

City of Fall River Massachusetts
Office of the City Clerk

RECEIVED

2017 APR 21 P 3:15

CITY CLERK
FALL RIVER, MA

ALISON M. BOUCHARD
CITY CLERK

INÊS LEITE
ASSISTANT CITY CLERK

APRIL 21, 2017
MEETINGS SCHEDULED FOR NEXT WEEK
CITY COUNCIL CHAMBER, ONE GOVERNMENT CENTER

TUESDAY, APRIL 25, 2017
AGENDA

6:00 P.M. COMMITTEE ON FINANCE

1. *Collective bargaining agreement for Fall River Environmental Police (referred 4-11-17)
2. *Discuss resolution relating to increase in employee health insurance (adopted 4-11-17)

7:00 P.M. REGULAR MEETING OF THE CITY COUNCIL OR IMMEDIATELY FOLLOWING THE COMMITTEE ON FINANCE MEETING IF THAT MEETING RUNS PAST 7:00 P.M.

PRIORITY MATTERS

1. *Mayor and veto of \$20,000 transfer from Law Department Expenses to City Council Expenses (held over in accordance with City Charter 4-11-17)
2. *Mayor and veto of An Act Relative to the Disposal of Municipally Owned Property (held over in accordance with the City Charter 4-11-17)

PRIORITY COMMUNICATIONS – None

COMMITTEE REPORTS

Committee on Finance recommending:

Action:

3. *Resolution – Administration provide update on abandoned properties with overgrown weeds and trash

ORDINANCES – None

RESOLUTIONS

4. *City Council support bill to increase the charge of assault and battery on a police officer from a misdemeanor to a felony (objected to 4-11-17)
5. *Committee on Finance convene with Administration to discuss position of Grant Writer

CITATIONS – None

ORDERS – HEARINGS – None

ORDERS – MISCELLANEOUS

6. Police Chief's report on licenses

Taxicab Drivers:

Nijo Burton
Nicholas Hotte

Erica Campbell
Breanna Lamonde

Carlyanna Coates
George Webb

Second Hand Licenses:

Aaron Tetrault d/b/a Spindle City Pawnbrokers, Inc. – 2 locations
Aaron Tetrault d/b/a Fall River Pawnbrokers, Inc.

Pawn Broker

Aaron Tetrault d/b/a Spindle City Pawnbrokers, Inc. – 2 locations
Aaron Tetrault d/b/a Fall River Pawnbrokers, Inc.

7. Relinquish future rights, title and interest in the unaccepted portion of Kennedy Street extending from Stevens Street to Route 24

COMMUNICATIONS – INVITATIONS – PETITIONS

8. *Claims
9. Drainlayer license for Biszko Drainlayer Corp.
10. *Communication from Attorney General regarding OML complaints of December 13, 2016 and January 13, 2017
11. *City resident re: operation of a business at 278 Center Street

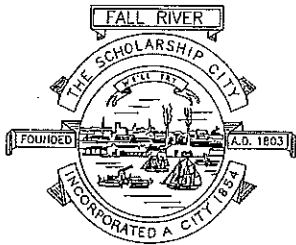
City Council Committee/Meeting Minutes:

12. *City Council Meeting – February 21, 2017

BULLETINS – NEWSLETTERS – NOTICES

13. Notice of Casualty and Loss at 1183 – 1195 Pleasant Street
14. Notice of Casualty and Loss at Wooley Street


City Clerk



City of Fall River

Massachusetts
Office of the Mayor

2017 APR -6 P 4: 28

JASIEL F. CORREIA II
Mayor

CITY CLERK _____
FALL RIVER, MA

April 6, 2017

The Honorable City Council
City of Fall River
One Government Center
Fall River, MA 02722

Honorable Council Members:

Consistent with the requirements of MGL Chapter 150E, Section 7, I am forwarding the recently negotiated Memorandum of Agreement between Fall River Environmental Police Bargaining Unit and the City of Fall River for your approval. It has been ratified by the membership. Enclosed please find the copy for your review.

This Agreement will become a part of the prior contract document and, in combination, they establish the contractual obligations affecting environmental police.

Your approval of this Agreement is respectfully requested. Should you have any questions or concerns, please feel free to contact me.

Best Regards,

Jasiel F. Correia II
Mayor

CITY OF FALL RIVER
IN CITY COUNCIL

APR 11 2017

*Referred to the
Committee on
Finance*

ORDERED, that the funding of the cost items contained in the collective bargaining agreement between the City of Fall River and Fall River Environmental Police Bargaining Unit dated April 6, 2017, is hereby approved.

CITY OF FALL RIVER
IN CITY COUNCIL

APR 11 2017

*Referred to the
Committee on Finance*

CITY OF FALL RIVER AND TEAMSTERS LOCAL 251
MEMORANDUM OF AGREEMENT
FOR A SUCCESSOR COLLECTIVE BARGAINING AGREEMENT COVERING THE
FALL RIVER ENVIRONMENTAL POLICE BARGAINING UNIT
April 6, 2017

1. TERM: Contract 1 July 1, 2015-June 30, 2016
Contract 2 July 1, 2016-June 30, 2019

FINANCE

2. WAGES:

- a. Effective July 1, 2015-0%
- b. Effective July 1, 2016-0%
- c. Effective July 1, 2017-2%
- d. Effective July 1, 2018-2%

3. ANNUAL PERFORMANCE EVALUATION: The parties agree to add the following contract provision to the collective bargaining agreement as a separate Article entitled "Performance Evaluation" Article XXVI:

The parties agree that the annual performance evaluation ("Evaluation") currently being utilized as part of the Commission on Accreditation for Law Enforcement ("CALEA") accreditation process shall be part of the employee's personnel file and may be considered in making promotional or hiring decisions and/or considered in other personnel matters.

Any employee, prior to his/her Evaluation being put into his/her file, shall be permitted to review the Evaluation and, upon request, the City shall meet with the employee, Union Business Agent and/or Union Steward to discuss the Evaluation. Any employee may rebut his/her Evaluation in writing and this shall be attached to the Evaluation in said employee's file.

4. ARTICLE V Section 3-Shift Differential, shall be modified to reflect the following: Any employee working a tour of duty that will be worked after 2:59pm and ending at or before 8:00am, shall receive, in addition to their regular weekly compensation, a night shift differential equal to 5% of their regular weekly compensation, a night differential equal to 5% of their regular weekly compensation or Forty Dollars (\$40.00), whichever is greater. Shift differential shall be computed on the simple complete base pay step. Such night differential shall not be included in base pay for purposes of determining court time pay, or holiday pay, but shall be included in base pay for purposes of determining overtime pay, vacation pay, sick pay, bereavement leave and injured leave pay and shall be included in base pay pension/retirement purposes. Officers who are temporarily assigned to days shall continue to receive their night shift differential while on temporary assignment.
5. ARTICLE VIII-Vacations-shall be modified to reflect the following "Effective 7/1/16: Each year after the nineteenth year complete, vacation leave of six (6) weeks. Effective 7/1/16, each year after the twenty fourth year complete, employees shall receive one additional vacation day for each year of service beyond the twenty fourth year with a maximum not to exceed an additional five (5) days."

FINANCE

1. ARTICLE XXI-Warning Letters-ADD, "the parties explicitly acknowledge that this Article does not apply to unpaid disciplinary suspensions or last chance agreements."
2. EPIPEN-All bargaining unit members agree to carry and utilize the epinephrine auto injector (EPI-Pen) if available.

For the City of Fall River

Jasiel F. Correia II,
Mayor:

Date:

4-6-17

Cathy Ann Viveiros:
City Administrator

Date:

4-6-17

Joseph I. Macy:
Corporation Counsel

Date:

4/6/2017

For Teamsters Local Union No. 251

Matthew Tarbin

Secretary Treasurer

4/6/2017

Daf Robben Contract Coordinator 4/6/17

Environmental Police Officers
Bi-weekly salaries

	Environmental Police				
	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
7/1/2017	1376.49	1410.31	1632.00	1699.21	1769.19
7/1/2018	1404.02	1438.52	1664.64	1733.19	1804.57

Enviromental Police 10 Years	
7/1/2017	1778.04
7/1/2018	1813.60

Enviromental Police 15 Years	
7/1/2017	1786.88
7/1/2018	1822.62

Enviromental Police 20 Years	
7/1/2017	1867.55
7/1/2018	1904.90

Enviromental Police 25 Years	
7/1/2017	1876.76
7/1/2018	1914.29

Enviromental Police 30 Years	
7/1/2017	1922.73
7/1/2018	1961.19

FINANCE /

Collective Bargaining Agreement

Between

City of Fall River

And

Teamsters, Local 251

For

Environmental Police Officers

Term of Agreement Three (3) Years

July 1, 2012 - June 30, 2015

**Collective Bargaining Agreement
Between City of Fall River and Teamsters, Local 251**

FINANCE 1

Term of Agreement Three (3) Years
July 1, 2012 - June 30, 2015

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FINANCE 1

This agreement entered into the 1, day of July, 2012 by and between the City of Fall River, MA hereinafter referred to as the "City", and Teamsters Local Union No. 251, for the Environmental Police Officer, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union."

PRINCIPLES

- (a) This agreement is entered into to facilitate the adjustment of grievances and disputes between the City and employees and to establish necessary procedures for the amicable adjustment of all disputes which may arise between the City and the union.
- (b) The City and the Union encourage the highest possible degree of practical, friendly, cooperative relationships between their respective representatives at all levels. The officials of the City and the Union realize that this goal depends primarily on cooperative attitudes between people in their respective organizations at all levels of responsibility and that proper attitudes must be based on full understanding of a regard for the respective rights and responsibility of both the City and employees.
- (c) There shall be no discrimination against any employees by reason of race, color, creed, sex, age or Union membership, or political belief or activities.
- (d) All references to employees in this Agreement designate both sexes and wherever the female/male gender is used it shall be construed to include male and female employees.

ARTICLE I

Union Recognition and Union Security

Section 1: The Employer hereby recognizes and acknowledges that the Union is the exclusive representative of all employees in the classifications and categories of work covered by this Agreement for the purpose of Collective Bargaining as provided by the State Labor Relations Commission. This includes Environmental Police Officers.

Section 2: All employees who, on the effective date of this Agreement, are members of the Union, and all employees who become members thereafter shall, as a condition of employment, maintain their membership in good standing to the extent of paying the periodic dues uniformly required as a condition of the Union membership.

Section 3: During the term of this Agreement, every employee in the bargaining unit who is not a member of the Union shall, as a condition of employment, on and after the effective date of this Agreement, pay to the Union a monthly service charge in an amount equivalent to the then current dues uniformly required for members of the Union. All new employees must remit, to the Union, any dues or initiation fees due after thirty (30) calendar days of employment.

Section 4: The failure of any employee to maintain membership or pay the service charge required of non-members in accordance with the terms of the Agreement, shall be considered a ground for dismissal, and upon notification by the Union of such failure on the part of any employees, the City agrees to discharge such employee, provided, however, that nothing contained herein shall be construed so as to place any obligation upon the City to discharge any employee for failure to maintain membership in the Union if the membership was terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fees uniformly required as a condition of maintaining and initiation.

Section 5: The City shall deduct from the current wages of employees, in accordance with the express terms of a signed authorization to do so, the dues of the Union or the service charges provided herein. Such deductions shall be made each pay period for which they are due and shall be forwarded to the Secretary-Treasurer of the Union monthly together with a list of employees for whom dues have been deducted.

If any employee has no earnings due for the paycheck, the Union shall be responsible for collection of said dues. The Union will give the City thirty (30) days notice of any change in the amount of uniform dues to be deducted and there shall be no more than two (2) such changes in any one contract year.

Section 6: The Union shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability and for all legal costs that shall arise out of or by reason of action taken or not taken by the City in complying with the provisions of this Article. If an approved deduction is made, the Union shall refund directly to the employee any such amount.

ARTICLE II

Union Access to City Premises

Representatives of the Union shall be allowed such access to the city's premises as may be reasonably necessary to ensure compliance with the terms of this Agreement by both the City and the employees in the bargaining unit.

ARTICLE III

Shop Stewards

Section 1: The City recognizes the right of the Union to designate One (1) shop steward and One (1) assistant shop steward from the regular employees in the bargaining unit. The authority of the shop stewards so designated by the Union shall be limited to and shall not exceed the following duties and activities:

- a. The investigation and presentation of grievances in accordance with the provisions of this collective bargaining agreement.
- b. The transmission of such messages and information which shall originate with, and are authorized by the Union or its officers, provided such messages and information have been reduced to writing, are of a routine nature.

Section 2: Employee's Rights: Employees shall have the right to exercise, without fear of reprisal or penalty to join or assist the Union. The freedom of employees to assist the Union shall be recognized as extending to participation in the management of the Union and acting for the Union in the capacity of a Union officer or representative or otherwise and including the right to present Union views and positions to the public, officials of the City and department, members of City Council, General Court or to any other appropriate authority or official. Without limiting the foregoing, the City agrees that it will not aid, promote or finance any labor group or organization, which would violate any rights of the Union under this agreement. No department official, representative or agent for the City shall interfere with the formation, operations or administration of the Union. They shall also not discriminate against an employee because he has given testimony or taken part in any grievance, procedure or other hearings, negotiations or conferences for or in behalf of the Union. They shall not refuse to meet, negotiate or confer on proper matters with officers or representatives of the Union as set forth in this agreement.

ARTICLE IV

Grievance & Arbitration Procedure

Section 1: Whenever an employee has a grievance, the following procedure shall be followed:

- a. The employee involved, together with his steward, shall first discuss the grievance with the appropriate supervisor within five (5) days of its occurrence of his reasonably having had knowledge of its occurrence.
- b. Grievance involving two or more employees may be discussed directly by the steward with the appropriate supervisor as provided in Section 1 without any other employee being involved.
- c. If a satisfactory adjustment cannot be made in accordance with a or b above, the Union, within five (5) working days, will then try to adjust the grievance with the Mayor or his designated representatives. If this step fails to settle the matter, it may then be submitted to arbitration in accordance with the procedure set forth in section 2.

Section 2: Grievances, which remain unsettled after having been fully processed pursuant to the provisions of Section 1, may, within thirty (30) calendar days after receipt of the Mayor's written answer, be submitted to arbitration by the Massachusetts State Board of Conciliation & Arbitration. The decision of the Board of Arbitration shall be final and binding upon the parties hereto.

Section 3: The purpose of the foregoing grievance procedure shall be to resolve as quickly as possible any dispute concerning the interpretation or application of this Collective Bargaining Agreement.

ARTICLE V
Wages

FINANCE

Section 1: There shall be an across the board increase in the base wages earned by members of this bargaining unit as follows:

July 1, 2012	2.5% (retroactive to that date)
July 1, 2013	2.5%
July 1, 2014	2.5%

Effective April 1, 2012, there shall be a 4% step increase in the base wages earned by all bargaining unit members who have completed twenty (20) or more years of service.

The wage rates for this Contract are set forth in Schedule "A". Employees earnings shall be paid bi-weekly on Fridays.

Section 2: **Step Increment:** On April One (1) of each year after date of employment, all employees covered by this collective bargaining agreement shall receive an increment step in grade until they reach their maximum rate within a classification.

Section 3: **Shift Differential:** Shift differential at \$40.00 per week.

Section 4: **Wage Reopener:** Other than by a decision of an arbitrator, should any non-school bargaining unit receive a higher percentage wage increase which is greater than the total wage increase contained in this Agreement, the City agrees to bargain the wage portion of contract only.

Section 5: **Sick Leave Severance:** There shall be a severance benefit pertaining to sick leave upon either retirement, termination for other than cause or death while in the employ of the City payable in accordance with the following schedule:

a.) **Retirement or termination for other than cause:** Retirement, Death or Termination for other than cause: Buy back-employees who retire or are terminated for other than cause shall receive the following:

The City agrees to the sick leave buy back of fifty (60) unused sick days, to be paid in one lump sum upon separation from employment.

b.) **Death:** In the event while in the employ of the City, the above allowance shall be converted into the form of a cash payment to the Estate of the employee.

Section 6:

The City shall require employees to be paid by direct deposit only.

ARTICLE VI
Work Week, Work Hours & Overtime

FINANCE /

Section 1: The regular work shall consist of thirty five (35) hours and the regular work day shall consist of seven (7) hours, said hours being rotated and distributed fairly and impartially within the seven-day work week with those employees having the highest levels of seniority being given the benefit of favorable overtime work, work days, hours, shifts and duties, whenever possible.

Effective July 1, 2010, officers who were employed during the previous year shall each be credited with five (5) non-cashable compensatory days.

Section 2: Overtime: In addition to their regular hourly rate of pay, employees shall be paid one-half of said regular hourly rate for hours worked over their regular work day of seven hours and for those hours worked over their regular week of thirty five hours. Overtime shall be distributed fairly and impartially on the basis of a rotating list as per Classification/Job Title.

An employee called back to work after having completed his/her assigned work and left his place of employment and before his next regular scheduled starting time, shall be paid at the rate of time and one-half for all hours worked on recall. He/she will be guaranteed a minimum of four (4) hours pay at time and one-half in accordance with the provisions of Chapter 50-125 (a) of the Revised Ordinances of the City of Fall River, MA 1999.

Scheduling of Overtime: In emergencies or as needs of service require, employees may be required to perform overtime work. Employees shall be given as much advance notice as possible for overtime work. Some examples of as needs of service may be as follows: In the event shift coverage cannot be properly maintained due to scheduling of furlough or in such events when Environmental officers which are scheduled to work or designated shift are unable to work said shift due to unforeseen and or unavoidable absence and proper coverage cannot be maintained. Overtime shall be assigned to Environmental Police Officers using a rotating card system.

Section 2(a): Compensatory Time: Employees may be given Compensatory time-off in lieu of monetary compensation for overtime service. The intent of this paragraph is not to deny an employee the right of payment for overtime work performed.

- a) Any officer taking a regular non-disability retirement must use all compensatory time prior to retirement.
- b) An officer who retires on a disability retirement or dies on or off duty will be reimbursed for any non-payable unused accrued time. If necessary the payment will be paid to the estate of the officer.

Section 3: Four/Two Work Schedule: The work schedule for all officers shall be four (4) days on and two (2) days off. All work shall be based on the day-off group system set forth by the Department.

Section 4: Paid Police Details: Fall River Environmental Police Officers shall be eligible to be assigned to paid police details in accordance with the system designated by the Chief of Police. All officers shall sign a card indicating their availability to work paid police details.

Section 5: Mandatory Overtime:

FINANCE

Any officer who is required to appear in court or required to work during his/her vacation period shall receive, in addition to his/her court-time or overtime pay, a day of vacation for each such day he/she is required to attend court or work as additional vacation leave. Vacation leave shall include those days off immediately preceding and following each furlough period.

ARTICLE VII
Holidays

Section 1: The following shall be paid holidays:

New Years Day
Washington's Birthday
Patriot's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day
Floating Holiday
Martin Luther King Day
(Unless and until it is eliminated by act of the State Legislature)
Any future holidays declared by the State or
Federal Government, which the City is mandated to adopt.

Section 2: All employees shall receive a regular day's pay for each of the paid holidays irrespective of the day of the week on which they fall. In addition, any employee who is required to work on any one of the said holidays, shall, in addition to his regular hourly rate, receive any amount equal to one and one-half times his regular hourly rate for each hour worked on any paid holiday. In the event a holiday falls on a Saturday or Sunday all employees scheduled to work from Monday to Friday shall be at the straight time rate.

Section 3: Personal Leave: Employee shall be entitled to two (2) personal days per contract year. Employees shall be required to notify his/her supervisor when requesting use of such personal days. Employees shall be allowed to carry over one (1) personal leave day into the next calendar year for a total of three (3) days (i.e. one carry over day and two days accrued during the carry over year).

Section 4: If an employee is legitimately sick and provides supporting medical documentation, which is accepted by the supervisor as sufficient, then said employee shall be paid for a holiday covered in this Agreement, even though the employee is out on sick leave the day before or after a holiday.

ARTICLE VIII
Vacations

FINANCE

Section 1: Employees shall receive paid vacations based upon their length of service with the City according to the following:

Employees of the City, except emergency employees, shall be credited as of December 31 with vacation leave with pay not to exceed the following:

- A. For less than one (1) year service completed on December 31, with vacation leave of one (1) day for each calendar month, not to exceed ten (10) days. Vacation leave credit will begin at once for employees starting work on the first working day of a calendar month, otherwise on the first day of the following calendar month.
- B. For each of the next succeeding four years completed from January 1 following date of employment, vacation leave of two weeks. If an employee enters City service on the first working day of a vacation year, that year shall constitute the first of the above four years.
 - (a) for each of the next succeeding five years, vacation leave of three (3) weeks.
- C. Each year after the ninth such year completed, vacation leave of four weeks. The work "week" shall mean the number of days, excluding holidays, in the regular workweek of an employee. The words "calendar month" shall mean the month of January, the month of February, etc.
- D. (a) Each year after the fourteenth year completed, vacation leave of five (5) weeks.
 - (b) One (1) additional day's vacation for each year after the nineteenth year completed, to a maximum of forty-eight (48) vacation days.

However described above, vacation leave shall be granted in accordance with all provisions of 1999 Fall River City Revised Ordinances, Chapter 50, Article 3, Division 4, and amendments thereto.

- E. Commencing with calendar year 2005 vacation time shall be computed at eight (8) full days off for each week of vacation plus regular days off.

Section 2: Requesting Leave Time: When requesting use of Extra Week Vacation, Personal Days and Floating Holidays, employees shall be required to give the following notice when requesting use of the following days:

Extra weeks' vacation	48 hrs. before beginning of shift
Personal Day	4 hrs. before beginning of shift
Floating Holiday	24 hrs. before beginning of shift

Failure to provide the above notice shall result in said leave being denied.

Extra week vacation is defined as one week per calendar year of available vacation time, which may be used as single unit days, spread out over the calendar year.

- Section 3:
- a. An officer who is disabled due to sickness or injury, (provided that the sickness or injury is not due to outside employment), during his assigned vacation period, who was disabled prior to his vacation and whose disability continued into his vacation period shall not be charged for such vacation time. The officer may not extend his vacation time but said unused vacation time shall be assigned later in the vacation year. The officer shall provide a doctor's certificate with respect to his/her disability. "Disability" is defined as an inability to perform the normal duties of an environmental police officer.
 - b. Officers shall not be required to take vacation during the prime time vacation period nor shall they be required to take two (2) consecutive weeks in prime time. Officers may split weeks between primary and secondary time.
 - c. All officers shall have the right during the vacation year to switch a vacation pick with any open vacation seat.

ARTICLE IX

Leaves Without Loss In Pay

Section 1: Sick Leave

A. Accrual

Sick leave shall be in accordance with Chapter 50, Article 3, Division 3 of the 1999 Fall River Revised Ordinances as amended and in effect at the date of this Agreement. Sick leave credits shall be earned at the rate of one and one-half (1 ½) days for each completed calendar month of service, including the probationary period.

Such sick leave credit when not used shall be cumulative over the period of employment, subject to a maximum accrual limit of 230 sick days for all employees in the bargaining unit. Upon attaining the maximum accumulation, sick leave is no longer earned.

B. Medical Certification

Any employee reporting out sick periodically and compiling a series of short duration absences may be required by the Director, after notice, to submit a physician's certificate for each subsequent absence. Failure to submit a physician's certificate for each subsequent absence may result in loss of pay said subsequent absence might result in loss of pay for said undocumented sick leave. The employer may require an employee to submit to a physical examination and the selection of the doctor shall be the responsibility of the City.

Any employee who is on extended sick leave shall make a progress report to the department every week that such illness continues. Failure to do so shall result in loss of pay for undocumented period.

In any case, the employer may, at its own expense, require that the employee submit to an independent examination by a doctor regarding the nature of the injury or illness which disables him from performing normal duties; provided that the examination is not required until after three (3) consecutive days of sick leave and the examination shall be at the City's expense.

C. Sick Leave Discipline

The disciplinary procedure for sick leave abuse is attached as appendix B.

D. Sick Leave Incentive

Employees who demonstrate perfect attendance for a consecutive period of (3) three months (Based on a calendar quarter, i.e. Jan.-Mar., April-June, July-Sept., Oct.-Dec.) shall receive a stipend of \$100.00 one hundred dollars for each quarter.

Section 2: Funeral/Bereavement: DEATH IN IMMEDIATE FAMILY:

Employees shall receive a total of five (5) consecutive working days off (exclusive of regular days off) from regular duties with full pay, in case of death in the immediate family. In the case of employees of Jewish faith, such leave shall be for the actual period of mourning observed, but not to exceed seven (7) days from the date of burial.

The "IMMEDIATE FAMILY" shall consist of a mother, father, husband, wife, child, and brother, sister. Employees shall receive a total of three (3) consecutive working days off (exclusive of regular days off) from regular duties with full pay in the case of the death of mother-in-law, father-in-law, grandparent, brother-in-law, sister-in-law, or other members of the immediate household including "step-family" where step-family members reside or did reside in the same household.

Section 3: Jury Leave: The City will pay any employee called for jury duty eight hours pay at his regular hourly rate as stated herein less any amount of money received by such employees for serving on the jury, provided employee returns to work the first scheduled work day following his release from jury duty, unless the employee is on sick leave or has another legitimate reason for his absence from employment on the first scheduled work day following such release.

The sum shall only be paid for actual days the employee serves on jury duty and only if the employee returns to work the first scheduled workday following his release from jury duty.

Section 4: Court Leave: Should any employee covered by this Agreement be called, summoned or subpoenaed to testify before any court of law or any other agency of the federal, state or city government, he shall be paid and compensated in full for all time so spent provided that said hearing arises out of the course of his employment, and further, it does not involve a criminal act or act of misfeasance or malfeasance on the part of the employee which results in conviction.

Section 5: Military Leave: Leave shall be granted in accordance with established ordinances and other applicable laws, if any.

ARTICLE X Insurance

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

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	<table> <tr> <td>\$10.00 Tier 1</td><td>\$20.00 Tier 1</td></tr> <tr> <td>\$20.00 Tier 2</td><td>\$40.00 Tier 2</td></tr> <tr> <td>\$35.00 Tier 3</td><td>\$70.00 Tier 3</td></tr> <tr> <td>Retail</td><td>Mail order</td></tr> </table>	\$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
\$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.

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.

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.

ARTICLE XI **Uniform Allowance & Cleaning**

The City agrees that it will reimburse each employee covered by this contract the sum of:

\$1,250.00 annually

This sum shall be paid not later than the first week in August in order that said employees may continue to purchase uniforms, rain gear, special shoes and such equipment as may be necessary in the course of their employment. Employees must be on the payroll as of July 1 to be eligible. Effective July 1, 2010, this allowance will be deleted and the amount rolled over in the base salary of bargaining unit members.

FINANCE 1

Uniforms or clothing destroyed in the line of duty shall be repaired or replaced at City expense. Uniforms and/or equipment lost as a result of negligence shall be replaced at the employee's expense. The CITY shall furnish all newly hired employees the following equipment: duty belt, cartridge case, holster, firearm, nightstick, nightstick holder, mace, mace holder, handcuffs, handcuffs holder, badges and insignia.

ARTICLE XII

Seniority

The City agrees to adhere to the principle of seniority whenever possible in the application of this contract and in the administration of employee benefits and employer policy. Seniority shall be defined as length of service as a Fall River Environmental Police Officer.

ARTICLE XIII

Just Cause

No employee shall be disciplined or discharged except for justifiable cause after having successfully serving a probation period of nine (9) months. During the probation period, employees can be discharged for any reason.

ARTICLE XIV

Severance of Employment

1. This Agreement shall not in any way alter employee(s) rights under existing statutes including Chapter 31 of the Massachusetts General Laws as amended.
2. In addition to the foregoing benefits, an employee may elect to utilize the grievance and arbitration procedure of this contract in the presentation of any grievance with respect to disciplinary action, suspension, or termination in accordance with the provisions of Chapter 150E.

ARTICLE XV

Re-Call

Employees may be laid off in the order of least seniority. Notice of lay off shall be given at least seven (7) days before the scheduled lay off.

Any employee laid off shall be placed on the recall list for five (5) years.

The City, upon rehiring, shall do so in the order of greatest seniority entitlement, except to the extent the Civil Service Laws and Regulations provide otherwise. Under no circumstances shall the City hire from the open market while employees on the recall list are ready, willing and able to be re-employed to perform the duties of the vacant position.

Any notice of re-employment to an employee who has been laid off shall be made by registered mail to the last known address of the employee at least seven (7) days prior to a date set for re-

employment in said notice. A copy of said notice shall be simultaneously sent to the Secretary-Treasurer of the Local Union.

Failure on the part of the employee to report for said employment according to the notice, regardless of reason, shall be deemed to be a waiver by said employee for that particular position. Such waiver shall not terminate his remaining recall rights.

ARTICLE XVI Miscellaneous Provisions

1. Unless modified by the express terms of this Agreement, all existing rights, benefits, privileges and practices enjoyed by the employees in the bargaining unit shall be maintained throughout its term.
2. Neither the City nor its agents shall enter into any agreement with any individual employee, which is contrary to terms of this Agreement.
3. No agreement, understanding or alteration of the terms or provisions of this Agreement shall bind the parties hereto unless made and executed in writing by them.
4. The failure of either party hereto to insist upon compliance with any of the terms or conditions of this Agreement on any occasion shall not be construed to be a waiver by that party of its right to insist upon compliance in the future with such terms and conditions.
5. Each clause of this Agreement is totally severable from every other clause hereof. Should any clause of this Agreement be declared by any court or agency of competent jurisdiction to be invalid or unenforceable or be rendered invalid by any legislation, the validity of all other clauses in this Agreement will be unaffected thereby and shall remain in full force and effect during its term.
6. Indemnification of Employees
 - Section 1.** The city agrees to defend any Environmental Police Officer who, as a result of any police action, is being sued civilly or charge criminally. Such defense shall be provided at no expense to the employee in accordance with the provision of Chapter 258, Section 13 of the Massachusetts General Laws.
 - Section 2.** The City Corporation Counsel or designee shall provide the Environmental Police Officers with a legal defense in any civil or criminal proceeding arising out of any act or omission within such officer's scope of employment. In the event the Corporation Counsel determines there is a reasonable likelihood that a judgment rendered against such officer may not be indemnified by the City pursuant to section 1 hereof, the Corporation Counsel shall designate an outside attorney to represent such officer at the City's expense.
 - Section 3.** Employees are required to provide reasonable cooperation to the City in the defense of any claim against the City, its officer, or employees.

**ARTICLE XVII
Management Rights**

FINANCE 1

Except as otherwise provided for in this Agreement, the City retains all rights inherent to the management of the City Government Services.

**ARTICLE XVIII
Maintenance of Standards**

1. The Employer agrees that all conditions of employment in his individual operation relating to wages, hours of work, overtime differentials, and general working conditions, except as otherwise specifically provided herein, shall be maintained at no less than the highest minimum standards in effect at the time of the signing of this agreement and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement. It is agreed that the provisions of this section shall not apply to inadvertent or bona fide errors made by the Employer or the Union in applying the terms and conditions of the Agreement, if such error is corrected within ninety (90) days from the date of error.

2. No amendment, alteration or variation of the terms or provisions of this agreement shall bind the parties hereto unless made and executed in writing by the parties. The failure of the CITY or the UNION to insist in any one or more situations upon performance of any terms or provisions of this Agreement shall not be considered as a waiver or relinquishment of the right of the CITY or the UNION to future performances of any such terms or provisions and the obligations of the CITY and the UNION to such future performances shall continue in full force and effect.

**ARTICLE XIX
Contract Term**

Section 1: Effective Date: The effective date of this Agreement is July 1, 2009. The signing of this Agreement by the authorized representatives of the Union and the City shall be authorization to implement all of the provisions of this Agreement.

Section 2: Termination: This Agreement will remain in effect until June 30, 2012. At the end of that time, either party may terminate this Agreement provided such termination is transmitted through the registered U.S. mails to the responsible signatures to this Agreement. In no case may termination notice be sent less than thirty (30) days prior to the termination date herein agreed.

Section 3: Renewal: Should neither party to this Agreement send a notice of termination as described in the previous paragraph, this Agreement will be considered to have been automatically renewed for another year.

Section 4: Changes: Should either party to this Agreement wish to inaugurate collective bargaining discussions over changes it may wish to introduce into the next succeeding Agreement, it is agreed that notice of the substance of the changes and the language with which such desired changes are to be expressed shall be mailed to the authorized parties signatory to

this Agreement prior to thirty (30) days before termination of this Agreement. The parties shall forthwith seek establishment of a meeting for purposes of discussion and amicable accommodation for the desired changes. Nothing in this article shall preclude either party from modifying any previous proposals during the course of contract negotiations.

ARTICLE XX

Longevity

1. Longevity payments for these positions covered by this Agreement shall be as follows:

5 years	\$ 200.00
10 years	\$ 400.00
15 years	\$ 600.00
20 years	\$ 800.00
25 years	\$1,000.00
30 years	\$2,000.00

Effective July 1, 2010, this payment will be eliminated and rolled over into the base salary of unit members with entitlement to and payment thereof as set forth herein. Time will be calculated based on time served as an Environmental Police Officer.

Payment for longevity shall be made to employees based on the above schedule after having completed the appropriate number of years and for each of the years between the next rate. Every employee in a position for which longevity is provided may be considered eligible for the next higher rate when he has completed the required period of service to the first rate and between each succeeding rate.

2. In the event of death or retirement of any individual authorized to receive longevity, payment shall be made on a pro-rated basis for the period during which he actually served.
3. Leaves or other absences not included, as service shall not be included in determining longevity.

ARTICLE XXI

Warning Letters

Warning letters shall be removed from the employee's folder after nine (9) months if no additional charges are brought against the employee within the nine (9) month period. If more than one letter of reprimand, suspension, etc. is placed in the employee's folder within the nine (9) month period, all such material pertaining to previous violations shall remain as a permanent part of the employee's personnel folder.

Employees may review their personnel folder annually after notifying the Department of Personnel in writing of such request. The date and time of said review will be determined by the Department of Personnel Administration.

Only material contained in the employee's personnel folder shall be used for any/all subsequent disciplinary action against the employee. Employee has a right to submit a written rebuttal to material contained in the personnel folder.

ARTICLE XXII **Contracting Printing**

The City shall, with its own force, print this contract in sufficient number to meet the needs of the Union, and the Union will reimburse the City for one-half (1/2) the cost of said printing.

ARTICLE XXIII **Wage Re-Opener**

Should General Government Aid funding from the Commonwealth be restored to Pre-9-C, fiscal year 2009 funding levels, in fiscal year 2011, the contract may be re-opened solely for the purposes of discussing wage levels for fiscal year 2011.

IN WITNESS THEREOF, the parties hereto have caused these presents to be signed and executed by their respective duly authorized officers.

ARTICLE XXIV **Employee Drug Testing**

Section 1--Environmental Police Officer Drug Testing

The environmental Police Officers shall have a drug test testing program, to be conducted in the manner set forth below:

1. Environmental Police Officers shall be required to submit to drug tests if there is reasonable suspicion that the Environmental Police Officer is using or under the influence of drugs. "Reasonable suspicion" shall be defined as follows:
"a belief based on objective facts sufficient to lead a reasonable prudent person to suspect that an employee is using or is under the influence of drugs so that the employees ability to perform his/her duties is impaired." Reasonable suspicion shall be based on information of objective facts obtained by the department and the rational inferences which may be drawn from those facts. The credibility of the sources of information, the reliability of the information, the degree of corroboration, the results of the investigation or injury, and/or other factors shall be weighed in determining the presence or absence of reasonable suspicion.

2. The chief of Police, or his designee (in his absence), shall be the appropriate Department official to initiate the order to submit to drug testing. Although the Environmental Police Officer must submit the sample prior to the review committee's determination (see #3 below), the sample shall not be tested until and unless the review committee finds "reasonable suspicion" as defined in #1 above.
3. A review committee shall be established for the purpose of determining where the Chief had reasonable suspicion to order the drug test. The committee shall be composed of a representative, one by the Union and Ron Pelletier or his designee from SoutCoast Employee Assistance Program. The review of the Chief's directive must be completed within 24 hours; however, the Environmental Police Officer must submit the sample prior to the review committee's determination. The review process shall be an informal one and the Committee's determination shall be final and not subject to the grievance/arbitration procedures.
4. The testing shall be performed at a reputable medical facility. Said medical facility shall collect the specimens and shall be required to maintain documentation of its chain of custody.
 - a. The Environmental Police Officer shall be advised of the specimen collection procedure.
 - b. The Environmental Police Officer shall observe the medical facility's labeling procedures as follows:
 1. Each specimen shall be placed in individual containers, including a split sample, and shall, in the presence of the Environmental Police Officer, be sealed, labeled, and initiated by the Environmental Police Officer.
 2. The office shall be given a drug screening information sheet prior to testing which shall permit the Environmental Police Officer to make note of any prescription and/or over-the-counter drugs taken within the last 90s days. This information sheet shall be used by the medical facility in making its findings.
 3. The medical facility shall provide the Environmental Police Officer with access to a "split sample" which the Environmental Police Officer may have forwarded for testing to a laboratory procedures and costs shall be borne by the Environmental Police Officer.
 - c. The medial facility/laboratory shall determine (1) the specific testing methodology to be used in performing the initial screening and/or the confirmatory test, (2) the panel of drugs to be tested, and (3) the detection level for the substance tested.
 - d. The Chief shall be notified of the final test results and shall then immediately notify the Environmental Police Officer.

5. Any Environmental Police Officer who tests positive shall be provided the opportunity to enroll in a rehabilitation program, except in those situations in which the Environmental Police Officer used, sold, or purchased drugs while on active duty. In these situations, the Environmental Police Officer may be subject to discipline.
 - a. The rehabilitation program must be designed by the Environmental Police Officer to be approved by the Department's physician. The expenses of the rehabilitation program will be borne by the individual Environmental Police Officer.
 - b. If the Environmental Police Officer refuses to participate in the rehabilitation program, he/she may be discharged, subject to his/her statutory appeal rights.
 - c. The Environmental Police Officer, while enrolled in the rehabilitation program, must comply with all the requirements and regulations of the program; failure to so comply shall subject the Environmental Police Officer to discharge, subject to statutory appeal rights. The Environmental Police Officer must provide periodic reports of the progress of the rehabilitation program to the Chief. The Environmental Police Officer may be permitted to use sick leave or to request leave without pay while enrolled in the program.
6. The Environmental Police Officer who successfully completes the rehabilitation program, which is appropriately documented by a physician, and who returns to work shall be subject to random testing for a period of up to one year. If the Environmental Police Officer subsequently tests positive, then the Environmental Police Officer may be immediately disciplined, up to and including discharge, subject to statutory appeal rights.

Section 2 –Annual Drug Testing

Each fiscal year, beginning on July 1, 2014, the Employer may conduct drug tests of up to twenty-five percent (25%) of all the employees in the bargaining unit. The annual drug testing shall be conducted under the following guidelines:

All employees to be tested shall be tested no more than thirty (30) days before or thirty (30) days after his/her birthday.

All employees tested shall be chosen at random by a private vendor with experience and expertise in employee drug testing;

All testing shall be performed in accordance with the Mandatory Guidelines for Federal Workplace Drug Testing Programs with respect to form of testing, specimen collection, testing procedures, procedures for declaring a test positive/negative, and testing laboratories;

Drugs for which employees will be tested are the following: amphetamines, barbiturates, benzodiazepines, cocaine, marijuana, methadone, methaqualone, opiates, phencyclidine, propoxyphene, steroids, and synthetic opiates.

Upon review through the Medical Review Officer, employees with a valid prescription for any of the tested drugs shall be considered negative for such drugs;

The consequences of a positive drug test shall be the same as those specified in Article XXIV.

In consideration for this Section B, each member of the bargaining unit shall receive a \$200 stipend on the first payroll after July 1 and an additional \$200 on the first payroll after January 1 of each year, beginning with fiscal year 2015.

ARTICLE XXV

Residency Requirement

The Union agrees to accept the provisions of the Residency Requirement as attached in Appendix A.

APPENDIX A

BE IT ORDAINED by the City Council of the City of Fall River, as follows:

That Chapter 50 of the Revised Ordinances of the City of Fall River, Massachusetts, 1999, which chapter relates to Personnel, be amended by inserting in said chapter, a new Article V RESIDENCY REQUIREMENT, and inserting under said article, the following new sections to read as follows:

ARTICLE V RESIDENCY REQUIREMENT

Sec. 50-325 Definitions.

As used in this Article, the following terms shall have the respective meaning ascribed to them:

Employee: Any person:

Employed directly by the City, a City agency or department, who is paid as an employee of the City in accordance with the IRS regulations and receives an annual W-2 wage and earning statement, regardless of the number of hours the employee works for the City.

Promotion:

Advancement of an employee's rank or position.

Residence:

The actual principal residence of the individual where such individual normally eats and sleeps and maintains such individual's normal personal and household effects.

Sec. 50-326 Scope of requirement.

- A) Every person first employed by the City on or after November 15, 2012 shall be a resident of the City of Fall River or shall, within 18 months after such person commences to be employed by the City of Fall River, establish residency within the City.

- B) Notwithstanding the provision of this Article, any employee as defined in section 2-222 of Article IV of the Revised Ordinances of the City of Fall River shall be subject to section(s) 2-223 through 2-229 of Article IV and any employee as defined in M.G.L. c. 71 § 38 shall be subject to the provisions of M.G.L. c. 71 § 38. Every person employed by the City before November 15, 2012 who becomes reappointed, promoted or is unilaterally transferred on or after November 15, 2012 shall not be subject to this Article.
- C) Every employee shall be furnished a copy of the residency ordinance when hired and annually thereafter and shall sign a certificate acknowledging receipt of the policy and agreeing to comply with the ordinance as a condition of continued employment. Failure to receive a copy and signing a certificate of acknowledgement shall not be held to excuse any violation.
- D) Failure of an employee, subject to this Article, to comply with this Article shall be determined to be a voluntary termination of employment by such employee.

Sec. 50-327 Maintenance of list subject personnel.

The director of human resources shall prepare and maintain a list of all persons subject to this Article.

Sec. 50-328 Filing certificate annually.

Annually, on July 1, every person subject to this Article shall file with each such person's department head or like officer, a certificate signed under the pains and penalties of perjury, stating such person's name and place of residence as defined herein. Upon receipt of a certificate indicating place of residence not within the city, or if no such certificate is filed, the department head or like officer shall forthwith notify the director of personnel. The names of the employees who are subject to this Article who have ceased to be residents of the City subsequent to the time of employment or promotion or did not become a resident at the time employment or promotion, or within 18 months of the commencement of employment or promotion shall be stricken from the payroll and those persons shall cease to be employed by the city. The department head or like officer shall give notice of such action to the director of human resources, the city treasurer, and the city auditor. The director of human resources shall transmit the same to the Mayor.

Sec. 50-329 Waiver authorized.

The Mayor, with a two-thirds vote of the City Council, is hereby authorized in his discretion, for good cause shown, to permit any officer or employee of the City to remain in the employ of the City without complying with the provisions hereof, where:

- (A) The health of any employee or a member of their immediate family necessitates residence outside the city limits;
- (B) Special circumstances, including but not limited to being in the best interest of the public to do so, exist justifying residence outside the City limits.

Sec. 50-330 Enforcement.

This ordinance shall only be enforced upon the City fulfilling its obligation to bargain with each collective bargaining unit representing the employees in the City, in accordance with the City's obligation pursuant to M.G.L. c. 150E.

Sec. 50-331 Validity; Severability

In the event that this Article shall be deemed to be in conflict with a provision of any general or special law, the provision of that general or special law shall govern and shall not defeat the application of this Article with respect to any position not governed by the law. In the event that the provisions of this Article are in conflict with the provisions of any other ordinance the provisions of that ordinance shall be deemed repealed. The provisions hereof are severable, and

FINANCE **1**

the action of any court of competent jurisdiction in declaring any part or portion hereof invalid, shall not act to defeat any remaining part or portion hereof, and any such action declaring this section invalid with respect to any position or person shall not be held to apply to any other person or position.

In City Council, October 30, 2012
Passed to be ordained, as amended

Approved, November 8, 2012
William A. Flanagan, Mayor

A true copy. Attest:

Alison M. Bouchard
City Clerk

Ordinance No. 2012-34

APPENDIX B

1. Monitoring Sick Leave Policy
 - A. The Environmental Police Unit will set seven (7) undocumented days per year as an acceptable standard of sick leave utilization per calendar year.
 - B. Sick leave shall be periodically monitored on usage during a calendar year. As of January 1 of each year, the employees undocumented sick time shall be reset to 0 for review purposes. However, the Department reserves the right to use all personnel records in applying discipline, defense of grievances, arbitrations or other such actions.
 - C. Suspected abuse of sick time usage shall normally result in the implementation of progressive discipline as follows:
 - 1st violation, verbal warning
 - 2nd violation, written warning
 - 3rd violation, written warning equal to a suspension, however, actual suspension time will not normally be served, as the intent is to have the employee improve attendance at work. The Department reserves the right to implement suspension time.
 - 4th violation, termination at the discretion of the Department.

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The Department reserves the right to expedite discipline over the above noted progressive discipline for cases of gross sick time abuse.

Sick time abuse examples are, but not limited to, exceeding 7 undocumented sick days per calendar year, calling in sick to avoid rainy, hot or cold weather. To extend weekends or vacations, periodic short term use, sick leave abuse patterns or other as determined by the Department.

- D. Sick leave discipline as related to Article XXIX, Warning Letters, shall not be removed from personnel files for a period of two years. Sick leave discipline shall be progressive from incident to incident, and year to year.
- E. A Doctor's note identifying the cause of sick leave absence is required for said sick leave to be considered documented, except as noted in Section F.
- F. Doctor's notes that do not identify the cause of sick leave absence will be accepted and placed in the personnel file. The Department reserves the right to deem said days as undocumented days, based on review of patterns of abuse.
- G. An employee who is close to retirement and begins using more sick leave to reward himself/herself for not having used much sick time during his/her earlier years, shall not be an acceptable use of sick leave. This employee shall be treated as any other employee with a heavy sick leave use.
- H. In all cases, the City reserves the right to have the employees evaluated by the City's doctor.

APPENDIX C

FINANCE

Memorandum of Agreement

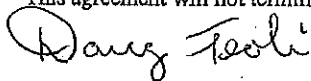
Teamsters Local 251, Environmental Police Officers, agree to cooperate with the City of Fall River's efforts in achieving National Accreditation (CALEA) to include allowing its members to be evaluated in the performance of their duties. The member's immediate supervisor, on a semi-annual basis, will conduct these evaluations.

Completed evaluation forms will be kept in the Office of Accreditation and will only be used to satisfy the minimum requirements of CALEA. The completed evaluation forms will not be shared with outside agencies or to be used for assignments, discipline or any other subject besides the minimum requirements of CALEA. The evaluation format will not expand or broaden without negotiations between the City and the union. An appeals procedure will be established if a member disagrees with any section of his/her evaluation.

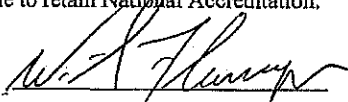
As an agreement for the union's co-operation with National Accreditation, members of the union with twenty years of credible service or credible time within the Fall River retirement system will be granted six weeks furlough. After twenty years of credible time and/or service a union member will be allowed to bank one week of furlough per year but not to exceed five weeks.

As an agreement for the union's co-operation with National Accreditation, members of the union will receive a 1% general wage increase effective July 1, 2012, a .50% general wage increase on January 1, 2013 and a .50% general wage increase on July 1, 2013.

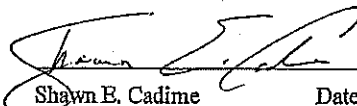
This agreement will not terminate if the city is unable to retain National Accreditation.

 2-26-13

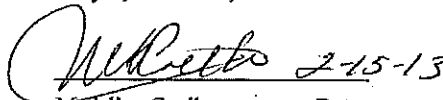
Doug Teoli, Business Agent Date
Teamsters Local 251



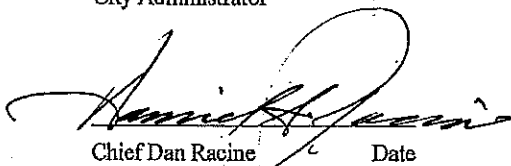
William A. Flanagan Date
Mayor, Fall River, Massachusetts

 2/15/13

Shawn E. Cadime Date
City Administrator

 2-15-13

Madeline Coelho Date
Director of Administrative Services
Human Resources



Chief Dan Racine Date
Police Chief

 2-15-13

Elizabeth Sousa Date
Corporation Counsel

BI-WEEKLY WAGE STEPS- July 2011-July 1, 2013FY 2012- July 1, 2011=Base includes stipends(uniforms,weapons,osha training, longevity)Jan. 1 2012 = 3% increaseApril 1, 2012 = 4% increase 20yrs +FY 2013 - July 1, 2012 = 1% increaseFY 2013 - July 2, 2012 = additional 2.5% retro to7/1/2012Jan. 1 2013 = .50% increaseJan. 2, 2013 = pulled from 7/2/2012 tableFY 2014 - July 1, 2013 = 3% increase originally .50% increaseFY2015 - July 1, 2014 = 2.5% increaseEV11-Enviromental Police 2011

	Min.				Max.
	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
7/1/2011	1192.79	1222.10	1414.20	1472.44	1533.08
1/1/2012	1228.57	1258.76	1456.63	1516.61	1579.07
7/1/2012	1240.86	1271.35	1471.19	1531.78	1594.86
7/2/2012	1271.88	1303.13	1507.97	1570.07	1634.73
1/2/2013	1278.24	1309.65	1515.51	1577.92	1642.91
1/1/2013	1247.06	1277.71	1478.55	1539.44	1602.84
7/1/2013	1316.59	1348.94	1560.98	1625.26	1692.20
7/1/2014	1349.50	1382.66	1600.00	1665.89	1734.50

EN10-Enviromental Police 10 Years

	<u>Step 1</u>
7/1/2011	1540.75
1/1/2012	1586.97
7/1/2012	1602.84
7/2/2012	1642.91
1/2/2013	1651.13
1/1/2013	1610.86
7/1/2013	1700.66
7/1/2014	1743.18

EN15-Enviromental Police 15 Years

	<u>Step 1</u>
7/1/2011	1548.41
1/1/2012	1594.86
7/1/2012	1610.81
7/2/2012	1651.08
1/2/2013	1659.34
1/1/2013	1618.86
7/1/2013	1709.12
7/1/2014	1751.84

EN20-Enviromental Police 20 Years

	<u>Step 1</u>	<u>Step 2</u>
7/1/2011	1556.07	
1/1/2012	1602.75	1666.86
7/1/2012	1618.78	1683.53
7/2/2012	1659.25	1725.62
1/2/2013	1667.55	1734.25
1/1/2013	1626.87	1691.95
7/1/2013	1717.57	1786.27
7/1/2014	1760.51	1830.93

FINANCE**EN25-Enviromental Police 25 Years**

	<u>Step 1</u>	<u>Step 2</u>
7/1/2011	1563.74	
1/1/2012	1610.65	1675.08
7/1/2012	1626.76	1691.83
7/2/2012	1667.43	1734.12
1/2/2013	1675.76	1742.80
1/1/2013	1634.89	1700.29
7/1/2013	1726.04	1795.08
7/1/2014	1769.19	1839.96

EN30-Enviromental Police 30 Years

	<u>Step 1</u>	<u>Step 2</u>
7/1/2011	1602.05	
1/1/2012	1650.11	1716.12
7/1/2012	1666.61	1733.28
7/2/2012	1708.28	1776.61
1/2/2013	1716.82	1785.49
1/1/2013	1674.95	1741.94
7/1/2013	1768.32	1839.06
7/1/2014	1812.53	1885.03

FINANCE /

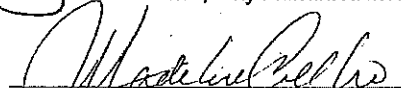
Entered into this 28 day of June, 2013.

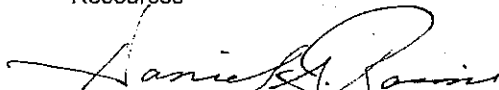
CITY OF FALL RIVER

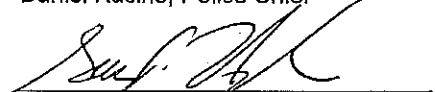
By:


William A. Flanagan, Mayor


Shawn E. Cadime, City Administrator


Madeline Coelho, Director of Human Resources


Daniel Racine, Police Chief


Gary Howayeck, Assistant Corporation Counsel


Elizabeth Sousa, Corporation Counsel

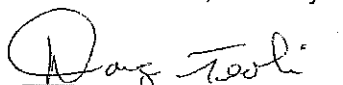
TEAMSTERS, LOCAL 251 FOR ENVIRONMENTAL POLICE OFFICERS

By:

_____, President

_____, Treasurer

_____, Secretary


BUSINESS AGENT

WHEREAS, the cost of employee health insurance will be increasing 11.5%, and

WHEREAS, an increase of this magnitude will be a hardship to employees and retirees, and

WHEREAS, no city employees will receive an 11.5% salary increase, now therefore

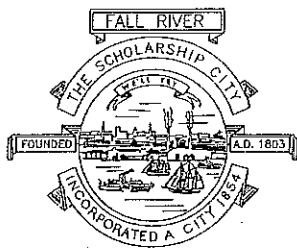
BE IT RESOLVED, that the Committee on Finance convene with the Administration, Blue Cross Blue Shield and the Public Employee Committee to discuss this increase.

In City Council, April 11, 2017
Adopted

A true copy. Attest:

Alison M. Bouchard

City Clerk



City of Fall River
Massachusetts
Office of the Mayor

RECEIVED

2017 APR -6 A 9:35

CITY CLERK
FALL RIVER, MA

JASIEL F. CORREIA II
Mayor

April 3, 2017

The Honorable City Council
One Government Center
Fall River, MA 02722

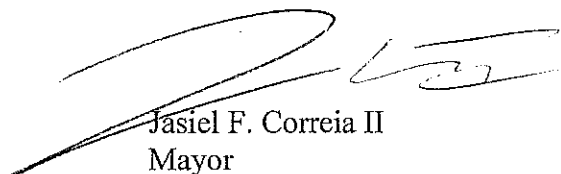
Dear Councilors:

Pursuant to Sec.55 of the City Charter I disapprove the within resolution and return it to you with the following objections:

- 1: There is insufficient funding in Law Department Expenses to satisfy the transfer request.
- 2: The request is so late in the fiscal year that it severely curtails the law department's ability to do year end adjustments. It also equates to \$80,000.000 on an annualized basis which appears to be unsustainable.
- 3: It does not conform to MGL Chapter 44 Section 33B in that the transfer is not "on the recommendation of the mayor", nor is it submitted "with the written approval...of the department having control of the appropriation". In fact the request is specifically disapproved by the department head.

Attached hereto is a detailed letter, dated March 22, 2017 from Corporation Counsel setting forth the same together with supporting documentation from the Director of Financial Services.

Best Regards,



Jasiel F. Correia II
Mayor

CITY OF FALL RIVER
IN CITY COUNCIL

APR 11 2017

*laid on the table
in accordance with
the Charter*

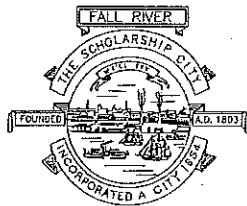
One Government Center • Fall River, MA 02722

TEL (508) 324-2600 • FAX (508) 324-2626 • EMAIL mayor@fallriverma.org

/

City of Fall River
Office of the Corporation Counsel

JASIEL F. CORREIA II
Mayor



JOSEPH I. MACY
Corporation Counsel

GARY P. HOWAYECK
Assistant Corporation Counsel

March 22, 2017

Mayor Jasiel F. Correia II
One Government Center
Fall River, MA 02722

RE: City Council Order of March 21, 2017

Dear Mayor Correia :

I write with reference to the following Order which was passed by the City Council on March 21, 2017.

"ORDERED, that the sum of \$20,000 be transferred, from Law Department Expenses and the same is, hereby appropriated for City Council Expenses to fund the hiring of legal counsel to provide impartial legal advice when required by members of the City Council."

While I have several objections to this "Order" on policy and redundancy grounds the purpose of this letter is to bring to your attention the practical and legal difficulties it presents.

First, there is insufficient funding in Law Department Expenses to satisfy the transfer request. As set forth in the attached letter of even date from Director of Financial Services Mary L. Sahady, CPA, the entire balance of all accounts labeled Law Department Expenses is \$17,750.14. This includes supplies, travel/mileage, dues/memberships (which includes costs of legal education and seminars), and subscriptions (which includes updating law books and our legal reference computer service), all vitally necessary to the functioning of this office. Deducting these expenses from the total leaves \$7,770.53 in Other Professional Services, commonly referred to as "outside counsel". Reference has been made as to this being the desired line item from which the \$20,000 would be paid. In either event, entire balance or outside counsel, the total account does not amount to \$20,000.00. This is not entirely surprising since there remain only four months in the fiscal year.

Second, since the request comes so late in the fiscal year and must be spent prior to June 30, 2017 it would reduce the ability of this office to do any constructive end of year adjustments. Moreover, it equates to \$80,000.00 on an annualized basis which this office's budget cannot absorb in the future.

Third, and most significantly, this order does not conform to MGL Chapter 44 Section 33B the governing statute, titled "Transfer of Appropriations; restrictions". (copy attached) That statute provides, in pertinent part, "no transfer shall be made of any amount appropriated for the use of any city department to the appropriation for any other department except by a 2/3 vote of the city council ON recommendation of the mayor AND with the written approval of the amount of the transfer by the department having control of the appropriation from which the transfer is proposed to be made." (emphasis supplied) Thus, while there was a 2/3 of the city council that vote was not taken "on

1
recommendation of the mayor" nor was it taken "with the written approval of the amount of the transfer" by this department. Therefore two of the three legal requirements of the statute have not been met.

For all of the above reasons I do not suggest approval of this order.



Joseph I. Macy
Corporation Counsel



City of Fall River
Massachusetts
Department of Financial Services
TREASURER • COLLECTOR • AUDITOR • ASSESSOR

JASIEL F. CORREIA II
Mayor

MARY L. SAHADY, CPA
Director of Financial Services

March 22, 2017

Judge Joseph Macy
One Government Center
Fall River, Massachusetts 02722

Judge Macy,

Because of the vote that was taken last evening to transfer \$20,000 from Law Department Expenses to City Council Expenses I felt it was important to report to you this morning that as of today your total law department expenses does not have a remaining balance of \$20,000. See the attached MUNIS report, if it was the Council Intention to include all the accounts labeled as Law Department Expenses that balance is \$17,750.14. However, if it was the Council's intention to transfer from the Other Professional Services line which is where out-side counsel would be paid, the balance is \$7,770.53.

Please let me know if you have any questions.

Respectfully yours,

Mary L. Sahady, CPA
Director of Financial Services

Encl: Year-to-Date MUNIS report for Law Department Expenses
Council Order [noted as item 22] in agenda of March 21, 2017

CITY OF FALL RIVER

YEAR-TO-DATE BUDGET REPORT

FOR 2017 99

ORIGINAL APPROP	TRANSFERS/ ADJUSTMENTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
--------------------	---------------------------	-------------------	--------------	--------------	---------------------	-------------

0100 GENERAL FUND

11510002 LAW DEPARTMENT EXPENSES

531200 OTHER PROFESSIONAL SERVICES
 558600 OTHER SUPPLIES
 571000 TRAVEL/MILEAGE
 573100 DUES, MEMBERSHIPS
 573200 SUBSCRIPTIONS

TOTAL LAW DEPARTMENT EXPENSES

TOTAL GENERAL FUND

GRAND TOTAL

** END OF REPORT - Generated by Mary Sahady **

150,000	40,000	190,000	182,229.47	.00	7,770.53	95.9%
6,000	200	6,200	452.27	200.27	5,547.73	10.5%
2,000	0	2,000	1,085.34	.00	914.66	54.3%
2,000	0	2,000	494.00	.00	1,506.00	24.7%
15,000	0	15,000	12,988.78	.00	2,011.22	86.6%
175,000	40,200	215,200	197,249.86	200.27	17,750.14	91.8%
175,000	40,200	215,200	197,249.86	200.27	17,750.14	91.8%
175,000	40,200	215,200	197,249.86	200.27	17,750.14	91.8%

City of Fall River, *In City Council*

(President Shawn E. Cadime)

ORDERED, that the sum of \$20,000 be transferred, from Law Department Expenses and the same is, hereby appropriated for City Council Expenses to fund the hiring of legal counsel to provide impartial legal advice when required by members of the City Council.

Filed: 2-23-17

Part I ADMINISTRATION OF THE GOVERNMENT**Title VII** CITIES, TOWNS AND DISTRICTS**Chapter 44** MUNICIPAL FINANCE**Section** TRANSFER OF APPROPRIATIONS; RESTRICTIONS**33B**

[Subsection (a) effective until November 7, 2016. For text effective November 7, 2016, see below.]

Section 33B. (a) On recommendation of the mayor, the city council may, by majority vote, transfer any amount appropriated for the use of any department to another appropriation for the same department. In addition, the city council may, by majority vote, on recommendation of the mayor, transfer within the last 2 months of any fiscal year, or during the first 15 days of the new fiscal year to apply to the previous fiscal year, an amount appropriated for the use of any department other than a municipal light department or a school department to the appropriation for any other department, but the amount transferred from 1 department to another may not exceed, in the aggregate, 3 per cent of the annual budget of the department from which the transfer is made. Except as provided in the preceding sentence, no transfer shall be made of any amount appropriated for the use of any city department to the appropriation for any other department except by a 2/3 vote of the city council on recommendation of the mayor and with the written approval of the amount of the transfer by the department having control of the appropriation from which the transfer is proposed to be made. No transfer involving a municipal light department or a school department shall be made under the previous sentence without the approval of the amount of the transfer by a vote of the municipal light department board or by a vote of the school committee, respectively.

[Subsection (a) as amended by 2016, 218, Sec. 75 effective November 7, 2016. For text effective until November 7, 2016, see above.]

(a) On recommendation of the mayor, the city council may, by majority vote, transfer any amount appropriated for the use of any department to another appropriation for the same department. In addition, the city council may, by majority vote, on recommendation of the mayor, transfer within the last 2 months of any fiscal year, or during the first 15 days of the new fiscal year, to apply to the previous fiscal year, any amount appropriated, other than for the use of a municipal light department or a school department, to any other appropriation. Except as provided in the preceding sentence, no transfer shall be made of any amount appropriated for the use of any city department to the appropriation for any other department except by a 2/3 vote of the city council on recommendation of the mayor and with the written approval of the amount of the transfer by the department having control of the appropriation from which the transfer is proposed to be made. No transfer involving a municipal light department or a school department shall be made under the previous sentence without the approval of the amount of the transfer by a vote of the municipal light department board or by a vote of the school committee, respectively.

[Subsection (b) effective until November 7, 2016. For text effective November 7, 2016, see below.]

(b) A town may, by majority vote at any meeting duly held, transfer any amount previously appropriated to any other use authorized by law. Alternatively, the selectmen, with the concurrence of the finance committee or other entity established under section 16 of chapter 39, may transfer within the last 2 months of any fiscal year, or during the first 15 days of the new fiscal year to apply to the previous fiscal year, any amount appropriated for the use of any department other than a municipal light department or a school department to the appropriation for any other department or within a department, but the amount transferred from 1 department to another or within a department may not exceed, in the aggregate, 3 per cent of the annual budget of the department from or within which the transfer is made or \$5,000, whichever is greater.

[Subsection (b) as amended by 2016, 218, Sec. 76 effective November 7, 2016. For text effective until November 7, 2016, see above.]

(b) A town may, by majority vote at any meeting duly held, transfer any amount previously appropriated to any other use authorized by law. Alternatively, the selectmen, with the concurrence of the finance committee or other entity established under section 16 of chapter 39, may transfer within the last 2 months of any fiscal year, or during the first 15 days of the new fiscal year to apply to the previous fiscal year, any amount appropriated, other than for the use of a municipal light department or a school department, to any other appropriation.

(c) No approval other than that expressly provided in this section shall be required for any transfer under this section.

1

City of Fall River
Office of the Corporation Counsel

JASIEL F. CORREIA II
Mayor



JOSEPH I. MACY
Corporation Counsel

GARY P. HOWAYECK
Assistant Corporation Counsel

Advisory

To: All Department Heads, Board Chairman, and Board Members:

Recent events have caused me to believe that it is necessary to provide guidance with respect to legal actions regarding the City.

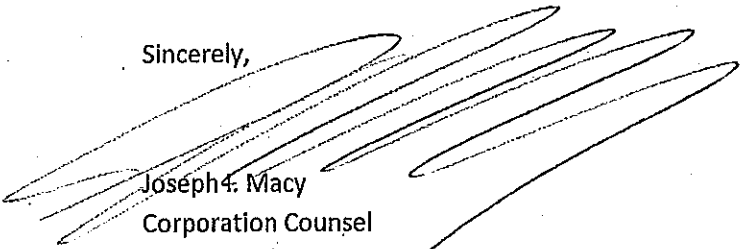
Under our ordinances the Office of the Corporation Counsel is solely and exclusively responsible for defending legal actions against the City and bringing actions on behalf of the City. **NO DEPARTMENT HEAD, BOARD CHAIRMAN, OR BOARD MEMBER MAY INITIATE OR DEFEND LEGAL ACTIONS ON BEHALF OF THE CITY.** The law is crystal clear in this regard. Not only is it the law but it is simple common sense and good administrative practice for the City to have a unified, cohesive and logical legal position in court matters.

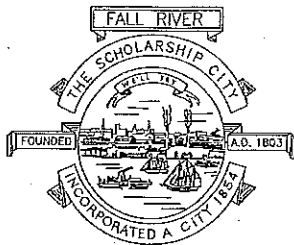
Nothing contained in this advisory should be construed as seeking to limit anyone from exercising their statutory and constitutional rights as an individual. However, I want to reiterate: **NO INDIVIDUAL MAY BRING OR DEFEND ANY LEGAL ACTION IN THE CITY'S NAME OR ON THE CITY'S BEHALF.**

I want to assure you that any and all actions brought against the City or any of you as public officials or in the performance of your official duties will be promptly, and vigorously, defended. Any Actions necessary to affirmatively protect the City's interest will similarly be appropriately initiated.

I am available to discuss the contents of this advisory with any of you at your convenience.

Sincerely,


Joseph I. Macy
Corporation Counsel



City of Fall River
Massachusetts
Office of the Mayor

2

RECEIVED

2017 APR -6 P 12:12

CITY CLERK
FALL RIVER, MA

JASIEL F. CORREIA II
Mayor

April 5, 2017

The Honorable City Council
One Government Center
Fall River, MA 02722

Dear Councilors:

Pursuant to Sec.55 of the City Charter I disapprove the within Act and return it to you with the following objections:

While I have no strong disagreement in principle with a "public-private partnership" I have several difficulties with the proposed "Act" as written.

It appears to encroach on or be redundant of the current power and authority of the City Administrator as custodian of the city property taken by tax title.

It also appears to encroach on the Mayor and the Council's power to sign real estate contracts as set forth in our charter. Similarly, it appears to create a new position or put the Law Department in the difficult position of drafting and approving its own contracts.

It also is silent as to the relationship of the City to a relatively small group of selected realtors. There is no specificity as to their relationship to the City nor the method and amount of their compensation.

In addition, if City properties are to be marketed it seems that the number should be more than five.

For the above reasons I am presently disapproving the proposed "Act" knowing that it may be revisited with more specificity and more open discussion

Best Regards,

Jasiel F. Correia II
Mayor

CITY OF FALL RIVER
IN CITY COUNCIL
APR 11 2017

*Laid on the table
in accordance with
the Charter*

2

City of Fall River
Office of the Corporation Counsel

JASIEL F. CORREIA II
Mayor



JOSEPH I. MACY
Corporation Counsel

GARY P. HOWAYECK
Assistant Corporation Counsel

April 3, 2017

Mayor Jasiel F. Correia II
One Government Center
Fall River, MA 02722

RE: An Act Relative to the Disposal of Municipally Owned Property

Dear Mayor Correia:

I have reviewed the above Act which was adopted by the City Council on March 28, 2017. While I have no strong feelings about the efficacy of the Act it does present several potential problems.

The Act contemplates a municipal real estate officer who would be an existing employee of the municipality's Law Department with "authority to bind the municipality under contracts and agreements". Under our charter the Mayor signs contracts, with respect to real estate, generally with city council approval. The Act, as currently written, would delete or dilute the authority of both the Mayor and the council and put this office in the position of approving its' own agreements; a potentially untenable situation.

If a separate position needs to be created the Act does not provide for the same. If the responsibilities were assigned to the City Administrator no new position would need to be created but the Act would have to be amended.

It appears to me that at the very least the Act needs a thorough review and public input before it should be adopted.

Very truly yours,


Joseph I. Macy, Corporation Counsel

(Councillor Cliff Ponte)

**An Act Relative to the Disposal of Municipally Owned Property in the
City of Fall River, MA**

SECTION 1.

It is the purpose of this act to create an alternative process for the disposition of real property owned by the City of Fall River, MA. This alternative process employs a public-private partnership to re-occupy and reinstitute lost market value in such properties, thereby revitalizing their immediate neighborhoods and the greater community as a whole, while generating greater non-tax sales revenues for the City of Fall River, MA, placing properties back on the active tax rolls and, with their recaptured assessed value, alleviating the burden on other taxpayers to subsidize their share of the property tax levy. This alternative program seeks to accomplish these goals by:

- a. taking advantage of the comprehensive real estate marketing infrastructure, including electronic listing resources, through which licensed real estate brokers and salespersons currently conduct their professional operations;
- b. expanding the pool of potential purchasers in the free market, thereby increasing demand for the properties, thereby increasing the selling price and returns for the City of Fall River, MA; and by
- c. conveying such properties in a time-efficient and cost-effective manner to qualified purchasers with the financial resources to improve and maintain the condition of the properties.

SECTION 2.

Notwithstanding Chapter 30B or any general or special law, rule or regulation to the contrary, the City of Fall River, MA may establish an alternative disposition procedure under which specifically identified real properties that are owned by the municipality may be sold through the professional services of real estate brokers or salesmen licensed under section 87RR of chapter 112 of the Massachusetts General Laws. Such procedure shall include the following:

- (a) a method of identifying specific properties to be sold through the alternative procedure and of determining the cost of rehabilitation; provided, however, that such properties must be free of encumbrances and the municipality holds clear title to each specific property;
- (b) appointment by the Mayor with confirmation by a majority of the City Council, following adoption of this act, of a municipal real estate officer, whom shall be an existing employee of the municipality's Law Department, and whom shall have the authority to bind the municipality under contracts and agreements to which the disposition of such properties are subject, and who will serve as the liaison between the municipality, municipal officials, brokers and salespersons participating in the program, and prospective and actual purchasers in the program;

(c) a qualification review and approval process for licensed real estate brokers and salespersons to participate in the program and to market specific properties in the program; provided, that the approval process shall include review and approval by a majority of the City Council's Real Estate Committee, a representative from the Fall River Board of Realtors, and a representative of a non-profit community group headquartered in the municipality; and provided, further, that the qualification process shall take into account the expertise of the applying broker in pricing, marketing, and selling properties in the municipality and experience with properties of the type being disposed of by the municipality;

(d) such of the additional procedures (i), (ii) and (iii), below, as the municipality may adopt:

(i) a procedure for allocating properties in the program with no more than 5 properties per year being assigned on an exclusive basis to a specific broker or salesperson;

(ii) identification of specific properties in the program, if the municipality chooses, that must be sold to purchasers who will rehabilitate the property sufficiently to acquire a certificate of occupancy within 2 years as determined by the municipality;

(iii) a requirement and procedure for a specific property to revert back to the municipality if the property is not rehabilitated in a specific time period from the closing date unless such period is extended by the municipal real estate officer for good cause; and

(e) all offers for the purchase of property not accepted within 30 days of submission to the municipal real estate officer are deemed rejected, unless such period is extended by mutual agreement between the prospective purchaser and the officer.

CITY OF FALL RIVER
IN CITY COUNCIL

MAR 28 2017

Adopted

PRESENTED TO MAYOR FOR APPROVAL:

APR - 3 2017

APPROVED: _____

Mayor

CITY OF FALL RIVER

3

To the City Council

Councillors:

The Committee on Finance, at a meeting held on April 11, 2017, voted to recommend that the accompanying resolution be referred to the full council, with Councilor Richard Cabeceiras opposed.

Alison M Bouchard
City Clerk

(Councilor Linda M. Pereira)

WHEREAS, there are many abandoned properties in the City of Fall River that are overgrown with weeds and littered with trash, and

WHEREAS, these properties need to be cleaned, now therefore

BE IT RESOLVED, that the Committee on Finance convene with the Administration to provide an update on how the City is addressing these abandoned properties.

In City Council, March 21, 2017
Adopted.

A true copy. Attest:

Alison M. Bouchard

City Clerk

*Tabled in Finance
3-28-17
Ref to full body
4-11-17
Councillors opposed*

City of Fall River, *In City Council*

4

(Councilor Raymond A. Mitchell)

WHEREAS, the charge of assault and battery on a police officer is only a misdemeanor, and

WHEREAS, this act should be changed to a felony to protect police officers, and

WHEREAS, Governor Charlie Baker is filing a bill to make this change, now therefore

BE IT RESOLVED, that the Fall River City Council go on record in support of this bill, and

BE IT FURTHER RESOLVED, that the Legislature consider adding firefighters and emergency medical personnel to the bill.

CITY OF FALL RIVER
IN CITY COUNCIL

APR 11 2017

Objected to

City of Fall River, In City Council

5

(Councilor Richard Cabeceiras)

WHEREAS, Fall River has been without a grant writer for months, and

WHEREAS, a grant writer generates a sizable return on investment for the community, now therefore

BE IT RESOLVED, that the Administration be invited to a future meeting of the Committee on Finance to discuss what steps it has taken and will take to hire a grant writer.



RECEIVED

2017 APR 10 A 11: 58

City of Fall River
Notice of Claim

CITY CLERK #17-34
FALL RIVER, MA

1. Claimant's name: Jennifer Costa
2. Claimant's complete address: 59 Barry Avenue
3. Telephone number: Home: (508) 962-0446 Work: (508) 679-7052
4. Nature of claim: (e.g., auto accident, slip and fall on public way or property damage):
pothole flat tire
5. Date and time of accident: 4/6 0730 Amount of damages claimed: \$ 470.64
6. Exact location of the incident: (include as much detail as possible):
Darol Street Fall River, MA
7. Circumstances of the incident: (attach additional pages if necessary):
Driving on Darol Street hit pothole.
8. Have you submitted a claim to any insurance company for damages arising from this incident? If so, name and address of insurance company: ☐ Yes ☒ No

Be sure to attach the original of any bills issued or any written estimates of repair or replacement costs. (Any documents that you provide will become the property of the City of Fall River; therefore, please retain copies of any such documents for your files.) Attach any other information you believe will be helpful in the processing of your claim (for example, names and addresses of any witnesses, written medical records if personal injury was sustained).

I swear that the facts stated above are true to the best of my knowledge.

Date: 4/6/17 Claimant's signature: Jennifer Costa

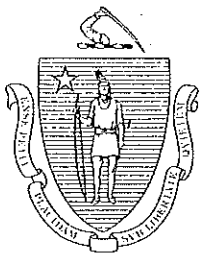
WHEN TO FILE: If your claim is based on a defect in a public way, you must file within 30 days of the incident. If your claim is based on the negligence or wrongful act or omission of the City or its employees, you must file within two years of the incident. PLEASE KEEP A COPY OF THIS FORM FOR YOUR RECORDS.

Return this from to : City Clerk, 2nd Fl., One Government Center, Fall River, MA 02722

You should consult with your own attorney in preparing this claim form to understand your legal rights. The Office of the Corporation Counsel is unable to provide legal assistance to private citizens.

For official use only:

Copies forwarded to: ☒ City Clerk ☒ Law ☒ City Council ☐ City Administrator ☒ DPW Date: 4/10/17



MAURA HEALEY
ATTORNEY GENERAL

THE COMMONWEALTH OF MASSACHUSETTS
OFFICE OF THE ATTORNEY GENERAL

ONE ASHBURTON PLACE
BOSTON, MASSACHUSETTS 02108

(617) 727-2200
www.mass.gov/ago

April 12, 2017

OML 2017 - 59

Joseph I. Macy, Esq.
Corporation Counsel
City of Fall River
One Government Center
Fall River, MA 02722

RE: Open Meeting Law Complaint

Dear Attorney Macy:

This office received two complaints from CJ Ferry, dated January 10, 2017 and February 7, 2017, alleging that the Fall River City Council Subcommittee on Economic Development & Tourism (the "Subcommittee") violated the Open Meeting Law, G.L. c. 30A, §§ 18-25. The complaints were originally filed with the Subcommittee on December 13, 2016 and January 13, 2017, and you responded, on behalf of the Subcommittee, by separate letters dated January 9, 2017 and February 3, 2017, respectively. In his first complaint, Mr. Ferry alleges that the Subcommittee's November 29, 2016 meeting notice lacked sufficient detail, and that during the meeting, the Subcommittee discussed a topic that was not listed on the notice. The second complaint alleges that the Subcommittee failed to properly respond to an Open Meeting Law complaint within 14 business days.

After reviewing the original complaints, the Subcommittee's responses to the complaints, the complaints filed with our office requesting further review, the notice of and open session minutes from the Subcommittee's November 29, 2016 meeting, as well as a video recording of that meeting, we resolve this complaint by informal action in accordance with 940 CMR 29.07(2)(a).¹ We find that the Subcommittee violated the Open Meeting Law in the ways alleged.

The first complaint concerns a Subcommittee meeting held on November 29, 2016. The timely posted notice for this meeting listed four topics, two of which involved the City's branding initiative. Specifically, the notice listed "1. Resolution – Committee on Economic Development and Tourism invite Robert Mellion, President and CEO of Fall River Chamber of

¹ The video recording is available at <http://vod.frgtv.us/video/193714426>.

RECEIVED
2017 APR 18 PM 12:03
CITY CLERK
FALL RIVER, MA

Commerce, to hear [the] Chamber's ideas on a branding initiative" and "2. Order – That the sum of \$30,000 be transferred from the Mayor's Office Salaries to the Mayor's Office Expenditures for the launching of the City's branding initiative." During the meeting, Mr. Mellion presented the Subcommittee with several tourism brochures that are being used by the Chamber of Commerce as marketing tools to promote the City of Fall River. The Subcommittee then heard from EGN Consultants and Figmints Delicious Designs who gave a power-point presentation explaining the strategy for creating a Fall River brand and the recommendation that the brand be the term "Make It Here." Finally, the Subcommittee unanimously voted to recommend that the order transferring \$30,000 for launching the City's branding initiative be adopted.

The complaint first alleges that the Subcommittee failed to include a topic on the November 29, 2016 meeting notice for the power-point presentation by EGN Consultants and Figmints Delicious Designs. A public body must post notice of every meeting at least 48 hours in advance and include a listing of topics that the chair reasonably anticipates will be discussed. G.L. c. 30A, § 20(b). The list of topics shall have "sufficient specificity to reasonably advise the public of the issues to be discussed at the meeting." 940 CMR 29.03(1)(b). We generally consider a topic to be sufficiently specific when a reasonable member of the public could read the topic and understand the anticipated nature of the public body's discussion. See OML 2015-35.² Even though the power-point presentation related to the City's branding initiative, we find that the November 29 meeting notice was not sufficiently detailed because the notice only advised the public that Mr. Mellion would be speaking about the branding initiative and the Subcommittee reasonably anticipated the power-point presentation by EGN Consultants and Figmints Delicious Designs to occur that evening.

The second complaint alleges that the Subcommittee failed to respond to an Open Meeting Law complaint in the timeframe required by the Law. A public body must respond to an Open Meeting Law complaint within 14 business days, unless the public body requests an extension from the Director of the Division of Open Government. G.L. c. 30A, § 23(b); 940 CMR 29.05(5). The Subcommittee responded by letter dated January 9, 2017 to an Open Meeting Law complaint filed with the Subcommittee on December 13, 2016 – 16 business days after the complaint was filed. On March 22, 2017, we issued determination OML 2017-45 finding that the Fall River City Council intentionally violated the Open Meeting Law by failing to respond to an Open Meeting Law complaint within 14 business days.

We take this opportunity to remind the Subcommittee of its obligations under the Open Meeting Law, and order no additional relief. We now consider the complaints addressed by this determination to be resolved. This determination does not address any other complaints that may be pending with our office or the Board. Please feel free to contact our office at (617) 963-2540 if you have any questions regarding this letter.

² Open Meeting Law determinations may be found at the Attorney General's website, www.mass.gov/ago/openmeeting.

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Sincerely,



KerryAnne Kilcoyne
Assistant Attorney General
Division of Open Government

cc: CJ Ferry
Fall River City Council Subcommittee on Economic Development & Tourism

This determination was issued pursuant to G.L. c. 30A, § 23(c). A public body or any member of a body aggrieved by a final order of the Attorney General may obtain judicial review through an action filed in Superior Court pursuant to G.L. c. 30A, § 23(d). The complaint must be filed in Superior Court within twenty-one days of receipt of a final order.

RECEIVED

April 5, 2017

2017 APR -7 P 2:44

CITY CLERK _____
FALL RIVER, MA

Mr. Ceasar Braga
708 South Almond Street
Fall River, MA 02724

Telephone 508-617-4446

Fall River City Council
One Government Center
Fall River, MA 02720

Dear Council:

This is the second time that I am appealing to the City Council for the same issue concerning my neighbor, Eric Raposo residing at 278 Center Street, Fall River, MA. 02724

Mr. Raposo has totally ignored the considerations and conclusions of our last meeting of the Council. He was told to cease and desist his business operations from his home in a residential section where he resides next to my home at 708 South Almond Street. After the meeting ended Mr. Raposo stated that he wanted no issues and would fully comply. He was told to move his truck to another property and to also empty his garage of equipment.

He returned to his property on 278 Center Street with intentions of doing the complete opposite. He parked his truck on Center Street for a very short period of time and began parking on South Almond ignoring the Council and began full operations of his business DBA/ E & R Landscaping and also his truck with plow service.

The same problems began again:

1. Operating a business in a residential section
2. Ignoring the City Council's decision
3. Trucks parked on South Almond Street and on other side of South Almond Street in a snow ban blocking traffic.

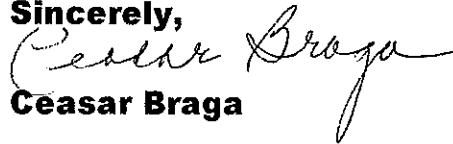
11
**noise in early hours starting truck, weekdays and weekends
and vulgarity.**

**I have gone to speak to Mr. Joseph Biszko, Glenn, many times to no
avail and this matter for whatever reason has been ignored by the
governing department.**

**I beg that this matter this time is finally dealt with and sanctions
be placed on Mr. Eric Raposo because he obviously can not or will not
obey the law of every residential section in the City of Fall River, MA.**

**I am requesting another City Council meeting, of which, I hope is the
last to restate issues and former recommendations.**

Sincerely,


Cesar Braga

REGULAR MEETING OF THE CITY COUNCIL

MEETING: Tuesday, February 7, 2017 at 7:00 p.m.
Council Chamber, One Government Center

PRESENT: President Shawn E. Cadime, presiding;
Councilors Richard Cabeceiras, Joseph D. Camara, Steven A. Camara,
Pam Laliberte-Lebeau, Stephen R. Long, Linda M. Pereira and Cliff Ponte

ABSENT: Councilor Raymond A. Mitchell

IN ATTENDANCE: None

President Shawn E. Cadime called the meeting to order at 7:48 p.m. with a moment of silence followed by a salute to the flag and announced that the meeting may be recorded with audio or video and transmitted through any medium.

PRIORITY MATTERS

1. Mayor and veto of \$123,000,000 loan order for Integrated Wastewater and Stormwater Master Plan Improvements
On a motion made by Councilor Stephen R. Long and seconded by Councilor Steven A. Camara, it was unanimously voted that the veto be laid over to the next meeting in accordance with the City Charter, with Councilor Raymond A. Mitchell absent and not voting.
2. Mayor and order for ballot question for \$123,000,000 loan order for Integrated Wastewater and Stormwater Master Plan Improvements
On a motion made by Councilor Steven A. Camara and seconded by Councilor Linda M. Pereira, it was unanimously voted that the order be tabled, with Councilor Raymond A. Mitchell absent and not voting.
3. Collective bargaining agreement for LAW Local 124 Building Custodians
On a motion made by Councilor Richard Cabeceiras and seconded by Councilor Linda M. Pereira, it was unanimously voted that the collective bargaining agreement be referred to the Committee on Finance, with Councilor Raymond A. Mitchell absent and not voting.
4. Mayor and order to adopt Chapter 467 of the Acts of 2008 "An Act Relative to the Retirement Benefits of Emergency Medical Technicians"
On a motion made by Councilor Steven A. Camara and seconded by Councilor Pam Laliberte-Lebeau, it was unanimously voted that the order be referred to the Committee on Finance, with Councilor Raymond A. Mitchell absent and not voting. Councilor Cliff Ponte requested that a representative from the Retirement Board and Corporation Counsel be invited to the Finance Committee Meeting when this matter is discussed. Councilor Linda M. Pereira requested that the Director of Financial Services also be invited to discuss how this will increase the retirement liability.

5. Mayor requesting proposed ordinance to establish the position of Treasurer/Collector
On a motion made by Councilor Richard Cabeceiras and seconded by Councilor Cliff Ponte, it was unanimously voted that the communication be referred to the Committee on Ordinances and Legislation, with Councilor Raymond A. Mitchell absent and not voting. Councilor Cliff Ponte commended the Administration for sending this request to the Council so that discussion can be held prior to posting any position.

6. Mayor and resolution regarding Section 108 loan application for the replacement of fire equipment in low income census tracts
A motion was made by Councilor Linda M. Pereira and seconded by Councilor Richard Cabeceiras, to refer the resolution to the Committee on Finance. Councilor Stephen R. Long stated that this was just a change in the language that the Federal Government is requesting and he would rather just vote on the matter tonight. The motion to refer the resolution to the Committee on Finance was unanimously voted, with Councilor Raymond A. Mitchell absent and not voting.

7. Board of Election Commissioners and orders authorizing Preliminary Municipal Election to be held Sept. 12, 2017 and Municipal Election to be held Nov. 7, 2017 and polling places
On a motion made by Councilor Richard Cabeceiras and seconded by Councilor Cliff Ponte, it was unanimously voted to adopt the orders with Councilor Raymond A. Mitchell absent and not voting.

PRIORITY COMMUNICATIONS – None

COMMITTEE REPORTS

Committee on Finance recommending:

Referral to Committee on Budget Preparation, Revenue and Audits

8. Fiscal Year 2017 Quarter 2 Budget Report
On a motion made by Councilor Richard Cabeceiras and seconded by Councilor Steven A. Camara, it was unanimously voted to refer the report to the Committee on Budget Preparation, Revenue and Audits, with Councilor Raymond A. Mitchell absent and not voting.

ORDINANCES – None

RESOLUTIONS – None

CITATIONS – None

ORDERS – HEARINGS

Auto Repair Shop License

9. Tiago Botelho, 424 High Hill Road, Dartmouth, MA, d/b/a Mill City Diesels Auto Repair and Sales, for a license to operate an auto repair shop at 1139 Slade Street
On a motion made by Councilor Richard Cabeceiras and seconded by Councilor Pam Laliberte-Lebeau, it was unanimously voted that the order be adopted with restrictions, with Councilor Raymond A. Mitchell absent and not voting. Councilor Linda M. Pereira requested the City Clerk to read the restrictions. They are as follows:

Restrictions:

1. Hours of operation Sun-Sat 7:00 a.m. to 7:00 p.m.
2. Down Shielded lights after 7:00 p.m.
3. Signs to confirm with the B-L District
4. No work on vehicles outside

5. No storage of vehicles outside other than the vehicles for sale
6. No activity after 7:00 p.m.
7. No towing after 7:00 p.m.

Approved, February 14, 2017, Mayor Jasiel F. Correia II

ORDERS – MISCELLANEOUS

10. Home rule petition providing accidental death benefits to surviving spouse of Fall River Firefighter Adam Franco

A motion was made by Councilor Cliff Ponte and seconded by Councilor Pam Laliberte-Lebeau to adopt the home rule petition. Councilor Linda M. Pereira stated that Firefighter Adam Franco had served the Fall River Fire Department for four years and eight months. That made him four months short of being covered by the cancer bill and she believes that this would be the right thing to do, as a community. The motion to adopt the home rule petition was unanimously voted, with Councilor Raymond A. Mitchell absent and not voting.

Approved, February 14, 2017, Mayor Jasiel F. Correia II

On a motion made by Councilor Stephen R. Long and seconded by Councilor Steven A. Camara, it was voted 8 yeas to lift the financial order for the transfer of \$30,000 from the Mayor's Office Salaries to the Mayor's Office Expenditures from the table, with Councilor Raymond A. Mitchell absent and not voting.

Order - \$30,000 Financial Order Transfer from Mayor's Office Salaries to Expenditures
(tabled 1/10/17)

A motion was made by Councilor Richard Cabeceiras to grant the order leave to withdraw, but received no second. A further motion was made by Councilor Steven A. Camara and seconded by Councilor Stephen R. Long to adopt the order. A further motion was then made by Councilor Stephen R. Long and seconded by Councilor Pam Laliberte-Lebeau to waive the rules to allow the City Administrator and the Director of Financial Services to answer questions in this regard and it was unanimously voted, with Councilor Raymond A. Mitchell absent and not voting. Councilor Pam Laliberte-Lebeau asked what the \$30,000 would be used for. The City Administrator stated that once the funding is approved, an RFP would be issued for an event to promote the branding initiative. Councilor Richard Cabeceiras stated that he would like to have it in writing that the City can use the slogan "Make It Here" from Corporation Counsel. A motion was made by Councilor Steven A. Camara and seconded by Councilor Stephen R. Long to amend the order from \$30,000 to \$20,000. It was voted 5 yeas, 3 nays to amend the order, with Councilor Raymond A. Mitchell absent and not voting and Councilors Richard Cabeceiras, Linda M. Pereira and President Shawn E. Cadime voting in the negative. A further motion was then made by Councilor Steven A. Camara and seconded by Councilor Stephen R. Long to adopt the order, as amended. It was voted 5 yeas, 3 nays to adopt the order, as amended with Councilor Raymond A. Mitchell absent and not voting and Councilors Richard Cabeceiras, Linda M. Pereira and President Shawn E. Cadime voting in the negative.

11. Police Chief's report on licenses

Taxicab Drivers:

Ryan Anderson	Dereon Broderick	Gerald Conyers
Jonathan Farias	James Gomes Jr.	Richard Hannah
Bethany Isherwood	David Marshall Sr.	Colin M. Redlich
Muhammad Shabbir	Matthew L. Stets	

Private Livery Drivers:

Sandra Barcellos Dion
David Marshall Sr.

Private Livery Vehicles:

Princess Limousine LLC – 8 vehicles

On a motion made by Councilor Steven A. Camara and seconded by Councilor Richard Cabeceiras, it was unanimously voted to adopt the order, with Councilor Raymond A. Mitchell absent and not voting.

12. Auto Repair Shop license renewals:

- Robert Luongo d/b/a Bob Luongo's Auto Sales, 643 Brayton Avenue
- Kirk Carrier, Kirk's Transmissions, Inc., 461 Globe Street

On a motion made by Councilor Richard Cabeceiras and seconded by Councilor Cliff Ponte, it was unanimously voted to adopt the order, with Councilor Raymond A. Mitchell absent and not voting.

Approved, February 14, 2017, Mayor Jasiel F. Correia II

COMMUNICATIONS – INVITATIONS – PETITIONS

13. Claims

On a motion made by Councilor Richard Cabeceiras and seconded by Councilor Linda M. Pereira, it was unanimously voted to refer the claims to Corporation Counsel, with Councilor Raymond A. Mitchell absent and not voting.

14. Communication from Attorney General regarding OML complaint of January 17, 2017 regarding OML complaint of December 27, 2016

On a motion made by Councilor Richard Cabeceiras and seconded by Councilor Cliff Ponte, it was unanimously voted that the communication be accepted and placed on file, with Councilor Raymond A. Mitchell absent and not voting.

15. Communication from Tammy Moutinho, Dept. of Bldgs. & Grounds re: reporting overtime hours of department employees

On a motion made by Councilor Steven A. Camara and seconded by Councilor Pam Laliberte-Lebeau, it was unanimously voted that the communication be accepted and placed on file with a copy to the Mayor and City Administrator, with Councilor Raymond A. Mitchell absent and not voting.

16. Drainlayer license - Peter Deterra Excavating

On a motion made by Councilor Steven A. Camara and seconded by Councilor Linda M. Pereira, it was unanimously voted that the drainlayer license be approved, with Councilor Raymond A. Mitchell absent and not voting.

17. Zoning Board of Appeals Minutes – December 15, 2016

On a motion made by Councilor Richard Cabeceiras and seconded by Councilor Steven A. Camara, it was unanimously voted that the minutes be accepted and placed on file, with Councilor Raymond A. Mitchell absent and not voting.

BULLETINS – NEWSLETTERS – NOTICES – None

On a motion made by Councilor Richard Cabeceiras and seconded by Councilor Steven A. Camara, it was unanimously voted to adjourn at 8:44 p.m.

List of documents and other exhibits used during the meeting:

Agenda packet (attached)

CD and DVD of meeting

Correspondence submitted by EMS Personnel (attached)

A true copy. Attest:

Alison M. Bouchard

City Clerk