

MEMORANDUM OF AGREEMENT

This Agreement made this 19th day of October, 2022, by and between the Taunton School Committee, hereinafter referred to as the "COMMITTEE" and PUBLIC EMPLOYEES LOCAL 1144/SCHOOL CUSTODIAN WORKERS, Taunton School Department, hereinafter referred to as the "UNION".

WHEREAS, the COMMITTEE and the UNION have a previous Collective Bargaining Agreement that commenced on July 1, 2019 and expired on June 30, 2022; and

WHEREAS, the authorized representatives of both parties have negotiated and now agree to create a new agreement to be effective July 1, 2022 and to expire on June 30, 2025;

NOW, THEREFORE, the COMMITTEE along with the Superintendent of School acting as agent of the COMMITTEE hereby mutually agree with the UNION to the following terms and conditions as a Memorandum of Agreement subject to execution of a new Collective Bargaining Agreement.

1. All of the provisions in the Agreement that expired June 30, 2022 shall remain in full force and effect unless otherwise modified by this Memorandum.
2. The Wage Scale in effect on June 30, 2022 shall hereby be amended as follows:

Effective July 1, 2022 - an increase of three (3%) percent/move on step then add One (\$1.00) Dollar per hour to the Wage Grid Top Step;
Effective July 1, 2023 - an increase of three (3%) percent; move on step;
Effective July 1, 2024 - an increase of three (3%) percent; move on step.
3. Article X - Overtime will be amended by adding thereto the following language:

Overtime required on Sundays and Holidays will be compensated at double time.
4. Article VIII - Holidays shall be amended by adding to the list of holidays the following: Juneteenth.
5. Article IX, Sick Leave, Subparagraph C Sick Leave Incentive ~ Shall be amended to add the following language: The parties agree that the use of Personal Days and Bereavement Days shall not be counted against the employee for purposes of determining eligibility for the sick leave incentive.
6. Article XV Professional Development ~ will be modified to add a second paragraph that reads as follows: The employer agrees to provide periodic educational sessions to assist the employees in understanding the concepts and implementation of the following:
 - a. CPR instruction;
 - b. Frontline Program for computer use to provide instructional sessions on the use of this computer program.
 - c. Review periodically Sexual Harassment policies and process.
7. Clothing Allowance set forth in Article XVI the number will be increased from the existing \$500.00 to \$750.00. No other language changes to that paragraph.

8. Under Personal Leave/Vacation ~ the 24 hour notice for personal days remains as stated in the contract; however, we will add "employees must provide 24 hour notice when requesting a 1 day vacation". This language will be added to the section entitled Article IX, Vacation and will be listed as Subsection (d).
9. During non-school days, the COMMITTEE and UNION agree that a side letter of agreement will be put in place upon discussions between the Superintendent of Schools and/or designee and the Local 1144 Steward to establish special/limited cleaning projects. This COMMITTEE will also review the use by the School Department of non-union members to work on special cleaning projects assigned periodically.
10. Article XVI, Page 16 of the contract, New Custodians, Subsection (b) change up to 2 years to read up to 1 year. Further add language that says the following:

"Upon recommendation of the Senior Custodian and approval of the Building Principal, the custodian may be advanced earlier than one (1) year after appointment. If there is a disagreement between the Senior Custodian and Building Principal as to whether the custodian should be advanced, the matter will be referred to the Superintendent of Schools and his/her decision will be final."
11. Article XXVII(a), Page 15 - Custodian Staffing ~ Will be amended by adding the following:


Custodians may be assigned to another school to cover a shift if a substitute is not available to work that shift.
12. The COMMITTEE has also agreed that the Business Manager for the UNION, (Mary Heim) will be notified whenever new employees are hired. This will be by way of utilizing the monthly staffing report issued by the School Department.

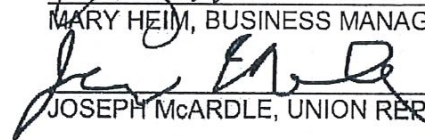
Signed this 19th day of October, 2022 on behalf of the UNION by Mary Heim, Business Manager and Joseph McArdle, Union Representative and for the School Committee by John J. Cabral, Superintendent and School Committee person, Steven Vieira, Chairman of the Bargaining Subcommittee.

This Agreement is subject to ratification by a vote of the full UNION and by the City of Taunton School Committee.

PUBLIC EMPLOYEES LOCAL 1144/SCHOOL
CUSTODIANS WORKERS

BY:





MARY HEIM, BUSINESS MANAGER


JOSEPH McARDLE, UNION REPRESENTATIVE

TAUNTON SCHOOL COMMITTEE

BY:



JOHN J. CABRAL, SUPERINTENDENT


STEVEN VIEIRA, CHAIRMAN OF
THE BARGAINING SUBCOMMITTEE