

GREATER FALL RIVER VOCATIONAL SCHOOL DISTRICT  
POLICY SUB-COMMITTEE MINUTES  
251 STONEHAVEN ROAD, FALL RIVER, MA  
DISTRICT OFFICE CONFERENCE ROOM  
JANUARY 11, 2024

In attendance: Donald DiBiasio of Somerset, Jeffrey Begin of Swansea and Joan Menard of Fall River

Also in attendance: Fr. Jay Mello, School Committee Member, Brian Bentley, Superintendent-Director, Andrew Rebello, Assistant Superintendent-Principal, Eric Silva, Interim Director of Guidance and Admissions, Gregory Brilhante, Legal Counsel, Paul Kitchen, Director of Finance and Operations, Helena Neves, Executive Secretary, Amy Bosse, Joseph Bosse, Jeanne Hill and Kevin Lazaro.

Remote attendance: Decio Matos, Debbie Pacheco, Jonathan Root, Rachel Canastra, Erin Smith, Brian Charles, Wilson Valente, James, Erin C., John Narcizo, Maria Torres and Lois Miller.

The meeting began with a roll call at 5:02 p.m.

It was moved by Mr. Begin, seconded by Ms. Menard and voted unanimously to dispense with the reading of the June 15, 2023 minutes and approve them, as recorded.

Mr. DiBiasio deferred to Mr. Bentley to provide an overview of agenda item 1.3. Individual employment agreement dispute.

Mr. Bentley stated that the two employees present, Amy Bosse and Kevin Lazaro, requested to address members due to a disagreement pertaining to their individual employment agreements. Mr. Bentley further stated that he met with Ms. Bosse and Mr. Lazaro to discuss their concerns. They were not satisfied with the outcome and are challenging the policy as opposed to their individual contract.

Mr. DiBiasio asked Mrs. Bosse to clarify the reason for her dispute. Mrs. Bosse stated that she is disputing her sick leave payout as well as a discrepancy in her salary payout that has come to her attention. The dispute pertains to the Non-Union Employee Contracts – Twelve (12) Month Individual Employment Contracts, specifically the language “*Jury Duty. Funeral Leave. Personal Leave. Military Leave, Paternity Leave, Life Insurance, Health and Dental Insurance. Sick Leave, Emergency Leave, Retirement Benefits (and any and all benefits not listed herein) shall be consistent with the terms and conditions of the Diman Teachers’ Association (DTA) collective bargaining agreement.*”

Attorney Brilhante stated that in Mrs. Bosse’s situation, her individual employment contract states that “*sick leave payout will be paid at a rate of forty dollars but it indicates sixty dollars in parentheses*”. The District acknowledge the error and honored the higher dollar amount. Mrs. Bosse’s sick leave was paid at sixty dollars per day per her signed contract. Mrs. Bosse is stating that based on the policy language referenced that she should be paid the daily sick leave rate of the Diman Teachers Association (DTA) contract. The sick leave buyout daily rate in the DTA contract for the 2023-2024 school year is eighty dollars forty-one cents.

Mrs. Bosse asked why the Board afforded her an additional 21 sick days based off of this policy and not her contract. Attorney Brilhante explained that in 2021 a provision was put in the individual contracts that all employees would get 21 additional sick days per DTA’s contract language at the time. This was done in error as the DTA contract’s language states that it’s for new teachers that do not get the full sick leave time in the first three years of service. Attorney Brilhante stated that the District once again honored the error and Mrs. Bosse was given the additional 21 sick leave days. The error was corrected and language removed on the following contract.

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Mrs. Bosse asked if an individual contract supersedes policy. Mr. DiBiasio stated that yes and asked Mrs. Bosse if the District should have paid her at higher rate if a policy stated forty five dollars per day and she was paid out at sixty dollars.

Mr. Begin asked if any of the individual contracts include the daily rate of eighty dollars and forty-one cents. Attorney Brilhante stated that none of the contracts have the eighty dollars forty-one cents amount. Mr. Bentley stated that the individual contracts were reviewed and they have the forty five dollar and the sixty dollar in parentheses typographical error.

Mrs. Bosse asked why a non-union personnel policy was written if a contract supersedes it. What would the purpose of a policy. Mr. DiBiasio stated that the policy was written as a template in order to align all the individual employment contracts.

Mr. DiBiasio notified Members that Mr. Lazaro was recording the meeting. Mr. Lazaro apologized for not providing notification of intent to record.

There was further discussion on the reason as to why the policy was written and its intent.

Attorney Brilhante stated that the intent of the policy was to address the individual contracts that had complete disparities in them, mostly on working conditions regarding their hours of work. The interpretation always was that we were going to try to make it even. But if there was something not addressed in the individual contract, then the DTA contract would apply.

Mr. DiBiasio asked Mrs. Bosse if there was anything else she needed to add pertaining to the agenda item. Mrs. Bosse stated that it's a little disheartening for her as a 27 year dedicated loyal employee to have to sit here before the board and basically dispute maybe \$1,200. Mrs. Bosse further stated that Mr. Bentley was brought back to bring morale back but under his leadership, over 200 hours and years of service accounted for the people that have left. Mrs. Bosse questioned why long term people have left. Her intention was to retire from Diman but coming in and working in a hostile environment at times, or feeling like, because she was on individual contract, she was assigned several duties and taken advantage of.

Mr. DiBiasio asked Mr. Lazaro to clarify the reason for his dispute. Mr. Lazaro stated that after he signed his contract he noticed the clause pertaining to the additional 21 sick leave days and brought it to the Administration's attention. Attorney Brilhante stated that Administration informed Mr. Lazaro that the clause was inadvertently placed in the individual contracts. Administration honored the error and gave Mr. Lazaro the additional sick leave days pursuant to the terms of his individual contract and not the policy. The error was corrected on following individual contract issued.

Mr. Lazaro stated that he does not agree that a contract should supersede policy and therefore he should be afforded the higher sick leave buyout rate per the language in the policy. Mr. Lazaro further stated that he will also be disputing his salary payout. Mr. DiBiasio stated that contracts are followed and supersede policy.

Mr. Lazaro is also disputing a denied \$850 educational reimbursement. Mr. Lazaro stated that the policy states that if a benefit is not stated within, he is entitled to the benefit. In July of 2022 he submitted an educational

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reimbursement pre-approval per the guidelines of the District and it was approved. Mr. Lazaro further stated that this past summer he submitted another request and it was denied. The District denied the educational reimbursement on the basis that this is not a benefit on Mr. Lazaro's contract.

Mr. Lazaro is also disputing the fact that he was not offered the same health insurance rate of 90% afforded to other employees and included in the DTA contract. This is an exclusionary discriminatory clause that states that only four existing family units were to have 90% health insurance. Mr. Lazaro has recently married Ms. Gagne and they should have been for that opportunity. Both Mr. Lazaro and Ms. Gagne have been working here prior to that contract and prior to the clause. Mr. Lazaro stated the he was on a 12 month employee on an individual contract and Ms. Gagne is a DTA member.

Mr. Lazaro stated that the three issues he presented are the main issues. He further stated that there are other issues that he will need to address but those will be brought forward in a different manner.

Mr. Begin requested clarification on the health insurance issue. Mr. Lazaro stated that right now the District contributes 70% of his health insurance premiums and 90% for the four selected individual family units.

Attorney Brilhante reiterated that the 21 sick leave days were given pursuant to the individual contract and not the policy. The language was removed from the individual contracts because it was an error as it only applies to teachers.

Mr. DiBiasio stated that the sub-committee does not make a final decision. A recommendation will be made to the School Committee.

It was moved by Mr. Begin, seconded by Ms. Menard, and voted unanimously to adjourn the Sub-Committee meeting at 5:32 p.m.

Respectfully Submitted,  
*Helena S. Neves*  
Helena S. Neves, Executive Secretary

**Materials Included:**

June 15, 2023 Minutes  
Non-Union Employee Contracts Policy