

AGREEMENT

BETWEEN THE

SCHOOL COMMITTEE

of the

CITY OF TAUNTON, MASSACHUSETTS

and the

MASSACHUSETTS LABORERS' DISTRICT COUNCIL

of the

**LABORERS' INTERNATIONAL UNION OF NORTH
AMERICA
AFL-CIO**

PUBLIC EMPLOYEES LOCAL 1144



SCHOOL CUSTODIANS

July 1, 2022 through June 30, 2025

TABLE OF CONTENTS

	<u>Page</u>
<u>RECOGNITION</u>	<u>1</u>
<u>UNION ACTIVITIES</u>	<u>1</u>
<u>EMPLOYEE COMPLAINT AND GRIEVANCE PROCEDURE</u>	<u>2</u>
<u>COMMITTEE RIGHTS</u>	<u>5</u>
<u>CIVIL SERVICE EMPLOYEES</u>	<u>5</u>
<u>CIVIL SERVICE EXEMPT EMPLOYEES</u>	<u>5</u>
<u>GROUP HEALTH AND LIFE INSURANCE</u>	<u>8</u>
<u>HOLIDAYS</u>	<u>9</u>
<u>SICK LEAVE</u>	<u>10</u>
<u>OVERTIME</u>	<u>12</u>
<u>VACATIONS</u>	<u>13</u>
<u>SNOW REMOVAL/EMERGENCY CALLS</u>	<u>14</u>
<u>PROTECTION OF PRIOR BENEFITS</u>	<u>14</u>
<u>DUES CHECK-OFF</u>	<u>15</u>
<u>OBEDIENCE OF RULES, REGULATIONS & LAWS</u>	<u>15</u>
<u>UNIFORMS AND UNIFORM ALLOWANCE</u>	<u>16</u>
<u>CUSTODIAN STAFFING</u>	<u>16</u>
<u>CLASSIFICATION AND PAY PLAN</u>	<u>18</u>
<u>LONGEVITY</u>	<u>20</u>
<u>NO-STRIKE-NO LOCKOUT</u>	<u>21</u>

<u>NEGOTIATING COMMITTEE</u>	<u>21</u>
<u>SENIORITY</u>	<u>21</u>
<u>POSTING</u>	<u>21</u>
<u>TRANSFERS</u>	<u>22</u>
<u>REDUCTION IN FORCE, SUCCESSOR CLAUSE</u>	<u>23</u>
<u>SERVICES OF UNION PERSONNEL</u>	<u>23</u>
<u>LABORERS' INT'L UNION NATIONAL PENSION FUND</u>	<u>25</u>
<u>C.O.R.I. AND FINGERPRINT BASED CHRI CHECK REGULATIONS</u>	<u>25</u>
<u>TERMINATION OF AGREEMENT</u>	<u>25</u>

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, 2022 through June 30, 2025.

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 Custodians, Matrons, and Jr. Custodians employed by the Taunton School Committee, excluding all other School Committee employees.

Participation in the Union

The School Committee will advise the Union in writing of the name, address and classification of each new employee within thirty (30) days. The School Committee recognizes the right of any employee to become a member of the Laborers' International Union Local 1144 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 Laborers' International Union Local 1144. The School Committee shall not discriminate against any employee because of race, religion, creed, age, national origin, sexual orientation, handicapping condition, or lawful Union activities.

ARTICLE II **UNION ACTIVITIES**

Section 1. Solicitation of Members or Dues

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 employees.

Section 2. Union Meeting Place

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

Section 3a. Stewards and Other Union Representatives

The Union shall furnish the Superintendent of Schools with a written list of its Steward and Stewards, and shall as soon as possible notify him 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 3b.

One Union steward on the second shift shall be permitted to attend regular Union meetings at the place of occurrence without harm or loss of pay.

Section 4. Definition of Management Officials

For purposes of the Agreement, the term "Management Officials" includes members of the Taunton School Committee, the Superintendent of Schools or his designee.

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 **COMMITTEE RIGHTS**

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

ARTICLE V **CIVIL SERVICE EMPLOYEES**

The parties agree and recognize that employees covered by this Agreement are Civil Service employees covered by Chapter 31 of the General Laws, and that Chapter 31 and the regulations promulgated under it are to be followed. 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.

ARTICLE VI **CIVIL SERVICE EXEMPT EMPLOYEES**

The Union agrees to support a home rule petition to eliminate Civil Service coverage for new hires only, provided that the following language is included in said "Home Rule Petition".

A. Home Rule Petition:

All employees covered by the Laborers' Agreement shall remain Civil Service employees for their life of their employment, ie: "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.

B. 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.

C. 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.

D. 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 step rate that will provide at least a one increment increase in wages based on the old grade at the effective date of the promotion.

E. 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 VII **GROUP HEALTH AND LIFE 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 23 and chiropractic rider and HMO Blue New England

Blue Cross/Blue Shield Master Dental Service

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. For Blue Cross/Blue Shield Master Dental Service, the City shall pay at least seventy-five percent (75%) and the employee no more than twenty-five percent (25%) of the premium of the Dental Plan in effect.

4. 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.

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 VIII
HOLIDAYS

Regular employees shall be paid for each of the following holidays:

New Year's Day	Columbus Day
Memorial Day	Thanksgiving Day
Christmas Day	Day after Thanksgiving
Good Friday	Labor Day
Day before Christmas	Veteran's Day
Washington's Birthday	Day before New Year's
Independence Day	Patriot's Day
Martin Luther King Day	Juneteenth

When a holiday falls on a Saturday and/or a Sunday, the employee will be assigned a "Floating Holiday" to be used at his/her discretion. The "Floating Holiday" must be utilized during the current fiscal year (July 1 – June 30). When an employee's scheduled non-work day falls on a day observed as a holiday, the employee will also be granted a "Floating Holiday" per fiscal year. Whenever a holiday falls on a day when school is in

session, the employee will be required to work, but will receive a compensatory day at the discretion of the Superintendent of Schools.

Employees may work up to an additional four (4) hours between July 1, 2008 and the Thanksgiving holiday if specifically requested and with prior approval from supervisor. No overtime pay shall be granted; however, if the additional time is worked as scheduled, the employee may be compensated for this time by taking equal time off on the day before Thanksgiving.

ARTICLE IX **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 line of duty during the year, for a period not to exceed in the aggregate fifteen (15) school days in each year during which the employee is in active service, and which leave shall be cumulative indefinitely. In the event of a serious illness to an employee's spouse or child, a maximum of five (5) sick days will be allowed to be charged against the employee's accumulated sick leave.

No employee, whose service is terminated for any reason, shall be entitled to compensation in lieu of sick leave not used, except that an employee whose service is terminated by reason of retirement in accordance with regulations of the City of Taunton, Massachusetts Retirement System or death 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 retirement, or in case of death, to his/her estate, not to exceed an amount of Fifteen Thousand Dollars (\$15,000.00) effective July 1, 2019. Employees may donate up to thirty (30) days of additional accrued sick leave not otherwise paid out at the time of retirement to the Sick Leave Bank established below.

In all such cases of extended illness (i.e. beyond five (5) consecutive work days), 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 or her return to work.

The Superintendent reserves the right to have an independent physician to examine employees claiming sick leave who in his opinion may not be entitled to same. This examination shall be at the City's expense. Upon his or her return to work, said employee must present a medical certificate to the Superintendent stating that he or she is capable of returning to work.

B. Sick Leave Bank.

(a) Effective on the signing of this Agreement and for the three (3) years term of this Agreement, 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) All school custodians, regardless of the number of sick days accumulated, shall donate one day per year to the sick leave bank. At such time that the sick leave bank accumulates to 400 or more sick days, school custodians shall not be required to donate one day per year. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of two (2) members designated by 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 full-time personnel covered by this bargaining Agreement who have accumulated at least fifteen (15) sick days as of June 30 of each work year.

(d) Sick days deposited in the Bank shall be utilized by qualified bank members who have exhausted their own individual sick leave, both annual and accumulated, and who still have a serious extended illness or injury. Upon the Sick Leave Bank deposits reaching four hundred (400) days, deductions from members shall cease. Once the deposits fall below two hundred and fifty (250) days, deposits will be reinstated.

(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) Applications 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) The initial grant of sick leave by the Sick Leave Bank Committee to an eligible employee shall not exceed twenty (20) days.

(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 limited to an 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) 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).

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

C. Sick Leave Incentive.

The parties agree to implement the following sick leave incentive: 0 days (inclusive of sick, personal or unpaid days) used in a fiscal year: \$250.00 stipend payment or at election of employee, can have up to three (3) unused personal days bought back at their per diem rate or can have two (2) unused personal days bought back at their per diem rate and carry over one (1) unused personal day as per Article XVII, Section 4; 1 day used in a fiscal year: \$100.00 stipend payment, or, provided no personal days are used, at election of employee, can have up to three (3) unused personal days bought back at their per diem rate or can have two (2) unused personal days bought back at their per diem rate and carry over one (1) unused personal day as per Article XVII, Section 4. Stipend or per diem purchase of unused personal days will be paid out on July 1 of the following fiscal year. 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.

ARTICLE X **OVERTIME**

Eight (8) hours shall constitute a day's work and forty (40) hours shall constitute a week's work. All time worked in excess of eight (8) hours in one day or forty (40) hours in one week shall be compensated at the rate of time and one-half. Sick leave shall be counted as time worked computing overtime. Overtime required on Sundays and holidays will be compensated at double time

All overtime will be given in an equitable manner. Every reasonable effort will be made to give preference to the Senior Custodians for all emergencies. The Senior Custodian will be made aware of emergencies.

No substitute will be allowed to work normal overtime in any school without first giving regular or provisional custodians regularly assigned to that school the option of first refusal. Whenever the employee is required to work on an overtime assignment that is five (5) hours or longer, they will be eligible for a meal ticket (\$7.50).

Any substantiated serious complaints, subject to the grievance procedure, by the function/activity supervisor about the work performance of a custodian/jr. custodian, will result in the individual (custodian/jr. custodian) being ineligible for the next overtime assignment he/she is scheduled for.

ARTICLE XI **VACATIONS**

(a) Each employee covered by this Agreement shall be granted a vacation of not less than two (2) weeks, without loss of pay in each fiscal year, if he/she has actually worked for such City for thirty (30) weeks in the aggregate during the twelve (12) months preceding the first of July of such year. Employees' may successfully alter their vacation plans until April 1st of each year and said vacation shall be granted at any time during the fiscal year. Such vacations shall be granted by the Committee (or its designated representative) at such time as in its opinion will cause the least interference with the performance of the regular work of the Committee. With the approval of the Superintendent and his/her designee, a custodian may be permitted to take up to three consecutive weeks of vacation. A minimum notice of twenty-four (24) hours prior to the start of an employee's regular scheduled reporting time must be provided by the employee to their Supervisor for any single vacation day.

(b) Any employee thereof covered by this Agreement who has worked continuously shall be granted an annual vacation in accordance with the following chart:

<u>Years of Service</u>	<u>Vacation</u>
Initial Year but less than 5 years:	Two (2) weeks
Five (5) years but less than ten (10) years:	Three (3) weeks
Ten (10) years but less than twenty (20) years:	Four (4) weeks
Twenty (20) years or more:	Five (5) weeks

Note: The eligible employee shall be awarded their additional vacation time on their employment anniversary date.

(c) Effective for all employees hired on or after July 1, 2019 vacation leave shall henceforth be accumulated on a fiscal year cycle. All employees covered by this

Agreement shall be eligible for vacation credits at the start of each fiscal year (July 1) on a pro-rated basis calculated from their anniversary date. Should an employee choose not to take an earned vacation period in a given year, said person may use it the following year in addition to the earned vacation period for that year. However, no employee may accrue more than an extra year's allotment of additional vacation days (if the employee is entitled to two (2) weeks per year, he or she cannot accrue more than two (2) more weeks).

(By way of example, in the first year of employ through the start of the fifth year of employ, vacation shall be pro-rated from date of employment through June 30th, based on a two-week per year accumulation: (i.e. Employment date Feb.1, (Feb-June) equals 5 months times .8333 (10 vac. days divided by 12 months) 4.17 days vacation to be credited as of July 1st.) Each July 1st thereafter, through year four (4) an employee would be entitled to two (2) weeks vacation. At year five of employ this will be calculated using a period of three (3) weeks of vacation, etc.)

(d) Employees must provide 24 hour notice when requesting 1 day vacation.

ARTICLE XII

SNOW REMOVAL/EMERGENCY CALLS

(a) Snow Removal/Emergency Calls Committee. A snow removal/emergency calls committee will be formed to meet and come up with a procedure that will be implemented during the first snow removal/emergency call event. After the first snow removal/emergency event, the committee will meet again to determine the effectiveness of the procedure and determine whether any changes need to be need. The Committee will be made up of all Senior Custodians, Groundskeepers and the Assistant Superintendent for Finance and Operations.

(b) Effective for all staff hired on or after July 1, 2012, a doctor's note will be required for any employee who advises he or she is unavailable to work in a snow removal/emergency event due to illness.

ARTICLE XIII

PROTECTION OF PRIOR BENEFITS

(a) All extra monetary fringe benefits, working conditions, and privileges enjoyed by the employees prior to This Agreement shall continue in effect unless specifically waived in this Agreement. However, any benefits or privileges predicted upon the existence of a special condition shall be terminated upon elimination of the special condition.

Custodians Permit Work.

(b) Determination as to whether or not an off-duty custodian is necessary for non-school events will be within the jurisdiction of the Taunton School Department. This determination will include consideration of: a) availability of on-duty staff; b) tasks to be performed and time required to accomplish them; c) disruptive effect, if any, upon on

duty staff in performance of assigned duties; and d) the ability of the user to absorb the cost of the off-duty personnel. Custodians, when assigned to events will be paid at time and one-half their regular rate, including the shift differential, if applicable, for hours worked.

Custodial Call Back.

(c) In case of an emergency call back, there will be a minimum of two (2) hours pay at the time and one-half rate.

Weekend/Holiday Coverage.

(d) If, in the opinion of the Superintendent, a security coverage plan is to be implemented, security personnel will perform no custodian/jr. custodian duties, and no custodian/jr. custodian will suffer a reduction of hours or lay-off.

ARTICLE XIV **DUES CHECK-OFF**

The Committee agrees to deduct Union dues from employees' 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 XV **OBEDIENCE OF RULES, REGULATIONS & LAWS**

Employees shall observe and obey all rules, regulations and laws established; by the City of Taunton and the Commonwealth of Massachusetts.

If the Committee decides to implement the use of time clocks, said use will occur only after all employees of the school system, working on a hourly basis, are subject to same implementation of Time Clocks and the Committee and the Union negotiate rules of use.

The employer agrees to provide periodic educational sessions to assist the employees in understanding the concepts and implementation of the following:

CPR Instruction

Frontline Program for computer use to provide instructional sessions on the use of this computer program.

Review periodically sexual harassment policies and process.

ARTICLE XVI
UNIFORMS AND UNIFORM ALLOWANCE

All employees covered by this Agreement shall receive a uniform allowance as listed below. All employees shall wear a uniform that is deemed OSHA compliant, consisting of solid light blue shirts (either polo shirts or short sleeve button down shirts), and dark navy pants (shorts are prohibited at all times) and shall wear composite toed shoes. The uniform allowance shall be five hundred dollars (\$750.00), which will be paid in a lump sum payment in January of the following fiscal year for employees who have worked from January – December of the prior calendar year. Staff with less than one year of service will receive one-half (1/2) of their allowance in January and the rest in June.

Note: For new employees, after their probationary period, their clothing allowance will be pro-rated. In addition to the uniform allowance, for all Groundskeepers, the District shall provide (and the Groundskeeper shall wear when appropriate) a winter coat, long sleeve polo shirt and sweatshirt, and the District shall replace the same as needed at no cost to the Groundskeeper.

ARTICLE XVII
CUSTODIAN STAFFING

- (a) The School Department will make all reasonable efforts to provide adequate custodial staffing. In addition, the School Department will make every effort, pending available funds, to increase custodian staff, provide staff training, and provide labor-saving devices to increase the efficient and effective care of school facilities.

Custodians may be assigned to another school to cover a shift if a substitute is not available to work that shift.

Any employee hired on or after July 1, 1993 will be subject to the following provisions. Any employee hired prior to July 1, 1993 shall be exempt (grandfathered) from the following provisions for the length of his/her employment.

Provisions

1. Shift Hours. If in the opinion of the Superintendent that adjustments to shift hours would result in more efficient and effective care of school facilities, the Superintendent may implement revised shift hours for one or more employees. These adjustments may include the possibility of changing a custodian from one building to another for the betterment of the school system.
2. Cleaning Crews. The Superintendent has the authority to organize the custodians/jr custodians from several buildings into cleaning crews. These crews will work as a team, in one building until work is done, and then move onto the next building.

(b) All new hires will start out as Junior Custodians and remain in this pay category for up to one (1) year. At the start of their third (3rd) year, (or the employment anniversary date) they will be eligible to move to the custodian category as long as their building principal provides a recommendation to move the individual to this next higher category.

While working as a Junior Custodian, the individual employee is eligible to “bid” on all posted vacancies for which they are eligible. Junior Custodians will not be eligible to be assigned to a single custodian building. In the event that Junior Custodians are the only one’s who bid on the job, they will be eligible to fill this vacancy according to the proper procedures for posting.

Note: As of July 1, 2005, all current Junior Custodians will have their title changed to Custodian/Janitress.

Upon recommendation of the senior custodian and approval of the building principal, the custodian may be advanced earlier than 1 year after appointment. If there is a disagreement between the senior custodian and the building principal as to whether the custodians should be advanced, the matter will be referred to the Superintendent of schools and his/her decision will be final.

(c) All schools shall have at least one (1) custodian in attendance during the operation of the school day, with the exception of Summer Street School.

(d) Any employee who works three (3) consecutive shifts, twenty four (24) hours, will be granted the next day off with pay provided that day is a normal work day for the employee.

(e) Two custodians shall staff the High School third shift if there is a volunteer. A job description specific to that job’s duties shall be created.

(f) If designated funding for custodians is in an approved grant, a custodian may be assigned to any event or class that occurs during non-school hours with more than fifteen (15) people in attendance.

(g) 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.

(h) With the exception of their lunch period, all Association members must obtain prior approval from the building principal, or designee, to leave during the work day for any reason.

(i) If a substitute custodian is not available to cover a vacancy, two (2) hours of overtime shall be granted to one (1) Custodian in order to allow time to do additional work. The process for identifying the Custodian to be granted overtime shall be the process used to assign extra detail shifts to Custodians, which process shall be monitored by the Senior Custodian.

ARTICLE XVIII
CLASSIFICATION and PAY PLAN

Section 1. Classification and Wage Rates

- (a) 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 throughout their respective work year. The City will transmit the money to any bank or credit union upon receipt of written authorization from the employee. All employees must enroll in the direct deposit payroll method.
- (b) Employees who work in a higher classification for five (5) or more days will be given the higher rate of pay from the first day.
- (c) Groundskeepers and Building Custodians in charge of a one-person school shall be considered Senior Custodians in title and shall receive pay commensurate to Senior Building Custodians with one (1) or two (2) assistants.
- (d) The School Custodians and the Committee agree to the new wage rates set forth in the compensation schedule below.

July 1, 2022 – Increase of three (3.0%) Percent/move on step then add one (1) dollar per hour to the wage grid top step.

July 1, 2023 – Increase of three (3.0%); move on step.

July 1, 2024 – Increase of three (3.0%); move on step.

FY23 Scale 3% +\$1 on Step 6						
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Jr. Custodian	\$17.70	\$18.13	\$18.54	\$18.97	\$19.43	\$20.89
Custodian	\$21.38	\$21.89	\$22.41	\$22.94	\$23.48	\$25.03
Sr. 1-2	\$23.73	\$24.29	\$24.86	\$25.45	\$26.06	\$27.68
Sr. 3-5	\$24.25	\$24.81	\$25.40	\$26.01	\$26.64	\$28.25
Sr. 6-8	\$25.36	\$25.96	\$26.57	\$27.21	\$27.85	\$29.51
Sr. 9+	\$25.80	\$26.41	\$27.04	\$27.68	\$28.34	\$30.02
Sr. HS Day	\$25.90	\$26.51	\$27.14	\$27.79	\$28.45	\$30.12

FY24 Scale						
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Jr. Custodian	\$18.23	\$18.67	\$19.10	\$19.54	\$20.01	\$21.52
Custodian	\$22.02	\$22.55	\$23.08	\$23.63	\$24.18	\$25.78
Sr. 1-2	\$24.44	\$25.02	\$25.61	\$26.21	\$26.84	\$28.51
Sr. 3-5	\$24.98	\$25.55	\$26.16	\$26.79	\$27.44	\$29.10
Sr. 6-8	\$26.12	\$26.74	\$27.37	\$28.03	\$28.69	\$30.40
Sr. 9+	\$26.57	\$27.20	\$27.85	\$28.51	\$29.19	\$30.92
Sr. HS Day	\$26.68	\$27.31	\$27.95	\$28.61	\$29.30	\$31.02

FY25 Scale						
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Jr. Custodian	\$18.78	\$19.23	\$19.67	\$20.13	\$20.61	\$22.17
Custodian	\$22.68	\$23.23	\$23.77	\$24.34	\$24.91	\$26.55
Sr. 1-2	\$25.17	\$25.77	\$26.38	\$27.00	\$27.65	\$29.37
Sr. 3-5	\$25.73	\$26.32	\$26.94	\$27.59	\$28.26	\$29.97
Sr. 6-8	\$26.90	\$27.54	\$28.19	\$28.87	\$29.55	\$31.31
Sr. 9+	\$27.37	\$28.02	\$28.69	\$29.37	\$30.07	\$31.85
Sr. HS Day	\$27.48	\$28.13	\$28.79	\$29.48	\$30.18	\$31.95

Section 2. - Shift Differential.

There shall be \$1.25 per hour differential for employees covered by this Agreement who work the second and third shifts.

Section 3. - 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 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.

(b) There will be three (3) days' leave in the event of death of the employee's 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.

Section 4. - Personal Leave.

Each employee covered by this Agreement shall be entitled to three (3) days of personal leave each school year with pay. Each employee may carry over one (1) personal day to the subsequent year. At no time will the accumulated total exceed four (4) days. Notice for such leave will be submitted to the Superintendent normally twenty-four (24) hours in advance of the time the leave is requested, except in cases of emergency. This leave cannot be used to extend vacations. All personal leave requests will not be submitted prior to July 1 of the school year to which the requested time applies.

Section 5. - Automobile Allowance.

Any employee covered by this Agreement who are 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.

Section 6.

All off duty permit and extra detail work for outside agency activities will be paid by the School Department as soon as possible, provided the employee submits the "OFF DUTY OVERTIME AUTHORIZATION REQUEST FORM". Once this form is properly completed and submitted to the Superintendent or his/her designee payment will be processed in next payroll.

At a minimum, when a police officer or fire personnel are assigned to cover a sporting event, at least one (1) custodian will be assigned for the event.

ARTICLE XIX **LONGEVITY**

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:

Effective date:

5 year service	\$450.00	*no longer in effect for new employees as of July 1, 2010
10 years service	\$650.00	
15 years service	\$750.00	
20 years service	\$850.00	
25 years service	\$950.00	
30 years service	\$1,050.00	

Note: The eligible employee's additional longevity pay shall be annualized and incorporated into the hourly rate (June 30, 2011). Overtime pay will be based on the hourly rate inclusive of the longevity stipend which has been annualized and incorporated in to the hourly rate.

Upon completion of the years of service in the Taunton Public Schools as listed above, employees shall receive longevity pay in a lump sum which shall be annualized and incorporated into the hourly rate (June 30, 2011).

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 (\$450.00).

ARTICLE XX
NO-STRIKE-NO LOCKOUT

Pursuant to the provisions of the General Laws, Chapter 150E, neither the Union or 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 XXI
NEGOTIATING COMMITTEE

Not more than one person from the second shift who is a member of the Negotiating Committee will be paid for time actually spent in negotiations while he/she was scheduled to work.

ARTICLE XXII
SENIORITY

Seniority shall be governed by specific provisions of General Laws, Chapter 31 (Civil Service Law) for all purposes.

ARTICLE XXIII
POSTING

Section 1.

(a) 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. All posting notices will contain a description of the duties of such position, the employee category, the qualifications, hours of work, and the rate of pay. Once posted, no aspect of such position shall be changed unless the Committee provides written notice of such change and the position is posted again as provided herein.

(b) When filling a Senior Custodian position, all bargaining unit members shall have preference on the basis of seniority as a Senior Custodian. When filling a Custodian position, all bargaining unit members shall have preference on the basis of seniority as a Senior Custodian first, and then as a Custodian. In the case where qualifications of the applicants are substantially equal, bargaining unit members shall have preference for the position on the basis of seniority. Qualifications shall be defined as work experience related to the specific position, education and/or training for the specific position, performance evaluation in the Taunton Public Schools and when interviews are held for

such position, the applicant's interview, which shall not be weighted more than any of the other three (3) factors. Note: If applying for a Senior Custodian position, a Groundskeeper will not be classified under the Senior Custodian list. Groundskeepers will be classified under the Custodian list.

(c) All vacancies shall be filled permanently within thirty (30) calendar days next following the date of posting. Temporary service shall not count towards experience or qualification for the filling of any unit position.

(d) The annual publishing of the bargaining unit's seniority list will consist of two (2) lists: Senior Custodians and Custodians. In both cases, civil service employees will be listed first based on seniority followed by non-civil service employees based on seniority.

ARTICLE XXIV **TRANSFERS**

Seniority shall control for purposes of filling any lateral transfer to open bargaining unit positions, except to the extent that Massachusetts Civil Service law requires otherwise. If the filling of the position is controlled by Massachusetts Civil Service law, the said position must be filled in accordance with the Civil Service law and said law must be promptly complied with.

Section 1.

In case of a tie in seniority, it shall be broken by the use of the Civil Service test score. If a tie still results, the tie shall be broken by lottery. If more than one (1) custodian is to be hired at one time from the Civil Service list, the dates of hiring shall be staggered according to the test scores on said list.

Section 2.

(a) Custodians may be assigned to positions at different schools on a temporary basis during the summer vacation at the discretion of the Superintendent of Schools. Said temporary assignments will be for a maximum of up to two (2) weeks.

(b) If in the opinion of the Superintendent of Schools a particular shift is in need of additional personnel, the Superintendent may terminate positions on another shift to create the new positions on said shift. The most senior person then has a right to bump the least senior custodian in the school system on any shift. If a new position is created, it shall be posted, and in the interim said custodian may be assigned to the new position on a temporary basis.

(c) If in the opinion of the Superintendent of Schools, a school is under-manned while another is over-manned, the Superintendent may create a split assignment, and assign the least senior employee in the over-manned school to this position. This applies to the day shift only, and will be on a full day basis.

(d) In the future, internal appointments to senior custodial positions will be based on the most senior qualified employee. There will be a thirty (30) day probationary period for all appointments to Senior Custodians and Custodians. Accordingly, the position vacated by the staff member who received the promotion will not be filled until such time as the probationary period has been completed successfully. The decision of the Superintendent of Schools as to the permanent appointment of the Senior Custodian to the new position will be final.

ARTICLE XXV

REDUCTION IN FORCE, SUCCESSOR CLAUSE

Section 1.

In the event a reduction in force is required, the least senior non-Civil Service employee shall be laid off first. In the event a permanent Civil Service employee must be laid off as a result of a reduction in force, he/she will be given the opportunity to choose a reassignment to a position held by one (1) of the three (3) least senior employees in the affected classification. The least senior employee shall be laid off first within the affected classification.

Section 2.

(a) Except as set forth in section (b) below, 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 custodial 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 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.

ARTICLE XXVI

SERVICES OF UNION PERSONNEL

Section 1.

The School Department may use the services of Union personnel of Local Union 1144, other than custodial staff members, so long as those other personnel supplement rather than supplant current custodial staff members.

These personnel will be restricted to painting, plumbing, electrical, carpentry, heating, ventilation, and air-conditioning. Members of Local Union 1144, other than custodial

staff members, will continue to carry out grounds maintenance work which they have traditionally performed. Other grounds maintenance work may only be performed by Local Union 1144 members other than custodial staff members by mutual consent and on a project basis.

Volunteers may perform any of the duties mentioned above, as well as any of the duties traditionally performed by volunteers, with the understanding that the services of volunteers will be utilized to supplement rather than supplant the work of the custodial staff. The volunteer crew will be supervised by a custodian in one-man schools.

This Agreement is reached with the understanding that none of the present forty-two (42) positions of the custodial staff will be laid off during the life of the contract.

Section 2. Evaluation System.

The employee covered by this Agreement will receive an annual performance review, in accordance with the procedure established in the booklet, "An Evaluation Program for Custodian Workers", dated January 22, 1987.

1. Each new employee will receive a minimum of two (2) evaluation reviews within the first six (6) months.
2. Employees on the job over six (6) months will receive an evaluation review. A minimum of one (1) each school year.
3. If an employee receives a below average evaluation, he/she shall be subject to a follow-up evaluation within the school year.
4. When substitutes are evaluated, the individual performing the initial review shall do so with input from any Building Custodians that said substitute works with/for.

Section 3. Disciplinary Procedures.

Punitive issues involving employees shall be addressed through a progressive, four-step disciplinary process. It is understood that the disciplinary process outlined below pertains to the same type of offense.

- Employee is given a verbal warning on a first offense
- Employee is given a written warning on the second offense
- Employee meets with central administrator on third offense
- Employee is dismissed

The above progressive discipline process notwithstanding, the appropriate school administrator maintains the right to take more significant punitive actions in cases where an employee's actions are of a more serious nature and warrant more serious consequences without following the steps identified.

ARTICLE XXVII

LABORERS' INT'L UNION NATIONAL PENSION FUND

For the purpose of providing additional retirement benefits, for union members covered by this Agreement, the Employer agrees to contribute the following to the L.I.U.N.A. Pension Fund:

July 1, 2019 - \$0.99 per hour

July 1, 2020 - \$1.09 per hour

July 1, 2021 - \$1.20 per hour

ARTICLE XXVIII

C.O.R.I. AND FINGERPRINT BASED CHRI CHECK REGULATIONS

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 provision of the collective bargaining agreement and the General Laws of the Commonwealth.

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.

ARTICLE XXIX

TERMINATION OF AGREEMENT

Section 1.

This Agreement shall remain in full force and effect from July 1, 2019 until June 30, 2022.

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.

ARTICLE XXIX
TERMINATION OF AGREEMENT

Section 1.

This Agreement shall remain in full force and effect from July 1, 2022 until June 30, 2025

Section 2.

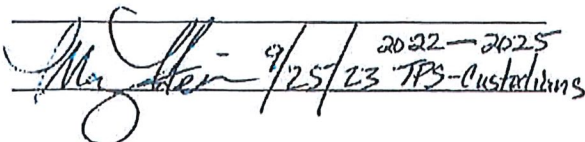
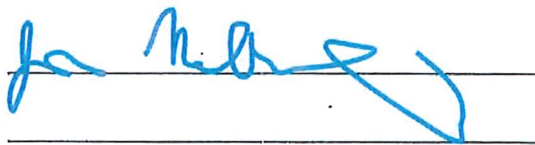
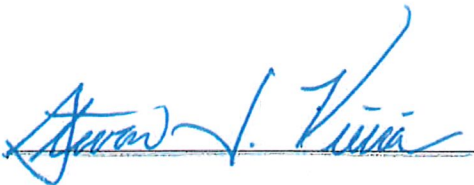
Either party may give to the other written notice of intention to terminate or modify any part or all of this Agreement no less than sixty (60) days prior to December 31, 2022 Agreement may be extended from time to time beyond its expiration date by mutual agreement of the representatives of the School Committee and the Union.

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 _____ day of _____ 20____

FOR THE CITY OF TAUNTON
SCHOOL COMMITTEE

FOR MASSACHUSETTS AND NORTHERN
NEW ENGLAND LABORERS' DISTRICT
COUNCIL in behalf of PUBLIC EMPLOYEES
LOCAL UNION 1144 of the LABORERS'
INTERNATIONAL UNION OF NORTH
AMERICA



2022-2025
TPS-Custodians

BUSINESS MANAGER, LOCAL 1144

Myra Stein 7/25/23 2022-2025 TPS Custodians