

AGREEMENT

between the

SCHOOL COMMITTEE

of the

CITY OF TAUNTON, MASSACHUSETTS

and the

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO

PUBLIC EMPLOYEES LOCAL 1144



CAFETERIA WORKERS

July 1, 2019 through June 30, 2022

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The City of Taunton and the Negotiating Team of the Massachusetts Laborers' District Council in behalf of Public Employees' Local Union 1144 of the Laborers' International Union of North America hereby agree upon a three year collective bargaining contract to be effective from July 1, 2019 through June 30, 2022.

ARTICLE I **RECOGNITION**

Section 1.

In recognition of the fact that a majority of the employees in the unit described below have selected the Union as exclusive bargaining representative and that a Certification was issued to this effect, the School Committee hereby recognizes the Union as the exclusive bargaining representative of employees in the following unit:

All regular full and part-time cafeteria Senior Cooks, Cooks, Helpers, Cashiers, Satellite Lunch Room Supervisors, Head Start Cook/Supervisor, Production Manager, and Head Cashiers employed by the Taunton School Committee, excluding all other School Committee employees.

Section 2. Participation in Union.

The School Committee will advise the Union in writing of the name, address and classification of each new employee. The School Committee recognizes the right of any employee to become a member of the Union and will not discourage, discriminate or in any other way interfere with the right of any employee to become and remain a member of the Union. The School Committee shall not discriminate against any employee on the basis of race, national background, religion, sex, gender identity, sexual orientation, economic status, political party, age, handicap, homelessness and other human differences.

ARTICLE II **UNION ACTIVITIES**

Section 1.

There shall be no solicitation of employees for Union membership or dues conducted on School property during working hours, by the Union, its representative, or by employees.

Section 2.

Union meetings are not to be conducted in School buildings unless prior arrangements are made with the Superintendent or his designee in accordance with established non-school use policies.

Section 3.

The Union shall furnish Superintendent of Schools or his/her designee with a written list of its officers and stewards, and shall, as soon as possible, notify them in writing of any changes therein. Only those officers and stewards shall be recognized by the School Committee for purposes of joint meetings, except that, at the Union's discretion, the Union may be represented by an International Representative or Council Representative.

Section 4.

For purposes of this Agreement, the term Management Officials includes members of the Taunton School Committee, the Superintendent of Schools, Assistant Superintendents of Schools, Food Service Director and Counsel appointed by the Taunton School Committee.

Section 5.

Union stewards and officers shall be granted sufficient time off during working hours to attend hearings, contract negotiations and to seek to settle grievances without loss of pay.

ARTICLE III **EMPLOYEE COMPLAINT AND GRIEVANCE PROCEDURE**

Section 1. GRIEVANCE PROCEDURE

1. Definitions.

- A. A grievance shall be defined as a complaint by an employee covered by this Agreement that he or she has been subject to a violation, inequitable application, or misinterpretation of a specific provision or provisions of this Agreement.
- B. The grievant may be either an individual employee or a group of employees. All Grievances must be signed by the grievant.
- C. "Working Days", as used herein, shall be defined as any day when the Office of the Superintendent of Schools is open for business.

2. The purpose of the procedure set forth hereinafter is to produce prompt and equitable solutions to those problems which from time to time may arise and affect the conditions of employment of the employees covered by this Agreement. The School

Committee and the Union desire that such procedures shall be as informal and confidential as may be appropriate for the grievance involved at the procedural level involved. It is further understood and agreed that no grievance, dispute, misunderstanding, or difference between the parties arising out of acts which occurred prior to the execution of this Agreement shall be submitted under the provisions of this Article.

3. Nothing contained herein shall be construed as limiting the rights of any employee having a complaint to discuss the matter informally with any appropriate member of the Administration and to have the problem adjusted without the intervention of the Union, provided that any adjustment made is not inconsistent with the terms of this Agreement, and provided further that when an employee is not represented by the Union, the Union shall have the right to be present at all levels of the Grievance Procedure.

4. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. The limits specified, however, may be extended by mutual written agreement. In the event a grievance is filed on or after June 1, which, if left unresolved until the beginning of the following school year could result in irreparable harm to a person or persons, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as practicable.

A grievance not initiated within the specified time limits shall be deemed waived. Failure of the grievant to appeal the decision within the time limits specified will mean that the grievance is settled on the basis of the most recent disposition. Failure of the School Committee or its representatives to answer a grievance within the specified time limits will activate the time limits for appealing the grievance to the next step.

5. Subject to the foregoing, all grievances must, in all cases, be processed in accordance with the steps, time limits and conditions herein set forth:

Step 1. The employee shall present the grievance or dispute, in writing, to the immediate supervisor, within fifteen (15) working days after the grievant knew or should have known of the act or condition on which the grievance is based. The immediate supervisor shall meet with the grievant and the Union in an effort to settle the grievance, and shall respond, in writing, to the grievant and the Union within six (6) working days from the written presentation. During the summer months, member grievances that are pending at the close of the school year, shall have their grievance timeline suspended until the first day of the new school year and then the timeline clock shall resume. However, such grievances shall not be suspended if the provisions of Article III(4) as to irreparable harm shall apply. During summer months (from the day after the last day of school until the day before school begins) members who wish to file a grievance, shall file their grievances with the Superintendent's office as the Level 1 filing, if their immediate supervisor is not available.

Step 2. If the grievance has not been settled, it shall be presented, in writing, to the Superintendent of Schools within eight (8) working days after the response at Step 1 is due. The Superintendent or his designee shall meet with the grievant and the Union in an effort to settle the grievance and respond, in writing, to the grievant and the Union within eight (8) working days of the written presentation.

Step 3. If the grievance has not been settled, it shall be presented, in writing, to the School Committee within ten (10) working days after the response at Step 2 is due. At its next regularly scheduled School Committee meeting, or within fifteen (15) working days, the School Committee shall meet with the grievant and the Union in an effort to settle the grievance. The School Committee shall, within ten (10) working days after the conclusion of said meeting, advise the grievant and the Union, in writing, of its decision with respect to the grievance.

Notwithstanding the paragraph immediately above, suspension and dismissal grievances will not be heard at Step 3 (School Committee). Such grievances shall proceed directly from Step 2 to Step 4, except that the notice to the School Committee shall be within fifteen (15) working days after the receipt of the response at Step 2 is due. Should the State Legislature change the existing law and return the authority of employee discipline, hiring and termination from the Superintendent to the School Committee, grievances concerning such issues shall be returned to the authority of the School Committee in Step 3, above, herein.

Step 4. If the Union is still not satisfied, the Union may submit the grievance to arbitration by giving the School Committee written notice of its intention to appeal within ten (10) working days after the receipt of the response at Step 3 is due.

6. Employees shall be entitled to attend arbitration and Department of Labor hearings, which are scheduled during the work day, without loss of pay. The Union agrees to limit the number of attendees of such hearings to those necessary for the presentation of the Union's case.

7. No reprisals of any kind will be taken by the School Committee, any member of the Administration, or the Union against anyone participating in the grievance procedure by reason of such participation.

Section 2. ARBITRATION

1. In the event either the School Committee or the Union elects to submit a grievance to arbitration, the Demand for Arbitration shall be submitted to the American Arbitration Association within ten (10) working days after the notice of intention to

appeal has been given. Said Arbitrator will be bound by the Voluntary Labor Arbitration Rules of the American Arbitration Association.

2. The Arbitrator shall be without power or authority to add to, subtract from, or modify any of the terms of this Contract, and, in reaching his decision, shall interpret the Agreement in accordance with the commonly accepted meaning of the words used herein and the principle that there are no restrictions intended on the rights or authority of the School Committee other than those expressly set forth herein. Subject to the foregoing, the decision of the Arbitrator shall be submitted to the School Committee and the Union and shall be final and binding upon the School Committee, the Union, and the grievant who initiated the grievance.

3. The fees and expenses of the Arbitrator's services and the proceedings shall be borne equally by the School Committee and the Union. However, each party shall be responsible for all of the expenses of its own representatives, participants, and witnesses, and for the preparation and presentation of its own case.

4. Notwithstanding anything to the contrary, no dispute or controversy shall be made the subject for arbitration unless it involves the interpretation or application of a specific provision of this Agreement. The parties may, by mutual agreement, submit more than one pending grievance to the same Arbitrator.

ARTICLE IV CIVIL SERVICE

SECTION 1 – CIVIL SERVICE EMPLOYEES

The union and the Committee agree and recognize that employees covered by this Agreement hired prior to July 1, 2019 are Civil Service employees covered by Chapter 31 of the General Laws. It is agreed that if any provision of this Agreement is in contravention of the laws or regulations of the United States or the Commonwealth of Massachusetts, such provision shall be superseded by the appropriate provision of such law or regulation so long as the same is in full force and effect, but all other provisions of this Agreement shall continue in full force and effect.

All employees subject to this Agreement hired prior to July 1, 2019 shall remain Civil Service employees for their life of their employment, i.e.: "grandfathered". This is to include but not limited to continued coverage when promoted to any title covered by the Collective Bargaining Agreement. "Grandfathered" employees shall also maintain super seniority over any and all non-civil service employees for their life of employment. No non civil service employee shall ever be selected before, instead of, or in place of any "grandfathered" employee with regards to promotions, selection of building assignments, vacation preference, personal leave, Family Medical Leave, leaves of absence, reinstatements, rehires, and shift preference.

SECTION 2 – CIVIL SERVICE EXEMPT EMPLOYEES

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. The parties acknowledge that a Home Rule Petition by the City of Taunton will be required to confirm the exemption of employees covered by this Agreement from the Civil Service Law. The Home Rule Petition will contain language exempting such employees as of July 1, 2019 and thereafter.

A. Probationary Period for Civil Service Exempt Employees

Section 1. A newly-hired employee shall be on probation for the first six (6) months of employment.

Section 2. The probationary period shall constitute a trial period during which the Employer will judge the ability, competency, fitness and other qualifications of new employees to perform the work for which they were employed. The Employer has the right to discharge any probationary employee without cause during the probationary period. Such discharge shall not be subject to the grievance and arbitration provisions of this Agreement.

Section 3. Any employee changing to a different job classification shall serve a probationary period of thirty (30) days. This period is to allow the Employer time to judge the ability, competency, fitness and other qualifications of the employee to meet the requirements of the new position. As such, any leave of absence taken during this thirty (30) day probationary period shall extend the probationary period by the amount of time taken. At any time during the probationary period the Employer has the right to return the employee to his/her previous position.

B. Seniority for Civil Service Exempt Employees

Seniority: Except as specifically provided otherwise, seniority shall mean total length of service with the Employer commencing with their employment start date for a full time position to which he/she has been appointed (appointment letter).

Regular part-time employees shall accrue seniority and benefits on a proportional basis. The accrual rate shall be determined by the actual hours worked in relation to full time service in that position.

Seniority shall govern in the event of a layoff for lack of work or recall. The Employer shall post annually, within each Department, a Seniority List of employees and employees shall report any errors or omissions within fifteen (15) days of the posting.

Section 1. In the event the Employer decides to reduce the number of employees in job classification covered by this Agreement, it is agreed that the provisions of this Article shall govern Reduction In Force ("RIF").

Section 2. Whenever feasible a RIF shall first be attempted to be accomplished by attrition.

Section 3. In the event that a RIF cannot be accomplished by attrition and an employee covered by this Agreement must be laid off, the Employer shall in writing notify the affected employee or employees by job classification in reverse order of seniority. Such notification shall be given as soon as possible, and in no event less than ten (10) work days prior to the scheduled layoff. In lieu of such ten (10) work days prior notice, the City at its option will pay the employee ten (10) work days severance pay. Copies of all such notices shall be given to the Union.

Section 4. Employees who are laid off shall be placed on a recall list for a period of two (2) years from the effective date of the layoff. The employee shall inform the Employer of his/her current mailing address and telephone number if there is any change. Employees on the recall list shall be recalled in order of seniority in the event of a job opening in the same job classification from which they were laid off. Employees on the recall list shall also be notified in writing of all permanent and part-time job openings in different job classifications covered by this Agreement and may apply to fill such vacancies if qualified. A laid-off employee who is offered and accepts a permanent or part-time job opening shall maintain their recall status during the two (2) year period to be recalled to the same job classification originally held by the employee in the event a vacancy occurs.

Section 5. Notices of recall and job vacancies in the same or lower job classification from which the employee was laid off shall be in writing and mailed to eligible employees on the recall list by certified mail, postage prepaid, to the last address on file for each employee. Employees so notified shall respond affirmatively if they so choose, in writing, within ten (10) calendar days from mailing of the notice, otherwise they shall be deemed to have waived their right to be recalled to the vacant position in the same job classification being offered, or to be re-employed in a vacant permanent or part-time position in a different job classification of the same or lower pay grade. Laid off employees on the recall list who elect to bypass a recall or re-employment opportunity shall remain on the recall list during the two (2) year period and shall remain eligible for future recall or re-employment. Where an employee accepts the recall within the ten (10) calendar days required, the employee shall return to work within sixteen (16) calendar days from the date the recall notice was mailed.

Section 6. Employees on the recall list who apply for re-employment opportunities in a different job classification with the same or lower pay grade from that which they occupied at the time of lay-off shall not be entitled to re-employment over more qualified persons applying for the same position. However, in the event that the qualifications of the laid-off employee are relatively equal to that of other eligible employees, the laid-off employee shall be given the first opportunity to accept the position.

Section 7. Employees recalled to the same job classification shall not be deemed probationary employees and shall be placed in the same pay grade step they vacated at the time of lay-off and shall be eligible for a step increase on the July 1st next following their date of returning to work. Employees on the recall list who are re-employed to permanent positions in a different job classification subject to this Agreement shall be deemed to be probationary employees under the provisions of this Agreement. They shall be placed at the maximum pay step allowed under the terms of this Agreement for new hires in the job classification pay grade for the position to which they are employed.

Section 8. Employees recalled or re-employed during the two (2) year recall period and who were not entitled to and did not receive payment for accumulated sick leave at the time of lay-off, shall have their sick leave restored to the accumulated amount at the time of lay-off, less any days owed to the sick leave bank, which shall be repaid from the employee's accumulated sick time.

C. Promotional Opportunities for Civil Service Exempt Employees

Section 1. When a need to fill a promotional vacancy exists, it shall be posted for a period of five (5) work days. The posting shall contain the qualifications for the posted position and applications of interested and qualified employees must be submitted in writing to the Employer prior to the close of the posting period. If there are no qualified applicants, the Employer may fill the position from outside the bargaining unit.

Section 2. Promotion shall be based on qualifications and ability. Where qualifications and ability are relatively equal, seniority shall be the determining factor. If there are no qualified applicants, the Employer may fill the position from outside the bargaining unit. The Employer shall be the sole judge of qualifications and ability, provided that such judgment shall not be exercised arbitrarily, capriciously or unreasonably. Any dispute hereunder shall be subject to the grievance and arbitration procedure, except that the Union employee shall not be permitted to grieve the promotion of a senior employee by claiming that he/she, the junior employee is more qualified. Promotional opportunities shall include new positions created within the bargaining unit.

Section 3. Rate on Promotion. When an employee is promoted to a higher graded job, he/she shall enter the new grade at the rate of pay that is consistent with the higher graded job at the effective date of the promotion.

D. Leave of Absence for Civil Service Exempt Employees

Leave of Absence may be granted to any employees by the Employer. Any employee wishing a leave of absence must notify the Employer in writing twenty-one (21) calendar days prior to the start of requested leave. The Employer shall respond to the employee in writing within fifteen (15) working days of the receipt of the request. It is understood by both parties that emergency conditions may preempt the normal process outlined herein.

ARTICLE V
INSURANCE

A. Health Insurance

1. Employees will continue to have available the following health insurance benefits through the Massachusetts Interlocal Insurance Association, Inc., Health Benefits Trust, effective September 1, 2004.

Blue Care Elect Preferred PPO with student rider to age 26 and chiropractic rider and HMO Blue New England

Altus Dental Plan

2. For Blue Care Elect Preferred PPO, the City shall pay at least seventy-five percent (75%) and the employees shall pay no more than twenty-five percent (25%) of the premiums for said plan. For HMO Blue New England, the City shall pay at least seventy-seven percent (77%) and the employees shall pay no more than twenty-three percent (23%) of the premium for said plan for current employees.

For employees hired after June 1, 2004, the City shall pay no more than seventy-five percent (75%) of the premium for said plan.

3. The parties agree to incorporate into the agreement the Altus Dental Plan, to provide Dental Coverage for members of the Collective Bargaining agreement in accordance with the attached policy documents.

4. The parties will continue to share the premium costs for the Contributory portion of the Plan 75/25, respectively. Any additional premium elected by a subscriber as part of the optional "buy up plan" shall be the sole responsibility of the subscriber.

5. Any language or requirement in any agreement between the parties regarding Dental Coverage which is in material conflict with the language contained in this memorandum of agreement is hereby repealed.

6. Employees who retire from service from the Taunton Public Schools will continue to receive health insurance benefits currently in effect for retired employees and the City will pay at least seventy-five percent (75%) and the retiree no more than twenty-five percent (25%) of the premium for said plan.

7. Employees will continue to be part of the "Survivor Benefits Program" pursuant to Chapter 32B, Section 9D.

B. Life Insurance and Accidental Death and Dismemberment Insurance

1. Employees shall be insured for ten thousand dollars (\$10,000) of group life insurance and group accidental death and dismemberment insurance and the City will pay at least seventy-five percent (75%) and the employee no more than twenty-five percent (25%) of the premium for said plan.
2. Retired employees of the Taunton School Department shall be insured for five thousand dollars (\$5,000) of group life insurance and five thousand dollars (\$5,000) group accidental death and dismemberment insurance and the City will pay at least seventy-five percent (75%) and the retiree no more than twenty-five percent (25%) of the premiums for said plan.

ARTICLE VI
SICK LEAVE

- (a) All employees covered by this Agreement shall be allowed full salary for absence due to personal illness, disease or injury, not received in the line of duty during the scholastic year, for a period not to exceed in the aggregate twelve and one-half (12 1/2) school days in each year during which the employee is in active service, and which leave shall be cumulative indefinitely. Sick Leave shall be accrued at the rate of 1.25 days per month for each month of the respective work year. One day worked in a month will qualify employees for monthly sick leave accrual. All full time and part-time employees shall be allowed, subject to the approval of the Superintendent or his/her designee, to use up to twelve (12) days per year in cases of family illness. For part time employees who have less than twelve (12) accrued days available, the Superintendent shall have discretion to grant additional days of unpaid leave of absence per year in cases of family illness so that the total amount of paid and unpaid days for any year in cases of family illness shall be no more than twelve (12) days.
- (b) An employee whose service is terminated for any reason, shall not be entitled to compensation in lieu of sick leave not used, except that an employee whose service is terminated by reason of retirement or death in accordance with regulations of the City of Taunton, Massachusetts Retirement System shall be paid for fifty-five percent (55%) of his/her accumulated sick leave at his/her regular rate of pay being received at the time of his/her retirement. Accumulation is unlimited.
- (c) In all such cases of extended illness (i.e. illnesses that result in five (5) or more consecutive workday absences), employees shall be required to furnish a certificate from their attending physician. This certificate must detail the cause of the employee's disability and the anticipated date of his/her return to work.
- (d) The Superintendent reserves the right to have an independent physician to examine employees claiming sick leave who in his/her opinion may not be entitled to the same. This examination shall be at the City's expense.

(e) Upon his/her return to work, said employee must present a medical certificate to the Superintendent stating that he/she is capable of returning to work.

(f) Sick Leave incentive - Those employees who have perfect attendance during the first ninety (90) days, will earn one (1) additional personal day. An employee who has perfect attendance over the second half of the year (day 91-180) will earn a second additional personal day. Individuals who utilize time off in a non-paid status during either of the ninety (90) work day blocks of time will not be eligible for this incentive. These additional personal days may be accumulated to four (4) over a two (2) year period. 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 year of perfect attendance which is able to be carried over per contract) will be able to have their three (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:

FY20: 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 four (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 five (5) personal days (three (3) for FY21 plus two (2) "bonus"). If Employee A does not use any personal days in this school year, s/he will receive three (3) days bought back at his/her per diem plus two (2) more "bonus" days (that can be accumulated to four (4) over a 2 year period).

FY22: Employee A starts with seven (7) personal days (three (3) for FY22 plus four (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.

ARTICLE VII

SICK LEAVE BANK

(a) Effective July 1, 1986, a Sick Leave Bank will be maintained for use by qualified members whose sick leave accumulation is exhausted through prolonged illness or accident and who require additional leave to make full recovery from an extended illness.

(b) The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of two (2) members of the School Committee (not covered by another bargaining unit) to serve at its discretion, and two (2) members designated by the Union.

In the event of a tie vote, the Sick Leave Bank Committee shall choose a mutually acceptable third party to break the tie, whose decision shall be final.

(c) Qualified members of the Sick Leave Bank shall be limited to personnel covered by this bargaining Agreement who have accumulated at least twenty-one (21) sick days. Members of the unit cannot contribute to the Sick Leave Bank or receive benefits thereunder until they have the required twenty-one (21) days set forth in this Section.

(d) Each qualified member shall have their sick leave accumulation reduced by one (1) day for the term of this Agreement (except as provided in subsection (1) of this Section) and those days shall be deposited in the Bank to be utilized by other bank members who have exhausted their own individual sick leave, both annual and accumulated, and who still have a serious extended illness or injury.

(e) Application for benefits shall be made in writing to the Sick Leave Bank Committee accompanied by a doctor's certificate as to the need for and anticipated extent of extended recovery time from illness.

(f) Application for benefits may be made prior to the employee's exhaustion of his/her own personal sick leave to expedite benefits, but drawings upon the Bank will not actually commence until after the employee's own sick leave days are exhausted and adequate medical notification has been provided, and in no event unless the prolonged illness has exceeded ten (10) consecutive school days.

(g) There will be a limit of four (4) weeks, total of twenty (20) days, that may be used by a person per sickness.

(h) Upon completion of the twenty (20) day period, additional entitlement may be extended by the Sick Leave Bank Committee upon demonstration of need by the applicant.

(i) Subject to the foregoing requirements, a majority of the Sick Leave Bank Committee will determine the eligibility for the use of the Bank and the amount of leave to be granted.

The decision of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be final and binding, with any appeal to the Bank Committee itself. In administering the Bank and determining the amount of leave, the following general criteria shall be considered by the Committee.

1. Medical evidence of serious extended illness;
2. Prior utilization of eligible sick leave;
3. Other factors as a majority of the Sick Leave Bank Committee may deem appropriate.

No days may be withdrawn from the Sick Leave Bank for any other illness other than prolonged illness or accident. Days may not be withdrawn to permit an individual to stay at home to care for other members of the family.

(j) Upon return from extended sick leave during which benefits were received through the Sick Leave Bank, the recipient shall be entitled to commence a new accumulation of individual sick leave in accordance with the provisions of the collective bargaining Agreement on the same basis as other members of the unit. The accumulation requirements for re-entry into the Bank may be waived by the Sick Leave Bank Committee for such unit members in the year of their return.

(k) All sick leave days contributed to the bank and not used will accumulate. Accumulation is unlimited.

(l) In the event the Sick Leave Bank is exhausted during the term of this Agreement, all qualified members shall have their sick leave accumulation reduced by another day and that day shall be deposited in the Bank to be used as provided for in subsection (d).

(m) Sick Leave Bank members shall not contribute more than two (2) days in any year.

ARTICLE VIII

WORK YEAR, HOURS OF WORK, OVERTIME

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 plus two (2) days.

Days on which students' attendance is canceled will not be work days for persons covered by this Agreement and no pay will be received therefore at that time. Pay will be received for the rescheduled student days at which time work is actually performed by members of this unit.

Whenever a school's cafeteria operation is not fully utilized on a particular day, due to mid-year or final examination, field trips, and/or a maintenance problem which results in no lunch served in that particular building, the Food Service Director may reassign the cafeteria staff, by seniority within classification, of that particular school to other cafeterias with staffing situations that would normally warrant a substitute. such as shortage of staff caused by sick leave, vacation leave, bereavement leave, personal leave, leave of absence or workers' compensation.

In the event any of the one hundred eighty (180) class days cancelled are not rescheduled, the employees covered by this Agreement shall work the one hundred eighty (180) days and shall receive the normal rate of pay for such days.

b. The normal workday for regular employees (full-time help) will be seven (7) hours. The normal workday for part-time help will be two (2) to five and a half (5.5) hours. The hours for the Satellite Cafeterias will be the same as the present time. Employees required to report to work when a delayed school starting time is in effect, shall be paid a minimum of three (3) hours wages if the workday is canceled.

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.

c. All work performed over seven (7) hours in any one (1) day or thirty-five (35) hours in any one (1) week will be compensated at time and one-half the employee's regular hourly rate then in effect.

When the cafeteria is used during non-school hours, a cafeteria employee will be assigned for a minimum of two (2) hours and paid at time and one-half the employee's regular hourly rate by the user. The only exception to this requirement is the use of the facility (not equipment) by the School Administration and staff at school related functions. Call back activities and school-oriented affairs shall be as follows: Every effort will be made to utilize full-time and part-time employees within the building prior to substitutes. Extra regular work day hours (e.g. professional days) shall be offered to the qualified permanent employees who work within the school building that the food preparation is taking place prior to utilizing substitute staff on a rotating basis.

Whenever possible, these extra duty assignments will be done on a rotating schedule. The exception being, when certain skills/operational expertise is needed to accomplish the task.

Overtime shall be distributed equally among employees in the bargaining unit in each school provided that adequate coverage exists. Overtime shall first be offered to regular employees before it is offered to substitutes. The overtime roster shall be maintained by the supervisor in consultation with the steward to promote the fair distribution of overtime.

d. Employees who are assigned to a higher classification shall be given the higher rate from the first day, while actually working in that classification. Employees will be paid their normal rate of pay during sick leave while working in a higher classification.

e. When a part-time employee works a full-time schedule for ten (10) consecutive days, the part-time employee shall have his/her sick and personal days paid at the full rate of seven (7) hours. When a part-time two (2) hour employee works a part-time four (4)

hour schedule for ten (10) consecutive days the part-time two (2) hour employee shall have his/her sick and personal days paid at the higher rate of four (4) hours. 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).

- f. All hours worked on Saturday and/or Sunday shall be at time and one-half.
- g. If an employee works on a federal holiday, he or she will be paid double-time.
- h. Time spent participating in federally mandated training shall be paid at the employee's regular hourly rate, not overtime.

ARTICLE IX

LEAVES OF ABSENCE

Section 1. Unpaid Leave of Absence.

Employees may be granted leave without pay for up to one (1) school year or any portion thereof for the following reasons and circumstances:

- 1. For periods of illness beyond an employee's accumulated sick leave credits.
- 2. Other extended leave , without pay, may be granted at the discretion of the Superintendent.

Section 2. Maternity Leave.

- A. A pregnant employee may elect either of the following maternity leaves:
 - 1. Short Term Leave
 - a. Upon receipt of at least two (2) weeks written notice of her anticipated date of departure and intention to return, the School Committee shall grant a leave of absence for up to eight (8) weeks. Said leave shall be without pay except that an employee taking such leave shall be eligible for the sick leave benefits set forth in Article VII, Section 4 of this Agreement, for the period of actual disability caused or contributed to by pregnancy, childbirth and recovery therefrom.
 - b. This leave may be extended by the employee due to medical complications resulting from pregnancy.

2. Extended Leave

In the event an employee desires a leave longer than eight (8) weeks provided by Statute, the following shall apply:

- a. Said leave shall only be available to employees who have completed one (1) full year of satisfactory service in the Taunton Public Schools.
- b. Under normal conditions, the Superintendent shall be notified in writing at least thirty (30) days prior to the expected date of the beginning of said leave.
- c. Said leave shall be without pay, except that an employee taking such leave shall be eligible for the sick leave benefits for the period of actual disability caused or contributed to by pregnancy, childbirth and recovery therefrom.
- d. Said leave should begin at a time corresponding with the beginning of the school year, the beginning of a semester or vacation period, provided that, up to this time, the employee can, in the opinion of her physician, perform her normal duties.
- e. Said leave shall end at the close of the school year following the birth, the next close of school year, or at the end of a semester or vacation period.

B. An employee who wishes to legally adopt a child and who has completed one (1) full year of satisfactory service in the Taunton Public Schools shall be eligible for the leave provided in Section A.2. above, subject to the provisions of that paragraph, except that said employee shall not be entitled to sick leave benefits. An employee with less than one (1) full year of satisfactory service, who legally adopts a child, may take an unpaid leave of up to eight (8) weeks. In addition to the requirements of Section A.2., above, an employee must notify the Superintendent, in writing, that his/her household has been approved as an adoptive home as soon as possible in order that the school department may plan for appropriate staffing to cover adoption leave.

Section 3. Termination of Maternity Leave

In the event of miscarriage or death of the child prior to the termination of a leave of absence taken in accordance with this Article, the person may make written application for reinstatement prior to the previously established date. Such application will be granted by the School Committee upon recommendation of the Superintendent of Schools in cases where an acceptable vacancy exists.

ARTICLE X
UNIFORM ALLOWANCE

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 1.

New employees (hired after the start of the calendar year) shall receive one half (1/2) their allotted clothing allowance on the following January 1st or June 30th, whichever occurs first. On the 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.

Uniforms will consist of pants (no shorts, capris or leggings) with uniform tops of assorted colors and white, black or off colored (dark) shoes as further described. All shoes will be rubber soled, waterproofed, non-porous fabric, closed back and enclosed. Nametags furnished by the City of Taunton School Department are required. The uniform allowance for all employees will be \$775.00 per year (to be paid on January 1 of each year).

ARTICLE XI
UNION DUES

The Committee agrees to deduct Union dues from employee's pay upon receipt of proper authorization and remit such amounts to the Secretary Treasurer of Public Employees' Local Union 1144. The Committee will incur no liability for the loss of dues monies after depositing same properly addressed to the Union in the United States mail. The Union will indemnify and save the Committee and/or City of Taunton harmless against all suits and other forms of liability which may arise by reason of any action taken in making deductions and remitting the same to the Union pursuant to this Section.

ARTICLE XII
COMPLIANCE WITH LOCAL/STATE RULES, REGULATIONS AND LAWS

Employees shall observe and obey all rules, regulations and laws established by the City of Taunton and the Commonwealth of Massachusetts. All employees holding the position of Senior Cook or Cook shall be required to be "Serve-safe certified" within one (1) year of appointment to the position. The "Serve-safe" test is currently administered in English; therefore, the Administration will continue to explore ways to ensure that all employees for whom English is a second language, or not spoken, receive the support

necessary to obtain certification. The Committee will reimburse the employee for the cost of obtaining such certification. The employee will participate in the training outside the normal work day.

ARTICLE XIII
CLASSIFICATION and PAY PLAN

Section 1.

All new employees (hired after July 1, 2005) shall be paid through the direct deposit system on Thursdays. With the implementation of a direct deposit system by the City of Taunton, all current employees who are paid via direct deposit shall be paid on Thursday, or Friday pending written request from the City to change the direct deposit day, throughout their respective work year. Advance written notice will be provided to the membership in the event such request is made by the City. The city will transmit the money to any bank or credit union upon receipt of written authorization from the employee.

The compensation and pay plan presently existing shall be modified as follows:

FY20 (July 1, 2019-June 30, 2020): Increase of \$.50 per hour plus 2% increase applied to all employees.

FY21 (July 1, 2020-June 30, 2021): Increase of \$.25 per hour plus 2% increase applied to all employees.

FY22 (July 1, 2021-June 30, 2022): Increase of \$.50 per hour plus 2% increase applied to all employees.

Effective on the dates indicated below the hourly rate of pay for employees covered by this agreement shall be as follows:

Position	2019/2020	2020/2021	2021/2022
Senior Cook (THS)	\$27.26	\$28.06	\$29.13
Head Cashier	\$27.26	\$28.06	\$29.13
Senior Cook	\$23.24	\$23.96	\$24.95
Production Manager	\$23.24	\$23.96	\$24.95
Cooks	\$19.92	\$20.57	\$21.49
7 Hour (full-time) Helpers	\$18.48	\$19.11	\$20.00

2-5.5 Hour (part-time) Helpers	\$18.48	\$19.11	\$20.00
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ARTICLE XIV **LABORERS' ANNUITY PLAN**

If the Cafeteria Workers' Union decides to participate in the Laborers' Annuity Plan, they may do so in lieu of wages anytime during the life of this collective bargaining agreement and the City will deduct and send to the Laborers' Annuity Fund, a minimum of \$.25 per hour.

It is understood that this annuity plan is solely an employee-contributing plan.

ARTICLE XV **LONGEVITY**

Longevity for five (5) years of service shall be eliminated for all new employees effective July 1, 2010. All employees having been hired prior to July 1, 2010, shall be eligible for the longevity stipend for five (5) years of service (\$550.00).

Longevity shall be paid to all employees who have been on the payroll for thirty (30) - weeks each year. Any person who works less than thirty (30) weeks shall be pro rated for time worked. For the purpose of defining each year, for this Article only, each year shall be each school year.

All employees covered by this Agreement in the full time service of the City of Taunton in permanent status and occupying a position covered by this Agreement shall be paid in addition to the compensation received, the following annual increments:

5 years service	\$650.00
10 years service	\$750.00
15 years service	\$850.00
20 years service	\$900.00
25 years service	\$950.00

ARTICLE XVI **BEREAVEMENT LEAVE**

A. 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-in-law, 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.

B. There will be three (3) days leave in the event of death of the employee's of brother-in-law, sister-in law, niece, nephew and one (1) day's leave in the event of death of the employee's aunt, uncle or cousin.

C. 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.

ARTICLE XVII **COMMITTEE RIGHTS**

It is hereby agreed that except as specifically modified by express language in this Agreement, the Committee retains all rights and powers that it has now or may hereafter be granted by law in managing the School Department and directing the work force.

ARTICLE XVIII **NO STRIKE - NO LOCKOUT**

Pursuant to the provisions of General Laws, Chapter 150E neither the Union nor any employee covered by this Agreement shall engage in, induce, encourage or condone any strike, work stoppage, slowdown or withholding of services (whether sympathetic or otherwise). The School Committee will not engage in a lockout during the term of this Agreement.

ARTICLE XIX **PERSONAL DAY AND HOLIDAY PAY**

Section 1: Personal Days

Each employee covered by this Agreement shall be entitled to three (3) personal days leave each school year with pay. Request for personal leave will be submitted to the Director of Food Services twenty-four (24) hours in advance of the time the leave is requested, except in case of emergency, and such leave shall be granted on a first come first serve basis taking into consideration the remaining coverage for the building. If two (2) or more requests are submitted simultaneously they shall be approved in order of seniority. Request for two or more personal days in succession must be approved by the Superintendent. Personal days may not accumulate. All personal leave requests will not be submitted prior to July 1 of the school year to which the requested time applies.

Cafeteria personnel who have personal days may utilize a personal day (to be paid) for one (1) or more non-paid days during the school work year.

Additional personal days, earned as the result of the application of the Article VI, Section 3f sick leave incentive, may be accumulated up to four (4) days.

Section 2: Holiday Pay

Employees shall be paid their full daily rate for six (6) holidays per fiscal year. For payroll purposes, the following holidays are designated as paid holidays for such employees:

Labor Day;
Columbus Day;
Veteran's Day;
Martin Luther King Day;
Good Friday; and
Memorial Day.

ARTICLE XX **POSTING OF VACANCIES**

The School Committee will determine that an opening exists in a bargaining unit position. All openings for bargaining unit positions shall be posted no later than ten (10) days from the day the Committee determines that an opening exists. The posting shall be for a period of no less than ten (10) days, and shall be made in an area to which all bargaining unit members have access. Interested employees shall have the right to bid on all such positions within ten (10) days of the last day the position must be posted. All positions shall be filled on a temporary basis by the time of the Committee's first meeting following the close of the bidding period. Permanent positions including promotional positions shall be filled in accordance with the Civil Service regulations.

ARTICLE XXI **SENIORITY**

Section 1. All Promotional Positions.

This position will be determined by the senior qualified bidder by classification. The appointee will serve a probationary period of sixty (60) calendar days exclusive of the summer vacation period. Accordingly, staff persons shall retain right to bump back into the position vacated (prior position) until such time as the probationary period has been completed successfully.

All employees who are formally appointed to a promotional position will be subject to the probationary period (60 days). Upon successful completion of the probationary period, the individual's seniority date for that position will be retroactive to the date that he/she was temporarily assigned to that position immediately prior to the formal appointment date.

ARTICLE XXII **REDUCTION IN FORCE**

A. Layoffs.

In the event that layoffs are necessary, employees shall be laid off in the inverse order of seniority within the appropriate classification, except in the following situation: "If there is a significant difference in the employee's performance within his/her classification as evidenced by evaluations from two (2) previous school years, the Committee's decision to exercise this exception shall be subject to a reasonableness standard."

B. Bumping.

In the event the Committee eliminates the least Senior Cook, the individual concerned will be entitled to displace the least senior employee in the classification of cook or helper whichever may be applicable.

C. Tie-Breaking.

- (a) A tie on a starting date between permanent full-time workers will be decided by prior permanent part-time service.
- (b) A tie on a starting date between permanent full-time workers that cannot be broken by the first rule, will be decided by Civil Service number.
- (c) Part-time workers in the cafeteria program, who were full-time employees but were reduced to part-time status due to layoffs shall be moved into long term vacancies (vacancies known to be four (4) weeks or more).

D. Successors Clause.

- (a) This Agreement shall be binding upon the successors and assigns of the parties hereto and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the take-over, assumption or contracting out of any plant, operation, function or part thereof.
- (b) In the event the School Committee shall at some date decide to contract out all or part of the cafeteria work now performed by Union employees, it

is agreed that such successor employer shall continue the employment of the present employees; however, the parties- -i.e. the private contractor and the Union- -shall each have the right to renegotiate this Agreement or any portion thereof including wages, hours and other terms and conditions herein. The union shall also have the right to terminate this agreement with the successor or assign upon written notice to said successor or assign.

E. Reduction in Force.

- (a) In the event the Committee eliminates a position but not the classification, the Individual(s) concerned will be entitled to displace the least senior employee in the same classification.

ARTICLE XXIII
EVALUATION PROCEDURES

The Taunton Public Schools' Department of Food Services will conduct an annual performance review of their full time and part time cafeteria workers:

- a. Each new employee will receive a minimum of two (2) evaluation reviews within the first six (6) months of employment.
- b. Employees on the job over six (6) months will receive an evaluation review a minimum of once each school year.

The evaluation policy, evaluator guidelines, the evaluator calendar, and copies of the evaluation form, may be found in the document, "An evaluation program for cafeteria workers," which was drafted by the Taunton Public Schools, in cooperation with the Cafeteria Workers Association. The due date for the evaluation of all employees who have worked over six months is May.

ARTICLE XXIV
AUTOMOBILE ALLOWANCE

Any employee covered by this Agreement who is required to use their automobile on behalf of the School Department on School Department business will be guaranteed an automobile allowance rate of the maximum IRS allowance at the time of such use of his/her automobile. Each employee agrees to maintain and provide, when required, reasonable records.

ARTICLE XXV
C.O.R.I. AND FINGERPRINT-BASED CHRI CHECKS REGULATIONS

In accordance with the policy of the School Committee, as it may be subsequently amended, and as required by law, a state and national fingerprint criminal background check will be conducted to determine the suitability of all full or part-time members of the Union, both current and prospective employees. The cost for the same shall be borne fully by the employee or the prospective employee. The School Committee will abide by its policy on Background Checks (Policy #ADDA) with regards to the practices and procedures followed by the School Department in requesting, accessing, storing, retaining, destroying, disseminating, and reporting CHRI checks, and in determining suitability for employment or continued employment, and reviewing adverse decisions, based upon results of CHRI checks.

In compliance with the provisions of Chapter 385 of the Acts of 2002, and in accord with *Procedures for the Implementation of C.O.R.I. Regulations* adopted by the Taunton School Committee and attached hereto and incorporated by reference herein, the Superintendent of Schools shall request and review CORI checks. Such checks shall take place not more than once every three (3) years without good cause. Employees, upon request, shall be provided with a copy of the CORI report received by the Superintendent. All CORI reports shall be kept in a separate secure file maintained in the Office of the Superintendent. Upon termination of employment, an employee may request in writing, that he/she be given his/her reports; otherwise the report will be destroyed.

After review of a CORI report, the Superintendent, if he/she deems it necessary, may meet with the employee who may at such meeting be represented by the Association. Any and all personnel actions resulting from information acquired from a CORI report shall be conducted pursuant to the provisions of the collective bargaining agreement and the General Laws of the Commonwealth.

ARTICLE XXVI **MISCELLANEOUS**

Catering during the summer program relating to students or anything else not being reimbursed by the state, will be reimbursed at the regular rate of pay.

ARTICLE XXVII **PROFESSIONAL IMPROVEMENT**

- (1) The Superintendent (or his/her designee) shall make provisions for in-service courses as deemed necessary during each school year, whenever feasible. The cost of such courses shall be assumed by the School Department in total. Employees will be required to attend at a minimum the following amount of Professional development sessions required by the federal Healthy Hunger-Free Kids Act (HHFKA) of 2010 as it may subsequently be amended:
 - i. Senior Cooks - 10 hours

- ii. Head Cashier, Cooks, Production Manager, Satellite Supervisors, and 7 Hour Helpers - 6 hours
- iii. 2, 3 and 4 Hour Helpers - 4 hours

- (2) The Committee will pay the reasonable expenses (including fees, meals, lodging, and/or transportation) incurred by cafeteria workers who attend workshops, seminars, conferences, or other professional improvement sessions with the advance approval of the Superintendent (or his/her designee). Additionally, any cafeteria worker attending such professional improvement session outside his or her regular work day shall be paid his or her per diem rate for the attendance time.
- (3) The process for obtaining advance approval of attendance at a professional improvement session shall be as follows:
- a. The Cafeteria Worker shall first complete the "Professional Leave Request Form" ("Form") and shall submit it to the Director of Food Services;
 - b. The Director of Food Services shall sign the Form and forward to the Assistant Superintendent for Curriculum and Instruction for approval;
 - c. The Assistant Superintendent for Curriculum and Instruction shall return the Form to the Cafeteria Worker indicating either approval or denial.
- (4) Employees shall receive all federally mandated HHFKA training at the District's expense. Whenever feasible, such training will be scheduled within the 184 work year for educators. Employees who miss any training session offered by the District shall be required to attend comparable workshops offered by the School Nutrition Association provided at a non-District location within the Commonwealth of Massachusetts, at the employees own expense, however the District will reimburse the employee for all mileage at the federal mileage rate for any such trainings.

Requests for approval must be submitted in a timely manner as noted on the Form prior to attendance at any professional improvement session.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers and representatives, as of the day and year first above written.

Signed in the City of Taunton on the 25th day of January,
2019.21.

FOR THE CITY OF TAUNTON
SCHOOL COMMITTEE

FOR MASSACHUSETTS LABORERS'
DISTRICT COUNCIL, in behalf of
PUBLIC EMPLOYEES' LOCAL UNION
1144 of the LABORERS' INT'L UNION

Guil.

OF NORTH AMERICA

[Signature]

BUSINESS MANAGER, LOCAL 1144

My Office 1/25/21