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**MEMORANDUM OF AGREEMENT
BETWEEN THE SUPERINTENDENT OF SCHOOLS FOR THE SCHOOL
COMMITTEE AND THE LABORERS' INTERNATIONAL UNION OF NORTH
AMERICA, AFL-CIO PUBLIC EMPLOYEES LOCAL 1144 for the SCHOOL
CAFETERIA WORKERS FOR THE BARGAINING TEAM MEMBERS**

This Memorandum of Understanding is entered into by and between representatives of the Laborers' International Union of North America, AFL-CIO Public Employees Local 1144 (Local 1144), on behalf of the School Cafeteria Workers and the Superintendent of Schools on behalf of the School Committee. While the parties tentatively agree to the terms that follow, it is understood that the agreement cannot be finalized without express approval of the Local 1144 bargaining team members and the TPS Subcommittee Chair for the Taunton School Committee and his/her respective negotiation team members. When fully endorsed by both parties, it is fully understood that the entire agreement must be ratified by both the Local 1144 and the Taunton School Committee in order for the contractual changes to be enacted.

I. SALARY AND COMPENSATION

- Effective July 1, 2019
- 3 Year Contract
- Article XIII, pg. 14-15:
 - FY20 Wages: (Year 1 of 3)
 - Increase of \$0.50 per hour plus a 2% increase to the salary grid.
 - FY21 Wages: (Year 2 of 3)
 - Increase of \$0.25 per hour plus a 2% increase to the salary grid.
 - FY22 Wages: (Year 3 of 3)
 - Increase of \$0.50 per hour plus a 2% increase to the salary grid.
- Article XIII, pg. 15:
 - Delete line for "Satellite Supervisor" and move all staff with this title to "Senior Cook" line. Additionally, a letter confirming the new title for all staff formerly known as "Satellite Supervisor" will be issued.
- Article VIII(c), pg. 11:
 - Add language to confirm that Holiday pay will reflect the shift the employee would have been assigned that day (i.e. if they would have been assigned to the out of grade position for the day, they will receive holiday pay at the out of grade rate).
- Article X, pg. 13:
 - No contract language changes – but agree that the District will reimburse any staff who purchased composite-toed shoes prior to the commencement of negotiations (i.e. prior to April 25, 2019), upon presentation of supporting documentation of purchase.

II. LANGUAGE CHANGES

1. Article I, Section 3, pg. 1 – Agency Fee – delete in its entirety.
2. Article IV, pg. 5 – Effective July 1, 2019, Civil Service shall be eliminated for all new members hired into the Union. All current employees as of this date will maintain their Civil Service rights. Any and all actions necessary to implement this change will be taken by both parties, and the Collective Bargaining Agreement will be revised, consistent with the revisions made to the Custodian's Agreement at the time

3. Article VI(f), pg. 8 – Clarify that perfect attendance means no use of sick, personal or unpaid days. Any staff who do not use any personal days in the school year, in addition to current incentive (1 "bonus" personal day per ½ of year of perfect attendance which is able to be carried over per contract) will be able to have their 3 unused (non-"bonus") days bought back at their per diem rate. This will not be available if a personal day (bonus or otherwise is used).

Example –

FY 20 – Employee A does not use any personal days in this school year – S/he will receive his/her 3 days bought back at his/her per diem plus 2 "bonus" days (that can be accumulated to 4 over a 2 year period). If Employee A were to use any personal day (bonus or otherwise) in FY20, no days are "bought back" and no more "bonus" days are granted for this year.

FY21, Employee A starts with 5 personal days (3 for FY21 plus 2 "bonus"). If Employee A does not use any personal days in this school year, s/he will receive his/her 3 days bought back at his/her per diem plus 2 more "bonus" days (that can be accumulated to 4 over a 2 year period).

FY22, Employee A starts with 7 personal days (3 for FY22 plus 4 "bonus" days). If Employee A were to use any personal day (bonus or otherwise) in FY21, no days are "bought back" and no more "bonus" days are granted for this year.

4. Article VIII(a), pg. 10 – Eliminate language in the first paragraph that provides for employees to work 1.5 days for 2 days' pay prior to the start of the year. See attached language in Exhibit "A".
5. Article VIII(B), pg. 10 – Add a new paragraph relating to establishing procedures for the start and end of the work day and to account for staff presence/absence in the buildings, consistent with District practices, for safety reasons. See attached language in Exhibit "A".
6. Article IX, Section 4, pg. 13 – Delete this Section (there are no step rates).
7. Article X (first and second paragraph), pg. 13 – Clarify that clothing allowance will be paid in January for personnel that have worked from January – December. Staff with less than one year of service will receive ½ of their allowance in January and the rest in June. See attached language in Exhibit "A".
8. Article X (third paragraph), pg. 13 – Revise the language relating to the specific uniform requirements. See attached language in Exhibit "A".
9. Article XIII, Section 1, pg. 15 – Revise salary grid for Helper positions to reflect only Full Time Helper (7 Hours) and Part Time Helper (2.0 hours to 5.5 Hours), as the hours of Part Time Helper positions do not reflect what is listed in the grid.

10. Article XVI, pg. 16 – Bereavement Leave – update/revise to reflect revisions made to TEA and other Union contracts. See attached language in Exhibit “A”.

11. Article XIX, Section 1, pg. 17 – Personal Leave – Add a new sentence at the end of the first paragraph, consistent with TEA and District practice for other employees to read “All personal leave requests will not be submitted prior to July 1 of the school year to which the requested time applies.”

12. Article XXI, Section 1, pg. 18 – Section 2 - reduce the probationary period to 60 days.

III. ADMINISTRATIVE CHANGES (No Contract Language edits involved)

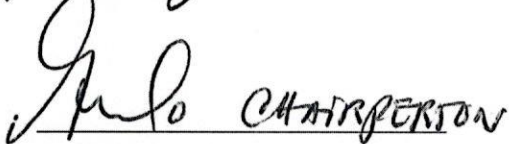
A. The Committee (via an email from the Cafeteria Department and/or payroll department to Local 1144) will provide Local 1144 with a Seniority list twice a year (at the Opening Meeting and in January).

B. Within fifteen (15) working days of hire, the Committee (via an email from the Cafeteria Department to Local 1144) shall provide the Union with the name and location of any new hire into Local 1144.

Wherefore, this Memorandum of Agreement is hereby signed and sealed by the parties' duly authorized representatives:


For the Committee:

For Local 1144:


CHAIRPERSON

Date: 8/21/2019

EXHIBIT “A”

Date:

• **Part II #4: Work Year (revise Article VIII(a))**

“The normal work year for employees covered by this Agreement shall consist of one hundred and eight (180) class days required by the Massachusetts Department of Elementary and Secondary Education plus ~~two (2) days one and a half (1.5) additional scheduled days for which two (2) full days of pay will be issued prior to the start of the school year. Should any additional time be required beyond 1.5 days, such hours shall be paid at the employee's overtime rate.”~~”

• **Part II #5: Sign In/Out (new paragraph in Article VIII(b))**

“All Association members shall utilize any timeclock devices, or if none exist, sign in and out of the school building at the start of the day, at the conclusion of their shift, and whenever they leave during the work day for any reason. With the exception of their lunch period, all Association members must obtain prior approval from the Senior Cook who in turn will notify the Cafeteria Department office (i.e. Director of Food Services or designee) and

building Principal or designee, to leave during the work day for any reason. The Senior Cook in each building will account for all cafeteria building staff during all safety drills."

- **Part II #7:** Uniform Allowance (revise first two paragraphs of Article X)

"All cafeteria personnel covered by this Agreement shall receive a uniform allowance in each year payable as of January 1st of each year. Employees who are absent for twenty (20) or more days during any calendar year, will have their clothing allowance pro-rated based on the number of days present in the calendar year *which amount will also be paid on January 1st.*"

"New employees (*hired after the start of the calendar year*) shall receive one half (1/2) of their allotted clothing allowance *on the following January 1st or June 30th, whichever occurs first, at the successful completion of their probationary period. On the next June 30th or January 1st, whichever occurs second,* the new employee shall receive the remaining one half (1/2) of the clothing allowance, never to exceed the contractual amount in any given three hundred and sixty five (365) day period."

- **Part II #8:** Uniform Allowance (revise third paragraph of Article X)

"Uniforms will consist of pants (*no shorts, capris or leggings*) ~~or skirts of assorted colors~~ with uniform tops of assorted colors ~~or white dresses~~ and white, black or off colored (dark) shoes *as further described. Effective July 1, 2017,* All shoes will be rubber soled, *water-proofed, non-porous fabriced, closed back and enclosed.* Nametags furnished by the City of Taunton School Department are required. The uniform allowance for all employees will be ~~\$725.00 per year for FY 17 (to be paid on January 1, 2017), and \$775.00 per year for FY18 and FY19 (to be paid on January 1, of each year 2018 and January 1, 2019, respectively).~~"

- **Part II #10:** Bereavement Leave (replacement language to Article XVI)

1. Employees shall be entitled to a total of five (5) days' leave in the event of death in the employee's immediate family or other person living in the employee's household. Immediate family should be defined as the spouse, child, parent, stepchildren, mother-in-law, father-in-law, brother, sister, son or daughter-in-law, grandparent, grandchildren, step-parent or step sibling. **These days will be consecutive calendar days starting the day after the person's death.** Legal holidays and weekend days will not be counted against the bereavement leave.
2. There will be three (3) days' leave in the event of death of the employee's brotherinlaw, sisterinlaw, niece, nephew and one (1) day's leave in the event of death of the employee's aunt, uncle or cousin.
3. The Superintendent will authorize additional bereavement leave days when necessitated by the existing circumstances. This may also include time necessary to attend the funeral of a close friend or relative not mentioned above."