

MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING** ("MOU") is entered into by and between the Taunton School Committee (hereinafter "the Committee") and the Laborers' International Union of North America, AFL-CIO Public Employees Local 1144 on behalf of the Cafeteria Workers of the Taunton Public School District (hereinafter "the Cafeteria Workers").

WHEREAS, the Committee and the Cafeteria Workers have entered into a Collective Bargaining Agreement for the period July 1, 2019 through and including June 30, 2022 (Current CBA); and

WHEREAS, due to the COVID-19 Pandemic the parties have met for the purposes of bargaining the impact of the return to school plan of the Taunton Public Schools for the 2020-2021 school year, and any changes to the Current CBA that may be needed.

NOW, THEREFORE, the Committee along with the Superintendent, acting as agent of the Committee, hereby, mutually agree to the following terms and conditions.

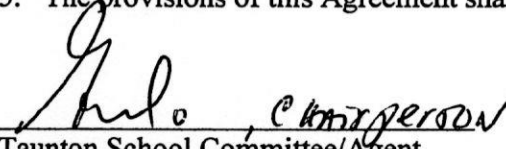
Unless described in this MOU, all other contractual benefits remain in full force for the Cafeteria Workers under the existing Collective Bargaining Agreement between the Committee and the Cafeteria Workers dated July 1, 2019 through June 30, 2022.

1. The Director of Food Services shall have the right to temporarily reassign any staff member to another building for the first 90 days of the 2020/2021 school year. The parties agree to reexamine the need to extend such temporary reassignment for an additional period of time as deemed necessary to address the food service needs of the Taunton Public School District for the 2020/2021 school year.
2. For daily coverage needs to support a staff absence, in the event that a substitute cannot be obtained, the Director of Food Services may assign a staff member from a volunteer list or a mandatory list to cover the shift of the absent staff member. The volunteer list will include individuals who are willing to substitute. The mandatory list will include all other staff members listed in reverse order of seniority by classification (i.e. Senior Cook, Cook, Helper).

In making assignments the Director of Food Services will go first to the volunteer list. If there is a staff member on this list who is appropriately certified and experienced in the area of the absence, that person will be assigned to substitute. There will be an equitable rotation of staff members on the volunteer list.

In the event that a substitute cannot be found and there is no staff member available on the volunteer list who is appropriately certified and experienced, then the Director of Food Services may assign a staff member from the mandatory list in the area of the classification of the absent staff member, in reverse order of seniority. Once all members on the mandatory list have been so assigned to cover for an absence, the Director of Food Services will restart with the least senior staff member for the subsequent absence.


3. The District agrees that the following topics will be addressed at the Opening Day and any additional start of the year professional development sessions: 1) Summary of available PPE, and how to use it properly; 2) Contingency plans should an employee become sick (see Proposal 3 above); and 3) Protocols for responding to COVID-19 Scenarios in school, for staff and students. The Business Manager for the Union may attend any and all Professional Development Sessions.
4. The parties agree that additional professional development sessions beyond the two days already provided for in Article VIII of the contract may be mandated at the start of the year so as to ensure appropriate training, protocols and information relating to returning to school for the 2020-2021 school year is shared. Such professional development sessions may occur in person, in accordance with necessary health and safety requirements or virtually via Zoom.
5. The provisions of this Agreement shall end at the conclusion of the 2020/2021 school year.


Taunton School Committee/Agent

8/10/2020
Date


Cafeteria Workers, Local 1144,
President

8/13/2020
Date


8/13/2020

**SIDE LETTER OF AGREEMENT
BETWEEN
THE TAUNTON SCHOOL COMMITTEE
AND**

**THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO
PUBLIC EMPLOYEES LOCAL 1144 on behalf of the CAFETERIA WORKERS of the
TAUNTON PUBLIC SCHOOL DISTRICT**

This **SIDE LETTER OF AGREEMENT** is entered into by and between the Taunton School Committee (hereinafter "the Committee" or "District") and the Laborers' International Union of North America, AFL-CIO Public Employees Local 1144 on behalf of the Cafeteria Workers of the Taunton Public School District (hereinafter "the Cafeteria Workers" and jointly the "Parties").

WHEREAS, the Committee and the Cafeteria Workers have entered into a Collective Bargaining Agreement for the period July 1, 2019 through and including June 30, 2022 (Current CBA); and


WHEREAS, due to the COVID-19 Pandemic that resulted in the closure of schools from March 13, 2020 through the remainder of the 2019/2020 school year, although staff continued to receive full pay throughout this time, the parties are looking to adjust the implementation date of their attendance incentive provisions under the Current CBA.

NOW, THEREFORE, the Parties agree to the following:


1. The terms and conditions set forth in the Cafeteria Workers Collective Bargaining Agreement for the period July 1, 2016 through and including June 30, 2019, shall continue in full force and effect, except as modified by this **SIDE LETTER OF AGREEMENT**.
2. The changes to Article VI(f) under the Current CBA from the language that existed in the Collective Bargaining Agreement between the parties for the period July 1, 2016 through June 30, 2019 shall not take effect until the start of the 2020/2021 school year.
3. Notwithstanding the provisions of Paragraph 2, above, the changes to Article VI(f) shall be implemented in the 2019/2020 school year for any employee who worked to serve food to families during the school closure period and who would otherwise qualify for this benefit.
4. This Agreement is intended to pertain only to the terms of the CBA set forth herein. All other terms and conditions of the CBA shall continue in full force and effect, and are not modified by this Agreement.
5. This Agreement is made without prejudice or precedent and shall not establish any practice by which either party may be bound at any time in the future.


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WHEREFORE, the Committee and the Association have caused this **SIDE LETTER OF AGREEMENT** to be executed by their duly-authorized representatives this 13 day of August, 2020.


Chairperson
Taunton School Committee/Agent

8/10/2020
Date


For the Cafeteria Workers

8/13/2020
Date


8/13/20/20