks paid vacation after completing one (1) full year of employment with the City of Fall River.
C. Three (3) weeks paid vacation after completing four (4) years of employment with the City of Fall River.
D. Four (4) weeks paid vacation after completing ten (10) years of employment with the City of Fall River.
E. Five (5) weeks paid vacation after completing fifteen (15) years of employment with the City of Fall River.
F. 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.

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

If because of illness the employee cannot take the vacation time as scheduled between 1 January and 31 December of any given year, the employee's vacation time shall be accumulated and taken in the following year together with the vacation scheduled for that employee in said following year.

Vacation days awarded on a first-come, first-serve basis with the understanding that employees shall be permitted to carryover all refused days. All vacation days must be selected by October 31 of the year in which they are taken.

Employees who accrue vacation in excess of five weeks per year shall be entitled to use this time in increments of one day. The day has to be requested in advance and shall be approved based on staffing requirements and the number of employees on vacation.

Custodians may utilize one week of their vacation as single days with the approval of management. Notice of 24 hours is required for single day requests. Notice of one week is required for (multiple) consecutive day requests.

Vacation and Personal Days:

Normally, custodial staff is expected to take full vacation weeks. Half vacation days (4 hour increments) will only be available for single vacation days which may exist as left over vacation days from vacation weeks which might have included a holiday. Personal days can be taken in half day increments provided the request is within twenty four (24) hours.

1. It is agreed that School Department may set a limit of thirty-five (35) custodial staff to be permitted to utilize vacation time during said dates with seniority being the sole determination.

2. Custodial staff assigned to the second shift in Schools where there are not programs shall have the option to voluntarily work on the day shift during school year recess weeks and July, August summer recess. The Superintendent shall have the right to require second shift custodians to work days on emergency snow or severe weather occurrences with the understanding they will continue to receive their night differential pay during that time period.

3. In schools where there are ongoing programs, fifty percent (50%) of the second shift custodial staff shall have the same option as state above with the understanding that they shall alternate every two weeks during said period.

4. Employees with three (3) weeks or more of vacation may use up to two (2) weeks of vacation in summer. Additional summer leave will be at the discretion of the Supervisor, and not grievable. There are black-out dates for the last full week prior to start of the school year.

5. Summer vacation shall be limited to 50% of custodial staff at each building, except Durfee High School which shall be limited to 25% of custodial staff.

6. There will be no vacation scheduled for the last full week before the start of school.

ARTICLE 14
JURY PAY

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

ARTICLE 15
CLOTHING & EQUIPMENT

Effective July 1, 2023 the clothing allowance shall be $750.00 per year.
Custodians will wear a T-Shirt or Polo style shirt in the following colors: Navy, grey, black, purple, pink or seafoam green. The Custodians will wear Polo style shirts and pants for 180 days (school year) and the remainder of the days, or when school is not in session (days with no students, vacations) they shall be allowed to wear T-shirts and appropriate shorts (no gym shorts). The district will supply logos indicating Fall River Public Schools at no charge to the employee. Sweatshirts or clothing worn over the shirt will follow the

same color patterns. Employees will also wear a school department issued ID identifying them as a school department employee.

During the school year custodians will wear pants. Appropriate shorts (no gym shorts) are not acceptable unless notified by the Chief Operating Officer or his/her designee that due to notification that the temperature will be in excess of ninety (90) degrees and that the wearing of appropriate shorts has been authorized for a specific amount of time/days. If the Chief Operating Officer or his/her designee does not send any notification, Custodians are expected to be wearing pants and in uniform.

Custodians are expected to wear proper gear for weather conditions (rain gear, poncho, winter coat, gloves, etc.) so that they can perform their duties during their shift.

Custodians who are determined to be out of uniform will be subject to progressive discipline, up to and including suspension and/or termination for repeat offenses.

The employer agrees to provide all materials, equipment, tools and license fees required to perform the duties assigned to the employees covered by this agreement.

Upon ratification of the contract by all parties, all employees in the bargaining unit shall receive a one-time allowance of $100.00 for the purchase/reimbursement of foul weather gear.

The Department will no longer be responsible for providing foul weather gear.

Spare custodians are not to be asked to use their own cars between jobs or carry tools in them.

ARTICLE 16
JOB POSTING AND BIDDING

Announcements of vacancies are to be posted seventy-two (72) hours after they become known. All positions will be shared in accordance with the above via email and the district's electronic communications system on a bulletin board in a conspicuous place in the building occupied by the Chief Operating Officer ~~Director of Administrative and Environmental Services.~~ The notice of vacancy shall remain posted for fifteen (15) days, and position shall be filled at the expiration of the posting. Employees interested will make their interest known in writing to the Chief Operating Officer or designee.

All promotional vacancies will be filled based upon the match between the candidate's qualifications and past work performance with the position's requirements. When these factors are equal, seniority will prevail. 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. This section does not apply to lateral transfers.

All employees temporarily filling a position with a higher rate of pay shall receive the higher rate starting on the 1st day of work in that position, unless management assigns a senior custodian to fill that position.

Once an employee successfully applies and is appointed to a school or position, said employee shall be locked into that school or position and cannot apply out for one (1) year from the date of his/her appointment by the Superintendent, except in cases of a promotional opportunity.

When a member is absent from an assigned or appointed position, whether through a workman's compensation injury or by utilizing sick leave for twelve (12) weeks, that position may be forfeited. Management will consult with the school administrator at that site and determine if they will be re-posting the position. The employee that was formally assigned shall have forfeited the position and will be reassigned when he/she returns to work.

Any new employee who has successfully completed their probationary period shall be allowed to apply for any posted position.

There shall be created up to two (2) Spare Custodian bid positions.

The Parties agree to the creation of five (5) full time float positions assigned to first shift at their current work location(s).

ARTICLE 17
MISCELLANEOUS

1. Bulletin Board — A bulletin board for the publishing of notices of a routine nature will be maintained in a conspicuous place in the building occupied by the Director of Administrative and Environmental Services.

2. All reasonable benefits, privileges, or working conditions 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 of 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.

3. Consultation Procedure — The School Committee agrees that once during the months of October, December, February and April, prior to the fifteenth of each said month, it will meet with representatives of the Union in special session for the purpose of discussing such

matters as the Union determines upon written request from the Union.

The union agrees that one or before the first of each of the above enumerated months, it will provide the School Committee with a written list of the topics it wishes to discuss with the School Committee.
There will be not more than five (5) members appointed by the Union per meeting. These meetings may be called by the Union or School Committee. The moving party to submit an agenda in accordance with the language stated above.

4. Full Bargaining Provision — 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.

5. Separability and Savings — If any provisions of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction including but not limited to the Division of Civil Service, or if compliance with or enforcement of any provision should be retained by such tribunal pending a final determination as to its validity, such provisions shall be inoperative but all other provisions shall be not affected thereby and shall continue in full force and effect.

6 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, without limitation, 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 this Agreement.

7. The School Department will provide transportation to spare custodians if they are reassigned after having arrived at their original assigned area of work. The School Committee, at its option, may provide said employees compensation for mileage at the current allowable rate for mileage as determined by the IRS (rate per mile).

8. In a building manned by two (2) or more custodians, if one (1) custodian is absent from work while school is in session, the custodian or custodians remaining on the job may be offered the opportunity to work overtime at the time-and-one-half. If overtime is deemed necessary by the Director of Operations, overtime shall be available for 1, 2, or 3 hours dependent on the area, building and amount of work required to be completed.

9. The department shall retain the position of Motor Equipment Operator (MEO), and there shall be two employees with MEO designation, assigned to the day shift.

10. Annually, a total of eight (8) days will be available so that members of the custodial staff might be allowed to attend bona fide seminars connected with custodial duties. The School Committee, upon the recommendation of the Director of Administrative and Environmental Services and the Superintendent, will determine the number and the individuals who would be allowed to attend. This 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.

11. The Fall River School Committee retains the right to employ independent contractors. No employee within the bargaining unit shall be laid off as a result of the exercise of such right.

12. In the event the School Committee entertains an early retirement incentive program, the parties to this Agreement agree to meet and discuss same.

13. All unit employees shall use direct deposit.

16. Supervision of Children:

No custodian is to be asked to supervise children at any time. If a custodian during the course of his/her duties observes an infraction of the rules, an action detrimental to the building or the public welfare, he/she is to act reasonably to remedy the situation and, as soon as is reasonable thereafter, to report the incident to the person then in charge of the building or the activity.

17. The City of Fall River and the Union have 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.

18. This Agreement shall become effective for one year from July 1, 2021 and shall continue in effect to and including midnight June 30, 2024.

19. Drug Testing:

All custodians shall be subject to drug testing based on reasonable suspicion. The Parties agree to continue to negotiate the provisions of the drug testing policy.

20. 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.

ARTICLE 18
PERFORMANCE EVALUATIONS

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.

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 in coordination with the Chief Operating Officer or his/her designee and in cooperation with the senior custodian. If requested, they may discuss the evaluation with the Chief Operating Officer. All evaluations will be signed by both the employee and the individual conducting the evaluation.

~~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 Custodial Services and the employee. An employee shall have the right to file a written statement in response to any such evaluation within thirty (30) days of receiving 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.

ARTICLE 19

PART – TIME EMPLOYEES

The school Department may employ up to twenty (20) part – time employees (PTE's) at the **same hourly rate as a step 1 junior custodian")** That rate is the same "all-day" (with no shift differential). These employees will be scheduled for less than 20 hours per week, but may work more than 20 hours on occasion, with no change in their hourly rate of pay for hours beyond 20 hours/week.

- Part time employees will only be assigned to one area per day.
- Part time employees will be available to work year round if needed.
- Part time employees may select shifts based on seniority (day vs. evening).
- Part time employees will receive a regular shift pay for two paid holidays – those HOLIDAYS limited to Christmas and Thanksgiving.
- For those schools receiving a part time employee to clean the cafeteria area, cafeteria area assignments will be re-aligned by the director of the department. The director of the department shall consult with the senior custodian prior to any such realignment. For cafeteria areas assigned to a part time employee, if that part time employee is absent, the full time employee may be assigned to cover cafeteria areas, but will not be responsible for any other open areas during that shift.
- Part time employees not assigned to a building may be assigned to outside duties such as grass cutting or cleaning up school grounds.
- They shall serve a probationary period of ten (10) working months and shall be evaluated after five (5) working months of service and before ten (10) working months of service during their probationary period. They shall be required to re-apply for work yearly.
- They shall not be entitled to work overtime.
- They shall not have a permanent assignment.
- They shall be entitled to Paid Time Off which shall be accrued at the rate of five (5) hours per month for a total of fifty (50) hours per work year. They may utilize this PTO time for holidays, sick or personal time. Any time not used by the end of the school year shall be cashed out. They cannot carryover any PTO time from one school year to the next.
- Part – Time custodians will be utilized to cover for employees out using sick leave and/or workman's compensation or will be utilized on special projects that may otherwise not be completed.

ARTICLE 20
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.

ARTICLE 21
LABOR MANAGEMENT COMMITTEE

1. In order to provide a means for continuing communications between the parties and for promoting a climate of constructive employee relations, a Labor-Management Committee shall be established which shall consist of no more than three (3) representatives designated by the Employer and no more than three (3) representatives designated by the Union. Either side may invite additional members to attend meetings based upon the topic of the meeting.
2. The Committee shall meet within thirty (30) calendar days upon ratification of this agreement by both parties and as needed thereafter. The topics discussed shall relate to general application of this Agreement and to other matters of mutual concern, including improvement of employer/employee relations, health

and safety, improvement of productivity, departmental training, trade and other allowances and clothing requirements.

3. The Committee shall report their findings to the Superintendent of the Superintendent's designee and to the Union.

ARTICLE 22
MEMBERSHIP DUES/AGENCY FEE INFORMATION

The Employer shall be required to provide the Union with the following information:

1. The Union and/or the employee shall furnish a signed copy of the Union dues/agency fees deduction for the purposes of conducting business between the Union and the Fall River School Committee. The Union and the Fall River School Committee agree that employee information will not be released to any third party outside of the business relationship existing between the Union and the Fall River School Committee, unless directed in writing, by the employee.

2. Concurrent with the issuance of weekly/ bi-weekly wages to workers in the bargaining units represented by the Union, the Employer will electronically forward a data file to the Union for all employees for whom dues or agency fees have been deducted. These deductions and roster-information will be transmitted to the AFSCME Council 93 business office no later than the 15th of every month – and such transmission shall be accomplished either by electronic mail or some other secure method as agreed to by the parties.

Whenever a new employee is hired, the City shall notify the Union and allow the Union to meet with the new employee within the first ten (10) days of employment either during new employee orientation or for a period of not less than thirty (30) minutes without loss of pay.

DURATION

This Agreement shall become effective July 1, 2021 and shall continue in effect to and including midnight June 30, 2024, as ratified on **February 17, 2023**.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals in the City of Fall River, Massachusetts, on this_____ day of _____.

FALL RIVER SCHOOL COMMITTEE

Mayor Paul Coogan, Chairperson

Paul Hart, Vice Chairperson

Kevin Aguiar

Bobby Bailey

Mimi Larrivee

Shelli Pereira

Sara Rodrigues

Bruce A. Assad, Legal Counsel

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

Michael J. Coogan, Southeast Area Coordinator

Sandra St. Martin, President

AFSCME LOCAL 1118

AFSCME LOCAL 1118

AFSCME LOCAL 1118

Appendix A

WEEKLY SALARY SCHEDULE & STIPENDS

CUSTODIAL PAY SCALE: Effective July 1, 2021

Junior Custodian		Senior Custodian	Head Custodian
Step 1	**785.27**	**909.93**	**1037.91**
Step 2	**822.31**		
Step 3	840.**82**		

CUSTODIAL PAY SCALE: Effective **July 1, 2022**

Junior Custodian		Senior Custodian	Head Custodian
Step 1	808.**83**	**937.22**	**1069.05**
Step 2	846.**98**		
Step 3	**866.04**		

CUSTODIAL PAY SCALE: Effective **July 1, 2023**

Junior Custodian		Senior Custodian	Head Custodian
Step 1	833.**09**	**1005.34**	**1101.12**
Step 2	872.39		
Step 3	892.02		

Senior Custodian Stipend

Senior Custodians permanently assigned in a building with up to three (3) FTE custodians assigned to the building will receive $45.00 weekly.

Senior Custodians permanently assigned in a building with more than three (3) FTE custodians assigned to the building will receive $55.00 weekly.

Senior Custodians permanently assigned in a building with more than seven 7 FTE custodians assigned to the building will receive $70.00 weekly.

CELL PHONE

Senior Custodians shall be given a cell phone stipend of $10.00 per month to compensate for use of their personal cell phone for work related calls.

APPENDIX B LONGEVITY
(To be computed from the Anniversary date and paid on a weekly basis)

After 5 Years	$11.25
After 5 Years	$13.95
After 5 Years	$17.80
After 5 Years	$21.65

Appendix C

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.

Part A 1 Quality and Quantity of Work

Circle the appropriate rating, use the comments area for examples.

a. Demonstrates knowledge of job	**5**	**4**	**3**	**2**	**1**	**0**
b. Amount of work accomplished	**5**	**4**	**3**	**2**	**1**	**0**
c. Work is performed with accuracy	**5**	**4**	**3**	**2**	**1**	**0**
d. Work is neat and presentable	**5**	**4**	**3**	**2**	**1**	**0**
e. Work is thorough	**5**	**4**	**3**	**2**	**1**	**0**
f. Organizes work appropriately	**5**	**4**	**3**	**2**	**1**	**0**

Supervisor Comments:

Employee Comments:

Part A 2 Work Habits

a. Is regular in attendance at work	**5**	**4**	**3**	**2**	**1**	**0**
b. Observes established working hours	**5**	**4**	**3**	**2**	**1**	**0**
c. Completes work on time	**5**	**4**	**3**	**2**	**1**	**0**
d. Is able to work without immediate supervision	**5**	**4**	**3**	**2**	**1**	**0**
e. Complies with instructions, rules, and policies	**5**	**4**	**3**	**2**	**1**	**0**

Supervisor Comments:

Employee Comments:

Part A 3 Work Attitudes

a. Strives to improve work techniques	5	4	3	2	1	0
b. Open to new ideas and procedures	5	4	3	2	1	0
c. Accepts constructive feedback and suggestions	5	4	3	2	1	0
d. Accepts responsibility	5	4	3	2	1	0
e. Exercises good judgment	5	4	3	2	1	0
f. Adapts to emergency situations	5	4	3	2	1	0

Supervisor Comments:

Employee Comments:

Part A 4 Relationships with others

a. Works well with coworkers	5	4	3	2	1	0
b. Works well with the public when necessary	5	4	3	2	1	0
c. Cooperates with supervisors and staff	5	4	3	2	1	0
d. Follows established channels of communications	5	4	3	2	1	0
e. Exercises good judgment	5	4	3	2	1	0
f. Adapts to emergency situations	5	4	3	2	1	0

Supervisor Comments:

Employee Comments:

Part A 5 Supervisory Ability (where applicable)

a. Demonstrates leadership	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 coworkers	5	4	3	2	1	0
e. Maintains acceptable performance standards	5	4	3	2	1	0

Supervisor Comments:

Employee Comments:

Part B Comments of the Supervisor performing this evaluation:

Supervisor's Signature and Title

_____

Date: _____

Employee Comments:

Employee's Signature

_____ _____

Employee's Signature (Does not imply agreement or disagreement)

Date of Discussion with Supervisor: _____

Comments of the reviewer of this evaluation:

Signature: _____