

AGREEMENT

Between the

**FALL RIVER, MASSACHUSETTS
SCHOOL COMMITTEE**

and the

**FALL RIVER EDUCATORS' ASSOCIATION
UNIT C**

September 1, 2017 – August 31, 2020

INDEX

ARTICLE I RECOGNITION.....3

ARTICLE II PAYROLL & PAYROLL DEDUCTIONS.....3

ARTICLE III NEGOTIATION PROCEDURE.....4

ARTICLE IV GRIEVANCE PROCEDURE.....5

ARTICLE V SALARY & PLACEMENT ON SALARY SCHEDULE.....10

ARTICLE VI WORK HOURS, WORK DAY, WORK LOAD.....10

ARTICLE VII PROTECTION.....11

ARTICLE VIII PERSONAL INJURY BENEFIT.....12

ARTICLE IX INSURANCE AND ANNUITY PLAN.....12

ARTICLE X GENERAL.....12

ARTICLE XI LEAVES OF ABSENCE.....14

ARTICLE XII SCHOOL COMMITTEE RIGHTS.....17

ARTICLE XIII DURATION.....17

APPENDIX A SALARY SCHEDULE.....19

APPENDIX B HEALTH INSURANCE MEMORANDUM.....20

THIS AGREEMENT IS effective on September 1, 2017, by and between the Fall River, Massachusetts **SCHOOL COMMITTEE** (hereinafter referred to as the “Committee”) and the Fall River, Massachusetts **EDUCATORS’ ASSOCIATION – UNIT C** (hereinafter referred to as the “Association”).

ARTICLE I

RECOGNITION

The Committee recognizes the Association as the exclusive bargaining agent and representative in all matters of employment for all personnel engaged as School Administrative Managers by the Fall River Public Schools.

Unless otherwise indicated, the employees in the above unit will be hereinafter referred to as the “SAMs.”

ARTICLE II

PAYROLL & PAYROLL DEDUCTIONS

1. For each school year during the term of this Contract, the School Committee agrees to deduct:
 - a. Federal Income Tax
 - b. State Income Tax
 - c. Retirement
 - d. Blue Cross, Blue Shield
 - e. Regular Insurance; Optional Insurance; including Disability Insurance
 - f. Annuities
 - g. United Way Fund
 - h. Dues
 - i. General Payroll Deductions, which include the Fall River Municipal Credit Union and MTA Credit Union. Dues will be sent to the Fall River Educators’ Association. The General Payroll Deductions will be forwarded to the Fall River Educators’ Association or its designee for disbursement by the Fall River Educators’ Association or its designee according to the authorization of the member. U.S. Savings Bonds will be deducted if the same can be done by ADP, the firm which processes the School Department payroll, or the bank to which funds are deposited. If it is not possible to be done at either that firm or bank, the account shall be moved to a bank or company which can offer this service or the service will be provided.
 - j. All paychecks in Fall River will be via direct deposit.

2. The payroll list will be made available at the Administration Building to a representative of the Fall River Educators' Association for one week in October and one week in February. These weeks will be after the first payrolls in October and February.

ARTICLE III

NEGOTIATION PROCEDURE

1. No sooner than January 10th of the calendar year in which the Contract will expire, negotiations will begin at the option of the Fall River Educators' Association- Unit C. The Committee agrees to enter into negotiations with the Association over a successor Agreement in accordance with the procedure set forth herein in a good faith effort to reach agreement concerning wages, hours, and other conditions of employment. Such negotiations will include, but not be limited to, the handling of grievances, salaries, fringe benefits, student case load, work hours and work load, Use of school facilities, assignments, transfers, filling of vacancies, promotions, supplies, protection of sick leave, leaves of absence, accident benefits, health services, substitutes, professional development, and other educational development. Any agreement so negotiated will apply to all SAMs and will be reduced to writing and signed by the Committee and the Association.
2. During negotiations the Committee and the Association will present relative data, exchange points of view, and make proposals and counterproposals. The Committee shall make available for inspection by the Association such financial records, data and information of the Fall River School Department as is complete and available to any member of the public by statutory regulations. This inspection shall be made by appointment with the Superintendent or his/her designee. The Association will provide, upon request, all available pertinent information exclusive of personal files. In any event, the Committee will not be required to supply secretarial or clerical services and will not be required to compile any information to which the Association shall be entitled.
3. If the negotiations described in Article II, Section A, have reached an impasse, the procedure described in Chapter 150E of the General Laws of the Commonwealth of Massachusetts will be followed.
4. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiation. The parties mutually pledge that, subject to ratification, their representatives shall have the power

and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations.

5. The Committee agrees not to negotiate with any organization other than that designated as the exclusive bargaining agent pursuant to Chapter 150E. The Committee further agrees not to negotiate with any organization other than the Association in regards to changes in wages, hours, or other conditions of employment to become effective during the term of this Agreement.
6. This Agreement shall not be modified in whole or in part by the parties except by instrument in writing duly executed by both parties.
7. Any modification that is mutually agreeable to both parties shall be reduced to writing and signed by both parties and adopted by the Committee and the Association.
8. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or executed this Agreement.

ARTICLE IV

GRIEVANCE PROCEDURE

1. DEFINITIONS

- a. A “grievance” is a claim based upon an event or condition which affects the welfare and/or conditions of employment of an employee or group of employees and/or the interpretation, meaning or application of any of the provisions of this Agreement or any subsequent agreement entered into pursuant to this Agreement.
- b. An “aggrieved person” is the person or persons making the claim.
- c. A “party in interest” is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

2. PURPOSE

- a. The purpose of the grievance procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems affecting the welfare or working conditions of SAMs. The Committee and the Association agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- b. Nothing herein will be construed as limiting the right of any employee with a grievance to discuss the matter informally with any appropriate member of the administration and to adjust the grievance without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given the opportunity to be present at the discussion and to state its view.

3. PROCEDURE

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. The time limits specified, however, may be extended by mutual agreement.

A grievance filed on or after June 1st, which if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, shall be considered on a reduced time limit so that the grievance procedure may be completed prior to the end of the school term or as soon thereafter as is practicable.

a. Level One

An employee with a grievance will be present at the Level One hearing, and the grievant may be the spokesperson or may have a representative of the Association who will be present to be his/her spokesperson with the objective of resolving the matter informally. It will be incumbent upon the grievant or his/her representative to advise his/her principal and/or supervisor that a meeting is to take place. Should the grievance involve a decision by the Superintendent or his/her central management staff, it may be commenced at Level Two of this procedure.

b. Level Two

- i. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One or if no decision has been rendered within ten (10) days after presentation of the grievance, he/she may file the grievance in writing with the Chairperson by the Association's Committee on Professional Rights and Responsibilities (hereinafter referred to as the "PR&R Committee") within five (5) days after the decision at Level One or fifteen (15) days after the grievance was presented, whichever is sooner. Within five (5) days after receiving the written grievance, the Chairperson of the PR&R Committee will present to the Superintendent of Schools and/or his/her designee a factual written statement of what has happened concerning the alleged grievance. The statement will contain the date of the violation and describe the nature of the violation. If an individual grievance, the name of the grievant will appear on the form along with the date, location and names of the parties of interest involved in the meeting established at Level One. Failure to comply with this section shall render the grievance null and void.
- ii. The Superintendent and/or his/her designee will represent the Administration at this level of the grievance procedure. Within fifteen (15) days after receipt of the written grievance by the Superintendent and/or his/her designee, the Superintendent and/or his/her designee will meet with the aggrieved person in an effort to resolve it. Failure to comply with this section shall render the grievance resolved in favor of the Association.
- iii. If an employee does not file a grievance in writing with the Chairperson of the PR&R Committee and the written grievance is not forwarded to the Superintendent and/or his/her designee within thirty (30) days after the employee knew or should have known of the occurrence of the act or condition on which the grievance is based, then the grievance will be considered as waived. A dispute as to whether a grievance has been waived under this paragraph will be subject to arbitration pursuant to Level Four.

c. Level Three

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two or if no decision has been rendered within ten (10)

days after he/she has first met with the Superintendent and/or his/her designee, he/she may file the grievance in writing with the Chairperson of the PR&R Committee within five (5) days after a decision by the Superintendent or his/her designee or fifteen (15) days after he/she has first met with the Superintendent and/or his/her designee, whichever is sooner. Within five (5) days after receiving the written grievance, the Chairperson of the PR&R Committee will refer it to the Committee. Within twenty (20) days after receiving the written grievance, a sub-committee of the School Committee (hereinafter referred to as the "Sub-Committee") will meet with the aggrieved person for the purpose of resolving the grievance. The Superintendent and/or his/her designee will receive a list of grievances from the Association to be considered at a scheduled Level Three meeting a minimum of five days in advance of such meeting. Failure to comply with the five-day advance notice provision shall not affect the arbitrability of any grievance.

d. Level Four

- i. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three or if no decision has been rendered within ten (10) days after he/she has first met with the Sub-Committee, he/she may within five (5) days after a decision by the School Committee or fifteen (15) days after he/she has met with the Sub-Committee, whichever is sooner, request in writing the Chairperson of the PR&R Committee to submit his/her grievance to arbitration. If the PR&R Committee determines that the grievance is meritorious, it may submit the grievance to binding arbitration within fifteen (15) days after receipt of a request by the aggrieved person.
- ii. Within ten (10) days after such written notice of submission to arbitration, the Sub-Committee and the PR&R Committee will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified time period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties will be bound by the rules and procedures of the said board in the selection of an arbitrator.
- iii. The Arbitrator, so selected, will confer with the representatives of the School Committee and the PR&R Committee and hold hearings promptly and will 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, then from the date the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on issues submitted. The Arbitrator will be without power or authority to make any decisions which require the commission of an act prohibited by law or which is violative of the terms of this Agreement or which is violative of inherent power and authority of the Committee as established by law. The decision of the Arbitrator will be submitted to the Committee and to the Association and will be final and binding.

- iv. The costs for the service of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the Committee and the Association.

4. RIGHTS OF EMPLOYEES TO REPRESENTATION

- a. No reprisals of any kind will be taken by the Committee or by any member of the Administration against any party in interest, any School Representative, any member of the PR&R Committee, or any other participant in the grievance procedure by reason of such participation.
- b. Any party in interest may be represented at all stages of the grievance procedure by a person of his/her own choosing and at his/her own expense, except that he/she may not be represented by a representative or any officer of any association/union other than the Association. If the employee chooses not to be represented by the Association, the Association shall have the right to be present and to state its views at all levels of the grievance procedure.

5. MISCELLANEOUS

- a. If a grievance affects a substantial portion of the membership of a group or class of employees or more than one employee under more than one supervisor, the PR&R Committee may submit such grievance in writing to the Superintendent and/or his/her designee directly, and the processing of such grievance will be commenced at Level Two. The PR&R Committee may process such a grievance through all levels of the grievance procedure even though the aggrieved does not wish to do so.

- b. Decisions rendered at Levels One, Two, and Three of the grievance procedure will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to all parties in interest and to the Chairperson of the PR&R Committee. Decisions rendered at Level Four will be in accordance with the procedures set forth in Section 3(d).
- c. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
- d. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be jointly prepared by the Superintendent and/or his/her designee and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

ARTICLE V

SALARY & PLACEMENT ON SALARY SCHEDULE

- 1. The salaries of all employees covered by this Agreement are set forth in Appendix A.
- 2. SAMs will be paid over twenty-two pay periods.
- 3. If an employee terminates his/her employment during a work year, his/her compensation under the Salary Schedule of Appendix A shall be pro-rated. The manner in which such compensation shall be pro-rated shall be the total number of work days in active employment status as it relates to the total number of days in the SAMs' Work Year, as defined in Article VI.
- 4. All SAMs shall be placed on the appropriate step of the salary schedule based upon experience in the Bargaining Unit.

ARTICLE VI

WORK HOURS, WORK DAY, WORK LOAD

- 1. The regular work day for SAMs shall be for a total of no more than seven hours and thirty-five minutes. For SAMs at Durfee, such hours shall be from 7:15AM to 2:50PM. At Henry Lord, such hours shall be from 7:30AM to 3:05PM.

2. Within the work day, there shall be included a thirty (30) minute duty free lunch period (SAMs may sign-out and leave the building for lunch).
3. The work year for SAMs shall consist of 185 days: 180 student days and 5 days prior to the start of the student school year, inclusive of the professional development day.
4. SAMs will attend one (1) parent teacher conference night, the scheduling of which shall be coordinated with the Vice Principal.
5. SAMs will attend one (1) one-hour staff meeting per month.
6. On ½ day professional development days, SAMs are allowed to leave at the same time as students. SAMs are not required to come in on scheduled full day professional development days, with the exception of the one PD day scheduled prior to the start of the student year.
7. Since SAMs must complete their daily responsibilities, SAMs will be used as a substitute only as a last resort.
8. Administration will confer and communicate with SAMs, Assistant Principals, and other necessary staff to discuss assignment of duties when the clerk is absent.

ARTICLE VII

PROTECTION

1. SAMs will immediately report in writing all cases of assault suffered by them in connection with their employment to the principal and the Superintendent of Schools.
2. This report will be forwarded to the Committee which will comply with any reasonable request from the SAMs for information in its possession relating to the incident or the persons involved and will act in appropriate ways as liaison between the SAM, the police, and the courts.
3. In criminal or civil proceedings brought against a SAM alleging that he/she committed an assault in connection with his/her employment, the Committee will upon request of the SAM, furnish legal counsel to defend him/her in such proceedings. Such request must be made in writing to the Superintendent of Schools or the Assistant Superintendent. Within 48 hours of receipt of such request, the Superintendent of Schools or his/her designee shall notify the SAM of the means by which legal counsel will be furnished.

ARTICLE VIII

PERSONAL INJURY BENEFIT

1. Whenever a SAM is absent from school as a result of personal injury to him/her caused by an accident or assault upon him/her occurring in the course of his/her employment, during any period for which weekly total incapacity compensation is payable under Massachusetts General Laws, Chapter 152, Section 69 as amended will apply.
2. The Committee will reimburse SAMs for the cost of medical, surgical, or hospital services (less the amount of any public or private insurance reimbursement) incurred as the result of any injury sustained in the course of his/her employment. These benefits are to be limited to such amounts as may legally be paid under the provisions of the Workmen's Compensation Act.

ARTICLE IX

INSURANCE AND ANNUITY PLAN

1. The Committee will pay the maximum percentage permitted by law of the cost of the following types of insurance coverage:
 - a. A \$5,000 term life insurance plan and a \$5,000 accidental death and dismemberment policy. Upon retirement \$5,000 life insurance without the accidental and dismemberment policy;
 - b. The City of Fall River and the Fall River Public Employees Committee, of which the Association is a member, have entered into a separate agreement regarding health insurance (see Appendix B).
2. SAMs will be eligible to participate in a "tax sheltered" Annuity Plan established pursuant to the United States Public Law No. 87-370.

ARTICLE X

GENERAL

1. There will be no reprisals of any kind taken against any SAM by reason of his/her membership in the Association or participation in its activities.
2. The representatives of the Association will be relieved from all regular duties without loss of pay as necessary in order to permit their participation in negotiation meetings between the Committee and the Association scheduled during a school day. When it is

necessary for representatives of the Association to schedule meetings during the school 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 President of the Association, be released as necessary without loss of pay in order to permit participation in such meetings. Any SAM whose appearance in such investigation, meetings, or hearings as a witness is necessary will be accorded the same right. The Association agrees that these rights will not be abused. The Superintendent will make every effort to comply with all reasonable requests.

3. SAMs will be entitled to full rights of citizenship, and no religious or political activities of any SAMs or the lack thereof will be grounds for any discipline or discrimination with respect to the professional employment of such SAM.
4. The Committee will, upon request, provide the Association with any document which will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the SAMs and their students, together with any other available information which may be necessary for the Association to process grievances under this Agreement.
5. The Association will be provided with copies of the minutes of open official Committee meetings and all other printed materials that are distributed to Committee members at open official meetings as soon as possible after such meetings. Copies of the agenda of each School Committee meeting, either regular or special, shall be mailed to the Association at the same time as they are sent to the members of the Committee.
6. Copies of this Agreement will be printed at Committee expense and a copy given to each SAMs within sixty (60) days of the signing of this contract.
7. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such a provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
8. The officers of the Fall River Educators' Association or their designated representatives shall be granted up to fifteen (15) days leave for conferences sponsored by the Massachusetts Teachers' Association or other educational conferences deemed to be in the interest of the Association. This leave will not be deducted from either personal leave or sick leave of the involved members of the Association. Leave under this provision shall be limited to eight (8) bargaining unit members on any one day. Additional leave

under this provision may be granted at the discretion of the Superintendent or his/her designee.

9. Two members of the Fall River Educators' Association Election Committee will be given half-day release time from school to distribute and collect ballots on Fall River Educators' Association election-day.
10. The Fall River Educators' Association President, if requested will be given a year's leave of absence without pay.
11. Within thirty (30) days of the signing of this Agreement and within thirty (30) days of the opening date of school in subsequent years, the School Committee shall submit to the Association a seniority list of all Unit C members.
12. Prospectively, seniority shall be defined as the length of continuous service within Unit C.

ARTICLE XI

LEAVES OF ABSENCE

1. SICK LEAVE

- a. Annual sick leave with full pay shall be granted to all members at the rate of fourteen (14) school days per ten-month school year.

Sick leave shall accrue at the rate of 1.4 days per month. Employees may use that school year's sick leave prior to its accrual up to fourteen (14) days. If an employee borrows leave in advance and then separates from employment prior to earning such sick leave, the employee agrees to have the dollar amount of used but unearned sick days prorated (at 1/183) and deducted from their final paycheck. For the 2017-2018 school year only, those members retiring that year will be granted their sick leave allotment of fourteen (14) days on the first day of school.

Unused sick leave may be accumulated from year to year without limit.

- b. Employees have a responsibility for limiting their use of personal sick leave to the legitimate purposes as provided by this Agreement. It is agreed that the Employer has a right and responsibility to monitor sick leave and verify that sick leave is restricted to legitimate use. The Employer may take progressive discipline in instances of misuse of sick leave. To that end, in the case where the Employer substantiates cause to suspect abuse by an employee who has used at least twelve (12)

sick days in one school year, or has exhibited a pattern of sick leave abuse, the Employer may require such employee to provide written documentation from a qualified physician.

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

The Superintendent, or his/her designee, may require an employee who is on sick leave for five(5) or more consecutive work days to provide a written statement from a qualified physician that the employee is able to return to work.

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

2. BEREAVEMENT LEAVE

- a. In the event of a death in the immediate family, SAMs shall be entitled to a leave of absence for five (5) consecutive school days at time of death in immediate family without loss of salary or loss of credit from annual or cumulative leave. The term immediate family shall include spouse, parent, grandparent, grandchild, child, sibling, or such in-laws and such step-family members, and a live-in companion.

In the case of the death of an aunt, uncle, niece, or nephew an absence of one (1) calendar day to attend the funeral. No bereavement leave will be paid for any day during school vacation weeks.

3. PERSONAL LEAVE

- a. SAMs will be entitled to three (3) days for personal, legal, business, household, or family matters that require absence during school hours. Such leave will not be cumulative. Unused personal days will be added to the employee's accumulated sick leave.
- b. No more than two (2) personal days may be taken consecutively. In the event of emergency or special circumstances, the Superintendent may grant approval for the use of three (3) consecutive personal days. This decision will be final and non-grievable.

- c. Members may use personal leave in half-day increments (3.5 hours). Personal days may only be used to lengthen a holiday or vacation on one end, not on both ends, and only for one (1) day.
- d. Notification of intent for personal leave will be made in writing on a standardized form to the building principal at least forty-eight (48) hours before taking such a leave, except in the case of an emergency. The applicant for such leave will not be required to state the reason for taking such leave other than that they are taking it under this section.
- e. For members hired prior to September 2017 who have previously accumulated personal days, these accumulated days shall be honored in the following ways, subsequent to the members' depletion of the annually allotted three (3) personal days: by rolling them into accumulated sick leave and/or by using the accumulated personal leave as stipulated above, not to exceed four (4) additional days per year in no more than two (2) day increments. FREA members who have accumulated ten (10) or more personal days as of June 30, 2017 may also elect to be compensated for all days in excess of ten (10) at the rate of \$200 per day.

4. MATERNITY BENEFITS AND CHILD REARING

- a. Any woman who leaves a SAM position in the employ of the School Committee for the purpose of giving birth to a child or adopting a child and who shall give reasonable notice to the School Committee 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 months of her departure date, or in the event of a miscarriage within six 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.
- b. Any woman shall be entitled to twelve (12) weeks maternity leave, fourteen (14) weeks Caesarian section, with pay if the SAM has enough sick leave on the books.
- c. The employer may require that the employee produce medical certification that she is physically able to resume her work before returning to the job.

- d. 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 cases when such employee returns, her seniority date will remain the same as it was prior to her maternity leave. Any person on leave for a full school year under this section shall not be credited with sick leave accrual for that year.
- e. Child rearing leave will be granted to any SAM caring for his/her natural or adopted child without pay and under the same conditions as maternity benefits. If both parents are members of the Bargaining Unit, only one (1) such parent shall be granted such leave at the election of such parent.

ARTICLE XII

SCHOOL COMMITTEE RIGHTS

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

ARTICLE XIII

DURATION

- 1. The Agreement shall take effect as of September 1, 2017 and all provisions and benefits contained herein shall become effective as of said date, unless otherwise specified by the parties, and shall remain in full force and effect until August 31, 2020 and shall further continue in effect from day to day thereafter until a successor agreement is duly executed by the parties. Either party may serve upon the other, in writing, not later than January 10th of the calendar year in which the contract will expire, notice of its desire to change or amend the terms and conditions of the Agreement. Notice of a desire to modify the agreement shall not be considered notice of a termination of the agreement.
- 2. The Association and the Committee agree to take steps necessary to implement the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this 20th day of June, 2018.

**FALL RIVER, MASSACHUSETTS
SCHOOL COMMITTEE**

BY:

Mayor Jasiel F. Correia, Chairperson

Mark Costa, Vice-Chairperson

Joseph Martins

Kevin Aguiar

Paul Coogan

Josh Hetzler

Thomas Khoury

**FALL RIVER, MASSACHUSETTS
EDUCATORS' ASSOCIATION UNIT C**

BY:

Rebecca Cusick, President, FREA

**ATTORNEY FOR THE
FALL RIVER, MASSACHUSETTS
SCHOOL COMMITTEE**

BY:

Bruce A. Assad, Legal Counsel

APPENDIX A

SALARY SCHEDULE

	B	B+15	B+30	B+45	M
1	30,300	30,906	31,524	32,155	32,798
2	30,906	31,524	32,155	32,798	33,454
3	31,524	32,155	32,798	33,454	34,123
4	32,155	32,798	33,454	34,123	34,805
5	32,798	33,454	34,123	34,805	35,501

*SAMs will be placed on the appropriate step and column according to their credentials and years of experience.

APPENDIX B

**Memorandum of Understanding Between
The City of Fall River and Public Employee Committee**

It is agreed by and among the City of Fall River ("City") acting by and through its Mayor and the Public Employee Committee ("PEC") as follows:

I. Parties to the Memorandum

Parties to this Memorandum of Understanding (Memorandum) are:

- A. The City of Fall River, with a principal address of 1 Government Center, Fall River, MA referred to as the “City” from this point forward; and
- B. The Public Employee Committee referred to as the “PEC” from this point forward. The PEC includes a representative of each collective bargaining unit with the City and a retiree representative. Specifically, the PEC consists of the following representatives:

Bargaining Unit	Representative of each Collective Bargaining Unit
<p><i>School</i> AFSCME – American Federation of State, County, and Municipal Employees</p>	<p>Sandra St. Martin President of Local 1118 Sstmartin@fallriverschools.org</p>
<p>FREA - Fall River Educators Association</p>	<p>Rebecca Cusick, President president@fallrivereducators.org</p>
<p>FRAA - Fall River Administrators Association (Fall River Public Schools)</p>	<p>George Ackley, President gackley@fallriverschools.org</p>

**FRPPA – Fall River Federation
of Paraprofessionals Fall River
School Department**

Patricia A. Demeule, President
pdemeule@fallriverschools.org

**FRCA –Fall River Clerical
Association Fall River School
Department**

Elizabeth Lord-Correia, President
elord@fallriverschools.org

**SGVT - Director of Early
Childhood Government
Programs**

Barbara Allard,
ballard@fallriverschools.org

City

**Fall River Police Association
Local 1854**

Peter Da Luz, Treasurer,
pdluz@comcast.net

**Fall River Fire Fighters, Local
1314**

James Cusick, Secretary,
JWCHR1@comcast.net

**Fall River Police Superior
Officers' Association**

**Joseph Castro, Union Vice-
President,**
JosephECastro@comcast.net

**AFSCME – American
Federation of State, County,
and Municipal Employees**

Tracy Wright, President
tracyw@fallriverma.org

Teamsters Local 251

Robert DeSoto, Union Steward
Roc.ko@aol.com

**LAW- Labor Advantage
Workers (nurses and
custodians)**

Linda Saravo
lsaravao@fallriverma.org

Retirees

Retirees Association

**Robert Camara,
Rcamara16@verizon.net**

C. City and PEC are hereinafter collectively “Parties”.

II. Purpose

The purpose of this memorandum is to specify and delineate the finalized understanding the City’s Health Plan Design (hereinafter “HPD”) between the City and the PEC, as duly ordained and authorized under section 21-23 of Massachusetts General Laws Chapter 32B. The parties to this memorandum agree to participate in this new HPD.

III. Term of the Memorandum

The effective date of this memorandum shall be July 1, 2014. The terms of this plan shall remain in effect until June 30, 2018.

IV. Health Care Plan Benefits

After, a process deemed and agreed to have complied with the procedural process and requirements of Sections 21-23 of Chapter 32B of the General Laws, the City and the PEC have agreed that, effective August 1, 2014, the cost sharing features of the non-Medicare health plans (Blue Cross Blue Shield Blue Care Elect, Blue Choice, and Network Blue New England) offered by the City shall be changed. Effective August 1, 2014 the City will offer two (2) non-Medicare Plans. These plans are Blue Care Elect Deductible Plan and HMO Blue New England Health Options v.4. Furthermore the City will continue being a self-insured plan with Blue Cross. Effective August 1, 2014 retirees enrolled in Medex will be enrolled in the Blue CareRX (PDP) plan. (See attachments A, B and C for Plan Designs).

V. Amendment of the Memorandum

This memorandum may be amended at any time by mutual agreement of all the parties. Such amendments shall not be binding upon any party unless it is in writing and signed by personnel authorized to bind each of the parties.

- VI. The City agrees that between August 1, 2014 and June 30, 2018 it will make no further changes to the HPD co-payments. The City further agrees that during that period it will make no changes to the contribution ratios (75% City contribution/25% Employee contribution) that apply to the HPD that it offers to its subscribers.
- VII. The PEC signatories to this agreement attest to the fact that they are representative of their respective collective bargaining unit and deem all prerequisites to the execution of this agreement as deemed met.
- VIII. It is agreed that the provisions of this agreement shall supersede any contrary provisions of any collective bargaining agreement and that all references to co-payments or other cost-sharing features in all collective bargaining agreements shall be null and void and shall be considered to be physically removed from such collective bargaining agreements to the extent they exist. The Parties agree as follows:
- a. The City and the IAC/PEC have the option to put the health plans out to bid in any plan year. The City may not implement the GIC plans unless the GIC cost savings is greater than 7.5% and the City follows the legislative process outlined in MGL Chapter 32B, Sections 21-23. This does not preclude the City from entering into a contract with other insurance companies for equivalent health care plans if the competitive bid process generates rates less than the BCBS renewal;
 - b. Due to significant cost reduction in premium costs, the City will no longer pay the \$26.88 subsidy currently paid to eligible retirees;
 - c. Effective August 1, 2014 the City shall implement the plan design changes set forth with Blue Cross Blue Shield of MA for active City employees and retirees. Active Employees and non-Medicare eligible employees will subscribe to the HMO Blue New England Health Options v.4. Employees who are currently enrolled in Blue Care Elect may choose to be grandfathered under the new Blue Care Elect Deductible Plan or enroll into the HMO Blue New England Health Options v. 4 plan. To be eligible to enroll in Blue Care Elect, any existing employee or newly hired employee and non-Medicare eligible retiree after 8/1/2014 must reside outside of the New England service area. Anyone currently enrolled in the Blue Care Elect Plan (PPO) will be grandfathered and can remain on the new PPO Deductible Plan regardless of their residency. Effective 8/1/14 active employees and non-Medicare eligible retirees must show proof of residency outside of New England to be eligible for Blue Care Elect Deductible

Plan. (voter registration, tax return, utility bill, driver's license or other similar document). If you reside in the New England service area you must enroll in the HMO Blue New England Options v. 4 plan. Eligibility for the Blue Care Elect Deductible Plan extends to any subscriber that has a dependent residing outside New England.

- d. Retirees enrolled in Medex will be enrolled in the BlueCareRx (PDP) plan with a prescription drug tier of 10/20/35 with two times for mail order . A new card will be issued for the prescriptions;
- e. The City will continue to provide Fall River Meds/CanaRx with the following contribution shares:
 - i. August 1, 2014 – July 31, 2015: zero (0) percent employer and one hundred (100) percent employee, paid out of the Employee Trust Fund (employer's share of seventy-five (75) percent of cost to be reimbursed in accordance with VIII f-i below); and
 - ii. July 31, 2015 – June 30, 2018: seventy-five (75) percent employer and twenty-five (25) percent employee.
- f. The City shall provide mitigation as follows:
 - i. On 8/1/2015, the City shall reimburse to the Employee Trust Fund, their portion of the cost (seventy-five (75) percent of the contribution share) of CanaRx for 8/1/2014 through 7/31/2015;
 - ii. On 7/1/2016 the City shall provide \$750,000 to the Employee Health Care Mitigation Fund;
 - iii. On 7/1/2017 the City shall also provide an additional \$750,000 to the Employee Health Care Mitigation Fund;
 - i. Any balance left over in the Employee Health Care Mitigation Fund at the end of a fiscal year shall rollover to the next fiscal year;
 - ii. The City's Insurance Advisory Committee ("IAC") shall determine how the Employee Health Care Mitigation Fund is used.
- g. Claims in any plan year shall be shared between the Employee Trust Fund and the Employer based on the current seventy-five (75) percent employer, twenty-five

(25) percent employee split if the City terminates its self-insured plan and implements an insured plan;

- h. An audit of the City's Health Insurance Accounts may be performed by an accountant selected by the IAC. The cost of the audit will be paid in full from the Employee Trust Fund;
- i. The City will provide the monthly Employee Trust Fund account balance to the IAC and its designated consultant with all supporting documentation at the IAC's monthly meetings. The IAC will provide a detailed list of requested information in writing at a subsequent meeting;
- j. Blue Cross Blue Shield MA shall provide twenty-six (26) informational sessions to bargaining unit members and retirees;
- k. Should the IAC elect to establish a Healthcare Reimbursement Account (HRA) using funds from the Employee Health Care Mitigation Fund, the IAC and the City shall meet on or about January 1, 2016 to discuss each party's share of the administrative cost of the HRA.
- l. The Insurance Advisory Committee meetings will be held when necessary but not less than monthly at the request of the Chairperson of the Insurance Advisory Committee, at which time the monthly financial records, Employee Trust Fund Bank Statements, and all reconciled reports of the Employee Trust Fund will be submitted.
- m. The PEC/IAC may hire and assume the cost of its own Health Insurance Consultant to periodically analyze the City's health insurance plans.
- n. If the City and IAC mutually agree, in accordance with Article V of this Agreement, to employ the same Health Insurance Consultant, then the City and IAC shall be responsible for seventy-five percent (75%) and twenty-five percent (25%) of the cost respectively. Should the city and the IAC not agree then both parties will assume 100% of the cost for their respective consultants.

ENTIRE AGREEMENT

This contract, represents all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto.

CONFORMANCE

If any provision of this agreement violates any statute or rule of law of the Commonwealth of Massachusetts it is considered modified to conform to that statute or rule of law.

THIS MEMORANDUM OF UNDERSTANDING, consisting of seven pages, is executed by the persons signing below who warrant that they have the authority to execute the Memorandum of Understanding.

City of Fall River

By: Jasiel F. Correia II, Mayor Date

By: Cathy Ann Viveiros, City Administrator Date

By: Madeline Coelho, Director of Administrative Services/ Human Resources Date

By: Gary P. Howayeck, Esq., Office of the Corporation Counsel Date

Public Employee Committee:

School

AFSCME – American Federation of State, County, and Municipal Employees,
Through its Authorized Agent,

Sandra St. Martin, President of Local 1118

Date

FREA - Fall River Educators Association,
Through its Authorized Agent,

Rebecca Cusick, President

Date

FRAA - Fall River Administrators Association (Fall River Public Schools),
Through its Authorized Agent,

George Ackley, President

Date

FRPPA – Fall River Federation of Paraprofessionals Fall River School Department,
Through its Authorized Agent,

Judith Couto, Vice President

Date

FRCA –Fall River Clerical Association Fall River School Department,
Through its Authorized Agent,

Elizabeth Lord-Correia, Vice President

Date

SGVT - Director of Early Childhood Government Programs,
Through its Authorized Agent,

Barbara Allard

Date

City

Fall River Police Association Local 1854,
Through its Authorized Agent,

Peter Da Luz, Vice President

Date

Fall River Fire Fighters, Local 1314,
Through its Authorized Agent,

James Cusick, Secretary

Date

Fall River Police Superior Officers' Association,
Through its Authorized Agent,

Joseph Castro, Union Steward

Date

AFSCME – American Federation of State, County, and Municipal Employees,
Through its Authorized Agent,

Tracy Wright, Treasurer

Date

Teamsters Local 251,
Through its Authorized Agent,

Robert DeSoto, Union Steward

Date

LAW- Labor Advantage Workers (nurses and custodians),
Through its Authorized Agent,

Linda Saravo

Date

Retirees

Retirees Association,
Through its Authorized Agent,

Robert Camara

Date

**Addendum
Memorandum of Understanding
Between
The City of Fall River and
Public Employee Committee**

The City of Fall River and the Public Employee Committee (PEC) agree to amend the Memorandum of Understanding (MOU) between the parties dated June 30, 2014 through this Addendum, as follows:

In exchange for the PEC agreement to transfer eligible members currently residing in Massachusetts and Rhode Island, from the Blue Care Elect (PPO) plan to the Network Blue (HMO), effective July 1, 2017, the parties agree as follows:

1. Only non-Medicare eligible retirees, subscribers with or without dependents who reside outside of the area of Massachusetts and Rhode Island shall be allowed to enroll in the Blue Care Elect Plan. It is understood that this plan shall only be available to subscribers with or without dependents who reside outside of this area.
2. The term of the current MOU, Section III, shall be extended until June 30, 2021.
3. Section V of the MOU shall be amended by adding the following conditions:

The parties agree that if there is any change that imposes a substantial financial burden, exclusively or disproportionately, on the Employer or Employee Trust funds, or if any of the plans offered by the City during the life of the 2014-2021 PEC agreement are reasonably expected to result in the triggering of the excise tax, the Parties shall meet as soon as practicable and shall mutually agree to make acceptable changes to the then current plan design in order to avoid triggering the excise tax. Plan design changes shall be duly considered and negotiated in accordance with the process outlined in Chapter 32B sections 21-23.

4. The parties acknowledge that the use of mitigation funds shall be recommended by the IAC or PEC for approval by the PEC.

For the City

By: Jasiel F. Correia II, Mayor

Date

By: Cathy Ann Viveiros, City Administrator

Date

By: Madeline Coelho, Director of Administrative Services
Human Resources

Date

By: Joseph I. Macy, Corporation Counsel

Date

Public Employee Committee:

School

AFSCME – American Federation of State, County, and Municipal Employees, Through its Authorized Agent,

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FRPPA – Fall River Federation of Paraprofessionals Fall River School Department,
Through its Authorized Agent,

Stacy Alves, President

Date

FRCA – Fall River Clerical Association Fall River School Department, Through its
Authorized Agent,

Elizabeth Lord-Correia, President

Date

City

EMS Union

Andrew Almeida, Vice President

Date

Fall River Police Association Local 1854, Through its Authorized Agent,

Peter Da Luz, Patrolman’s Union Treasurer

Date

Fall River Fire Fighters, Local 1314, Through its Authorized Agent,

James Cusick, Representative

Date

Fall River Police Superior Officers’ Association, Through its Authorized Agent,

Joseph Castro, Vice President

Date

AFSCME – American Federation of State, County, and Municipal Employees, Through
its Authorized Agent,

Tracy Wright, Executive Board Member

Date

