

MEMORANDUM OF UNDERSTANDING

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

WHEREAS, the Committee and the Custodians Union have entered into a Collective Bargaining Agreement for the period of July 1, 2019, through June 30, 2022 (“Current CBA”); and

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

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

1. Unless described in this MOU, all other contractual benefits remain in full force and effect of the Custodian Union under the Current CBA.
2. Article XI(a) – Change the last sentence to read “For the 2020-2021 school year, a minimum notice of seventy-two (72) hours prior to the start of an employee’s regular scheduled reporting time must be provided by the employee to their Supervisor of any single vacation day.”
3. Article XXIV – add a provision that indicates as follows: “For the 2020-2021 school year. Custodians will be assigned to a cluster of schools as follows:

A. Cluster A:

- Taunton High School

B. Cluster B:

- John F. Parker Middle School
- Elizabeth Pole Elementary School
- Taunton Alternative High School

C. Cluster C:

- Joseph H. Martin Middle School
- East Taunton Elementary School
- Edward F. Leddy Pre-School

D. Cluster D:

- Joseph C. Chamberlain Elementary School

- Benjamin A. Friedman Middle School

E. Cluster E:

- Harold H. Galligan Elementary School
- James L. Mulcahey Elementary School
- Edmund H. Bennett Elementary School

Custodians may be assigned to positions at any school within their cluster on a temporary basis for the 2020-2021 school year at the discretion of the Superintendent of Schools.

4. Article XVII(i) -- Add in language that states as follows: "Said overtime shall first be offered on a building basis. If no Custodian is available to complete the overtime, the Senior Custodian of the building shall notify the Building Principal and the Superintendent of Schools, or their designee, who shall assign a Custodian from the volunteer list or a mandatory list to cover the overtime. The volunteer list will include Custodians who are willing to perform overtime in any building. The mandatory list will include all other Custodians listed in reverse order of seniority by shift and cluster.

In making assignments, the Senior Custodian, in collaboration with the Building Principal Superintendent of Schools or their designee, will go first to the volunteer list. If there is a Custodian on this list who is available, that person will be assigned to perform the overtime work. There will be an equitable rotation of Custodians on the volunteer list.

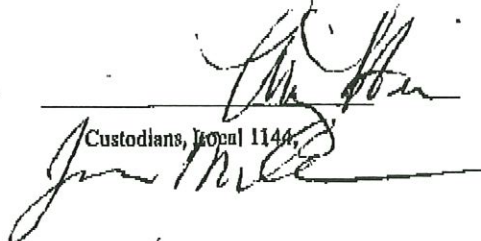
In the event that a substitute cannot be found and there is no available Custodian on the volunteer list, then the Senior Custodian, in collaboration with the Building Principal Superintendent of Schools or their designee, may assign a Custodian from the mandatory list who is not otherwise scheduled to work at that time from their respective cluster in reverse order of seniority. Once all members on the mandatory list have been so assigned to cover for an absence, the Senior Custodian, in collaboration with the Building Principal Superintendent of Schools or their designee, will restart with the least senior staff member of the cluster for the subsequent absence.

5. Article XVIII (Section 4- Personal Leave). Add the following sentence at the end of the paragraph: "For the 2020-2021 school year, the requirement to provide 24-hour's notice of use of personal leave will be waived. The parties recognize that the sick leave incentive of Article IX(C) remains in full force and effect during the 2020-2021 school year."

6. The provisions of this Agreement shall end at the conclusion of the 2020/2021 school year.

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


 Taunton School Committee


 Custodians, Local 1144

10/2/20
 Date

9/28/20
 Date