

AGREEMENT

Between the

FALL RIVER, MASSACHUSETTS

SCHOOL COMMITTEE

and the

FALL RIVER EDUCATORS' ASSOCIATION

UNIT B

September 1, 2021 – August 31, 2024

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THIS AGREEMENT IS effective on September 1, 2022, by and between the Fall River, Massachusetts **SCHOOL COMMITTEE** (hereinafter referred to as the “Committee”) and the Fall River, Massachusetts **EDUCATORS’ ASSOCIATION – UNIT B** (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 Certified/Licensed Occupational Therapy Assistants, Physical Therapy Assistants, Speech and Language Pathology Assistants, and Licensed Practical Nurses by the Fall River Public Schools.

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

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 November 10th of the calendar year prior to the year in which the Contract will expire, negotiations will begin at the option of the Fall River Educators' Association- Unit B. 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 certified/licenses occupational therapy assistants, physical therapy assistants, and licensed practical nurses 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 Assistants. 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. The annual salary of employees will be computed in twenty-six (26) equal paychecks. During the work year, Assistants will be paid every other week. Assistants shall be paid all of the salary remaining outstanding to them for the summer vacation months in a lump sum ("balloon check"). Such "balloon check" will be included in the last paycheck in June of that respective work year. If the Assistants work year extends beyond the last regular payday in June, then the "balloon check" will be paid no later than the last working day of that school year.
- 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 Assistant's Work Year, as defined in Article VI.

4. All members shall be placed on the appropriate step of the salary schedule based upon experience in the Bargaining Unit, however newly hired assistants may be given credit for previous experience as an assistant in another school setting.
5. If a member transfers from one assistant position to another assistant position within the Fall River Public Schools, she/he will receive full credit for those years of experience.

ARTICLE VI

WORK HOURS, WORKDAY, WORKLOAD

1. The regular workday for assistants shall be 6 hours and 30 minutes, starting no earlier than 7:00 am and ending no later than 4:00 pm.
2. Within the workday, there shall be included
 - a. One (1) fifteen (15) minute morning break;
 - b. A thirty (30) minute duty free lunch period
3. The work year for assistants shall consist of the same number of workdays as Unit A (Teachers).
4. Therapy assistants will not be required to supervise recess or perform other non-therapy duties.
5. On professional development days, assistants shall attend relevant professional development offered or work preparing their own work and materials.

ARTICLE VII

THERAPY ASSISTANT ASSIGNMENTS

1. Therapy assistants will be notified in writing of their assignment/caseload for the coming year, including the schools to which they will be assigned, not later than the end of the school year. All therapy assistants will receive a case list of students to be served and any known medical problems upon the opening of school or as soon as it is available.
2. Subsequent changes to case assignments may be made because of enrollments, staff turnover, or program exigencies. Therapy assistants will be notified in writing within five (5) days of such changes.
3. Therapy assistants who are assigned to multiple buildings shall be reimbursed for the travel time for carrying out their assignments at the rate of five dollars (\$5.00) per day.

Therapy assistants who were assigned to multiple buildings prior to 2012 shall receive a one-time lump sum payment of two hundred and fifty dollars (\$250.00) at the end of the 2017-2018 school year.

4. Therapy assistant case assignments will be made without regard to race, creed, color, religion, nationality, sex, marital status, age or handicap.
5. Therapy assistants are expected to notify the Superintendent or his/her designee within two (2) weeks prior to their knowledge of anticipated termination of service in Fall River. The therapy assistant will be retained until the two (2) weeks have expired, unless there is mutual agreement to end employment prior to the two (2) week period.
6. Therapy Assistant caseloads shall be limited by the following constraints:
 - a. Speech Language Pathologist Assistants (SLPAs) caseload shall be no greater than 55 students.
 - b. Certified Occupational Therapist Assistants (COTAs) caseload shall be no greater than 55 students.
 - c. Physical Therapist Assistants (PTAs) caseload shall be no greater than 45 treatments.

ARTICLE VIII

TRANSFERS AND VACANCIES

1. TRANSFER/REASSIGNMENT

- a. **DEFINITION** – A transfer or reassignment is defined as a change in the work assignment and/or building assignment of a staff member. Transfers and reassignments are changes leading to a work position which is comparable to the previous assignment.
- b. Assistants who desire a transfer to another building for the next school year shall file a written statement of such desire with the Superintendent of Schools.
- c. No involuntary transfers of employed assistants and no assignment of new assistants will be made until all transfer requests have been considered.
- d. In the event an involuntary transfer is necessary, the least senior assistant shall be the employee transferred.

- e. Whenever a reduction in the number of assistants in a school is necessary, assistants in that school will be considered first for transfer.
- f. An assistant being involuntarily transferred or reassigned will be given a reason, upon request.
- g. In the event that two (2) or more assistants with equal qualifications apply for a voluntary transfer or assignment, seniority in the Fall River Public Schools will be the determining factor.
- h. **NOTICE** – Notices of transfers or reassignments which will be effective at the beginning of the school year will be given to staff in writing prior to the start of the school year. In addition, the program director or supervisor will contact staff who might be transferred and discuss proposed changes.

2. Vacancies/New Positions

- a. When vacancies occur and new positions are required, notice of said vacancies and new positions shall be posted, at least ten (10) days prior to the Superintendent's action, and will be displayed at the Administration Building and emailed to members of the bargaining unit.
- b. Qualifications, requirements, duties, salaries and other pertinent information shall be included in the notice and will not be changed prior to an appointment to a vacancy or new position unless the president of the Association has been notified in advance of such changes.
- c. Assistants who desire to fill any posted assistant vacancy may apply, in writing, to the Superintendent.
- d. Qualified assistants in the Fall River School System, covered by this Agreement, will be given consideration for all openings. In the case of two equally qualified applicants, preference would be given to the internal applicant.
- e. In the event that two (2) or more applicants have equal qualifications, seniority shall be the determining factor.
- f. A list of all known vacancies for September shall be posted by June 15th of the prior year.

ARTICLE IX

FACILITIES/SUPPLIES

1. Every assistant will have the use of any furnished lounges and workrooms commonly used by teachers.
2. Therapy assistants, wherever possible, will have a designated and secure space to store their equipment and supplies as well as a designated workspace, for preparation of materials and the performance of their job duties. Such workspace should be large enough to accommodate therapy equipment (mats, NDT balls, suspension equipment) and wherever possible, include a telephone, sink, desk, and storage cabinets and should be a private space that protects the rights and privacy of the students.

ARTICLE X

PROFESSIONAL & EDUCATIONAL DEVELOPMENT

1. To encourage professional growth, the Employer will pay the reasonable expenses (including fees, meals, lodging and transportation) incurred by teachers who, with approval of the Superintendent, attend workshops, conferences, or other professional improvement sessions. Participation in district-based professional development opportunities outside of the contractual school year/day shall be voluntary. Incentives to pursue professional growth opportunities shall be offered, such as but not limited to; stipend/honorarium, PDPs, graduate credits at a reduced cost or no cost to the educator, and/or the negotiated hourly rate.
2. In recognition of the fact that assistants must take continuing education classes that are not offered by the Fall River Public Schools, the District will reimburse a therapy assistant up to \$250.00 per year for courses, workshops, conferences, seminars, and trainings taken in a related field.
3. To the extent possible, the District will provide ongoing professional development that recognizes the specific needs and expertise of therapy assistants. In recognition that all educators must have professional development in the area of therapy, training will be open to all educators if space is available.
4. When presenting during time devoted to professional development by the District, assistants shall be compensated for preparation at the rate of one (1) hour of preparation time to one (1) hour of presentation time plus one (1) additional hour of presentation preparation (1:1 +1). Compensation shall be at the negotiated hourly rate. If professional

development takes place outside of the normal school day or outside the 183-day work year, teachers will be compensated for presentation time in addition to the preparation time (as described above) at the negotiated hourly rate. Said compensation for preparation and/or presentation time shall not apply to teachers whose job description requires them to present at professional development sessions.

5. MENTORING - A committee will be established in the school year to explore mentoring programs for incoming assistants.
6. The district may periodically schedule a 2-hour meeting for therapy assistants after school hours. Attendance at such meetings shall be voluntary and those assistants electing to attend shall be compensated at the contractual hourly rate.

ARTICLE XI

PROTECTION

1. Assistants 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 assistant for information in its possession relating to the incident or the persons involved and will act in appropriate ways as liaison between the assistant, the police, and the courts.
3. In criminal or civil proceedings brought against an assistant alleging that he/she committed an assault in connection with his/her employment, the Committee will upon request of the assistant, 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 teacher of the means by which legal counsel will be furnished.

ARTICLE XII

PERSONAL INJURY BENEFIT

1. Whenever an Assistant 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 Assistants 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 XIII

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. Assistants will be eligible to participate in a "tax sheltered" Annuity Plan established pursuant to the United States Public Law No. 87-370.

ARTICLE XIV

GENERAL

1. There will be no reprisals of any kind taken against any Assistant 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 Assistant 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. Assistants will be entitled to full rights of citizenship, and no religious or political activities of any assistant or the lack thereof will be grounds for any discipline or discrimination with respect to the professional employment of such assistant.
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 assistants 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 assistant 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 B members.
12. Prospectively, seniority shall be defined as the length of continuous service within Unit B.
13. Assistants may elect to hold a part time position with the approval of the superintendent.
 - a. Full time employment for members of this unit is 32.5 hours
 - b. Compensation shall be adjusted proportionally based on time worked.
 - c. Sick and personal leave shall accumulate at the rates defined in this agreement adjusted proportionally to the time worked and rounded to the nearest half day.
 - d. Part time employees may not be eligible for insurance benefits if they do not maintain the required number of hours per week.
 - e. Assistants will not be forced to take a part time position if it is necessary for the school committee to reduce the number of assistants.

ARTICLE XV

LEAVES OF ABSENCE

1. SICK LEAVE

- a. The term “sick leave” shall apply to time off for illness, maternity/paternity leave, or leave taken to care for a sick member of the immediate family. The term “immediate family” shall include: father, mother, brother, sister, spouse, child, grandparents, grandchildren, father-in-law, mother-in-law, or member of the immediate household.
- b. Annual sick leave with full pay shall be allowed all assistants at the rate of fourteen (14) days per year.
- c. Unused sick leave may be accumulated from year to year without limit.
- d. Assistants must notify their supervisor when they are out sick. Employees who are absent for five (5) consecutive days or more, may be required to submit a physician’s report.

- e. Employees with perfect sick leave attendance from day one (1) to ninety-one (91) of the school year shall receive \$200. Employees with perfect sick leave attendance from day ninety-one (91) until the last day of the school year shall receive \$200.

2. BEREAVEMENT LEAVE

- a. In the event of a death in the immediate family, assistants 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 father, mother, brother, sister, spouse, child, grandparents, father-in-law, mother-in-law, or member of the immediate household.
- b. The Superintendent shall have the power to excuse an assistant for one day's absence to attend the funeral of a relative, not herein covered, without loss of pay, but such absence shall be deducted from the number of sick leave days to the credit of the assistant.

3. PERSONAL LEAVE

- a. Assistants 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 assistant 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 assistant 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 assistant 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.

5. PARENTAL LEAVE BANK

- a. The parental leave bank is for use by eligible members of the professional staff covered by this Agreement who have exhausted their own accumulated sick leave and would therefore have an unpaid portion of their parental leave.
- b. By October 1 of each school year, unit members may volunteer to have their sick leave reduced by up to 15 days, and those days will be deposited into the Parental Leave Bank. In the event the bank is exhausted during the term of this Agreement, all qualified members will be asked to voluntarily have their sick leave accumulation reduced by another day, and that day shall be deposited in the bank to be used as provided in paragraph A above.
- c. The initial grant of parental leave by the parental leave bank committee to an eligible employee shall not exceed thirty (30) days.
- d. Eligibility for days from the Parental Leave Bank: An applicant must be a FREA member in good standing and must otherwise meet the conditions of parental leave as provided in M.G.L. c. 149, §105D. The member must have been employed by the District for a minimum of one (1) school year to receive the full benefit.
- e. All requests of the Parental Leave Bank must be submitted to Human Resources and the FREA, in writing.
- f. Granting of days from the Parental Leave Bank will be automatic upon submission of evidence of birth or adoption and verification that the member has exhausted sick days.

ARTICLE XVI

SUPERVISING OF STUDENT THERAPY ASSISTANTS

1. A therapy assistant may accept or reject assignment as a supervising therapy assistant for a student therapy assistant. If a therapy assistant accepts assignment as a supervising therapy assistant for three or more weeks, this assignment shall be recognized for three (3) credits or stipends of three hundred dollars (\$300) at the option of the School Committee. If three (3) credits are granted, said credits will apply for horizontal movement on the salary schedule. The School Committee, wherever possible, will assign one (1) supervisory therapy assistant. If this is not possible, the three hundred dollars (\$300) or the three (3) credits will be divided pro-rata according to the time involvement of the assigned therapy assistants. The assignment of the therapy assistant will be on a rotating basis subject to the ability of the therapy assistant to supervise. No student therapy assistant will be used as a substitute therapy assistant in Fall River.

ARTICLE XVII

CONSULTATION

1. The School Committee agrees that once during the months of October, December, February, and April, prior to the fifteenth of each said months, it will meet with representatives of the Association in special session for the purposes of discussing such matters as the Association determines.
2. The Association agrees that on or before the first of each of the above enumerated months, it will provide the School Committee with a written list of topics it wishes to discuss with the School Committee.
3. There will not be more than five (5) FREA members appointed by the Association per meeting.

ARTICLE XVIII

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 XIX

REDUCTIONS IN FORCE

1. In the event it becomes necessary for the Committee to reduce the number of assistants in the bargaining unit, the following procedures shall apply:
 - a. In determining which assistants shall be laid off, the following criteria shall be considered: seniority in the Fall River Public Schools and relevant demonstrated need of the Fall River Public Schools.
 - b. Seniority shall be defined as the length of continuous service in Unit B.
 - c. Leaves of absence approved by the School Committee shall not be deemed to interrupt continuous service. Such leaves will not be counted toward seniority.
 - d. Whenever possible, notification to assistants affected by a reduction in force will be made prior to the close of the school year. In the event of a decision to reduce force

during the school year, those assistants being laid off will be given a minimum of thirty (30) days' written notice.

- e. Assistants dismissed due to reduction in force will be placed on a recall list for the balance of the school year in which the layoff occurs, plus one additional complete school year. Assistants on a recall list will be re-employed as vacancies occur. The test for re-employment will be seniority in the Fall River Public Schools. Assistants on recall lists shall have priority in filling vacancies. No new personnel shall be hired until all appropriate assistants on the recall list have been offered the vacancy.
- f. Upon return to employment from the recall list, all benefits to which the assistant was entitled at the time of lay off, including unused accumulated sick leave, shall be restored.
- g. During said recall period, employees laid off under this section shall be given priority on the substitute list.
- h. In the event that the Committee determines to re-establish the eliminated positions, the employees who have been placed on layoff status and who are in recall status shall be notified by certified mail that such a position is available; the employees so notified shall, within thirty (30) days from the date of the receipt of the letter, respond in writing by certified mail of their intention to return or not to return to the school system.
- i. The superintendent shall assign the most senior employee among those notified in paragraph "I" to the available position.

ARTICLE XX

SICK LEAVE BANK

1. The sick leave bank is for use by eligible members of the professional staff covered by this Agreement who have exhausted their own accumulated sick leave and who have a serious illness.
2. Each unit member shall have his/her sick leave accumulation reduced by one (1) day for the term of this Agreement, and those days shall then be deposited in the bank. In the event the sick leave bank is exhausted during the term of this Agreement, all qualified members shall have their sick leave accumulation reduced by another day and that day shall be deposited in the bank to be used as provided in paragraph A above.

3. The initial grant of sick leave by the sick leave bank committee to an eligible employee shall not exceed thirty (30) days. Upon completion of the thirty (30) day period, the period of entitlement may be extended by the sick leave bank committee upon demonstration of need by the applicant.
4. The sick leave bank shall be administered by a sick leave bank committee consisting of five (5) members; three (3) members shall be designated by the Fall River Educators' Association to serve at its discretion, and two (2) members shall be designated by the School Committee to serve at its discretion. The sick leave bank committee shall determine the eligibility for the use of the bank and the amount of leave to be granted. The following criteria shall be used by the committee in administering the bank and determining eligibility and amount of leave:
 - a) adequate medical evidence of serious illness, and
 - b) prior utilization of all eligible sick leave.

RULES OF THE SICK LEAVE BANK

- A. Eligibility for days from the Sick Leave Bank: An applicant must be in an FREA member in good standing and must have a catastrophic illness or injury. The member must have been employed as an FREA member for the District for a minimum of six (6) school years to receive the full benefit. Prorated benefits are available for those members in good standing with the FREA with less than six (6) school years per the table in Paragraph L. below.
- B. All requests by members seeking an award of sick leave days from the Sick Leave Bank must be in writing and accompanied by a detailed statement from the treating physician regarding the nature of the illness and a probable return to work date. The Sick Leave Bank Committee will then review the request and approve or deny it based on its merits. The approval of days and the number of days to be granted to any member is at the sole discretion of the committee. The decision of the Sick Leave Bank Committee will be final and binding and not subject to any further appeal by the applicant.
- C. The application of the Sick Leave Bank, in relation to all benefits regarding sick leave which appear in the Unit A Contract, is as follows:
 1. As provided for in Article 25, Section 1., a teacher is allowed:
 - i. 4 sick days per year, effective September 1, 2014.
 2. A member must first exhaust this benefit and all Personal Days available prior to being eligible to apply for the Sick Leave Bank.

- D. The Committee reserves the right to reconsider any decision upon the presentation of new evidence received within 21 days.
- E. Days from the Sick Leave Bank are not available for illness or disability due to drug addiction or alcoholism, except during confinement in a hospital or other institution specializing in such disabilities or participation in an outpatient rehabilitation program. The total number of days available from the Sick Leave Bank shall not exceed 30 days.
- F. The member is required to reimburse to the Sick Leave Bank twenty-five percent (25%) of the allotted days. The amount and the period for reimbursement may be adjusted by the Sick Leave Bank Committee; in no event shall the reimbursement period exceed two (2) school years.
- G. Any days not expended from the Sick Leave Bank will be carried over to the following year. If the bank carries over as of June 30th the equivalent of one (1) day per unit member, there will be no automatic, initial assessment for the succeeding school year. All appointed teachers will be assessed one day should an assessment take place.
- H. All newly appointed members will be assessed one (1) day.
- I. All decisions made by the Sick Leave Bank Committee will be done by majority vote of members present.
- J. The Sick Leave Bank will meet on a monthly basis through the School Year. In emergency situations, the Chairperson can call a meeting within a period of 24 hours of the emergency or take an electronic poll of the members to be ratified at the next meeting.
- K. The Sick Leave Bank shall only grant up to 5 days for absences due to work related injuries/illnesses to cover the initial five (5) days of absence by said injury/illness. The Sick Leave Bank does not grant days to those receiving payment from workers' compensation. Should a member receive days from the Sick Leave Bank and then be paid for same time period by workers' compensation they are required to reimburse the Sick Leave Bank 100% of any amount received from workers' compensation.
- L. If a member in good standing suffers a catastrophic illness or injury before the six (6) year time period is met, the member may apply to the Sick Leave Bank, with the understanding that the Committee may or may not grant days to the member.

1. Proration of Sick Leave Bank Days

Years of Service	Number of Days Available
1 year	14 days*
2 years	28 days*
3 years	42 days*
4 years	56 days*
5 years	70 days*
6 years	84 days*

*Maximum number of days are cumulative

2. After being employed for more than six (6) school years, a member is eligible for up to one hundred (100) days per school year at full pay per school year.
3. Any member whose school year maximum amount has been exhausted may apply to the Sick Leave Bank Committee, accompanied by proof of hardship, and may be eligible for up to an additional twenty-five (25) days.
4. A lifetime maximum of 200 Sick Leave Bank Days is available to any eligible member. The Sick Leave Bank Committee reserves the right to change these rules.

M. The Sick Leave Bank Committee reserves the right to change these rules.

ARTICLE XXI

SABBATICAL

1. Upon recommendation by the Superintendent of Schools, sabbatical leaves may be granted for study, or other professional improvement, to a member of the bargaining unit, subject to the following conditions:
 - a. Requests for a sabbatical leave must be submitted to the Superintendent of Schools or his/her designee in writing, in such form as may be required by the Superintendent of Schools, between September 1st and December 31st of the school year preceding the school year for which the sabbatical leave is requested.

- b. The assistant has completed at least seven (7) full years of service in the Fall River School System. Any leave granted under this Contract will not be considered as a break in service.
- c. Assistants may request a sabbatical leave for only a full-year or half-year duration. assistants on sabbatical leave will be paid at sixty percent (60%) of their regular salary while on sabbatical leave.
- d. Prior to granting of sabbatical leave, a assistant shall enter into written agreement with the Committee that upon the termination of such leave assistants will return to service in the Fall River Public School System for a period equal to double the length of the sabbatical leave. In default of completing such service, he/she shall refund to the Committee an amount equal to such proportion of salary received by him/her while on leave as the amount of service not actually rendered, as agreed bears to the whole amount of service agreed to be rendered, unless said default is due to illness, disability, discharge, death or other circumstances beyond the control of the individual.
- e. It shall be incumbent upon the Superintendent to report to the Committee all requests for sabbatical leave and the Committee, in its discretion, shall act on those recommendations.

ARTICLE XXII

SICK LEAVE BUY BACK

- 1. Any assistant in the Fall River School System with a minimum of fifteen (15) years of service will get thirty-five dollars (\$35.00) for each day of accumulated unused leave up to 183 days upon resignation, retirement, or death. In addition, assistants will be compensated at thirty-five dollars (\$35.00) a day for 25 percent (25%) of all days accumulated over 183 days.
- 2. Money will be payable by August 31st of the year that they retire.

ARTICLE XXIII

DURATION

- 1. The Agreement shall take effect as of September 1, 2022 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, 2024 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 November 10th of the calendar year prior to the year in which the contract will expire, notice of its

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

FALL RIVER SCHOOL COMMITTEE



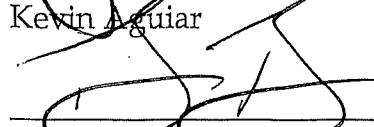
Mayor Paul Coogan, Chairperson



Paul Hart, Vice Chairperson




Kevin Aguiar



Bobby Bailey



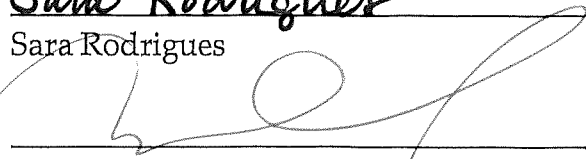
Mimi Barrivee



Shelli Pereira



Sara Rodrigues



Bruce A. Assad, Legal Counsel

FALL RIVER EDUCATORS
ASSOCIATION



Keith Michon, President

APPENDIX A-1

Unit B SALARY SCHEDULE

Increase the schedule as follows:

1. All hourly rates in the agreement: \$34.50
2. Appendix A, Unit B Salary Schedule, increase as follows:
 - a. Effective start of 2021 - 2022 school year: Increase across schedule 2.5%
 - b. Effective start of 2022 - 2023 school year: Increase across schedule 3%
 - c. Effective start of 2023 - 2024 school year: Increase across schedule 3%

2021 – 2022 Salary Schedule

STEP	LPN /HS	AA	AA+30	B	B+15	B+30
1	32,267	33,660	34,335	35,038	35,713	36,445
2	33,561	35,010	35,713	36,445	37,148	37,908
3	34,897	36,417	37,148	37,893	38,653	39,427
4	36,290	37,865	38,611	39,399	40,186	41,002
5	37,739	39,384	40,186	41,002	41,818	42,662

6	39,244	40,974	41,790	42,648	43,492	44,350
7	40,421	42,203	43,043	43,927	44,796	45,680
8	41,634	43,469	44,335	45,245	46,140	47,051
9	42,883	44,773	45,665	46,602	47,525	48,462

2022 – 2023 Salary Schedule

STEP	LPN /HS	AA	AA+30	B	B+15	B+30
1	33,235	34,669	35,365	36,089	36,785	37,538
2	34,568	36,060	36,785	37,538	38,262	39,045
3	35,944	37,509	38,262	39,030	39,813	40,609
4	37,379	39,001	39,769	40,580	41,392	42,232
5	38,871	40,566	41,392	42,232	43,072	43,942
6	40,421	42,203	43,043	43,927	44,796	45,680
7	41,634	43,469	44,335	45,245	46,140	47,051
8	42,883	44,773	45,665	46,602	47,525	48,462
9	44,169	46,116	47,035	48,000	48,950	49,916

2023 – 2024 Salary Schedule

STEP	LPN /HS	AA	AA+30	B	B+15	B+30
1	34,232	35,709	36,426	37,172	37,888	38,664
2	35,605	37,142	37,888	38,664	39,410	40,216
3	37,023	38,634	39,410	40,201	41,007	41,828
4	38,500	40,171	40,962	41,798	42,634	43,499

5	40,037	41,783	42,634	43,499	44,365	45,260
6	41,634	43,469	44,335	45,245	46,140	47,051
7	42,883	44,773	45,665	46,602	47,525	48,462
8	44,169	46,116	47,035	48,000	48,950	49,916
9	45,494	47,500	48,446	49,440	50,419	51,413

APPENDIX A-2

LONGEVITY

All assistants beginning their fifth year in the district shall receive payments in accordance with the following longevity schedule, biweekly in accordance with their normal pay schedule.

5 - 9 Years	\$700
10 - 14 Years	\$900
15 - 19 Years	\$1100
20 - 24 Years	\$1500
25 – 29 Years	\$2000
30+ Years	\$2500

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

**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

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,

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,

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

Teamsters Local 251, Through its Authorized Agent,

William Roncka, Union Steward

Date

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

David Lavoie, President

Date

Retirees

Retirees Association, Through its Authorized Agent,

Robert Camara

Date

APPENDIX C-1

EVALUATIONS

All assistants will be evaluated using an evaluation form completed once a year by their supervising SLP/OT/PT using their preferred evaluation tool.

**APPENDIX C-2
EVALUATION TOOL**

FALL RIVER PUBLIC SCHOOLS
"The Scholarship City"
417 Rock Street, Fall River, MA 02720

Performance Evaluation Report
for
Speech-Language Pathology Assistants
Certified Occupational Therapy Assistants
Physical Therapy Assistants

Name:	
Employee/Assistant Licensure #	
Supervisor:	Supervisor Licensure #
School(s) Assignment:	

SKILLS:

1. Needs assistance, training, or modeling
2. Minimal independence, needs frequent modeling or clarification (is this an additional rating)?
3. Needs assistance at times, works with some independence
4. Mostly able to show full independence, seeks for clarification when appropriate
5. Able to do with full independence, seeks for appropriate clarification, shows full competency within the SLPA/COTA/PTA scope of practice

Skills	1	2	3	4	5
Generalized Skills					
Assists with clerical skills and department operations (preparing materials, scheduling, keeping records)?					
Participates in and seeks for professional development/continuing education?					
Performs checks, maintenance of equipment as needed?					
Prepares and maintains student data, documentation of skilled services, attendance, and student progress?					
Obtains co-signature of Supervisor on documentation when needed?					
Interpersonal Skills					
Interacts positively with/towards students and staff?					
Communicates concerns to the supervisor from teachers, team members, family, and students?					
Communicates effectively with all team members?					
Uses language appropriate to a student's and/or family's level and understanding, developmental age or communication disorder?					
Demonstrates awareness and respect for a student's cultural background and values?					
Works collaboratively with the supervisor; Demonstrates ability to express ideas, concerns, data in relation to student performance?					

Skills	1	2	3	4	5
Professional Conduct In Work Setting					
Recognizes and respects limitations within professional scope of practice?					
Demonstrates ethical behavior?					
Respects student and family confidentiality?					
Identifies self as a SLPA/COTA/PTA in all written communication?					
Arrives punctually and is prepared for work related activities ?					
Completes documentation and other assigned tasks in a timely manner?					
Maintains personal appearance appropriate for work setting?					
Is able to evaluate own performance objectively?					
Seeks clarification as needed to follow the outlined goals and objectives and treatment plan developed by the supervisor?					
Actively engages and collaborates with Supervisor, is receptive to feedback and incorporates suggestions?					
Demonstrates appropriate universal precautions and infection controls consistent with setting?					
Uses appropriate interventions for physical/behavioral management of students if needed and/or seeks support as needed from supervisor/trained staff?					
Technical Skills					
Accurately follows the treatment protocol as developed by the Supervisor?					

Provides appropriate feedback to the student?					
Identifies and describes relevant student responses, behaviors, performance and/or developmental level to the Supervisor?					
Uses appropriate prompts with the student to elicit target behaviors and performance during skilled treatment?					
Maintains on-task or redirects off-task behavior of students in individual or group treatment consistent with the student's developmental age, communication style or disorder?					
Provides culturally appropriate behavioral reinforcement consistent with the student's developmental age and disorder?					
Accurately reviews and summarizes student's performance verbally and in written documentation?					
Performs data collection and observation as part of the screening process under direction of supervisor?					
Starts and ends the treatment session on time? Uses appropriate time <u>management skills within the session?</u> Accurately records target behaviors as directed by Supervisor? Correctly calculates and determines percentages, frequency counts, averages and scores for documentation, screenings and progress reports. Uses professional language and terminology for interaction with supervisor and other team members?					
Demonstrates clear understanding of child development and underlying skills or lack thereof that impede the progress of the student?					
Maintains clear log notes, communication, and written records?					
Demonstrates ability to work independently to choose lesson/treatment materials or curriculum relevant and appropriate to child specific needs?					

