

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

SECURITY
JULY 1, 2024 - JUNE 30, 2027

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ARTICLE 1

RECOGNITION

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

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

ARTICLE 2

DISCRIMINATION AND COERCION

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

ARTICLE 3

GRIEVANCE PROCEDURE

A. Level I — Formal Grievance

1. A grievant shall file a formal grievance within ten (10) days of such occurrence and shall specify the clause of the Agreement, the nature of the grievance and the remedy with the Director of Administrative Services. Adhering shall be held promptly within five (5) days of receipt of the formal grievance and they shall render their decision within five (5) days of the hearing.

B. Level II — Appeals to the Superintendent

1. Within ten (10) days of the decision at Level 1, the grievant may request an appeal to the Superintendent or their 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 their decision.

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

C. Level III — School Committee

If the aggrieved person is not satisfied with the disposition of his / her grievance at Level II, or if no disposition has been rendered within twenty (20) days after they has first met with the Superintendent or their designee, the grievance in writing, may be filed with the School Committee.

The Sub-Committee of the School Committee will meet with the aggrieved person and the Union representative for the purpose of resolving the grievance.

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

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

E. General Provisions

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

ARTICLE 4 **SENIORITY**

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

ARTICLE 5 **HOURS OF WORK**

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

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

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

Shifts

First Shift

Starts: no earlier than 6:45 am

Ends: no later than 4:00 pm

Second Shift

Starts: no earlier than 1:30 pm

Ends: no later than 10:00 pm

Third Shift

Starts: no earlier than 10:00 pm

Ends: no later than 7:00 am

Shift Differential

Second Shift: \$16.00

Third Shift: \$18.00

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

Additionally, five (5) new positions will be created, and four (4) of those five (5) positions will be hired into the following shifts:

Saturday-Wednesday

Sunday-Thursday

Start and end times will remain as noted above.

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

ARTICLE 6

OVERTIME

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

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

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

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

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

When an overtime event is not directly attached to the beginning or end of the work day and the event ends early (before the scheduled end time) the employee will be paid for the full amount of time that they were scheduled to work.

Should an event and/or scheduled overtime run over, the Employee shall be paid at the overtime rate until the event ends and/or people have cleared the premises.

Should scheduled overtime be canceled within 24 hours of an event, the employee who was scheduled to work the overtime shall be paid in full, for the hours they were scheduled to work at their overtime rate.

All overtime shall be pre-approved by the Chief Operating Officer or their designee. Staff shall be notified of overtime opportunities either in person or by telephone. Employees shall have thirty (30) minutes to return a call, otherwise they will be bypassed and placed first on the next available overtime opportunity. (8:30 a.m. to 9:30 a.m.)

Overtime shall be equally and impartially distributed among all security personnel according to the ability to schedule and plan such overtime. Emergency overtime shall be defined as overtime with less than four (4) hours to schedule coverage. Non-Emergency Overtime will be overtime scheduled or known with more than four (4) hours, and shall be handled via a rotation system. Personnel will indicate their willingness to accept overtime and be placed on the rotation list. Non-emergency

overtime will then be offered via the rotation of staff on the overtime list. Staff from the department will be contacted in rotation. In the event of any question of the rotation, such records will be available to the steward for review.

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

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

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

ARTICLE 7

UNION REPRESENTATIVES

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

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

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

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

The Union shall be provided the opportunity to meet with the new employee(s) for no less than thirty (30) minutes within ten (10) days of their hire date. These meetings shall be held during normal working hours and neither the new employee of the Union representative shall suffer any loss of

wages, benefits or other privileges during the allotted time. The Parties agree to work together for the purposes of scheduling these orientations.

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

ARTICLE 8 **HOLIDAYS**

The following days shall be considered to be paid holidays:

New Year's Day — January 1st
Martin Luther King Day
President's Day
Good Friday
Patriots Day
Memorial Day
Independence Day
**Juneteenth

Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Friday after Thanksgiving
*Day before Christmas
December 25th
*Day after Christmas
*Day before New Year's

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

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

In the event that a paid holiday falls on a Saturday, all employees scheduled to work from Monday through Friday shall receive a floating vacation day to be used at any time during the fiscal year. In the event that the employee requests and is denied the use of their 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. All holidays shall be those in which the State decrees that all school buildings be closed.

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

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

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

No holiday pay will be granted or paid if an employee does not report for work on the workday

immediately preceding the holiday and the workday immediately following the holiday, unless the employee is on vacation, sick leave, or any other authorized leave with pay.

ARTICLE 9

SICK LEAVE

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

- A. Employees will be granted: twelve (12) days per year, cumulative, effective July 1, 2015. An employee who leaves work during the workday will have that portion of the day during which they does work deducted for their sick leave eligibility to the nearest hour. At the beginning of the each school year, the Officers under this Agreement shall receive written statement indicating the amount of sick leave accumulated to that Officer.

B. Bereavement Leave:

Five (5) days for death in immediate family. Immediate family consists of husband or wife, mother or father, brother or sister, children, grandchildren, grandparents, mother-in-law, father-in-law, or any member of the immediate household. Up to 2 days may be deferred for services for immediate family to be held at a later date. The aforementioned Bereavement language shall apply for any employee suffering a miscarriage.

One (1) day for relative's funeral. For the purposes of defining relatives for this section, the term includes great- grandparents, great- grandchildren, aunts, uncles, nieces, nephews, first cousins, brother-in law, and sister-in-law, and Grandparent-in-law. There shall be no loss of credit from annual or cumulative leave or loss of salary.

- 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 an emergency; and the applicant for such leave will not be required to state the reason for taking such leave other than that they is taking it under this section. Such absence shall not be deducted from the number of sick days to the credit of the employee. Personal days will be cumulative at the rate of one (1) day per year. During the term of this contract, a study group made up of representatives of administration and of the bargaining until will review policies related to the use and approval of personal days.
- D. The School Department may, when emergencies arise such as attendance at court in which the employee is not a principal party or the reception of a degree, excuse the absence without loss of pay for a period not exceeding one day in each year, but such absence shall be deducted from the number of days to the credit of the employee. The School Department may excuse any employee

who requests absence for Jewish holidays without loss of pay, but such absence shall be deducted from the number of days to the credit of the employee.

- E. The School Department shall have the power to excuse an employee for one (1) day's absence to attend the funeral of relative, not herein covered, without loss of pay, but such absence shall be deducted from the number of sick days to the credit of the employee.
- 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. Quarantine: Absence due to quarantine periods within the household of an employee shall be paid for in full and shall not apply against the credit of sick leave, provided the quarantine is in accordance with the current guidance from the CDC, Massachusetts Department of Public Health (MA DPH) or the local Board of Health Authority. At the end of the quarantine period the employee should present evidence that the appropriate controlling Board of Health authorities are permitting them him/her to return to school.
- H. An employee absent for any period exceeding five (5) consecutive days because of personal illness shall file with the Director of Administrative & Environmental Service a statement from a competent physician certifying their good health and physical ability to resume their duties.
- I. The School Department reserves the right to have an independent physician examine any employee at City expense, claiming sick leave who, in its opinion, may not be entitled to the same and/or who may be incapacitated to perform such official duties. The opinion of the independent physician shall be final.
- J. 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 their 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 their sick leave allowance which, when added to said compensation, will result in the payment of their full salary until any sick leave allowance which the employee has to their credit has been used. Sick leave time deducted for said payment will be prorated in accordance with the ration that the School Department bears to the employee's total weekly salary during this period. The mechanics of payment of the employee will be to compensate directly from sick leave, as available, and to apply the Workmen's Compensation Award toward refunding on the employee's sick leave account.

K. Sick Leave Severance Benefit Payment

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

sick leave accumulated shall be paid upon separation from employment.

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

Parental Leave:

For the 24 - 25 year, members will have 2 weeks of paid parental leave available without using their accrued time. Members may use available accrued time up to a total of 12 weeks or up to a total of 14 weeks in the case of a cesarean birth.

For the 25 - 26 year, members will have 3 weeks of paid parental leave available without using their accrued time. Members may use available accrued time up to a total of 12 weeks or up to a total of 14 weeks in the case of a cesarean birth.

For the 26 - 27 year, members will have 4 weeks of paid parental leave available without using their accrued time. Members may use available accrued time up to a total of 12 weeks or up to a total of 14 weeks in the case of a cesarean birth.

Perfect Attendance:

Perfect attendance for the first three months beginning September 1, will be paid at one hundred dollars (\$100).

Perfect attendance for the second three months will be paid one hundred dollars (\$100).

Perfect attendance for the third three months will be paid one hundred dollars (\$100).

Perfect attendance for the last three months will be paid one hundred dollars (\$100).

Personal days and bereavement days will not affect the perfect attendance policy.

Employees who begin employment after the start of the work year but otherwise have perfect attendance receive the stipend prorated to the number of days employed compared to the number of workdays that year or portion of the year.

Perfect attendance for part-time security officers will be based on the following:

Perfect attendance for the first 45 days of school will be paid at one hundred dollars (\$50).

Perfect attendance for the next 45 days of school will be paid one hundred dollars (\$50).

Perfect attendance for the next 45 days of school will be paid one hundred dollars (\$50).

Perfect attendance for the last 45 days of school will be paid one hundred dollars (\$50).

- L. 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.
- M. The Superintendent or Superintendent's designee may require an employee who has been absent for twelve (12) or more days in a given work year or who has a pattern of sick leave that raises concern about possible misuse of sick leave, to provide a written statement

from a qualified physician that documents the employee was not able to work. This requirement is applicable to each sick leave occurrence which may involve one (1) day or two (2) 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 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.

- N. The sick leave provisions within this contract will not conflict with the Family Medical Leave Act.
- O. The employer shall have the right to require a drug test for any employee providing there is reasonable suspicion that the employee may be under the influence, or who has been in an accident or injury and exhibits symptoms raising such suspicion. The employee will be evaluated by a person who has received training in the criteria for reasonable suspicion. Any employee found under the influence resulting in a positive test may be referred to EAP for assistance. A second positive test, and/or refusal of test or referral to EAP for assistance may result in dismissal.

ARTICLE 10

VACATIONS

- A. The vacation year shall be the period July 1 to June 30 inclusive; each employee shall be credited as of 1st July with vacation leave with pay as follows.
- B. One (1) day paid vacation for each month worked in the previous fiscal year up to a maximum of ten (10) days.
- C. Two (2) weeks' paid vacation after completing one (1) full year of employment with the City of Fall River,
- D. Three (3) weeks' paid vacation after completing four (4) years of employment with the City of Fall River.
- E. Four (4) weeks' paid vacation after completing ten (10) years of employment with the City of Fall River.
- F. Five (5) weeks' paid vacation after completing fifteen (15) years of employment with the City of Fall River.
- G. After an employee has served twenty (20) years, they shall be allowed an additional one (1)

day of paid vacation for each year served after twenty (20) years, to a maximum of six (6) weeks' paid vacation.

- H. Approval of vacation days is at the discretion of the officers' immediate supervisor and then the COO or his/her designee. Requests for vacation days must be submitted in writing first to the Officer's immediate supervisor and then to the COO or her/his designee. Vacation requests should be submitted two weeks in advance. Officers should plan to take vacation time when school is not in session, however, requests for vacation days may be considered when school is in session. In making the determination, the COO will consider the needs of the District as a whole and any personal and/or unique circumstances surrounding the request.

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

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

Officers on vacation are eligible for overtime in accordance with Article 6: Overtime and the seniority list.

Employees who accrue vacation two (2) weeks per year shall be entitled to use up to two (2) weeks of this time in increments of one day. The day must be requested in advance and shall be approved based on staffing requirements and the number of employees on vacation.

Notice of 24 hours is required for single day requests. Notice of one week is required for (multiple) consecutive day requests.

ARTICLE 11

JURY PAY

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

ARTICLE 12
MATERIALS, EQUIPMENT, TOOLS, AND REQUIRED FEES

Clothing Allowance: Full Time employees increase to \$1,000.00 paid in two (2) installments annually of five hundred dollars (\$500) annually, the first installment to be paid at the start of the year, second installment paid at mid-year. The stipend is to assist with the purchase and care of uniforms and footwear for that year. Allowance may be prorated for less than twelve (12) months. Part-time Employees increase to eight hundred dollars (\$800.00) paid in two (2) installments annually of four hundred dollars each (\$400). The department reserves the right to change uniforms. New hires shall receive their first installment upon hire and the second installment upon completion of six (6) months of service.

A suggested basic complement of uniform clothing consists of:

Shirts: Five (5) summer/five (5) winter

Pants: Five (5) pairs

Coats: One (1) winter / one (1) spring

Hats: One (1) Winter Hat/one (1) Summer hat

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

Shorts: Five (5) pairs, khaki or black @ knee length.

All Schools: Black Shirts and Khaki Pants. An employee is required to be in the uniform of the school to which they are assigned. If the Department chooses to change uniforms or otherwise require employees to wear something different than what is noted in this agreement, the Department shall provide the articles at no cost to the employee. In addition to being responsible for the appropriate uniform and apparel, Officers are expected to maintain appropriate physical condition to perform the duties and responsibilities required of the position.

Officers may be required to assist with physical duties such as searches, pursuing students, performing outside duties in inclement weather, and appropriate interventions such as physical escorts and restraints using the prescribed protocols.

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

ARTICLE 13
JOB POSTING

Announcements of vacant positions are to be posted as soon as the funding source is confirmed and the position is approved for posting. The vacancy notice shall be posted in designated areas for a minimum

of fifteen (15) calendar days in a minimum of three languages (English, Spanish, and Portuguese). It will also be posted on the website. On day sixteen (16) the Union will receive a list of all those who applied. Employees interested in filling a posted vacancy will send a written notice indicating such to the Facilities & Operations Office. A copy of all vacancies and promotional vacancies will also be sent to the Union President and the Safety/Security Steward and an email of the same will also be sent to the work email of all bargaining unit employees.

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.

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

The Chief Operating Officer or their designee has the authority to reassign Officers to meet District needs.

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

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 they returns to work.

ARTICLE 14

SCOP OF AGREEMENT

- A. **Bulletin Board** –A Bulletin Board for the publishing of notices or job postings of a routine nature will may be maintained in a conspicuous place in the work site. A copy of all vacancies and promotional vacancies will also be sent to the Union President and the Security Steward and an email of the same will also be sent to the work email of all bargaining unit employees. Communications regarding events and cancellations or other related items may also be sent via the district's communications platform (Parent Square).
- B. All reasonable benefits, privileges, or working condition existing prior to this Agreement, which affect employees of the bargaining unit as a whole and not in conflict with this Agreement, shall remain in full force and effect during the term of this Agreement. In the event that a question should arise as to whether a condition of employment is a reasonable past practice and should continue in effect as a practice, the parties to this Agreement shall meet and attempt to resolve the issue. In the event that the parties cannot agree, the matter shall be submitted to arbitration under the provisions and procedures to this Agreement. A past practice, as set forth above, is not to be constructed as setting general practice when it relates solely to an individual.
- C. **No Discrimination.** The parties to this' Agreement agree that they shall not discriminate

against any person because of race, creed, color, sex, age, or sexual orientation and that such persons shall receive the full protection of this Agreement.

- D. **Access to Premises** — The Employer agrees to permit representatives of the American Federation of State, County, and Municipal Employees, AFL-CIO and/or Council 93, and/or Local 1118 to enter the premises for discussions with employees about working conditions provided at least twenty-four (24) hours prior notice is provided to the Chief Operating Officer or their designee (Director of Security) and that care is exercised by such representatives so that they do not interfere with either the performance of duties of the employee or the operation of the school.
- E. **Consultation Procedure** - The Director of Administrative & Environmental Services will meet quarterly with all safety, officers to discuss issues of mutual concern.
- F. **Full Bargaining Provisions.** The parties agree that they have fully bargained and agreed upon all terms and conditions of employment, and that this Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargaining issues which were of could have been the subject of negotiations.
- G. **Separability and Savings.** If any provisions of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be retained by such tribunal pending a final determination as to its validity, such provisions shall not be affected thereby and shall continue in full force and effect.
- H. **Work Continuity.** The Union agrees that for the life of this contract there shall be no strike, slowdown, sickout, or other similar concerted action.
- I. **Management's Rights.** Except as specifically provided otherwise in this Agreement, the Employer shall not be deemed to be limited in any way by this Agreement in the performance of the regular and customary functions of management as provided for under applicable statutes; and reserves and retains all powers, authority, and prerogatives including, with limitations, the exclusive right to issue reasonable rules and regulations governing the conduct of their department, provided that rules and such regulations are not inconsistent with the expressed provisions of the Agreement.
- J. **Security personnel.** Officers shall be allowed to attend bona fide seminars connected with security duties, The School Committee, upon the recommendation of the Chief Operating Officer or their designee (Director of Security), will determine the seminars to be attended, if any, and the number and the individuals who would be allowed to attend. The decision will be based upon the manpower needs of the School Department at the time the seminars are to take place. This clause limits itself to seminars that are conducted during the normal summer vacation period, or as staffing accommodates. The department will pay for job-related courses that are Management approved. The department will hold two professional development and/or training days, on or after August 10 of each year.
- K. **In the event** the School Department entertains an early retirement incentive program, the parties to this Agreement agree to meet and discuss same.

- L. **Contract Duration**, This Agreement shall become effective July 1, 2024, and shall continue in effect to and including midnight June 30, 2027.
- M. **Negotiations** on proposed changes or amendments to the terms of this Agreement shall begin no later than October 1, of the final year of the agreement, and shall continue until an agreement is reached or until this Agreement has been terminated.
- N. **The City of Fall River and the Union** has entered into a separate agreement regarding health insurance. Employees will continue to pay the 25% of premiums; the Fall River School Department will continue to pay 75% of premiums.
- Split the health insurance costs evenly over a ten-month (10) period
- O. **Second Shift Officers** will have the use of a school department vehicle or golf cart provided one is available and not otherwise in use. The vehicle is to accommodate more efficient movement around the outside campus during the second shift.

ARTICLE 15

SHIFT MODIFICATION, DIFFERENTIAL & STIPENDS

The number of staff assigned to each shift will be determined by the Director of Safety and Security. Employees on first shift will be assigned to one of the following work periods, by seniority. Seniority for all assignments will be building based, district wide. Shifts shall not be adjusted to curtail overtime.

6:00 a.m. – 2:00 p.m. – minimum of two (2)

7:00 a.m. – 3:00 p.m. – minimum of eight (8)

8:00 a.m. – 4:00 p.m. – minimum of three (3)

Once a first shift bid is selected it will remain in place until a vacancy is available. If a vacancy occurs during the work year, employees within that building will be offered the vacant shift, based on seniority. If no one in that building selects the vacant shift, it will go out to the rest of the bargaining unit members outside of the building, based on seniority.

ARTICLE 16

LONGEVITY

Effective July 1, 2014

5 years	11.55
10 years	15.40
20 years	19.25

ARTICLE 17
INCLEMENT WEATHER/SNOW DAYS

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

On days when the city does not close Government Center for emergency or safety purposes related to the weather event, Security Officers may be required to attend training, either in person or online at a time and place to be designated by the Chief Operating Officer or their designee.

ARTICLE 18
TRAINING STIPEND

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

ARTICLE 19
COLLEGE/EDUCATIONAL TRAINING STIPEND

College Stipend

Security Officers with thirty (30) or more college credits will receive a \$500 per year stipend,

Security Officers with sixty (60) or more college credits will receive a \$900 per year stipend,

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

Educational Training Stipend

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

NASRO Training Fund

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

ARTICLE 20
REIMBURSEMENT FOR AUTO EXPENSE/MILEAGE

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

ARTICLE 21
PART TIME SECURITY OFFICERS

This agreement shall allow for the hiring of up to twelve (12) part-time Security Officers, with the following provisions:

All part-time security officers will receive on a prorated basis all collective bargaining benefits outlined in this agreement.

1. Part-time officers may be flexibly scheduled between the hours of 7AM and 7 PM.
2. Part-time officers will be required and eligible to train in the same procedures as FTE officers.
3. Part-time and full-time officers will be entitled to the same rates and placement on salary scale
4. Part-time Security Officers shall be entitled to bereavement leave in accordance with the agreement. "Days" are part-time and equivalent to their work schedule.

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

ARTICLE 22
DIRECT DEPOSIT

All employees in this unit will enroll in Direct Deposit.

ARTICLE 23
PERFORMANCE EVALUATION

Section 1

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

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

grievances

- B. Serve as an important motivational tool and improve the quality of job performance
- C. Enhance the ability to achieve School Department goals through improved supervisor-employee communications
- D. Base personnel actions on objective, accurate and fair performance appraisals
- E. Monitor the Performance of probationary employees on a timely basis

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

Performance evaluation should be seen primarily as a developmental tool. Its purpose is to assess an employee's job-related strengths and weaknesses and develop their 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 their evaluation and shall be entitled to fully participate in the evaluation exercise with their immediate supervisor in coordination with the Chief Operating Officer or her/his designee and, if requested, discuss the evaluation with the Chief Operating Officer. All evaluations will be signed by both the employee and the individual conducting the evaluation.

Section 4

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

Section 5

Any evaluation so retained in respect of any employee may be reviewed by such employee in the Administration Building at any reasonable time upon prior written notice, or whenever otherwise mutually agreed upon by the Director of Administrative & Environmental Services and the employee. An employee shall have the right to file a written statement in response to any such evaluation. 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 their evaluation, except where such evaluation results in a negative action. Employees may grieve the evaluation procedure if the process is not as set out in the preceding sections of this Article.

Section 7

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

ARTICLE 24 **LAYOFF AND RECALL**

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

BUMPING: Employees who are qualified to perform work in other departments may bump less senior employees. If a person has previously held the position to which they seek to bump under this provision s/he shall be deemed qualified. In all cases the employee seeking to bump must be qualified to perform the duties and responsibilities of the position.

All employees laid off under this provision shall have reinstatement rights to the position they 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 25

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 26

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 transmissionshall be accomplished either by electronic mail or some other secure method as agreed to by the parties.

ARTICLE 27
Cell Phones

The Department shall issue Security Officers cell phones.

Cell Phones

The Department shall issue Security Officers cell phones.

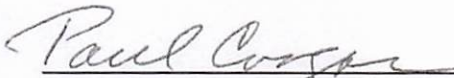
DURATION

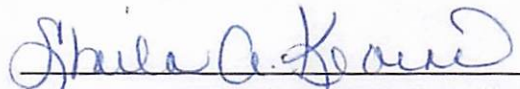
This Agreement shall become effective July 1, 2024, and shall continue in effect to and including midnight June 30, 2027.

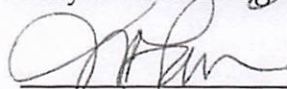
In witness whereof, the parties hereunto set their hands and seal this 13 day of July 2024.

FALL RIVER SCHOOL COMMITTEE

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

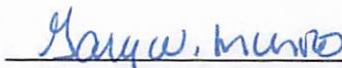

Mayor Paul Coogan, Chairperson

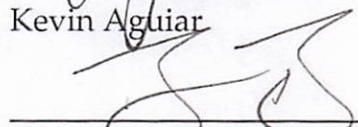

Sheila A. Kouri, Southeast Area Coordinator


Mimi Larrivee, Vice Chairperson

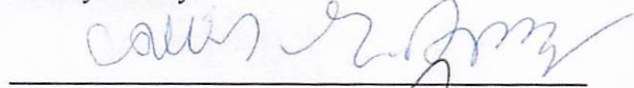

AFSCME LOCAL 1118


Kevin Aguiar


AFSCME LOCAL 1118

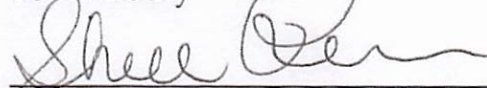

Bobby Bailey

AFSCME LOCAL 1118


Collin Dias

AFSCME LOCAL 1118


Tom Khoury


Shelli Pereira


Bruce A. Assad, Legal Counsel

APPENDIX A

Salary Scale

TERMS AND SALARY

Agreement: July 1, 2024, through June 30, 2027

1. TERM OF CONTRACT:

The present agreement will run a total of three (3) years: **July 1, 2024, through June 30, 2027**

2. WAGE AND HOUR SCALE:

July 1, 2024, through June 30, 2027

7/1/2024 increase the hourly rates by 5%

7/1/2025 increase the hourly rates by 5%

7/1/2026 increase the hourly rates by 5%

	EFFECTIVE DATE:		
	7/1/2024	7/1/2025	7/1/2026
Security Officer L1	18.56	19.49	20.47
Security Officer L2	19.76	20.75	21.78
Security Officer L3	20.97	22.02	23.12
Security Officer L4	22.80	23.94	25.13
Security Officer L5	24.53	25.76	27.04
Security Officer L6	25.63	26.91	28.26

In addition, all employees receive \$2 differential on their hourly rate.

APPENDIX B

Security Officer Levels

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

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

Officers may be required to participate in training at the discretion of the Director and subject to funding.

Entry Security Officer L1

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

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

Security Officer L2

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

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

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

Minimum 1 year of field experience

Security Officer L3

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

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

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

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

Minimum three (3) years of field experience

Security Officer L4

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

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

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

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

Security Officer L5 / Trainer

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

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

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

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

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

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

Security Officer L6 / Lead Officer:

Supervisor of all Officers who is a fully trained Security Officer. Must receive minimum annual training and pass annual physical fitness requirement, plus additional training below.

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

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

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

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

APPENDIX C

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

A security officer must pass a physical fitness test as a condition of employment. If a prospective employee fails the test the first time, they will be allowed to retake the test one (1) additional time.

Existing security officers must pass an annual physical test each August. If an existing employee fails the annual test the first time, they will be allowed to retake the test one (1) additional time. If they fail the retake, the employee will be required to provide a medical authorization from their own physician that states they are able to perform the duties of the job. Additionally, the school district reserves the right to have the employee examined by a physician of their choosing, at the expense of the district.

APPENDIX D
Evaluation: Security Services

Fall River Public Schools — Performance Evaluation

Employee Name: _____ Position/Title: _____

School / Assignment _____ Evaluation Period: _____

Ratings or Definitions:

5. Superior: Accomplished all goals or performed all tasks and excels in a substantial manner.

4. Above Standard: Performs all tasks above department standards.

3. Good: Meets departmental standards.

2. Fair: Does not meet some standards, improving and potentially acceptable. (Supervisor should provide specific examples of goals for improvement.)

1. Unsatisfactory: Many goals unrealized or many tasks not completed. (Supervisor must provide specific examples.)

0. Not applicable: Not relevant to job

Circle the appropriate rating and provide specific examples and feedback in comment space.

Part A-1 Quality and quantity of work:

a. Demonstrates knowledge of jobs and tasks, uses appropriate procedures to complete work.	5	4	3	2	1	0
b. Amount of work completed during shift	5	4	3	2	1	0
c. Performs work with attention to the outcome.	5	4	3	2	1	0
d. Work is performed safely and efficiently with minimal disruption to the surrounding area or operations.	5	4	3	2	1	0
e. Work tasks performed thoroughly and to completion	5	4	3	2	1	0
f. Organizes work efficiently and appropriately	5	4	3	2	1	0

Supervisor's Comments: _____

Employee's Comments: _____

Part 2- Work Habits:

- | | | | | | | |
|---|---|---|---|---|---|----|
| a. Is regular in their attendance | 5 | 4 | 3 | 2 | 1 | 0. |
| b. Observes their established hours | 5 | 4 | 3 | 2 | 1 | 0 |
| c. Completes work in a timely basis | 5 | 4 | 3 | 2 | 1 | 0 |
| d. Is able to complete work without immediate supervision | 5 | 4 | 3 | 2 | 1 | 0 |
| e. Follows instructions, rules and policies | 5 | 4 | 3 | 2 | 1 | 0 |

Supervisor's Comments: _____

Employee's Comments: _____

Part A 3 Work Attitudes:

- | | | | | | | |
|--|---|---|---|---|---|---|
| a. Strives to improve work techniques | 5 | 4 | 3 | 2 | 1 | 0 |
| b. Open to new ideas, follows procedure changes | 5 | 4 | 3 | 2 | 1 | 0 |
| c. Accepts constructive feedback and suggestions | 5 | 4 | 3 | 2 | 1 | 0 |
| d. Accepts responsibilities for assigned tasks and 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's Comments: _____

Employee's Comments: _____

Part A 4 Relationships with others

- | | | | | | | |
|---|---|---|---|---|---|---|
| a. Works well with coworkers | 5 | 4 | 3 | 2 | 1 | 0 |
| b. Works well with public when required | 5 | 4 | 3 | 2 | 1 | 0 |
| c. Cooperates with supervisors and staff | 5 | 4 | 3 | 2 | 1 | 0 |
| d. Communicates appropriately, follows appropriate channels | 5 | 4 | 3 | 2 | 1 | 0 |

Supervisor Comments: _____

Employee Comments: _____

Part A 5 Supervisory Ability (if applicable)

- | | | | | | | |
|--|---|---|---|---|---|---|
| a. Demonstrates leadership capacity or 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 | 5 | 4 | 3 | 2 | 1 | 0 |
| d. Has the ability to provide training / instruction | 5 | 4 | 3 | 2 | 1 | 0 |
| e. Maintains acceptable performance standards | 5 | 4 | 3 | 2 | 1 | 0 |

Supervisor Comments:- _____

Employee Comments: _____

Part A 6 Security Protocols:

- | | | | | | | |
|---|---|---|---|---|---|---|
| a. Follows all appropriate procedures | 5 | 4 | 3 | 2 | 1 | 0 |
| b. Maintains appropriate relationships with staff | 5 | 4 | 3 | 2 | 1 | 0 |
| c. Maintains appropriate relationships with students & families | 5 | 4 | 3 | 2 | 1 | 0 |
| d. Reports any and all irregularities to supervisor promptly | 5 | 4 | 3 | 2 | 1 | 0 |
| e. Remains on task in assigned area unless responding to an emergency or directed by a supervisor | 5 | 4 | 3 | 2 | 1 | 0 |

Supervisor Comments:- _____

Employee Comments: _____

Supervisor Signature: _____ **Date:** _____

Employee Signature: (Does not imply agreement or disagreement) _____

Signature/Title of Reviewer: _____