AGREEMENT
BETWEEN
THE
FALL RIVER SCHOOL COMMITTEE

AND

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

AFL-CIO, COUNCIL 93, LOCAL 1118

CAFETERIA WORKERS
July 1, 2021 - June 30, 2024

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ARTICLE I

AGREEMENT

WHEREAS, the Fall River School Committee (hereinafter "the Committee" or "the Employer") and American Federation of State, County, and Municipal Employees, AFL-CIO, Council 93, Local 1118, Cafeteria Workers (hereinafter "the Union" and jointly referred to as "the Parties") have met for the purpose of negotiating a Successor Collective Bargaining Agreement to the 2017-2020 Agreement.

The Parties now agree to the following changes for the July 1, 2020, through June 30, 2021, Contract:

ARTICLE II

RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing wages, hours, and other conditions of employment for all permanent and temporary cafeteria workers employed by the City of Fall River School Committee working fifteen (15) hours or more per week.

ARTICLE III

DISCRIMINATION AND COERCION

The Employer will not discriminate against any employee because of her/his activity or membership in the Union. The Employer further agrees that there will be no discrimination against any member for her/his adherence to any provision of this Agreement or her/his refusal to comply with any order which would violate this Agreement.

The Union, its officers or members, shall not intimidate or coerce employees in exercising their legal right to join or refrain from joining an employee organization.

The Union further agrees that it will not conduct its business during working hours except business normally done in the operation of the Grievance Procedure and formal negotiations.

ARTICLE IV

GRIEVANCES

1. The purpose of the procedure set forth in this Article is to produce prompt equitable solutions to those problems which from time to time may arise and affect the conditions of employment of the employees covered by this Agreement. The Employer and the Union desire that such procedure shall always be as informal and confidential as possible.

2. Nothing contained in this Article shall be construed as limiting the right of any aggrieved employee from discussing her/his grievance informally under the grievance procedure and from having her/his grievance adjusted, without the intervention of the Union, providing any such adjustment is not inconsistent with the terms of this Agreement and provided that the Union has been given the opportunity to be present at such adjustment and to state its .views. Grievance discussions shall take place during duty hours after prior approval of the Superintendent or his/her designee.

3. A grievance is defined as a question, complaint, or dispute involving the meaning, application or interpretation of or compliance with the terms and provisions of this Agreement. Any matter which is not specifically covered by the provisions of this Agreement or which is reserved to the discretion of the Employer by the terms of this Agreement shall not be the subject of a grievance.

4. Grievances, except as are otherwise provided for herein, shall be processed in accordance with the following procedure:

GRIEVANCE PROCEDURE

A. Level One

A grievant shall file a formal grievance within ten (IO) days of and shall specify the clause of the Agreement, the nature of the grievance and the remedy with the Field Supervisor. A hearing shall be held promptly within 5 days of receipt of the formal grievance and he/she shall render a decision within five (5) days of the hearing.

B. Level Two

If at the end of the ten (10) working days next following the presentation of the grievance at Level One grievance shall not have been disposed of to the employee's satisfaction, the aggrieved employee or the Union may, within five (5) working days thereafter, submit her/his grievance in writing to the

(Superintendent or his/her designee) Employer. Within ten (I 0) working days after receipt of the written grievance, the Employer (Superintendent or his/her designee) shall meet with the aggrieved employee and a representative or representatives of the Union in an effort to settle the grievance. Within five (5) working days after the conclusion of said meeting Superintendent or his/her designee, shall advise the aggrieved employee and Union in writing of her/his decision concerning the grievance.

C. Level Three

If the Aggrieved person is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within ten (20) working days after said meeting with the (Superintendent or his/her designee), the grievance may be filed in writing with the School Committee's Sub Committee on Grievances.

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 Four

If the Aggrieved person is not satisfied with the disposition of the grievance at Level Three, the Union may, by giving written notice to the Employer within ten (10) working days after the date of the Employer's decision in Level Three or within twenty (20) working days after a decision has been rendered by the School Committee, present the grievance for arbitration. In such case, the following procedure will be followed:

1. The Employer and the Union shall forthwith submit the grievance to an Arbitrator, the State Board of Conciliation and Arbitration, or to Labor Relations Connection, for disposition in accordance with the applicable rules of said Arbitrator, State Board of Conciliation and Arbitration, Labor Relations Connection. If the parties cannot agree to a particular arbitration tribunal, the grievance shall be submitted to the American Arbitration Association.

2. The Arbitrator selected shall hold hearings promptly and, unless the time shall be extended by mutual agreement, shall issue his/her decision not later than thirty (30) days from the date of the close of the hearings; or if oral hearings have been waived, from the date of submission to him/her of the final statements, proofs, and briefs.

3. The Arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusion. The authority of the Arbitrator shall be limited to the terms and provisions of this Agreement and the question or questions which are submitted. The Arbitrator shall have only the power to interpret what the parties to this Agreement intended by the specific clause in the Agreement which is at issue. The Arbitrator shall have no authority to establish wages or other compensation, nor to alter, modify or change in any way the terms and provisions of this Agreement.

4. The decision of the Arbitrator shall be final and binding upon the Employer, the Union, and the aggrieved employee.

5. The fee and expenses of the Arbitrator and the expenses directly related to the arbitration hearing shall be shared equally by the Employer and the Union.

6. If at the end of the thirty (30) working days next following the occurrence of any grievance or the date of first knowledge of its occurrence by any employee affected by it the grievance shall not have been presented at Level Two of the procedure set forth above, the grievance shall be deemed to have been waived. Any grievance in course under such procedure shall also be deemed to have been waived if the action required to present it to the next level in the procedure shall not have been taken within the time specified in the procedure. If the Employer does not respond within the time limit set forth, the Union may process the Agreement to the next level.

7. If a grievance affects a group or class of employees, the aggrieved employee or the Union may submit such grievance in writing directly to the Superintendent and the processing of such grievance will begin at Level Two as set forth above.

8. The time limits herein above specified for the bringing and processing of a grievance may be extended by mutual agreement of the Union and the Employer.

9. No written communication, other document, or record relating to any grievance shall be filed in the personnel file of any employee involved in presenting such grievance.

10. Notwithstanding anything to the contrary, no dispute or controversy shall be a subject for arbitration unless it involves meaning, interpretation, or application of the express language of a specific provision of this Agreement. The Arbitrator shall have no power to alter, add to, subtract, or modify any provisions of this Agreement.

ARTICLE V

SENIORITY

The principle of seniority shall govern and control all cases of transfer as well as preference of vacation period. The parties agree that no employee shall be disciplined or discharged without just cause."

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.

ARTICLE VI

HOURS OF WORK

The basic workweek for all full-time employees shall consist of thirty-five (35) hours scheduled over five (5) consecutive seven (7) hour workdays, Monday through Friday. The regular hours of work each day shall be consecutive, except interruptions for lunch periods, and shall extend through seven (7) hours or until work and preparation for the next day are complete. The work week and the workday described in this paragraph shall not be deemed a guarantee by the Employer that any particular number of hours of work will be available nor in any way limit or restrict the right of the Employer to schedule additional hours of work or to schedule overtime work.

The basic workweek for all part-time employees shall be scheduled over five (5) consecutive workdays, Monday through Friday.

The workweek described in the paragraph shall not be deemed a guarantee by the employer that any particular number of hours of work will be available nor in any way limit or restrict the right of the Employer to schedule additional hours of work.

The starting and ending times of the daily work schedules shall be determined and fixed by the Employer, and such schedules may be changed from time to time by the

Employer to meet changing conditions of operations. All employees shall have a daily lunch period of not more than thirty (30) minutes without pay after serving lunch to the students.

Cook Managers will report 5 days prior to the start of the year, all other employees will be available to report 2 days before the start of school, and work until the last day of the school year.

ARTICLE VII

WAGES

The compensation of each employee shall be determined in accordance with and shall conform to the wage schedules and the effective dates thereof set forth in Appendix A, which is attached hereto and made a part hereof. The Employer shall determine, in accordance with the provisions of this Article and said wage schedules, the rate of compensation of each employee.

Each employee presently employed shall be placed at the proper step on the wage schedule for the position in which she/he is employed in accordance with the number of years of her/his continuous employment in such position by the Employer.

Any employee temporarily filling a position carrying a higher rate of pay shall receive the higher rate of pay for all time worked in that position.

Part Time Preparation Kitchen Employees

Part-time employees working in a Preparation (Production) Kitchen will receive a twenty-five cent ($0.25) per hour increase effective September 1, 2004. In the event of increases to hourly rate or the minimum wage, the $.25 differential margin for production site employees shall remain in effect. Effective July 1, 2021part time employees working in Cooking Kitchens will maintain their $.25 shift differential above the rate paid to those employees in "serving only" (satellite) kitchens.

Increase for Contract Period

FY 2022, Effective 7/1/2021

Increase all full-time employees, excluding cook manager, storekeeper, and utility worker titles on pay scale by $1.50/hour across the board.

Effective 7/1/2021 increase the cook manager rate of pay by $2.00/hour.

Effective 7/1/2021 establish a part-time utility worker position with a rate of pay of $19.63/hour.

ARTICLE VIII

OVERTIME AND CALL-BACK PAY

Any work performed at the request of the Employer in excess of seven (7) hours per day or thirty-five (35) hours per week shall be considered overtime and shall be paid at the rate of one and one-half (I 1/2) times the regular rate of pay. All work performed on Sunday shall be paid at the rate of two (2) times the regular rate of pay. Hours worked for the purpose of computing overtime shall include all hours the employee is in a pay status.

In the event an employee is called back to work on the same day after she/he has completed her assigned work and left her/his place of employment or in the event an employee is called in to work on one of her/his scheduled days off, she/he shall be provided with not less than one (1) hour of work or one (1) hour of pay at one and one-half (1/2) times her regular rate of pay.

The department will strive to assign and distribute or additional hours associated with catering or special events when necessary to the regular staff at the venues hosting any event when possible. Overtime for outside events outside the regular work day will be scheduled with a two hour minimum.

Cafeteria Overtime

Overtime or additional hours will be offered to other Nutrition unit members at the site first, and if there are no site employees at the site who accept the overtime, the overtime will be offered to the rest of the Nutrition Department.

Utility Worker Overtime

Overtime or additional hours will be offered to the Nutrition unit members at the site first, and if there are no employees at the site who accept the overtime, the overtime will be offered to the rest of the Nutrition department.

If there are no other Nutrition employees who accept the overtime, the overtime will then be offered to Custodial unit employees at the site. If there are no custodial employees at the site who accept the overtime, the overtime will be offered to the rest of the employees of the Custodial

department. If the overtime is not accepted by an employee of the Custodial department, the Department may bring in an outside contracted service to perform the work.

ARTICLE IX

MATERNITY LEAVE

Any full-time employee who leaves a cafeteria position in the employ of the School Committee for the purpose of giving birth to a child or of adopting a child, and who shall give reasonable notice to the Employer of her anticipated date of departure and who subsequent to such birth or adoption is still qualified to perform the duties of such position, shall

be entitled to be restored to her previous position or a similar position within eighteen (18) months of her departure date, or in the event of a miscarriage within six (6) months of her departure date, with the same status, pay and seniority as if she had not been absent.

If such similar employment is not available, the Employer shall offer the employee any other vacant position until such time as the Employer can offer her the job she previously held or one substantially similar to it.

The Employer may require that the employee produce medical certification that she is physically able to resume her work before returning to the job.

Any system of accruing seniority or accruing benefits, which seniority of benefits accrue while an employee is on leave for sickness, disability, or any other leaves, shall accrue to the employee who takes a maternity leave. In all such cases, when such employee returns, her seniority date will remain the same as it was prior to her maternity leave.

ARTICLE X

SICK LEAVE

The Committee and the Union agree that the Fall River School Department is committed to optimizing staff and student attendance and eliminating the inappropriate use of sick leave. Each employee has a responsibility for limiting her or his use 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.

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

Upon returning to work after five (5) or more consecutive absences, the Superintendent or Superintendent's designee may also require the employee to provide a written statement from a qualified physician that documents that the employee is able to return to work.

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 misuse, to provide a written statement from a qualified physician that documents that the employee was not able to work. This statement will be applicable to each instance of sick leave not each consecutive day. If an employee receives notification of this requirement they have the right to 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 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 the one (1) year, the employee may request a meeting with HR to determine if 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.

The Committee reserves the right to have an independent physician examine any employee, at School Department expense, who is claiming sick leave, who in the

Committee's opinion may not be entitled to that claimed sick leave and/or who may be able to perform work duties. The opinion of the independent physician shall be final.

Annual sick leave with full pay shall be allowed all full-time Cafeteria Workers at a rate of twelve (12) days per year, effective September, 2015. Unused sick leave may be accumulated from year-to-year without limit. It is now in effect that full-time Cafeteria Workers shall be credited with all days previously defined as being held "in reserve".

Full-time employment prior to the commencement date of this Agreement is to be computed in determining eligibility.

Workman's compensation benefits payable in connection with such illness or injury are deductible from such sick benefits.

Absence due to quarantine periods within the household of a cafeteria employee shall be paid for in full and shall not apply against the credit of sick leave, provided the cafeteria employee takes temporary residence in a place where there are no children attending school and provided she/he immediately notifies the Superintendent of Schools and the Board of Health of said change of residence, and that she/he remain under the observation of the Board of Health during the period of quarantine and is given at the end of the period a certificate by the Board of Health authorities permitting the employee to return to work.

By September 14th of each year employees will be provided with a summary of their accrued sick leave through the previous June 30th.

If an employee is absent from work for a period of 12 weeks, they may be assigned to another location.

Sick Leave Buy Back

As of July I, 2005 the lesser of fifty-five (55) days or the actual number of sick leave accumulated shall be paid upon death or retirement. Such payment shall be made only once for each employee.

Sick Leave Attendance Incentive Pay

As of July I, 2012 full-time Cafeteria Workers who have reached the following attendance criteria during a school year shall receive incentive payments as follows:

S350 for 0 sick days utilized for that school year.
$200 for 1 day used during that school year.
$125 for 2 or 3 days used during that school year.

Payments to be made within the thirty (30) days following the last day of employment in that school year. For the purposes of this section the "School year" is defined as July 1 through June 30"'.

The sick leave provisions within this contract will not conflict with the Family Medical Leave Act.

ARTICLE XI

LEAVES WITH PAY

Full-time employees will be granted leave as follows:

Jury Duty:

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, none of which is to be charged to annual leave or sick leave.

Personal Days:

During the term of this contract, a study group made up of administration and of the Union, will review policies related to the use and approval of personal days.

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 a leave, except in cases of emergencies. The applicant 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, except that before and after a holiday an employee may be required to document their need only to the office of the Superintendent. Such absence shall not be deducted from the number of sick leave days to the credit of an employee.

Personal days will accumulate at the rate of one (I) day per year.

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

Inclement Weather Days: Each year, there will be a maximum of three (3) paid days allotted for permanent Full Time employees to compensate for work days lost in the event of school cancellation for inclement weather. These days will not accumulate, and will expire if unused by the end of the school year.

Paid Time off for part time employees: Employees scheduled to work 15 hours or more per week shall be entitled to three (3) hours per month of paid time off (PTO), employees working more than 15 hours per week but less than 20 hours per week on a regular basis will receive four (4) hours per month of PTO each month. These PTO hours will accrue and may be used to compensate for use by the employee (personal use, sick time, or to compensate for shifts missed for school cancellations due to weather or holidays. Any

unused portions of these PTO hours will be paid out at year end, with no carryover, effective 11-11-2015.

Funeral Leave

Five (5) days for death in immediate family and one (1) day for relative's funeral. Immediate family consists of: husband or wife, mother or father, brother or sister, children or grandchildren, grandparents, mother, father, sister, brother-in-law, daughter-in-law and son-in-law or any member of the immediate household. There shall be no loss of credit from annual or cumulative leave or loss of salary.

ARTICLE XII

MANAGEMENT RIGHTS

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

ARTICLE XIII

CIVIL SERVICE LAW

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.

ARTICLE XIV

SCOPE OF AGREEMENT

1. Bulletin Board

A Bulletin Board for the publishing of notices or job postings of a routine nature will be maintained in a conspicuous place in the School Administration Building. A copy of all vacancies and promotional vacancies will also be sent to the Union President and the Nutritional Steward and an email of the same will also be sent to the work email of all bargaining unit employees.

2. All reasonable benefits

Privileges or working conditions existing prior to this Agreement 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 construed as setting general Practice when it relates solely to an individual.

3. No Discrimination

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

4. 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.

5. Consultation Procedure

The Employer agrees that once during the months of October, December, February, and April, prior to the fifteenth of each said months, it will meet with representatives of the Union in special session for the purposes of discussing such matters as the Union determines.

6. Full Bargained Provisions

The parties agree that they have fully bargained and agreed upon all terms and conditions of employment and that this Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.

7. 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 provisions should be restrained by such tribunal

pending a final determination as to its validity, such provisions shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

8. Work Continuity

The Union agrees that for the life of this Agreement there shall be no strike, slowdown, sick-out or other similar concerted action.

ARTICLE XV

HOLIDAYS

The following days shall be considered to be paid holidays for full-time employees:

New Year's Day
Martin Luther King Day
President's Day
Good Friday
Patriot's Day
Memorial Day
Juneteenth**
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
*Friday after Thanksgiving
*Day before Christmas
Christmas Day
*Day before New Year's Day

*These days granted only if there is no session of school.
** This Holiday will be included provided that it falls within the school year, scheduled or extended.

When a holiday falls during a scheduled school vacation, it shall be considered part of that vacation and not a holiday.

July 4th will be a paid holiday when employees eligible for holiday pay are scheduled to work a regular shift any part of that week.

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. All holidays shall be those in which the State decrees that all school buildings be closed.

To replace election days, one (1) holiday will be added to the first paycheck of each school year and one (1) holiday will be added to the last paycheck of each school year.

ARTICLE XVI

LONGEVITY

Full-time employees shall be compensated for longevity according to the schedule below. Longevity payment shall be computed from anniversary date.

After five (5) years of service:	$ 10.00 per week
After ten (10) years of service:	$ 12.50 per week
After fifteen (15) years of service:	$ 15.00 per week
After twenty (20) years of service:	$ 20.00 per week
After twenty-five (25) years of service:	$ 30.00 per week

ARTICLE XVII

UNION REPRESENTATIVES

A written list of union stewards and other representatives shall be furnished to the Employer immediately after their designation and the Union shall notify the Employer of any changes. The number of stewards and representatives shall be limited to no more than four (4) persons.

The representatives of the Union will be relieved from all regular duties without loss of pay, as necessary, in order to permit their participation in negotiation meetings between the negotiator and the Union scheduled during a working day. When it is necessary for representatives of the Union to schedule meetings during the working day in order to prepare for negotiations or to investigate a grievance, the various committees will, upon notice to the Superintendent of Schools by the Union representative, be released, as necessary, without loss of pay in order to permit participation in such meetings. Any cafeteria employee whose appearance at such investigations, meetings, or hearings as a witness is necessary will be accorded the same right. The Union agrees that these rights will not be abused. The Superintendent will make every effort to comply with all reasonable requests.

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.

ARTICLE XVIII

VACATIONS

Vacation pay shall be paid to all full-time employees covered hereunder as follows:

After two (2) years employment: Five (5) days
After five (5) years employment: Ten (10) days
After ten (10) years employment: Fifteen (15) days

Vacation time shall be taken after the close of the school year. Vacation time can be utilized in the following manner. Up to 5 days may be taken on serving days and the balance may be taken on non-serving days or at the end of the school year. The current practice for the Christmas, winter and spring school vacations will remain in effect. Additionally, full-time workers will be paid for the Christmas, winter, and spring school vacations.

ARTICLE XIX

GENERAL

1. The Employer will, upon request, provide the Union with any documents or other information which may be available for the Union to process grievances under this Agreement.

2. The Employer agrees to permit representatives of AFSCME, AFL-CIO, and/or Council 93 and/or Local 1118 to enter the premises at any reasonable time for individual discussion of working conditions with members of the bargaining unit provided that the representative notifies the Supervisor that he/she is in the building and that he/she conducts his/her business as promptly as possible.

3. Seniority: A seniority list for all part-time employees will be used for the purpose of filling a full-time vacancy where this is not in conflict with Civil Service regulations.

4. The parties agree to a Drug Testing program. The use of program will meet the "reasonable suspicion" threshold of suspicion by a properly trained individual. Employees testing positive will be referred to the Employee Assistance program (EAP) upon a first positive test, and a

second positive will be grounds for further disciplinary action up to and including dismissal. This program will follow the same protocol as other AFSCME bargaining agreements in effect

5. Clothing: Rubber gloves will be supplied to those employees who, during the course of their work, need them.

   All full time employees shall receive a Clothing Allowance as follows:

   $375.00 per year, effective July 1, 2013

   All part time employees shall receive a Cloting Allowance as follows:

   $100.00 per year, effective July 1, 2022

   Payment shall be made once per year during September of the applicable year to all eligible employees on the payroll during that month.

6. A shoe allowance in the amount of $75.00 for all bargaining unit employees.

   Payment shall be made once per year during September of the applicable year to all bargaining unit employees on the payroll during that month.

7. The Parties agree to the creation of six (6) Full Time and up to fifteen (15) Part Time positions in a Utility/Service Worker role. These positions will perform janitorial and other support services.

Uniform Requirements

WOMEN

Colored tops with white or black skirt/pants or white culotte-type (knee length) shorts; or full white uniform.

MEN

White knit shirt or shirt/jacket top with Dickie-type work pants.

BOTH

No jewelry except wedding ring, watch, small stud earrings, health ID bracelet. Everyone must wear safety shoes with a rubber sole; effective hair restraints: hairnet for women, cap for men.

Black pants are allowed as part of the uniform.

Employees may wear appropriate "Spirit Wear" articles from the schools where they are assigned.

THE FOLLOWING CLOTHING ITEMS ARE NOT ACCEPTABLE AND MAY NOT BE WORN:

Jeans, Muscle Shirts, Stirrup Pants, Spandex Clothing, inappropriate T-shirts or logos, Tank Tops, Sweat Pants, Shorts

6. No temporary, provisional, or intermittent employee shall be disciplined nor discharged, except for justifiable cause which shall specifically include but will not be limited to lack of funds or failure to appear on applicable Civil Service lists, after having successfully served a probation period of six (6) months of service. The parties agree that no permanent employee shall be disciplined or discharged without just cause.

7. Cost of printing and distributing this contract to Cafeteria Workers will be borne by the Employer.

8. In the event that any organization requests use of the kitchen facilities in any of the cafeterias, a cafeteria worker must be hired to oversee the use of these facilities.

9. The City of Fall River and the Union have entered into a separate agreement regarding health insurance. Employees will be obligated to pay 25% of the health insurance premiums; the Fall River School Department will continue to pay 75% of the premium.

10. Administration will make a good faith effort to provide 1 week's notice for school picnics and outings requiring modification to school lunch plans.

11. The union agrees to the acceptance of a "FOOD SERVICE HANDBOOK" which explains the guidelines and philosophy of the Food Service Department, and agrees that the department has met its obligation under G.L. 150E with respect to the handbook.

12. Elementary Lead Position: The parties agree to the creation of an "Elementary Lead" position. The position will be paid an additional $1.50/hour stipend for all hours worked. Elementary Leads in Grammar School- for schools of 600 students or more- they are allowed to be scheduled and work over 20 hours- acknowledge that the employee would then be benefits eligible.

13. Administrative position in the Nutrition Department: The parties have agreed to the job description for Office of Nutrition Assistant. The position will be paid at the rate of $14.37 per hour effective 7/1/2014.

14. The District will strive to have a minimum of two drivers in the vans when performing pickup and deliveries to assist with loading and unloading items.

15. Staff working shifts of 4 hours or longer will receive a break, in compliance with any regulations or laws.

16. **DIRECT DEPOSIT**: All unit employees shall use direct deposit.

17. When a vacancy is posted, the location of the vacancy shall be included in the posting along with the hours and rate of pay.

18. When an employee is hired, they shall be asked if they have a language preference (other than English) when receiving communication(s) from the administration. Employees who choose to indicate a preference shall receive correspondence in their preferred language.

19. At a minimum, all postings shall be done in English, Spanish, and Portuguese.

20. Driver's shall be issued cell phones for use during work.

ARTICLE XX

IN-SERVICE TRAINING

It has been the practice of the State Bureau of Nutrition, Department of Education, to sponsor in-service training programs of one week's duration at a site of their choosing prior to the beginning of school in the fall.

Permanent, full-time employees will receive in-service training as provided by the Nutrition Office. The right to determine who attends shall rest with the Coordinator of Food Services. Additional compensation will be made if it is an extended day.

Whenever an employee is promoted into a position which is Supervisory in nature (Leads/Managers) they shall be required to attend leadership training. These employees shall suffer no loss of pay or benefits to attend/participate in this training. If the training is to be conducted outside of normal business hours, these employees shall be compensated at either their regular rate of pay or time and one-half if applicable.

ARTICLE XXI

AGENCY FEE

The Employer, with regard to the cafeteria employees covered by this Agreement, shall require as a condition of employment during the life of this Agreement the payment on or after the thirtieth day following the beginning of such employment or the effective date of such Agreement, whichever is later, a service fee to the employee organization which, in accordance with the provisions of the General Laws, Chapter 150E, is designated by the Labor Relations Commission as the exclusive bargaining agent for the unit in which such employee is employed; provided, however, that such service fee shall not be imposed unless the collective bargaining agreement requiring its payment as a condition of employment has been formally ratified pursuant to a vote of a majority of all employees in such bargaining unit present and voting. Such

service fee shall be set by the Union and shall be proportionately commensurate with the cost of collective bargaining and contract administration.

ARTICLE XXII

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 card 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.

ARTICLE XXIII

EVALUATION

Section 1.
Performance evaluations are designed to serve the needs of both the employee and Employer. An organized program for employee performance evaluation will:

A. Improve employee satisfaction and potentially reduce employee absenteeism, turnover, and grievances

B. Serve as an important motivational tool and improve the quality of job performance

C. Enhance the ability to achieve School Department goals through improved supervisor-employee communications

D. Base personnel actions on objective, accurate and fair performance appraisals

E. Monitor the performance of probationary employees on a timely basis.

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

Performance evaluation should be seen primarily as a developmental tool. Its purpose is to assess an employee's job-related strengths and weaknesses and develop his/her competence to the fullest. In a correctly executed evaluation, the supervisor and the employee work together to find the means by which the employee's ability can be strengthened and directed.

Section 2.

Probationary employees shall be evaluated at the completion of the first three months of probationary service and again at the completion of six months of probationary service, Performance evaluation of a non-probationary employee shall be made once per year and be completed by May 1 of each year or the first three years of service in a respective position and once every two years after three years of service. During the first year that this evaluation is implemented (Fiscal Year 2008), one-half of the employees with three or more years of service will be selected randomly for evaluation during that year, beginning their two-year cycle. The remaining employees with three or more years' service will begin their two-year evaluation cycle in the second year of implementation.

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

A. Quality and quantity of work;
B. Work Habits;
C. Work Attitudes;
D. Working relationships with others; and,
E. Supervisory ability (if employee supervises others).

Section 3.

Each employee shall receive a written copy of his/her evaluation and shall be entitled to discuss the evaluation with his/her immediate supervisor and, if requested, with the supervisor of the next higher level than the immediate supervisor who has been assigned

to review the performance evaluation. Full-time cafeteria workers will be evaluated by the Coordinator of Cafeterias.

Evaluations that are conducted by a member of the employee's bargaining unit will also be conducted and cosigned by the next immediate supervisor. Principals will have input to evaluations of staff who are assigned full time to their respective schools. All evaluations will be reviewed by each employee's respective Department Head. Respective Department Heads will not be members of the employee's bargaining unit.

Section 4.
The Executive Director of Human Resources, or her/his designee, shall receive and review all evaluations from the immediate supervisors and shall retain such evaluations, together with any recommendations made on the basis of any such evaluation, and evidence or materials submitted in support of such evaluation, in the respective Official Personnel File of each employee.

Section 5.
Any evaluation so retained in respect of any employee may be reviewed by such employee in the office of Human Resources at any reasonable time upon prior written notice, or whenever otherwise mutually agreed upon by the Executive Director of Human Resources and the employee. An employee shall have the right to file a written statement in response to any such evaluation.

Section 6.

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

Section 7.
Individuals must be evaluated using the agreed upon process and form in order to be eligible for and receive the subsequent salary increases. An employee who is not evaluated through no fault of her/his own will remain eligible for salary increases and will receive agreed upon salary increases.

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

ARTICLE XXIV

INCLEMENT WEATHER/OTHER EMERGENCY

Full-time employees will receive up to three days of compensation during which school is cancelled because of inclement weather.

When a delayed opening occurs due to a weather or other emergency and Full Time employees are required to report to work at their regular time, they shall be paid time at the rate of one and one-half (1 ½) times their regular rate of pay for the period of time equivalent to the length of time declared in the delayed opening for time worked during the delay. (Ex. Delayed opening of one hour, paid for one hour at 1½ times their regular rate of pay provided the employee reported and worked that time.)

Inclement weather days for Part Time Employees

Each year, there will be a maximum of two (2) paid days allotted for Part Time employees to compensate for work days lost in the event of school cancellation for inclement weather. These days shall be calculated as follows:

Part Time employees scheduled to work fifteen (15) hours or more per week shall be entitled to two (2) days equal to three (3) hours per day,

Part Time employees working more than fifteen (15) hours per week but less than twenty (20) hours per week on a regular basis will receive two (2) days equal to four (4) hours per day.

These days will not accumulate, and will expire if unused by the end of the school year.

When a delayed opening occurs due to a weather or other emergency and Part Time employees working at facilities where breakfast is served who are required to report to work at their regular time, they shall be paid time at a rate of one and one-half (1½) time their regular rate of pay for period of time equivalent to the length of time declared in the delayed opening for time worked during the delay. (Ex. Delayed opening of one hour, paid for one hour at 1½ times their regular rate of pay provided the employee reported and worked that time.)

If, due to health emergency, pandemic, or other reason, and students and staff are not required to report to their normal place of work, the use of inclement weather days shall not be able to be utilized.

ARTICLE XXV

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 XXVI

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 or the Superintendent's designee and to the Union.

ARTICLE XXVII

JOB POSTING AND BIDDING

Announcements of vacancies/promotional 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 and on a bulletin board in a conspicuous place in the building occupied by the Chief Operating Officer or his/her designee. A copy of all vacancies and promotional vacancies will also be sent to the Union President and the Cafeteria Steward and an email of the same will also be sent to the work email of all bargaining unit employees.The notice of vacancy shall remain posted for fifteen (15) days, and position shall be filled at the expiration of the posting period. Employees interested will make their interest known in writing to the Chief Operating Officer or his/her 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. 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 an employee to fill that position.

All positions will be shared in accordance with the above via email and the district's electronic communications system.

Once an employee successfully applies for transfer 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.

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

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 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.

ARTICLE XXVIII

DURATION

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

In witness whereof, the parties hereunto set their hands and seal this ____day of ___, 2023.

FALL RIVER SCHOOL COMMITTEE

Mayor Paul Coogan, Chairperson

Coordinator

Mimi Larrivee, Vice Chairperson

Kevin Aguiar

Bobby Bailey

Paul Hart

Shelli Pereira

Sara Rodrigues

Bruce A. Assad, Legal Counsel

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

Michael Coogan, Southeast Area

AFSCME LOCAL 1118

AFSCME LOCAL 1118

AFSCME LOCAL 1118

AFSCME LOCAL 1118

APPENDIX A

July 1, 2021 through June 30, 2024

	Hourly rates		
JOB TITLE	**7/1/2021**	**7/1/2022**	**7/1/2023**
OFFICE OF NUTRITION ASSISTANT	$19.45	$20.03	$20.63
COOK MANAGER -DURFEE	$24.02	$24.74	$25.48
ASST. COOK MGR. DURFEE	$20.69	$21.31	$21.95
COOK MANAGER-PRODUCTION/SEND	$20.76	$21.38	$22.03
COOK MANAGER-PRODUCTION ONLY	$20.18	$20.78	$21.41
COOK	$16.51	$17.51	$18.04
DRIVER STOREKEEPER	$24.74	$25.48	$26.25
DRIVER	$16.51	$17.51	$18.04
PART TIME UTILITY WORKERS	$19.63	$20.22	$20.83

* These positions had rate changes effective on January 1 each year:

JOB TITLE	**1/1/2021**	**1/1/2022**	**1/1/2023**
PREP/COOKING KITCHEN PART TIME *	$14.00	$14.75	$15.50
SERVING KITCHEN PART TIME	$13.75	$14.50	$15.25
CAFETERIA ASSISTANTS (MONITORS)	$13.50	$14.25	$15.00

* THESE RATES REFLECT THE $ .25 /HOUR DIFFERENTIAL IN ARTICLE VII.

Fulltime Utility Workers

UTILITY SERVICE WORKER PAY SCALE: Effective July 1, 2021

Step 1 762.40
Step 2 798.35
Step 3 816.33

The current benefits (vacation, Holiday, etc.) for Utility/Service Worker will remain the same as the benefits being received in the Custodial contract and will be applicable where appropriate in the Cafeteria Workers agreement to reflect the twelve (12) month schedule.

Appendix B

Fall River Public Schools — Performance Evaluation

Employee Name:_____ Position/Title:_____

School/Assignment: _____ Evaluation Period:_____

Rating Definitions:

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

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

Part A 1 Quality and Quantity of Work

a. Demonstrates knowledge of job, uses appropriate procedures to complete work	**5**	**4**	**3**	**2**	**1**	**0**
b. Amount of work accomplished during shift	**5**	**4**	**3**	**2**	**1**	**0**
c. Performs work with attention to outcome	**5**	**4**	**3**	**2**	**1**	**0**
d. Work is performed safely and efficiently with minimal disruption to operations	**5**	**4**	**3**	**2**	**1**	**0**
e. Work is performed thoroughly, and to completion	**5**	**4**	**3**	**2**	**1**	**0**
f. Organizes work efficiently and 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 a timely basis	5	4	3	2	1	0
d. Able to complete 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 follows procedure changes	5	4	3	2	1	0
c. Accepts constructive feedback and suggestions	5	4	3	2	1	0
d. Accepts responsibility for assigned tasks & areas	5	4	3	2	1	0
e. Exercises judgment appropriately	5	4	3	2	1	0
f. Adapts and responds to emergency situations appropriately	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

Supervisor Comments:

Employee Comments:

Part A 5 Supervisory Ability (where applicable)

a. Demonstrates leadership capacity / potential	5	4	3	2	1	0
b. Makes informed and timely decisions	5	4	3	2	1	0
c. Is fair and impartial with coworkers / subordinates	5	4	3	2	1	0
d. Able to Provide 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 A 6 Procedures and Protocols

a. Follows Serve-Safe Procedures and protocols	5	4	3	2	1	0
b. Maintains proper industry standard dress codes	5	4	3	2	1	0
c. Maintains proper cleaned and sanitized work areas	5	4	3	2	1	0
d. Reports any irregularities with food or procedures	5	4	3	2	1	0
e. Follows approved methods of preparation / handling	5	4	3	2	1	0

Supervisors Comments:

Employee Comments:

Part B Comments of the Supervisor performing this evaluation:

Supervisor's Signature and Title

_____ Date: _____

Employee Comments:

Employee's Signature (Does not imply agreement or disagreement) and date: Discussion with Supervisor

Employee_____ Date: _____

Supervisor: _____