

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

FALL RIVER, MASSACHUSETTS

SCHOOL COMMITTEE

and the

FALL RIVER, MASSACHUSETTS

ADMINISTRATORS ASSOCIATION

July 1, 2013 through June 30, 2014

and

July 1, 2014 through June 30, 2017

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ARTICLE I

RECOGNITION

- A. The Fall River School Committee recognizes the Fall River Administrators' Association as the exclusive collective bargaining representative for the members of its administrative staff who are employed in the positions listed in *Appendix A*, attached hereto, and for any other new administrative positions not disqualified from Collective Bargaining by the Education Reform Act of 1993 or other statute of the Commonwealth of Massachusetts that may be added to the aforesaid administrative unit in the future. In addition, all federally and state funded administrative positions shall be included in the administrative unit.
- B. Before any newly established administrative position that is within the scope of the administrative bargaining unit is posted, the School Committee shall provide the Association with a copy of the proposed job description and salary for the position and shall also, upon the request of the Association, engage in collective bargaining with respect to any such newly established administrative position. If no contrary agreement is reached before the position is filled, the School Committee shall fill the position at the posted salary.
- C. Unless otherwise indicated, members of the bargaining unit will hereinafter be referred to as Administrators, the Fall River Administrators' Association will hereinafter be referred to as the Association, and the Fall River School Committee will hereinafter be referred to as the School Committee or the Committee.

ARTICLE II

SCHOOL COMMITTEE RIGHTS

Nothing in this Agreement shall be deemed to derogate or impair any power, right or duty possessed by the School Committee except where such power, right or duty is limited by the terms of this Agreement.

ARTICLE III

ADMINISTRATORS' RIGHTS

- A. Administrators are entitled to full rights of citizenship, and no religious or political activities of any Administrator, or lack thereof, will be grounds for any discipline or discrimination with respect to the professional employment of such Administrator.

- B. Whenever a grievance is instituted against an Administrator by a member of another bargaining unit, the Administrator will have the right to be represented at all stages of the grievance procedure by a representative of his/her own choosing, including a representative of the Association. However, such right to be represented shall not include the right to participate as a third or independent party in any arbitration proceeding.

ARTICLE IV

DEDUCTIONS AND AGENCY SERVICE FEE

- A. The School Committee agrees to deduct Association dues, agency service fees, and credit union payments from the salary of each Administrator who signs an authorization card permitting such deductions.
- B. The Treasurer of the Association will submit a letter to the City Treasurer and to the Superintendent at the start of each school year certifying the total amount of the dues and the agency service fee for that year. The dues and agency service fees will be deducted and transmitted to the Treasurer of the Association on a monthly basis.
- C. In recognition of the fact that the Association has the legal responsibility of serving as the exclusive collective bargaining representative for all of the members of the administrative bargaining unit, irrespective of their status as members of the Association, it is hereby agreed that any member of the bargaining unit who is not a member of the Association shall, as a condition of his/her continued employment, pay the Association an agency fee in an amount equal to the amount required to become and remain a member in good standing of the Association beginning on the thirtieth (30th) day following the effective date of this Agreement, or on the thirtieth (30th) day following the commencement of his/her employment in the administrative unit, whichever occurs later.
- D. Administrators shall have the option of having their paychecks deposited directly into any Fall River bank or credit union of their choice.
- E. A plan for payroll deduction for U.S. Savings Bonds, either by the firm which processes the School Department payroll or by the bank to which the funds are deposited, shall be implemented. If neither can handle the payroll deduction for U.S. Savings Bonds, the account shall be transferred to a bank or other financial institution which can offer this service.

ARTICLE V

GRIEVANCE PROCEDURE

A. DEFINITIONS:

1. A "grievance" is a claim based upon an event or condition which affects the welfare and/or conditions of employment of an Administrator or group of Administrators, 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.
2. An "aggrieved person" is the person or persons making the claim.
3. 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.

B. PURPOSE:

1. 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 the Administrators. 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.
2. Nothing herein will be construed as limiting the right of any Administrator 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 that 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 views.

C. 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 the maximum, and every effort should be made to expedite the process. The time limits specified may, however, 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 processed on a reduced time limit basis so that the grievance procedure may be completed prior to the end of the school term or as soon thereafter as is practicable.

1. Level One: An informal settlement between the aggrieved Administrator and his/her immediate supervisor will be attempted. The grievant may be the spokesperson or may have a representative of the Association who will be present be the spokesperson. The objective of Level One will be to resolve the matter informally.
2. Level Two: If the grievance cannot be satisfactorily disposed of within five (5) school days after its presentation at Level One, the Association's Grievance Committee may refer the grievance to Level Two by submitting it in writing to the Superintendent of Schools and/or his/her designee. The Superintendent and/or his/her designee will arrange to meet with a representative or representatives of the Grievance Committee and, at the grievant's option, with the grievant within five (5) school days after its submission to Level Two. Copies of the answer shall be simultaneously sent to the Chairman of the Grievance Committee and to the grievant.
3. Level Three: If the grievance is not resolved by the Level Two answer, the Grievance Committee may refer it to Level Three by submitting it in writing to the School Committee within ten (10) school days after receipt of the Level Two answer. The Grievance Sub-Committee of the School Committee will arrange to meet with a representative or representatives of the Grievance Committee and, at the grievant's option, with the grievant within ten (10) school days after the School Committee's receipt of the grievance. At its next regular meeting following the aforesaid Level Three meeting, the full School Committee shall discuss the grievance in Executive Session and thereafter vote upon it in open session. The School Committee shall answer the grievance in writing within five (5) school days after voting upon it. Copies of the School Committee's answer shall be simultaneously sent to the Chairman of the Grievance Committee and to the grievant.
4. Level Four: If the grievance is not resolved by the School Committee's answer, the Association may refer the grievance to arbitration within twenty (20) school days of its receipt of the School Committee's answer. If the parties are unable to reach agreement upon an arbitrator within ten (10) school days after submission of the grievance to arbitration, a request for a list of arbitrators may be made to the American Arbitration Association by either party. In that event, the parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator. The arbitrator, so selected, will confer with representatives of the School Committee and the Association, will hold hearings promptly, and will issue his/her decision as soon as possible after completion of the hearing. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusion on the issue(s) submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the Arbitrator will be submitted to the School

Committee and to the Association and will be final and binding subject to the right of either party to exercise their respective rights under Chapter 150C of the General Laws. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the School Committee and the Association.

5. If an administrator does not file a grievance in writing with the Chairperson of the Grievance Committee and the written grievance is not forwarded to the Superintendent and/or his/her designee within thirty (30) days after the Administrator knew or should reasonably have known of the occurrence or 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. However, any such waiver shall be applicable only to that particular grievance and shall not be considered to be a waiver or relinquishment of the right of any Administrator or the Association to grieve any similar or identical alleged violation in the future or to otherwise enforce the future performance of any of the various provisions contained in this Agreement.

D. RIGHTS OF ADMINISTRATORS TO REPRESENTATION:

1. No reprisals of any kind will be taken by the School Committee or by any other member of the Administration against any party in interest, any member of the Grievance Committee, or any other participant in the grievance procedure by reason of such participation.
2. Any party in interest may be represented at all stages of the grievance procedure by a person of his/her own choosing, except that he/she may not be represented by a representative or an officer of any employee organization other than the Association. When the Association is not presenting an Administrator's grievance, it shall have the right to be present and to state its views at all stages of the grievance procedure.

E. MISCELLANEOUS:

1. If a grievance affects more than one Administrator, the Grievance Committee may submit such a grievance in writing directly to the Superintendent and/or his/her designee, and the processing of such grievance will be commenced at Level Two.
2. All documents, communication, and records resulting from the processing of a grievance will be filed separately from the personnel files of the participants.
3. Forms for filing grievances, serving notice, 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 VI

USE OF SCHOOL FACILITIES

- A.** The Association will have the right to use school buildings at reasonable times for meetings so long as no additional cost is incurred by the School Department. The principal of the building in question will be notified in advance of the time and place of all such meetings. Notice of such meetings may be posted on bulletin boards and placed in Administrators' mailboxes.
- B.** The Association will have the right to use school machines (duplicating, copying, etc.) whenever they are not in use for school purposes, provided that it purchases its own supplies (stencils, paper, etc.) for said machines and notifies the principal of the school involved. The machines will be used only by authorized personnel.
- C.** The Association will have the right to place notices, circulars, and other materials on bulletin boards and in Administrators' mailboxes. Copies of all such material shall be given to the Superintendent.

ARTICLE VII

MEET AND DISCUSS AND CONSULTATION PROCEDURES

- A.** The School Committee agrees to meet up to five (5) times a year with representatives of the Association in special session for the purpose of discussion on such matters as the Association determines.
- B.** The Association agrees to provide the School Committee with a written list of the topics it wishes to discuss with the School Committee, and will give at least seven (7) days' prior notice before any requested meeting is scheduled.
- C.** There will be not more than five (5) members appointed by the Association per meeting.

ARTICLE VIII

PROFESSIONAL AND EDUCATIONAL DEVELOPMENT

- A. Curriculum and other major committees appointed by the Superintendent or his/her designee, functioning during the regular school year, shall include representatives of the administrative staff interested in such service.
- B. The Committee shall pay the reasonable expenses (including fees, meals, lodging, and transportation) incurred by Administrators who at the request of or with the recommendation of the Superintendent of Schools attend workshops, conferences, conventions, or other professional improvement sessions.
- C. The Committee will, upon request, provide the Association with pertinent documents or materials which will assist the Association in developing intelligent, accurate, informed and constructive educational programs subject to reasonable cost limitation.
- D. The Superintendent or his/her designee shall discuss with appropriate Administrators any proposed changes in such areas as facilities, program/curriculum, and professional/paraprofessional staff.
- E. The negotiating committee of the Fall River Administrators' Association will negotiate with the representatives of the School Committee during the term of this contract to develop a process and an instrument for evaluation of Administrators.
- F. The School District will offer one (1) graduate level course per year that will help Administrators earn PDPs at no cost to them.

ARTICLE IX

CLASS SIZE AND DISTRIBUTION

- A. The Committee agrees to continue its effort to keep class sizes at an acceptable number as dictated by the financial condition of the school system, the building facilities available, the availability of qualified personnel, and the best interest of the district as deemed administratively feasible.
- B. The capacity and adequacy of pupil facilities available in a teaching room or station shall be given consideration in the scheduling of pupils.
- C. Administrators who reside outside of the City of Fall River may be allowed to enroll their children in the Fall River Public Schools on a tuition-free basis subject, however, to the right of the Superintendent of Schools or his/her designee to assign such children to specific schools as he/she deems fit or sees necessary.

ARTICLE X

ADMINISTRATORS' RESPONSIBILITIES

- A. The Committee and the Association agree that the basic responsibility of each Administrator shall be to work cooperatively with his/her Principal or other immediate supervisor in the administration, management, direction and supervision of their respective buildings, programs or other areas of responsibility. To that end, an Administrator may be assigned new duties by his/her immediate supervisor to be performed during his/her regular work day or contractual work year provided that such new duties are consistent with the Administrators' administrative responsibilities to administer, manage or supervise their respective programs and/or buildings. However, in order to enable them to perform their basic administrative responsibilities, the School Committee agrees that it will not delegate non-emergency teaching or general maintenance custodial duties to Administrators.
- B. The School Committee and the Central Administration will support the Administrators in their efforts to direct, supervise and manage those other employees of the School Department who work in their buildings or under their supervision. Within budgetary constraints, adequate personnel will be provided to enable the Administrators to carry out their various administrative and supervisory responsibilities. The School Committee recognizes that certain inefficiencies may result from the failure to provide adequate personnel.
- C. In the event of a work stoppage or other emergency situation whereby personnel in other bargaining units do not report to work as scheduled, representatives of the School Committee will meet with representatives of the Association for the purpose of discussing what the responsibilities of the Administrators will be during any such work stoppage or other emergency.
- D. All Administrators will perform supervision of students in their respective schools or departments on a rotating basis as determined by the Principal or Department Head. (Such as: supervision will not be limited to school-yard duty, cafeteria duty, hallway duty, etc.) This provision will be effective upon the signing of the Collective Bargaining Agreement.
- E. The Committee and the Association agree that the Fall River School Department is a standards based school system which is committed to meeting the expectations and standards for learning and instruction that are required by the Massachusetts Department of Education.

Administrators will provide leadership that promotes the application of state and district standards to all aspects of the District's instructional and related service

programs including: curriculum development, student and program assessment, planning, instructional practice, reporting student performance, and professional development.

ARTICLE XI

PERSONNEL FILES

- A.** Within five (5) days of the submission of a request, an Administrator will have the right, by appointment, to review but not remove the contents of his/her personnel file. Any such Administrator will be entitled to have a representative of the Association accompany him/her during such review.
- B.** No material that is derogatory of an Administrators' conduct, service, character, or personality will be placed in his/her personnel file unless the Administrator has had an opportunity to review the material. The Administrator will acknowledge that he/she had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The Administrator will also have the right to submit a written answer to such material, and his/her answer will be reviewed by the Superintendent and the immediate supervisor involved, each of whom will affix his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. Said answer will be attached to the original material.
- C.** Before the School Committee discusses or considers in Open Session any report of a derogatory nature or a complaint concerning one or more Administrators, the Administrators involved shall have the right to discuss the matter with the School Committee in Executive Session in accordance with the procedures described in Chapter 39, Section 23B, of the General Laws.

ARTICLE XII

JUST CAUSE

- A.** No Administrator shall be dismissed, demoted, reduced in rank or compensation, reprimanded as herein defined, or otherwise disciplined in any way except for just cause or bona fide administrative reorganization. As used herein, a reprimand is defined as a "formal rebuke in written form" from an Administrator's immediate supervisor.
- B.** Any Administrator, against whom any of the foregoing actions is taken, may elect to contest such action under the contractual grievance and arbitration procedure, or under the procedure for judicial review set forth in Chapter 71, Section 43A, of

the General Laws. Once an election of remedies has been made by an Administrator, all rights to proceed under the alternative procedure shall be deemed to have been waived.

- C. It is not the intent of this Article to restrict the Superintendent's authority under Chapter 71 with respect to the non-reappointment of administrative personnel. In those cases in which there is a claim of procedural as opposed to substantive impropriety, the procedural claim may be subject to the grievance and arbitration procedure set forth herein.

ARTICLE XIII

VACANCIES AND PROMOTIONS

- A. Whenever any vacancy in an administrative position occurs during the school year, due to but not limited to retirement, resignation or creation of a new position, it will be adequately publicized by the Superintendent by means of a notice as far in advance of the appointment as possible. Written notice of such vacancy will also be available to the Association's president when said position(s) are posted. In both cases, the qualifications of the position and its duties and compensation according to the salary schedule will be clearly set forth. The qualifications set forth for a particular position will not be changed prior to an appointment or unless the Association has been notified in advance of such changes and the reasons for such change. A disagreement over the necessity for such change will be subject to the grievance and arbitration procedures set forth in this Agreement. No vacancy will be filled, except on a temporary basis, within ten (10) days from the date on which the position is posted.
- B. All qualified/certified personnel for the vacant position will be given adequate opportunity to make application for such positions; and the Committee agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system, and other relevant factors. While the School Committee may appoint an Administrator who does not possess a Master's Degree to an Administrative Bargaining Unit position, no such individual shall be appointed to such a vacancy unless (a) he/she is appropriately licensed to hold the vacant position under the applicable Department of Elementary and Secondary Education Regulations or (b) that he/she has been granted a waiver by the Department of Elementary and Secondary Education. Notwithstanding the above, all members of the Administrative Bargaining Unit must obtain a Master's Degree as a condition of continued employment in the Administrative Bargaining Unit no later than three (3) years from the date of this Agreement or the date of their appointment to the Administrative Bargaining Unit, whichever is later. In filling vacancies, consideration will be given to qualified/certified Administrators already employed by the Committee. Each applicant not selected will receive written notification from the Superintendent (or designee) that he/she was not

selected. Permanent appointments to vacant administrative positions shall be made no later than by the start of the next school year following the school year in which the vacancy occurs. Such vacancies may be filled by a temporary acting appointment until such time as a permanent appointment is made, provided that such a temporary acting appointment may not continue beyond the end of the school year in which the vacancy occurred.

- C. The Committee shall determine the qualifications for each posted position subject to the provisions of Sections A and B above. The qualifications shall include a requirement either that the applicant have the appropriate certification or license for the position as determined by the Department of Education or that he/she has been granted a waiver by the Department of Education.
- D. Administrative positions in the Fall River summer school and evening schools, and administrative positions under federal programs over and above those filled by full-time federal administrators, will be filled first by regularly appointed and qualified Administrators in the Fall River School System. Administrators will be given first consideration for monitoring of students or proctoring teacher tests given in the public schools.
- E. Appointments will be made without regard to race, creed, religion, nationality, sex, marital status military status, sexual orientation, disability, genetic information, gender identity, gender expression or age.
- F. Whenever possible, changes in administrative assignments will be voluntary. An involuntary transfer will be made only after a meeting between the Administrator and the Superintendent or his/her designee, at which time the Administrator will be notified of the reasons for the proposed transfer. In the event that the Administrator objects to the transfer, the Association will be notified and the Superintendent or his/her designee will meet with the Association's representatives to discuss the transfer. Any grievance involving a transfer under this paragraph may be processed starting at Level Two.

ARTICLE XIV

REDUCTION IN FORCE

- A. In the event that the School Committee contemplates reducing the number of Administrators in the bargaining unit because of financial limitations, a decline in pupil enrollment, or any other reason, it shall provide the Association with written notice of that fact before April 15th of the school year prior to the contemplated reduction. Thereafter, if requested to do so by the Association, the School Committee will engage in negotiations with respect to any such proposed reduction.

- B. If following such negotiations it is determined that some reduction is necessary, every effort will be made to accomplish any such reduction by normal attrition.
- C. If any such required reduction cannot be accomplished by normal attrition, the following procedures shall govern:
1. Any Administrator who is to be reduced from his/her position shall be given written notification of his/her reduction and of the position to which it is proposed to reassign him/her by April 15th of that school year.
 2. Any such reduction shall take effect as of the last day of the school year, and the affected Administrator shall be entitled to receive the full salary for his/her position for that school year by June 30th.
 3. No Administrator of "professional status" in a given administrative position shall be reduced from that position if there is someone who is not of "professional status" in that position.
 4. If all Administrators within a given position have "professional status" in that position, the reduction will take place on the basis of seniority, with the last Administrator who was appointed to that position being the one who is to be reduced from it.
 5. Administrators who are reduced from their positions shall have the following bumping rights:
 - a. The right to bump Administrators in administrative positions that they have held previously and have recertified for that position, irrespective of whether they acquire "professional status" in that position prior to their appointment to their present position, provided that their overall administrative seniority is greater;
 - b. The right to bump Administrators in administrative positions for which they are currently certified, irrespective of whether they ever held that position prior to their appointment to their present position, provided that their overall administrative seniority is greater. Administrators shall only be permitted to exercise the bumping right that is set forth in this subsection within the Administrative Classification Level (i.e. Level I, Level II and Level III) of their present position as specified in Appendix A, Administrative Classifications. For purposes of this subsection, an Administrative Classification Level shall encompass all sublevels within that Classification so that an Administrator on Level IA shall be permitted to bump an Administrator on Level IB and vice versa, an Administrator on Level IIA shall be permitted to bump an Administrator on Level IIB, C or D and vice versa and an Administrator on Level IIIA shall be permitted to bump an Administrator on Level IIIB and vice versa.

- c. The right to bump any Teacher-in-Charge whose position the Administrator is qualified to fill; or
 - d. The right to bump into any teaching position for which he/she has been recertified that he/she has previously served in as a classroom teacher in the Fall River Public School System, based upon his/her overall seniority in the Fall River School System, in which event he/she shall be credited for seniority purposes with his/her total length of service in the Fall River School System. For the purposes of this Subsection, any Administrator whose certification has lapsed will be allowed to bump into a teaching position in which he/she was previously certified, but will be required as a condition of continued employment in that position to become recertified for that position within the time period that is set forth in the Department of Education's regulations dealing with recertification.
6. Either in addition to or in lieu of the bumping options that are described in Subsection 5, the School Committee may determine that a reduction in force necessitates the reassignment or transfer of one or more administrators to comparably compensated positions at a different school or schools. Any such reassignments or transfers will be based upon the School District's program needs as well as upon the past work experience and work performance of the Administrators in the affected classification. Work performance shall be measured by such objective criteria as (1) the formal, written evaluations of the Administrators in the affected classification, (2) letters from supervisory personnel related to job performance and (3) the attendance records of the Administrators. In any case in which the foregoing factors are substantially equal, the position seniority of the members in the affected classification, as hereinafter defined in Section 7, shall be the determinative factor for such reassignments or transfers with the most senior Administrator being offered the first opportunity to accept a reassignment or transfer to a different school, then the next most senior Administrator and so forth.
7. For the purpose of this Article, an Administrator's seniority within his/her position shall include all time from the date of his/her appointment to that position, including any time spent on sick leave, maternity leave, disability leave, or any other approved leave. An Administrator's overall administrative seniority shall include: all time from the date of his/her first appointment to an administrative position in the Fall River School System, including any time spent on sick leave, maternity leave, disability leave or any other approved leave. An Administrator's overall seniority in the Fall River School System shall include: all time from the date of his/her first appointment to any professional position in the Fall River School System, including any time spent on sick leave, maternity leave, disability leave or any other approved leave. Service prior to an Administrator's bona fide resignation or termination shall not be restored for the purposes of computing his/her seniority upon his/her

reappointment. Whenever the position seniority of two or more Administrators is the same, their administrative seniority shall be determinative of their rights; if that is also the same, then their overall seniority in the Fall River Public School System shall be determinative of their rights.

8. Administrators who are reduced from their permanent positions shall have the following recall rights:
 - a. The right to be recalled to the position from which they were reduced in the reverse order of their layoff from that position;
 - b. The right to be recalled to administrative positions in which vacancies develop and from which no one has been reduced or to which no one has recall rights based upon their administrative seniority, provided that they are qualified to fill such positions.
9. Administrators will be notified of their recall rights by certified mail. Failure to accept a recall to another administrative position, as provided in Section 8b, within two (2) weeks after receipt of the recall notice shall constitute a rejection of that offer but shall not result in a forfeiture of future recall rights.
10. No new personnel shall be appointed to any position in the Administrative unit while there are qualified Administrators with recall rights.

ARTICLE XV

PROTECTION

- A. Administrators will immediately report, in writing to their immediate supervisors or to the Superintendent of Schools, all cases of assault suffered by them in connection with their employment.
- B. The report will be forwarded to the Committee, which will comply with any reasonable requests from the Administrator for information in its possession relating to the incident or the person involved.
- C. In criminal or civil proceedings brought against an Administrator alleging that he/she committed an assault in connection with his/her employment, the Committee will, upon request of the Administrator, furnish legal counsel to defend him/her in such proceeding. The School Committee reserves the right to negotiate any and all legal fees that relate to such proceedings.
- D. The Committee shall reimburse an Administrator for any clothing or other personal property damaged, destroyed, or stolen in the course of his/her employment.

- E. The School Committee shall comply in all respects with Chapter 258 of the General Laws of Massachusetts.

ARTICLE XVI

PERSONAL INJURY BENEFITS

- A. Whenever an Administrator is absent from school as a result of personal injury caused by an accident or an assault occurring in the course of his/her employment, he/she will be paid his/her full salary for the period of such absence and no part of such absence will be charged to his/her sick leave.
- B. The Committee will reimburse Administrators for the cost of medical, surgical or hospital service incurred as the result of an injury sustained in the course of his/her employment which are not otherwise covered by insurance provided by the School Committee.

ARTICLE XVII

MATERNITY LEAVE

- A. Maternity leave shall be granted to any female Administrator who requests such leave for the purpose of giving birth to or adopting a child. Such leave shall be without pay except during that period of time during which the Administrator is disabled from performing her regular duties. The Administrator shall have the right to apply her accumulated sick leave days to the period of her maternity-related disability.
- B. Any woman who leaves an administrative position in the employ of the School Committee for the purpose of giving birth to a child or of adopting a child, and who shall give reasonable notice to the 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 to a similar position within eighteen (18) months of her departure date with the same status, pay and seniority as if she had not been absent.

Any woman shall be entitled to twelve (12) weeks maternity leave, fourteen (14) weeks Caesarian section, with pay if the administrator has enough sick leave on the books.

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

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

Any system of accruing seniority or accruing benefits, which seniority or benefits accrue while an employee is on leave for sickness, disability or any other leaves, shall accrue to the employee who takes a maternity leave. In all such cases when such employee returns, her seniority date will remain the same as it was prior to her maternity leave. Any person on leave for a full school year under this section shall not be credited with sick leave accrual for that year.

Child-rearing leave will be granted to any Administrator 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.

- C. An Administrator returning from maternity leave which exceeds the twelve (12) week maternity leave or the fourteen (14) week Caesarian section leave provided for in Section B above shall return to a position comparable to the one that she held at the time that her leave began. For the purposes of this Section, the term "comparable position" means a position which is within the same administrative classification but which may be at a different location (for example, a Middle School Assistant Principal at Middle School A shall return to work as a Middle School Assistant Principal, but she may be assigned to Middle School B).
- D. Any system of accruing seniority or other benefits, for which Administrators on disability, sick leave, or any other type of leave are eligible, shall also be applicable to Administrators on maternity leave. The seniority date, salary and status of any such employee will not be adversely affected by any period of time during which she was on maternity leave and will be determined as if she had not been absent.

ARTICLE XVIII

SICK LEAVE

- A.
 - 1. The Committee and the Association agree that the Fall River School Department is committed to optimizing staff and student attendance and eliminating the inappropriate use of sick leave. Each employee has the responsibility of limiting his or her use of personal sick leave to legitimate purposes as identified in this contract. It is also agreed that the Fall River School Department may take fair and appropriate corrective action whenever there is an alleged misuse of sick leave. Any such corrective action shall be subject to the contractual grievance and arbitration procedure.
 - 2. Annual sick leave with full pay shall be allowed all Administrators at the

rate of 17 days per year. Effective July 1, 2014, annual sick leave with full pay shall be allowed all Administrators at the rate of fourteen (14) days per year. Unused sick leave may be accumulated from year to year without limit. Administrators will also be credited with all of the unexpended sick leave days that they have in their reserve accounts. An Administrator shall not lose credit for any previously accumulated sick leave allowance except when he/she uses it.

- B. No sick leave allowance shall be made for Administrators who are unable to report at the opening of the school year except upon the presentation of a certification of illness from a competent physician or by a vote of the School Committee.
- C. If an Administrator leaves the school after 11:00 a.m. due to illness, a half-day (1/2 day) of such leave will be deducted from the Administrator's sick leave account. If an Administrator leaves the school before 11:00 a.m. due to illness, a full day (1 day) of sick leave will be deducted from the Administrator's sick leave account.
- D. The Superintendent or his/her designee may require an Administrator who is on sick leave for five(5) or more consecutive work days to provide a written statement from a qualified physician documenting that the employee was not able to work.
- E. The School Committee reserves the right to have an independent physician examine, at City expense, any Administrator claiming sick leave who, in its opinion, may not be entitled to the same and/or who may not be incapacitated to perform his/her official duties.
- F. Absence due to quarantine periods within the household of an Administrator shall be paid for in full and shall not be applied against the credit of sick leave provided that the Administrator takes temporary residence in a place where there are no children attending school; that he/she immediately notifies the Superintendent of Schools and the Board of Health of said change in residence; that he/she remains under observation of the Board of Health during that period of quarantine, and that at the end of the quarantine period he/she is given a certificate by the Board of Health authorities permitting him/her to return to school.
- G. All Administrators returning from a leave of absence will have their previously accumulated unused sick leave days restored to them. Those Administrators on military leave, Peace Corps leave, or any period of compensated leave such as sabbatical leave, are further more entitled to those sick days they might have accrued during the period of said leave.
- H. **Sick Leave Buy Back**

Any Administrator in the Fall River School System with a minimum of fifteen (15) years of service will get thirty dollars (\$30) for each day of accumulated unused

days up to 225 days upon resignation, retirement, or death. In addition, Administrators will be compensated at thirty dollars (\$30) for 25 percent (25%) of all days accumulated over 225 days. In order for an Administrator to be entitled to the "buy back," an Administrator must notify the Administration of his/her intent to retire or resign at least six (6) months before his/her retirement/resignation date. In the event that the State institutes an early retirement program, the School Committee will waive the above notice requirement for those teachers participating in said program. Money will be payable by August 31st of the year that they retire.

Administrators who have perfect sick leave attendance during a school year shall receive \$200 within thirty (30) days following the last day of school in that school year.

ARTICLE XIX

SICK LEAVE BANK

- A.** Upon the effective date of this Agreement or upon his/her initial employment within the Administrative unit, whichever is earlier, each Administrator shall deposit two days from his/her sick leave account into the Administrators' Sick Leave Bank. Thereafter, whenever the total number of days in the Administrators' Sick Leave Bank drops below fifty (50) days, each member of the administrative bargaining unit shall deposit one (1) day from his/her sick leave account into the Bank.
- B.** An Administrator should be eligible to draw from the Administrators' Sick Leave Bank only after having exhausted all of his/her own accumulated sick leave days and personal days. In addition, in order to access the Sick Leave Bank, an Administrator must have at least thirty (30) days of accumulated Sick Leave as of July 1 of the contract year in which the Sick Leave Bank access has been requested. In the event that an Administrator is granted access to the Bank in one school year and his/her condition carries over to the following school year requiring additional access to the Bank, the aforesaid thirty (30) day accumulation threshold shall not be applicable. In such a case, the Administrator would still be required to exhaust his/her sick leave and personal leave days before access to the Sick Leave Bank is reinstated.
- C.** The Administrators' Sick Leave Bank shall be administered by a committee, composed of three members appointed by the president of the Association and two members appointed by the School Committee, which shall develop its own rules and procedures subject to the terms of this Agreement. All decisions of the Administrators' Sick Leave Committee shall be made by a majority vote of the members present.
- D.** All requests by Administrators seeking an award of sick leave days from the Administrators' Sick Leave Bank must be in writing and accompanied by a detailed statement from the attending physician of the nature of the illness and probable

return date. The Administrators' Sick Leave Bank Committee will then review the request and either approve it or deny it based upon its merits. The decision of the Sick Leave Bank Committee will be final and binding and will not be subject to any further appeal by the applicant.

- E. 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 Bank Leave Committee upon demonstration of need by the applicant.
- F. Any Administrator who has drawn one hundred (100) days from the Administrators' Sick Leave Bank in any school year will be eligible to draw up to twenty-five (25) additional days from the Administrators' Sick Leave Bank during that school year.
- G. Any Administrator who draws from the Administrators' Sick Leave Bank shall be required to reimburse the Bank on the basis of one (1) day for every four (4) days' use. Arrangements for such reimbursement shall be made between the Administrator and the Administrators' Sick Leave Bank Committee subject to the proviso that in no event will the reimbursement period exceed two school years.
- H. Any Administrator who draws days from the Administrators' Sick Leave Bank shall be entitled to all other benefits for which he/she would be eligible if he/she were on regular sick leave.

ARTICLE XX

TEMPORARY LEAVE

- A. In the event of a death in the immediate family, Administrators shall be entitled to a leave of absence for four (4) calendar days without loss of salary or loss of credit from annual or cumulative leave. The term "immediate family" shall include an Administrator's father, mother, brother, sister, spouse, child, grandparent, grandchild, father-in-law, mother-in-law, or member of his/her immediate household.
- B. The Superintendent shall have the authority to excuse an Administrator for one day's absence without loss of pay to attend the funeral of any other relative, but such absence shall be deducted from the Administrator's accumulated sick leave days.
- C. Up to five (5) days' emergency leave shall be granted without loss of pay in the event of a serious illness in an Administrators' immediate family requiring bedside or household attention. The Superintendent may, at his/her discretion, grant

additional emergency leave upon a showing of need. The Administrator may be required to document his/her need, and any such days shall be deducted from his/her accumulated sick leave days.

- D. Administrators will be entitled to two (2) days of leave of absence for personal, legal, business, household or family matters which require absence during school hours. Application for personal leave will be made at least twenty-four (24) hours before taking such leave, except in the case of emergencies. The applicant for such leave will not be required to state the reason for taking such leave other than that he/she is taking it under this Section, except that before and after a holiday, an Administrator will be required to document his/her need for a personal day to the Office of the Superintendent or his/her designee. Such absence shall not be deducted from an Administrator's sick leave days. Personal days will be accumulative at the rate of one (1) day per year.
 - 1. Upon resignation, retirement or death, Administrators shall be permitted to buy back all unused accumulated Personal Leave Days at their then current per diem rate of compensation.
- E. The Superintendent will excuse without loss of pay an Administrator who requests Jewish Holidays. These holidays will be limited to Rosh Hashanah and Yom Kippur.
- F. A maximum of seventeen (17) days per school year will be granted with no loss in compensation to persons called into temporary active duty with any unit of the United States Reserves or National Guard, provided such obligation is with his/her unit and cannot be fulfilled on days when school is not in session. Any exception to the above will require authorization of the Superintendent of Schools.
- G. No personal leave of absence shall exceed a maximum of two (2) consecutive years. Leave of absence to take a position with a new employer shall be at the sole discretion of the Superintendent.

ARTICLE XXI

SABBATICAL LEAVES

Upon approval by the Superintendent of Schools, sabbatical leave may be granted for study, travel, or other professional improvement to members of the administrative staff subject to the following conditions:

- A. No more than five (5) Administrators of the administrative staff will be absent on sabbatical leave at any one time.

- B. Requests for sabbatical leave must be received by the Superintendent of Schools in writing, in such form as he/she may require, no later than April 30th of the school year preceding the school year for which the sabbatical leave is requested; and action must be taken on all such requests no later than thirty (30) days from the date of application.
- C. To be eligible for sabbatical leave, an Administrator must have completed at least seven (7) consecutive full years of service in the Fall River School System.
- D. Administrators who are granted sabbatical leaves for half a year will be paid 50 percent (50%) of their regular salary during their sabbatical leave. Administrators who are granted sabbatical leaves for a full year shall receive 50 percent (50%) of their regular yearly salary while on sabbatical leave unless they have eleven (11) or more years of service, in which case they shall receive 60 percent (60%) of their regular yearly salary while on sabbatical leave.
- E. Upon his/her return from sabbatical leave, an Administrator's salary will be the same as that which he/she would have received had the period of his/her leave been spent in the Fall River School System; and he/she will return to a comparable position. However, this provision will not prevent an Administrator on sabbatical leave from applying for and being appointed to any other position with or without an increased salary differential. For the purposes of this Section, the term "comparable position" means a position which is within the same administrative classification but which may be at a different location (for example, a Middle School Assistant Principal at Middle School A shall return to work as a Middle School Assistant Principal, but he/she may be assigned to Middle School B).
- F. Prior to the granting of sabbatical leave, an Administrator shall enter into a written agreement with the School Committee that, upon the termination of such leave, he/she will return to service in the Fall River 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 School 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.
- G. The Association shall have the right to directly recommend an individual to the Superintendent for a sabbatical leave provided the five (5) administrator limitation, set out above, has not been exhausted.

ARTICLE XXII

WORKDAY AND WORK YEAR

- A. All Administrators will be available within the school system at least during the normal teacher working day and at any times before and after these hours that are reasonably necessary to complete their administrative duties, be available to students and parents, or attend appropriate meetings at the Superintendent's request. In any event, the Administrator's workday shall not end prior to 3:00 p.m.
1. Professional Development Day
- Effective July 1, 2007, there shall be two (2) Professional Development Days which shall be scheduled on regular weekdays immediately adjacent to or during the regular school year. Such days will not be scheduled during vacation periods. If one of the Professional Development Days is scheduled at the beginning of the work year, it shall be scheduled on the Tuesday or Wednesday next following Labor Day and the Orientation Day shall be the other of those two (2) days. If both of the Professional Development Days are scheduled at the beginning of the work year, they shall be scheduled on the Tuesday, Wednesday and/or Thursday next following Labor Day, and the Orientation Day shall be the other of those three (3) days. The Professional Development Days are part of the regular work year.
2. In the event that mandatory professional development is scheduled on a work day, Administrators shall be paid at the applicable Administrative Hourly Rate for all time spent on such professional development after 4:30 p.m. This provision shall not have any effect upon the definition of the administrative work day that is contained in Section A herein.
- B. Administrators will have a duty-free lunch period, equal to that of the teachers at their school, with the option of leaving the building upon notification to and with the approval of the Superintendent or his/her designee.
- C. The work year for all Administrators on Level I of the Salary Schedule shall be one hundred and ninety-five (195) days consisting of the one hundred and eighty (180) days in the school year, one (1) orientation day, two (2) professional development days, the three (3) days that immediately follow the end of the school year, the five (5) days that precede the start of the school year and four (4) additional days that shall be scheduled in accordance with Section G.
- D. The work year for all Administrators on Level II of the salary schedule shall be two hundred and five (205) days consisting of the one hundred and eighty (180) days in the school year, one (1) orientation day, two (2) professional development days, the three (3) days that immediately follow the end of the school year, the five (5)

days that precede the start of the school year and fourteen (14) additional days that shall be scheduled in accordance with Section G.

- E. The work year for all Administrators on Level IIIA of the salary schedule shall be two hundred and fifteen (215) days consisting of the one hundred and eighty (180) days in the school year, one (1) orientation day, two (2) professional development days, the three (3) days that immediately follow the end of the school year, the five (5) days that precede the start of the school year and twenty-four (24) additional days that shall be scheduled in accordance with Section G.
- F. The work year for all Administrators on Level IIIB of the salary schedule shall be two hundred and twenty-three (223) days consisting of the one hundred and eighty (180) days in the school year, one (1) orientation day, two (2) professional development days, the three (3) days that immediately follow the end of the school year, the five (5) days that precede the start of the school year and thirty-two (32) additional days that shall be scheduled in accordance with Section G.
- G. The scheduling of the four (4) additional days for Level I Administrators, the fourteen (14) additional days for Level II Administrators, the twenty-four (24) additional days for Level IIIA Administrators and the thirty-two (32) additional days for Level IIIB Administrators shall be by agreement by each Administrator and his/her immediate supervisor at times that are most appropriate to the effective performance of each such Administrator's duties and responsibilities and shall be reduced to writing by no later than January 1 of each year so that all such Administrators will be able to plan their vacation and personal time so as not to conflict with their scheduled work days. In order to facilitate this scheduling process, the Superintendent shall provide Administrators with notice of any scheduled professional development during the above-described additional work day period by no later than January 1 of each year. Administrators shall not take vacations and/or personal time during any professional development scheduled during the above-described additional work day period unless approved by the Superintendent or her designee.
- H. In cases of extenuating circumstances that are beyond the control of Central Administration, Administrators may be required to work on days other than those specified in Sections C, D, E and F of this Article. In that event, any such day or days will be deducted from the work times specified in Sections C, D, E and F.
- I. The work schedules for all Administrators shall be arranged so that all Administrators will be able to take an unencumbered vacation of at least four (4) consecutive calendar weeks (i.e. twenty-eight (28) consecutive days) during the months of July and/or August.
- J. The work year for FRAA Members runs from July 1 through June 30 and days worked after July 1 count toward the following rather than the preceding school year. In addition, any FRAA Member who is hired after July 1 will be required to

work the full year applicable to his/her position in order to receive the full annual salary for that position. In the event that a newly-hired FRAA Member does not work a full work year during the first year of employment, his/her annual salary shall be prorated for that work year to reflect the number of days actually worked.

- K. High School, Middle School and Elementary School Department Heads shall be assigned to no more than one (1) teaching block or period per day. In the event that one (1) or more teachers in any Department are absent on any school day, the School Department shall make every effort either to assign a teacher(s) or to hire a substitute(s) to cover the absent teacher(s)' class(es). A Department Head shall be assigned to cover an open class within his/her Department only in the event that the School Department's efforts to assign a teacher(s) or to hire a substitute(s) to cover the absent teacher(s)' class(es) are unsuccessful.

ARTICLE XXIII

INSURANCES AND ANNUITY PLAN

The School 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 a \$5,000 life insurance without the accidental death and dismemberment policy.
- B. The City of Fall River and the Fall River Public Employee Committee, of which the FRAA is a member, have entered into a separate agreement regarding health insurance, a copy of which is attached to and included in this Collective Bargaining Agreement as an Appendix.
- C. Administrators will be eligible to participate in a "tax-sheltered" annuity plan established pursuant to the United States Public Law No. 87-370.
- D. Effective on or about September 1, 2010, contingent upon acceptance of all Bargaining Units, the City of Fall River will offer Delta Dental in replacement of the existing Blue Cross/Blue Shield Dental Plan. Once implemented, Delta Dental will be the City's carrier for three (3) years, and in each of those years, members of the Administrative Bargaining Unit will receive a one (1) month premium holiday. The City reserves the right to choose the month of the holiday.

ARTICLE XXIV

SALARIES AND COMPENSATION

- A. The Administrators' salary schedules to be in effect for the school years 2013 – 2014, 2014 – 2015, 2015 – 2016 and 2016 – 2017 are attached hereto and made a part hereof.
- B. In addition to their base salaries which appear in the Salary Schedules attached hereto in Appendices C, D, E, F, G, H, I, and J and which incorporate their Advanced Degree Increments, Administrators shall also be eligible for longevity increments in accordance with the schedule set forth in Appendix B which is attached hereto and made a part hereof.

All salaries on the Administrative Salary Schedule shall be increased by the following percentages as of the dates indicated below:

Effective July 1, 2013	One Percent (1.0%)
Effective July 1, 2014	One and One-Half Percent (1.5%)
Effective July 1, 2015	Two and One-Half Percent (2.5%)
Effective July 1, 2016	Two and One-Half Percent (2.5%)

- C. Administrators will be paid on a biweekly basis. However, Administrators who wish to receive all of the salary owed to them for the school year prior to the end of the fiscal year may do so by submitting a written notification to the Superintendent by May 1 of that school year. In such cases, it is the intention of the parties that the remaining salary for the school year will be included in the last paycheck that is received in June.
- D. There shall be a four-step salary schedule for Administrators which incorporates their Advanced Degree Increments as set forth in Appendices C, D, E, and F. All Guidance Counselors and School Adjustment Counselors who are employed in those positions as of August 31, 2007 shall, for the remainder of their careers in those positions in the Fall River Public Schools, receive annual base salaries in the amounts listed in the then-applicable Administrators Salary Schedule for Level 1A. All Guidance Counselors and School Adjustment Counselors who are first hired into those positions after September 1, 2007 shall be paid in accordance with the applicable 12 step schedules that are set forth in Appendices G, H, I, J that are to be effective as of July 1, 2013 (Appendix G), July 1, 2014 (Appendix H), July 1, 2015 (Appendix I) and July 1, 2016 (Appendix J). Effective as of July 1, 2014, a new Educational Lane on the FRAA's Salary Schedule (including the Salary Schedule for Guidance and School Adjustment Counselors) shall be established for attainment of a Certificate of Advanced Graduate Studies

("CAGS") that is at the midpoint between the M+60/CAGS Lane and the Doctorate Lane.

- E. Except as provided in Section G, full credit for placement on the salary schedule will be granted upon initial employment in the administrative unit for all previous full-time administrative experience, for each year of active military service up to a maximum of three years, and for each year of service in the Peace Corps up to a maximum of two years. Effective as of July 1, 2013, in the event that the foregoing credit for placement on the salary schedule pursuant to this Section E or Section G herein would result in a loss in compensation, Administrators who are promoted into their positions directly from a position held as a Teacher in the Fall River School System shall be placed at that salary level and step that is closest to, but not less than, the last salary level and step received by them in their teaching position before the promotion.
- F. Full-time Administrators with previous full-time administrative experience in the Fall River School System will, upon returning to Fall River, receive full credit on the salary schedule for all full-time administrative experience, military experience, and Peace Corps work up to the maximums set forth in Section E. All full-time Administrators entering the Armed Forces as draftees, volunteers or reserves will be credited for one year on the salary schedule for each year of involuntary service beyond the time for which they were drafted, volunteered, or were activated. Full-time Administrators who left the Fall River Public School System and who were engaged in full-time administration during their absence will, upon returning to Fall River, be restored to the next higher position on the salary schedule above that which they were on when they left.
- G. Full credit, not to exceed ten (10) years, will be given to all Guidance and School Adjustment Counselors (hereinafter referred to as "Counselors") who are first hired into these positions after the date of ratification of this Agreement for previous full-time counseling experience as an appointed counselor at an accredited public or private school.
 - 1. Credit of one year for each year of active military service, not to exceed three (3) years, and credit of one (1) year for each year of Peace Corps work, not to exceed two (2) years, will be given to Counselors hired into those positions for the first time after the date of ratification of this Agreement upon their initial employment in those positions provided that official documentation is presented within ninety (90) days of the date of appointment.
 - 2. Counselors who are first hired into their positions after the date of ratification of this Agreement who have previous counseling and/or teaching experience in the Fall River School System and who leave the System to serve as a Counselor or Teacher, or for military or Peace Corps service will, upon returning to Fall River, receive full credit on the salary

schedule for all counseling and/or teaching experience , military experience, and Peace Corps work up to the maximum set forth in this Section. All counseling personnel entering the Armed Forces as draftees, volunteers or reservists, will be compensated at the rate of one (1) year on the salary schedule for each year of involuntary service beyond the time for which they had been drafted, volunteered, or their period of activation. Counselors who have not been engaged in counseling on a full-time basis will, upon returning to Fall River, be restored to the next position on the salary schedule above that at which they left.

3. One-half of previously accumulated unused sick leave days will be restored to returning Counselors. Those Counselors on military leave, Peace Corps leave, or any other educationally related leave are furthermore entitled to one-half the sick days they might have accrued during these years of said leave.
- H. An Administrator who is appointed to a higher classification on the salary schedule shall be placed on the first step of the schedule for his/her new classification which is higher than his/her present level of compensation.
- I. Administrators who are required to use their automobiles for in-town travel from site to site will be paid a travel allowance of \$2.50 per day for any day for which they submit documentation of the use of their automobiles. Effective September 1, 2007, the rate for in-town travel shall be increased to \$5.00 per day. Administrators who use their automobiles for approved out-of-town travel shall be paid a mileage allowance of 48.5 cents per mile, which shall be automatically adjusted if there is any change in the mileage allowance paid to other School Department or City employees.
- J. A Guidance Counselor at Durfee High School shall be designated as the "Counselor-in-Charge" at that school, and he/she shall receive an annual stipend of \$1,500 over and above the regular salary of a Guidance Counselor to compensate him/her for the additional duties and responsibilities of that position. Effective September 1, 2007, the position of Counselor-In-Charge at Durfee High School shall be reclassified as the Department Head of Guidance and placed in Classification Level II A. The Department Head of Guidance shall have a student case load of not more than 50% of that of the Senior Class Guidance Counselors. In addition, the Department Head of Guidance shall be responsible for evaluating the Guidance Counselors at Durfee High School in the same manner as the other Department Heads at that school evaluate the teachers in their respective departments. In the event that the incumbent in the position of Guidance Counselor-In-Charge either does not apply for or is not appointed to the position of Department Head of Guidance, she shall revert to her previous position of Guidance Counselor at Durfee High School.

- K. All Administrators who do not work on a 52 week per year basis will receive balloon checks for the salary balances that they are owed from the preceding school year. This pay will be included in the last paycheck for that respective school year.
- L. Effective as of July 1, 2006, the hourly rate for extra hours for Administrators will be \$30.00.
- M. Stipends are lump sum payments (not hourly rate payments) which are paid to administrators for work required by the Superintendent of Schools and related to their primary responsibilities. These stipends are considered part of the Administrators regular compensation. All stipends that are currently paid to Administrators are listed in Appendix K of this contract.

Effective as of July 1, 2013, all Administrators at schools designated as Level 4 or ELT Schools (defined as any school with an expanded or extended student day of any kind) will be available within the school system at least during the normal teacher working day and at any times before and after these hours that are reasonably necessary to complete their administrative duties, be available to students and parents, or attend appropriate meetings at the Superintendent's request. In any event, the Administrator's workday shall not end prior to 4:00 p.m. In consideration for this extension of the contractual work day, members of the FRAA who are employed at Level 4 or ELT Schools shall receive a stipend in the amount of four thousand dollars (\$4,000.00) which shall be paid in the regular bi-weekly pay of Administrators. Administrators who, as of the date of ratification of this Agreement, work at Expanded Learning Time Schools that currently receive a stipend of \$7,500 (i.e. Kuss, Silvia and Viveiros) shall continue receiving said stipend in that amount for as long as there are sufficient funds in the ELT Grant allocated for that purpose. Effective as of July 1, 2015, the ELT Stipend for Administrators who work at Kuss shall be \$4,000. In the event that the ELT Grant funds are insufficient to sustain the \$7,500 ELT Stipend at Silvia and/or Viveiros, Administrators at those schools shall receive a Stipend of \$4,000.00. This Stipend shall be part of each FRAA Member's Base Salary and a Level 4 and ELT School Salary Schedule shall be incorporated into the Contract as Appendix K so that the Stipend will be considered "regular compensation" by the Massachusetts Teachers' Retirement System.

- N. a) A Vice Principal, Assistant Principal or other Administrator, who assumes the duties of a Principal, with the prior approval of the Superintendent or Superintendent's designee either during the Principal's absence or while the Principal's position is vacant, shall receive additional compensation in the amount of \$10.00 per day beginning with the first day of such coverage and continuing until the last day of such coverage including days on which the Assistant Principal or other Administrator who has assumed the duties of a Principal is on paid leave for such reasons as sick leave, personal leave, bereavement leave, jury leave and so forth.

- b) Any Administrator who assumes the duties of another administrative position (other than a Vice Principal or Assistant Principal covering a Principal's position pursuant to the preceding section) either during the absence of that other Administrator or while another administrative position is vacant shall, beginning with the sixth consecutive work day of such coverage, be compensated at the rate of 125% of his/her per diem for each such additional day of coverage including days on which the Administrator who assumes the duties of another such administrative position is on paid leave for such reasons as sick leave, personal leave, bereavement leave, jury leave and so forth. The assumption of these duties must be pre-approved by the Superintendent or the Superintendent's designee.

- O. Any Administrator who serves on a committee, focus group or team whose non-FRAA participants are compensated for such service shall be compensated at the administrative hourly rate of \$30 per hour for all time served on such a committee, focus group or team that is beyond the contractual work year for his/her position (i.e. 195, 205, 215 or 223 days).

- P. 1. The parties acknowledge that, as of the date of ratification of the July 1, 2006 – June 30, 2009 Collective Bargaining Agreement, there are six (6) members of the administrative bargaining unit who do not have a Master's Degree. Two of them are employed as Middle School Department Heads, one is employed as the Director of Assessment, one is employed as the Athletic Director at the High School, one is employed as a Vice Principal at the High School and one is employed as the Instructional Media Coordinator at the High School. Notwithstanding any other provision of this Collective Bargaining Agreement and/or notwithstanding any other understanding between the parties hereto or between the Superintendent and/or School Committee and any or all of these six (6) individuals, the following provisions shall be applicable to them:
 - a. They shall be "grandfathered" in the administrative bargaining unit notwithstanding their lack of a Master's Degree.
 - b. Their salaries as of the date of this Agreement shall be frozen at that level until such time as they earn their Master's Degree.
 - c. Upon earning their Master's Degree, the two Middle School Department Heads and the Instructional Media Coordinator will be compensated at Level 2A and the Director of Assessment, the Vice Principal and the Athletic Director will be compensated at Level 2D, all on the then-applicable Administrators' Salary Schedule. At that time, they shall receive full credit for step placement purposes for

all of their employment in those positions in the Fall River Public Schools including the time during which their salaries have been frozen pursuant to the preceding paragraph.

2. The School Committee may, at its discretion, appoint Administrators who do not possess a Master's Degree to a position in the Administrative Bargaining Unit. However, the Administrator at issue must either possess the necessary Department of Elementary and Secondary Education Licensure for the Administrative Bargaining Unit position to which he/she is being appointed or have been granted a waiver by the Department of Elementary and Secondary Education for such Licensure under the applicable Department of Elementary and Secondary Education Regulations. In addition, as a condition of continued employment in the Administrative Bargaining Unit, an Administrator must obtain a Master's Degree within three (3) years of his/her appointment to the Administrative Bargaining Unit.
- Q. In consideration for the extensive amount of time, training and professional development that certain Administrators will be required to undertake pursuant to the Regulations of the DESE in order to earn their Sheltered English Immersion (SEI) Endorsement and, in accordance with the provisions of Article VIII, Section F of the Contract, all members of the Administrative Bargaining Unit who earn their SEI Endorsement shall earn three (3) Graduate Level Course Credits which shall be utilized for advancement on the FRAA's Salary Schedule. SEI Endorsement Training shall first be made available to those Administrators who are required to earn their SEI Endorsement by July 1, 2016 under the applicable DESE Regulations and shall also be opened up to other members of the Administrative Bargaining Unit who want to earn their SEI Endorsement provided that there are enough training slots available.

ARTICLE XXV

GENERAL PROVISIONS

- A. There will be no reprisals of any kind taken against any Administrator by reason of his/her membership in the Association or participation in its activities.
- B. 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 negotiations that are 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 representatives may, 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 Administrator whose

appearance at such investigations, 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 in this regard.

- C. The Superintendent will, upon request, provide the Association with any documents or other available information which may be necessary for the Association to process grievances under this Agreement.
- D. The Association President will be provided with email copies of the minutes of all School Committee meetings and all other printed materials as soon as possible after such meeting. Copies of the agenda of such meetings will be emailed to the Association President at the same time as they are released to publications.
- E. Within ninety (90) days of the opening of school, the Committee shall publish and distribute to the Association a list showing the length of time each Administrator has been in the school system in his/her current position and in all previously held administrative positions.
- F. Officers and representatives of the Association shall, upon notification to the Superintendent, be granted up to twelve (12) days' leave without loss of pay to attend conferences that are deemed to be in the interest of the membership. This leave will not be deducted from an Administrator's sick leave or personal leave.
- G. The School Committee will arrange to print this contract and to provide the Association with sufficient copies for distribution to all members of the bargaining unit.

ARTICLE XXVI

CONTRACT CONSTRUCTION

- A. All references to the male gender in this Agreement shall be construed to refer to the female gender as well whenever the context so permits and vice versa.
- B. If any provision of this Agreement or any application of the Agreement to any Administrator or group of Administrators shall be found contrary to law or unenforceable by a court or agency of competent jurisdiction, then such provision or application shall not be deemed to be valid except to the extent permitted by law. However, all other provisions or applications of this Agreement will continue in full force and effect.

ARTICLE XXVII

NEGOTIATION PROCEDURE

- A. At any time after October 15th of the calendar year preceding the calendar year in which this Agreement expires, the Committee agrees to enter into negotiations with the Association over the successor agreement in accordance with the procedure set forth herein in a good faith effort to reach agreement concerning Administrators' wages, hours, and other conditions of employment. Any agreement so negotiated will apply to all Administrators and will be reduced to writing and signed by the Committee and the Association.
- B. During negotiations, the Committee and the Association will present relevant 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 necessary for informed negotiations. This inspection shall be made by appointment with the Superintendent or his/her designee. In addition, the Association shall make available for inspection by the School Committee such data and information as it may rely upon to support its proposals during negotiations.
- C. If the negotiations for a successor agreement reach an impasse, the procedure described in Chapter 150E of the General Laws of Massachusetts will be followed.
- D. 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 negotiations. 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.
- E. The Committee agrees that it will not negotiate with respect to the Administrators' wages, hours, and terms and conditions of employment with any organization other than the Association.
- F. This Agreement shall not be modified in whole or in part except by an instrument in writing duly executed by both parties.
- G. Any agreement that is mutually acceptable to both parties shall be reduced to writing, signed by both parties, and adopted by the Committee and Association.
- H. If during the term of this contract the School Committee reopens negotiations with any other collective bargaining unit as a result of State Educational Legislation, negotiations shall also be reopened with the Fall River Administrators' Association.

- I. This Agreement incorporates the entire understanding of the parties on all topics that were the subject of the negotiations leading up to it.

ARTICLE XXVIII

STUDY GROUPS

Personal Days

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

Professional Appearance

During the term of this contract, a study group made up of representatives of administration and of the bargaining unit will review policies relative to appropriate dress and appearance.

ARTICLE XXIX

DURATION

- A. The provisions of this Agreement will be effective as of July 1, 2013 through June 30, 2014 and as of July 1, 2014 and will continue and remain in full force and effect through June 30, 2017.

The Association and the School Committee agree to take all steps necessary to implement the terms of this Agreement.

- B. Negotiations for a successor agreement shall commence upon the giving of written notice by either party to the other party at any time after October 15, 2016. In the event that the negotiations for a successor agreement are not concluded by June 30, 2017 the terms of this Agreement shall remain in full force and effect beyond its expiration date until such time as an agreement is reached upon the terms of the successor Agreement.

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

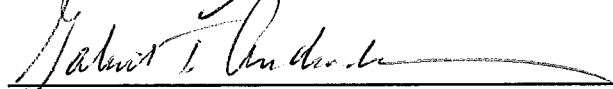
FALL RIVER, MASSACHUSETTS
SCHOOL COMMITTEE
by



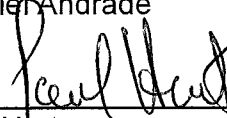
Mayor Samuel Sutter, Chairperson



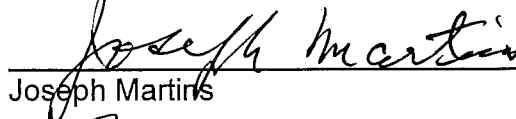
Mark Costa, Vice Chairperson



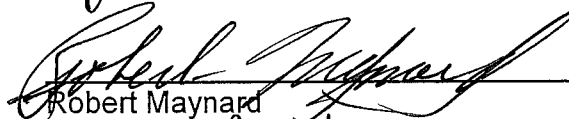
Gabriel Andrade



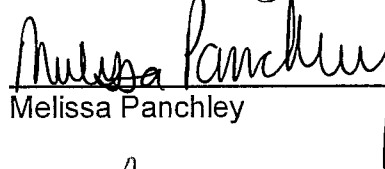
Paul Hart



Joseph Martins

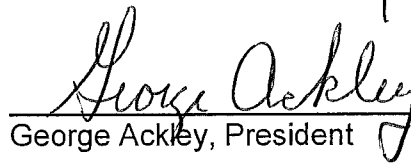


Robert Maynard



Melissa Panchley

FALL RIVER, MASSACHUSETTS
ADMINISTRATORS ASSOCIATION
by



George Ackley, President

ATTORNEY FOR THE
FALL RIVER, MASSACHUSETTS
SCHOOL COMMITTEE
by

Bruce Assad, Legal Counsel

CORPORATION COUNSEL,
CITY OF FALL RIVER
by

Gary Hawayek, Esq

APPENDIX A

ADMINISTRATIVE CLASSIFICATIONS

- LEVEL I**
- A.** Guidance Counselor*
School Adjustment Counselor*
Outreach Worker
Social Workers
Crisis Counselors
Student Support Coordinator
 - B.** School Psychologist
Curriculum Supervisors
Career Development Supervisors
- LEVEL II**
- A.** High School Department Head
Middle School Department Head
Instructional Media Coordinator
 - B.** Assistant Director of Alternative School
Community Services Coordinators
Curriculum Supervisors
 - C.** Supervisor of Special Education
Middle School Vice Principal
Elementary Vice Principal
Dean of Student Support and Operations
Program Coordinators
Nursing Supervisor
Special Education Supervisor (Early Childhood Level)
 - D.** Director of Cafeterias
High School Vice Principal
Director of Fine Arts
Director of Health, Physical Education and Athletic Director
Systemwide Curriculum Coordinators
Director of Career and Technical Education
Director of Student Assessment
Dean of Teaching and Learning
Supervisor of Special Education (Effective July 1, 2014)
Program Director (Small Programs)
- LEVEL III**
- A.** Coordinator of English Language Learners Services
Director of Special Needs
Director of Technology Integration and Management
Director of Instructional Services and Management Development

Out of District Supervisor (Effective July 1, 2014)
Program Director (Large Programs)

B. Associate High School Principal

*All Guidance Counselors and School Adjustment Counselors who are employed in those positions as of August 31, 2007 shall, for the remainder of their careers in those positions in the Fall River Public Schools, receive annual base salaries in the amounts listed in the then-applicable Administrators Salary Schedule for Level 1A. All Guidance Counselors and School Adjustment Counselors who are first hired into those positions after September 1, 2007 shall be paid in accordance with the applicable 12 step schedules that are set forth in Appendices G, H, I, J that are to be effective as of July 1, 2013 (Appendix G), July 1, 2014 (Appendix H), July 1, 2015 (Appendix I) and July 1, 2016 (Appendix J).

APPENDIX B

LONGEVITY SCHEDULE

LONGEVITY

Administrators beginning their tenth (10th) year shall receive payments in accordance with the following longevity schedule; biweekly in accordance with their normal pay schedule.

10 years' service:	\$450
15 years' service:	\$600
20 years' service	\$1,075
25 years' service:	\$1,675
30 years' service:	\$1,875
35 years' service:	\$1,950
40 years' service:	\$2,025

Notwithstanding the foregoing, any Administrator with 40 years of service who was receiving a longevity payment of \$2100 as of the date of execution of this Agreement shall continue to receive an annual longevity payment in that amount.

**APPENDIX C – JULY 1, 2013
1.0% INCREASE**

Level	Step	B	B+15	B+30	M/B+45	M+15	M+30	M+45	M+60/ CAGS	DOC
1A	1	65,163	65,927	67,157	68,985	69,959	70,933	71,907	72,880	76,022
	2	67,083	67,847	69,080	70,936	71,910	72,883	73,859	74,833	77,971
	3	68,988	69,774	71,004	72,892	73,862	74,836	75,810	76,784	79,924
	4	70,938	71,705	72,935	74,852	75,826	76,799	77,773	78,747	81,882
1B	1	66,083	66,848	68,077	69,963	70,934	71,909	72,881	73,858	76,994
	2	68,448	69,209	70,443	72,325	73,300	74,274	75,248	76,221	79,359
	3	71,015	71,780	73,009	74,926	75,901	76,876	77,848	78,822	81,961
	4	73,574	74,346	75,570	77,538	78,511	79,482	80,456	81,430	84,569
2A	1	66,645	67,414	68,646	70,443	71,417	72,386	73,360	74,334	77,475
	2	69,802	70,570	71,803	73,649	74,624	75,597	76,572	77,545	80,684
	3	73,017	73,782	75,011	76,902	77,876	78,850	79,820	80,797	83,937
	4	76,226	76,991	78,221	80,162	81,133	82,109	83,083	84,057	87,195
2B	1	67,362	68,125	69,355	71,166	72,140	73,112	74,087	75,060	78,198
	2	71,205	71,970	73,199	75,071	76,044	77,020	77,992	78,967	82,103
	3	75,022	75,791	77,024	78,943	79,917	80,890	81,864	82,836	85,975
	4	78,870	79,639	80,869	82,853	83,826	84,801	85,775	86,745	89,885
2C	1	69,286	70,049	71,283	73,123	74,095	75,069	76,043	77,019	80,157
	2	74,383	75,147	76,379	78,294	79,268	80,239	81,216	82,189	85,328
	3	79,512	80,277	81,510	83,497	84,470	85,443	86,417	87,391	90,529
	4	84,646	85,413	86,643	88,709	89,681	90,657	91,630	92,605	95,742
2D	1	70,735	71,500	72,728	74,588	75,559	76,535	77,507	78,482	81,617
	2	77,147	77,913	79,145	81,099	82,075	83,049	84,022	84,995	88,132
	3	83,527	84,290	85,520	87,569	88,543	89,516	90,491	91,463	94,603
	4	89,943	90,705	91,931	94,083	95,056	96,029	97,001	97,977	101,115
3A	1	73,927	74,727	76,011	77,952	78,926	79,900	80,872	81,848	84,984
	2	82,569	83,462	84,896	87,064	88,036	89,010	89,985	90,958	94,096
	3	91,172	92,158	93,742	96,136	97,108	98,081	99,055	100,029	103,169
	4	99,806	100,885	102,620	105,240	106,215	107,189	108,163	109,138	112,274
3B	1	76,743	77,573	78,906	80,921	81,895	82,869	83,841	84,814	87,953
	2	87,849	88,799	90,326	92,632	93,607	94,581	95,555	96,527	99,667
	3	98,917	99,987	101,705	104,303	105,276	106,250	107,223	108,198	111,337
	4	109,986	111,176	113,087	115,975	116,948	117,921	118,895	119,871	123,005

**APPENDIX D – JULY 1, 2014
1.5% INCREASE**

Level	Step	B	B+15	B+30	M/B+45	M+15	M+30	M+45	M+60	CAGS	DOC
1A	1	66,141	66,916	68,164	70,020	71,008	71,997	72,986	73,974	75,568	77,162
	2	68,089	68,865	70,116	72,001	72,989	73,976	74,967	75,955	77,548	79,140
	3	70,023	70,821	72,070	73,985	74,970	75,958	76,948	77,936	79,529	81,123
	4	72,002	72,781	74,029	75,975	76,963	77,951	78,939	79,929	81,520	83,111
1B	1	67,074	67,850	69,098	71,012	71,998	72,988	73,975	74,966	76,557	78,149
	2	69,474	70,247	71,500	73,410	74,399	75,388	76,377	77,365	78,957	80,550
	3	72,080	72,857	74,104	76,050	77,040	78,029	79,016	80,004	81,597	83,190
	4	74,677	75,462	76,704	78,701	79,688	80,674	81,662	82,652	84,245	85,838
2A	1	67,644	68,425	69,676	71,500	72,488	73,472	74,460	75,449	77,044	78,637
	2	70,849	71,628	72,880	74,754	75,743	76,731	77,720	78,708	80,302	81,894
	3	74,113	74,889	76,136	78,056	79,044	80,033	81,017	82,008	83,603	85,196
	4	77,369	78,146	79,394	81,364	82,350	83,341	84,329	85,318	86,910	88,503
2B	1	68,372	69,147	70,395	72,234	73,222	74,209	75,198	76,186	77,778	79,371
	2	72,273	73,049	74,297	76,197	77,185	78,175	79,162	80,151	81,743	83,334
	3	76,148	76,928	78,179	80,127	81,115	82,104	83,092	84,079	85,672	87,265
	4	80,053	80,833	82,082	84,096	85,084	86,073	87,062	88,046	89,640	91,233
2C	1	70,325	71,100	72,352	74,219	75,207	76,195	77,184	78,174	79,767	81,359
	2	75,498	76,274	77,525	79,469	80,457	81,443	82,434	83,422	85,015	86,608
	3	80,705	81,481	82,733	84,749	85,737	86,724	87,714	88,702	90,294	91,887
	4	85,916	86,694	87,943	90,040	91,026	92,016	93,005	93,994	95,586	97,178
2D	1	71,796	72,573	73,819	75,706	76,692	77,683	78,670	79,659	81,250	82,841
	2	78,304	79,082	80,332	82,316	83,306	84,294	85,282	86,270	87,861	89,454
	3	84,779	85,554	86,803	88,883	89,871	90,859	91,848	92,835	94,428	96,022
	4	91,292	92,066	93,310	95,494	96,481	97,469	98,456	99,447	101,039	102,632
3A	1	75,036	75,847	77,151	79,121	80,110	81,099	82,085	83,076	84,667	86,259
	2	83,807	84,714	86,170	88,370	89,356	90,345	91,335	92,323	93,915	95,508
	3	92,540	93,541	95,149	97,578	98,564	99,552	100,541	101,530	103,123	104,717
	4	101,303	102,399	104,159	106,819	107,808	108,797	109,785	110,775	112,367	113,958
3B	1	77,894	78,736	80,090	82,135	83,123	84,112	85,098	86,087	87,680	89,273
	2	89,167	90,131	91,681	94,022	95,011	95,999	96,988	97,975	99,568	101,162
	3	100,401	101,486	103,231	105,867	106,855	107,843	108,832	109,821	111,414	113,007
	4	111,636	112,843	114,783	117,714	118,703	119,690	120,679	121,669	123,260	124,850

**APPENDIX E – JULY 1, 2015
2.5% INCREASE**

Level	Step	B	B+15	B+30	M/B+45	M+15	M+30	M+45	M+60	CAGS	DOC
1A	1	67,794	68,588	69,868	71,771	72,783	73,797	74,810	75,823	77,457	79,091
	2	69,791	70,586	71,869	73,801	74,813	75,825	76,841	77,854	79,487	81,119
	3	71,774	72,592	73,871	75,835	76,844	77,857	78,871	79,884	81,518	83,151
	4	73,802	74,600	75,880	77,874	78,887	79,900	80,913	81,927	83,558	85,188
1B	1	68,751	69,547	70,825	72,788	73,798	74,812	75,824	76,840	78,471	80,103
	2	71,211	72,003	73,287	75,245	76,259	77,273	78,286	79,299	80,931	82,564
	3	73,882	74,678	75,957	77,952	78,966	79,979	80,991	82,004	83,637	85,270
	4	76,544	77,348	78,621	80,669	81,680	82,691	83,704	84,718	86,351	87,984
2A	1	69,335	70,136	71,418	73,287	74,300	75,309	76,321	77,335	78,970	80,603
	2	72,620	73,419	74,702	76,623	77,636	78,649	79,663	80,676	82,309	83,942
	3	75,966	76,761	78,039	80,007	81,020	82,034	83,043	84,059	85,693	87,326
	4	79,303	80,099	81,379	83,398	84,409	85,424	86,437	87,451	89,083	90,716
2B	1	70,081	70,876	72,155	74,040	75,052	76,064	77,078	78,091	79,723	81,356
	2	74,080	74,876	76,154	78,102	79,114	80,129	81,141	82,155	83,787	85,418
	3	78,051	78,851	80,134	82,131	83,143	84,156	85,169	86,181	87,814	89,447
	4	82,054	82,854	84,134	86,198	87,211	88,225	89,239	90,247	91,881	93,514
2C	1	72,084	72,878	74,161	76,075	77,087	78,100	79,113	80,128	81,761	83,393
	2	77,386	78,181	79,463	81,455	82,468	83,479	84,495	85,508	87,141	88,774
	3	82,722	83,519	84,801	86,868	87,881	88,892	89,906	90,919	92,552	94,184
	4	88,064	88,861	90,141	92,291	93,302	94,317	95,330	96,344	97,975	99,607
2D	1	73,590	74,387	75,664	77,599	78,610	79,625	80,636	81,650	83,281	84,912
	2	80,261	81,059	82,341	84,374	85,389	86,402	87,414	88,426	90,058	91,690
	3	86,899	87,693	88,973	91,105	92,118	93,130	94,144	95,156	96,789	98,423
	4	93,574	94,367	95,643	97,882	98,893	99,906	100,917	101,933	103,565	105,198
3A	1	76,912	77,744	79,080	81,099	82,112	83,126	84,137	85,153	86,784	88,416
	2	85,902	86,831	88,324	90,579	91,590	92,604	93,618	94,631	96,263	97,896
	3	94,853	95,879	97,527	100,018	101,028	102,041	103,054	104,068	105,701	107,335
	4	103,836	104,959	106,763	109,489	110,503	111,517	112,530	113,545	115,176	116,807
3B	1	79,841	80,705	82,092	84,188	85,201	86,215	87,226	88,239	89,872	91,504
	2	91,396	92,385	93,973	96,373	97,386	98,399	99,413	100,424	102,058	103,691
	3	102,911	104,024	105,812	108,514	109,527	110,540	111,552	112,566	114,199	115,832
	4	114,427	115,665	117,653	120,657	121,670	122,682	123,696	124,711	126,341	127,971

**APPENDIX F – JULY 1, 2016
2.5% INCREASE**

Level	Step	B	B+15	B+30	M/B+45	M+15	M+30	M+45	M+60	CAGS	DOC
1A	1	69,489	70,303	71,615	73,565	74,603	75,642	76,680	77,719	79,393	81,068
	2	71,536	72,351	73,666	75,646	76,684	77,721	78,762	79,800	81,474	83,147
	3	73,568	74,406	75,718	77,731	78,766	79,804	80,843	81,881	83,555	85,230
	4	75,647	76,465	77,777	79,821	80,859	81,898	82,936	83,975	85,647	87,318
1B	1	70,470	71,285	72,596	74,607	75,643	76,683	77,720	78,761	80,433	82,105
	2	72,991	73,803	75,119	77,126	78,166	79,205	80,243	81,281	82,954	84,628
	3	75,729	76,545	77,856	79,900	80,940	81,979	83,016	84,054	85,728	87,402
	4	78,458	79,282	80,587	82,685	83,722	84,758	85,797	86,836	88,510	90,183
2A	1	71,069	71,889	73,203	75,119	76,157	77,191	78,229	79,269	80,944	82,618
	2	74,436	75,254	76,569	78,538	79,577	80,616	81,655	82,693	84,367	86,040
	3	77,865	78,680	79,990	82,007	83,046	84,085	85,119	86,160	87,835	89,509
	4	81,286	82,102	83,414	85,483	86,519	87,560	88,598	89,637	91,310	92,983
2B	1	71,833	72,648	73,959	75,891	76,929	77,966	79,005	80,043	81,716	83,390
	2	75,932	76,747	78,058	80,054	81,092	82,133	83,170	84,209	85,881	87,553
	3	80,003	80,822	82,137	84,184	85,222	86,260	87,298	88,335	90,009	91,683
	4	84,106	84,925	86,237	88,353	89,391	90,430	91,470	92,503	94,178	95,852
2C	1	73,886	74,700	76,015	77,977	79,014	80,052	81,091	82,132	83,805	85,478
	2	79,320	80,135	81,449	83,492	84,530	85,566	86,607	87,645	89,319	90,993
	3	84,790	85,606	86,921	89,040	90,078	91,115	92,154	93,192	94,866	96,539
	4	90,266	91,083	92,395	94,598	95,634	96,675	97,713	98,752	100,425	102,097
2D	1	75,430	76,246	77,556	79,539	80,575	81,615	82,652	83,692	85,363	87,035
	2	82,268	83,085	84,399	86,483	87,524	88,562	89,600	90,637	92,309	93,982
	3	89,071	89,885	91,197	93,382	94,420	95,459	96,498	97,535	99,209	100,883
	4	95,913	96,726	98,034	100,329	101,366	102,404	103,440	104,481	106,154	107,828
3A	1	78,835	79,687	81,057	83,127	84,165	85,204	86,240	87,282	88,954	90,626
	2	88,050	89,002	90,532	92,844	93,880	94,919	95,958	96,997	98,669	100,343
	3	97,224	98,276	99,965	102,518	103,554	104,592	105,630	106,670	108,344	110,018
	4	106,431	107,583	109,432	112,226	113,266	114,305	115,343	116,383	118,055	119,728
3B	1	81,837	82,722	84,144	86,293	87,331	88,371	89,406	90,445	92,119	93,792
	2	93,681	94,694	96,322	98,782	99,821	100,859	101,899	102,935	104,609	106,283
	3	105,483	106,624	108,457	111,227	112,265	113,303	114,341	115,380	117,054	118,728
	4	117,288	118,556	120,594	123,674	124,712	125,749	126,788	127,829	129,500	131,170

**APPENDIX G – JULY 1, 2013
NEWLY HIRED GUIDANCE AND SCHOOL ADJUSTMENT COUNSELORS
1.0% INCREASE**

Level	Step	B	B+15	B+30	M/B+45	M+15	M+30	M+45	M+60/ CAGS	DOC
1A	1	53,211	53,972	54,744	55,527	56,309	57,094	57,880	58,663	61,612
	2	54,674	55,456	56,249	57,054	57,858	58,665	59,470	60,275	63,247
	3	56,179	56,982	57,797	58,624	59,450	60,277	61,106	61,934	64,926
	4	57,723	58,548	59,385	60,235	61,084	61,936	62,787	63,635	66,652
	5	59,312	60,160	61,021	61,893	62,764	63,639	64,513	65,387	68,426
	6	60,942	61,814	62,698	63,594	64,487	65,389	66,287	67,184	70,248
	7	62,617	63,513	64,421	65,342	66,262	67,187	68,110	69,032	72,121
	8	64,340	65,260	66,194	67,140	68,086	69,034	69,983	70,931	74,045
	9	66,108	67,054	68,013	68,985	69,959	70,933	71,907	72,880	76,022
	10	67,978	68,950	69,936	70,936	71,910	72,883	73,859	74,833	77,971
	11	69,852	70,851	71,864	72,892	73,862	74,836	75,810	76,784	79,925
	12	71,730	72,756	73,797	74,852	75,826	76,799	77,773	78,747	81,882

**APPENDIX H – JULY 1, 2014
NEWLY HIRED GUIDANCE AND SCHOOL ADJUSTMENT COUNSELORS
1.5% INCREASE**

Level	Step	B	B+15	B+30	M/B+45	M+15	M+30	M+45	M+60	CAGS	DOC
1A	1	54,009	54,782	55,565	56,360	57,153	57,950	58,748	59,543	61,039	62,536
	2	55,494	56,288	57,093	57,909	58,726	59,545	60,362	61,179	62,687	64,196
	3	57,021	57,837	58,664	59,503	60,341	61,181	62,023	62,863	64,381	65,900
	4	58,588	59,426	60,276	61,138	62,000	62,865	63,728	64,590	66,121	67,652
	5	60,202	61,063	61,936	62,822	63,705	64,593	65,481	66,368	67,910	69,452
	6	61,856	62,741	63,638	64,548	65,455	66,370	67,281	68,192	69,747	71,302
	7	63,557	64,466	65,387	66,323	67,256	68,194	69,131	70,067	71,635	73,203
	8	65,305	66,239	67,186	68,147	69,107	70,069	71,032	71,995	73,575	75,155
	9	67,100	68,059	69,033	70,020	71,008	71,997	72,986	73,974	75,568	77,162
	10	68,998	69,984	70,985	72,001	72,989	73,976	74,967	75,955	77,548	79,140
	11	70,900	71,914	72,942	73,985	74,970	75,958	76,948	77,936	79,529	81,124
	12	72,806	73,848	74,904	75,975	76,963	77,951	78,939	79,929	81,520	83,111

APPENDIX I – JULY 1, 2015
NEWLY HIRED GUIDANCE AND SCHOOL ADJUSTMENT COUNSELORS
2.5% INCREASE

Level	Step	B	B+15	B+30	M/B+45	M+15	M+30	M+45	M+60	CAGS	DOC
1A	1	55,359	56,151	56,954	57,769	58,582	59,399	60,217	61,031	62,565	64,100
	2	56,881	57,695	58,520	59,357	60,194	61,033	61,871	62,709	64,255	65,801
	3	58,447	59,283	60,130	60,990	61,850	62,711	63,573	64,434	65,991	67,548
	4	60,053	60,912	61,783	62,667	63,550	64,436	65,322	66,205	67,774	69,343
	5	61,707	62,589	63,484	64,392	65,298	66,208	67,118	68,027	69,607	71,189
	6	63,402	64,309	65,229	66,162	67,091	68,029	68,964	69,897	71,490	73,085
	7	65,145	66,077	67,022	67,981	68,938	69,899	70,860	71,819	73,426	75,033
	8	66,938	67,895	68,866	69,851	70,835	71,821	72,808	73,795	75,415	77,034
	9	68,777	69,761	70,759	71,771	72,783	73,797	74,810	75,823	77,457	79,091
	10	70,723	71,734	72,760	73,801	74,813	75,825	76,841	77,854	79,487	81,119
	11	72,672	73,711	74,766	75,835	76,844	77,857	78,871	79,884	81,518	83,152
	12	74,627	75,694	76,776	77,874	78,887	79,900	80,913	81,927	83,558	85,188

APPENDIX J – JULY 1, 2016
NEWLY HIRED GUIDANCE AND SCHOOL ADJUSTMENT COUNSELORS
2.5% INCREASE

Level	Step	B	B+15	B+30	M/B+45	M+15	M+30	M+45	M+60	CAGS	DOC
1A	1	56,743	57,555	58,378	59,213	60,047	60,884	61,722	62,557	64,129	65,702
	2	58,304	59,137	59,983	60,841	61,699	62,559	63,418	64,276	65,861	67,446
	3	59,908	60,765	61,634	62,515	63,396	64,278	65,163	66,045	67,641	69,236
	4	61,554	62,435	63,328	64,233	65,139	66,047	66,955	67,860	69,469	71,077
	5	63,249	64,154	65,072	66,002	66,930	67,863	68,796	69,727	71,348	72,968
	6	64,988	65,917	66,860	67,816	68,768	69,730	70,688	71,644	73,278	74,912
	7	66,774	67,729	68,698	69,680	70,661	71,647	72,631	73,614	75,261	76,909
	8	68,611	69,592	70,588	71,597	72,606	73,616	74,628	75,640	77,300	78,960
	9	70,497	71,505	72,528	73,565	74,603	75,642	76,680	77,719	79,393	81,068
	10	72,491	73,527	74,579	75,646	76,684	77,721	78,762	79,800	81,474	83,147
	11	74,489	75,554	76,635	77,731	78,766	79,804	80,843	81,881	83,555	85,231
	12	76,492	77,586	78,696	79,821	80,859	81,898	82,936	83,975	85,647	87,318

APPENDIX K

ADMINISTRATIVE STIPENDS

A. Expanded Learning Time Stipends

See Article XXIV, Section M.

B. Level 4 School Stipend

See Article XXIV, Section M.

C. Additional Services Stipends

1. Kuss Middle School Department Head*

A.	2010 – 2011	\$11,953
B.	2011 – 2012	\$11,953

*Additional Services included responsibility for the school schedule, data analysis and oversight of the Expanded Learning Time program, budget and reapplication.

APPENDIX L

Health Benefits

The effective date of this memorandum shall be April 1, 2012. The terms of this plan shall remain in effect until June 30, 2014.

I. 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 April 1, 2012, the cost sharing features of the non-Medicare health plans (Blue Cross Blue Shield Blue Care Elect, Blue Cross Blue Shield Blue Choice, and Blue Cross Blue Shield Network Blue New England) offered by the **City** shall be changed. Effective April 1, 2012, each of those plans shall include the following co-payments:

<u>SERVICE</u>	<u>CO-PAYMENT</u>
Office Visit	\$15.00
Emergency Room Visit	\$50.00
In-Patient Stay	\$250.00 (but not more than 4 In-Patient Co-Payments in a plan year per individual)
Out-Patient Surgery	\$150.00 (but not more than 4 In-Patient Co-Payments in a plan year per individual)
High Tech Radiology	\$50.00
Prescription Drugs	\$10.00 Tier 1 \$20.00 Tier 1 \$20.00 Tier 2 \$40.00 Tier 2 \$35.00 Tier 3 \$70.00 Tier 3 Retail Mail order

1. The **City** agrees that between April 1, 2012 and June 30, 2014 it will make no further changes to the above described BCBSPD 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 BCBSPD that it offers to its subscribers. However, nothing in this Agreement shall prevent the City, at any time after February 1, 2013, from commencing the procedures, authorized by M.G.L. c. 32B, Secs. 21-23, to implement changes to the BCBSPD that would be effective on and after July 1, 2014.
2. 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, effective April 1, 2012.

3. 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.
 4. The **Parties** agree to forego the up to the 25% mitigation, which is outline in M.G.L. c. 32B §21-23.
- II. 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.
 - III. 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.

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.

APPENDIX M

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

APPENDIX M

FRCA -Fall River Clerical Association Fall River School Department	Elizabeth Lord-Correia, President elord@fallriverschools.org Barbara Allard, ballard@fallriverschools.org
SGVT - Director of Early Childhood Government Programs <u>City</u>	Peter Da Luz, Treasurer, pdluz@comcast.net
Fall River Police Association Local 1854	James Cusick, Secretary, JWCHR1@comcast.net
Fall River Fire Fighters, Local 1314	Joseph Castro, Union Vice-President, JosephECastro@comcast.net
Fall River Police Superior Officers' Association	Tracy Wright, President tracyw@fallriverma.org
AFSCME – American Federation of State, County, and Municipal Employees	Robert DeSoto, Union Steward Roc.ko@aol.com
Teamsters Local 251	Linda Saravo lsaravao@fallriverma.org
LAW- Labor Advantage Workers (nurses and custodians)	Robert Camara, Rcamara16@verizon.net
<u>Retirees</u> Retirees Association	

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.

APPENDIX M

- 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

APPENDIX M

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:

APPENDIX M

- 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;
 - iv. 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;
 - v. 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.

APPENDIX M

- 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

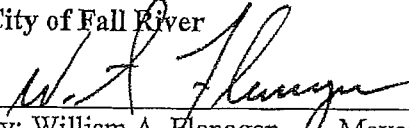
This contract, represents all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto.

CONFORMANCE

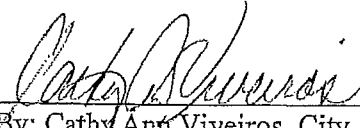
If any provision of this agreement violates any statute or rule of law of the Commonwealth of Massachusetts it is considered modified to conform to that statute or rule of law.

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: William A. Flanagan, Mayor

6-30-17
Date


By: Cathy Ann Viveiros, City Administrator

6-30-17
Date

APPENDIX M

M. Coelho 6/30/14
By: Madeline Coelho, Director of Administrative Services/ Human Resources Date

Gary P. Howayock 6-30-14
By: Gary P. Howayock, 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 6/27/14
Sandra St. Martin, President of Local 1118 Date

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

Rebecca Cusick June 27, 2014
Rebecca Cusick, President Date

APPENDIX M

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

George Ackley July 1, 2014
George Ackley, President Date

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

Patricia A. Demeule June 27, 2014
~~Judith Couto, Vice President~~ Date
Patricia A. Demeule

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

Elizabeth G. Lord-Correia 6/27/2014
Elizabeth Lord-Correia, ~~Vice~~ President Date

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

Barbara Allard 7/8/14
Barbara Allard Date

City

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

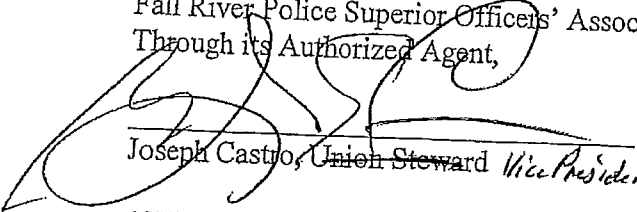
Peter Da Luz 6/27/14
Peter Da Luz, ~~Vice President~~ Date
Treasurer

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

James Cusick 6/27/14
James Cusick, Secretary Date

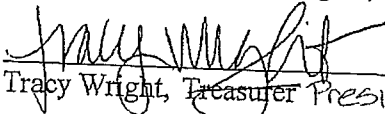
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Fall River Police Superior Officers' Association,
Through its Authorized Agent,


Joseph Castro, Union Steward Vice President

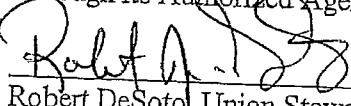
6/27/14
Date

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


Tracy Wright, Treasurer President

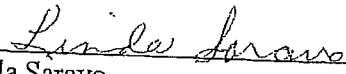
6/27/14
Date

Teamsters Local 251,
Through its Authorized Agent,


Robert DeSoto, Union Steward

6/27/14
Date

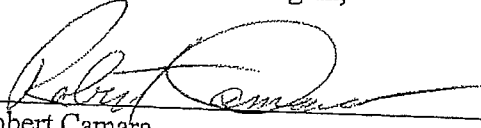
LAW- Labor Advantage Workers (nurses and custodians),
Through its Authorized Agent,


Linda Saravo

6/27/14
Date

Retirees

Retirees Association,
Through its Authorized Agent,


Robert Camara

6/27/14
Date