AGREEMENT

between

CITY OF TAUNTON, MASSACHUSETTS

and the

MASSACHUSETTS LABORERS' DISTRICT COUNCIL

in behalf of

PUBLIC EMPLOYEES' LOCAL UNION 1144 - C

of the

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA
AFL-CIO

TAUNTON NURSING HOME

July 1, 2012 - June 30, 2015

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AGREEMENT

THIS AGREEMENT entered into by and between the City of Taunton, Massachusetts, hereinafter referred to as the Employer, and the Massachusetts Laborers' District Council, in behalf of Public Employees Local Union 1144, Laborers' International Union of North America AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

DECLARATION OF PRINCIPLES

Neither the Employer nor the Union will discriminate against any employee or applicant for employment because of race, color, creed, sex, age, national origin or Union activity.

ARTICLE I
UNION RECOGNITION - AGENCY SHOP FEES

Section 1. Recognition (Bargaining Unit):

The Employer recognizes the Union as the exclusive bargaining representative with respect to wages, hours and other conditions of employment for all employees of the Taunton Nursing Home, excluding the Director all Registered Nurses, Social Worker and Admissions Coordinator/Asst. Social Worker.

Section 2.

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with any such group or individual for the purpose of undermining the Union or changing any condition contained in this Agreement.

Section 3. Agency Shop Fee:

A. An employee is not required to become a member of the Union in order to retain employment, but is required to pay, through payroll deductions, to the Union an amount equal to regular monthly dues as his/her fair share of the cost of representation by the Union for the benefits of such representation which he/she enjoys equally with Union members.

B. A Union employee who leaves the employment of the Taunton Nursing Home may not return to work as a per diem employee unless the employee has been out of work for the

preceding twelve (12) months.

The Administrator or his/her designee shall notify the Union when a per diem employee approaches one thousand forty (1040) hours in a calendar year. The Employer shall schedule a meeting with the Union Representative to meet with the per diem employee to discuss the contractual obligations and options available to the employee.

Section 4. Dues and Fees Check off:

The Employer agrees to deduct Union dues and agency service fees from the employees pay upon receipt of proper authorization and remit such amounts to the Secretary-Treasurer of Public Employees Local Union 1144.

Section 5. Union Meetings:

Elected Union officials shall be granted time off with pay to attend: **a)** all scheduled Local Union meetings, **b)** all meetings of the Massachusetts Laborers' District Council, and **c)** as delegates for International LIUNA, regional and state AFL-CIO conventions.

ARTICLE II
EMPLOYEE RIGHTS

Section 1.

All benefits, working conditions and privileges enjoyed by the employees covered by this Agreement prior to this Agreement shall continue in effect unless specifically waived in this Agreement or otherwise modified by this Agreement.

Section 2. Employee Rights and Obligations:

Except to the extent that there is contained in the Agreement an express and specific provision to the contrary, employees shall have and be protected in the exercise of the rights, freely and without fear of penalty or reprisal, to form, join or assist employee organizations; to hold office and participate in the management of the Union; to act in the capacity of the Union representative; to engage in other lawful Union and concerted activities for the purpose of collective bargaining or other mutual aid or protection; and to refrain from any and all such activities. In the exercise of such rights, the employee shall be free from any discrimination in regard to tenure, promotion or other condition of employment. The Union agrees that it shall represent the interest of all employees without discrimination and without regard to whether or not an employee is a member of the Union.

Section 3. Weingarten Rights:

The City agrees to afford employees the Weingarten Rights.

ARTICLE III
RIGHTS OF MANAGEMENT

Section 1. Rights of Management:

Except to the extent that there is contained in this Agreement an express and specific provision to the contrary, all of the authority, power, rights, jurisdiction and responsibility of the City are retained by and reserved exclusively to the Employer, including but not limited to, the right to manage the affairs of the City and maintain and improve the efficiency of its operation; to determine the methods, means, processes and personnel by which operations are to be conducted, including the contracting out of work; to determine the schedule and hours of work and the assignment of employment to employees; to establish new job classifications and job duties and functions, and to change, reassign, abolish, combine and divide existing job classifications for all jobs; to require from each employee the efficient utilization of his/her services; to hire, promote, transfer, assign, retain, discipline, suspend, demote and discharge employees with just cause; to relieve employees from duty because of lack of work or other legitimate reasons; to promulgate and enforce reasonable rules and regulations pertaining to operations and employees; and to take whatever action may be conducive to carrying out the mission of the Division.

Section 2. Emergencies:

The Mayor retains the right to declare an emergency and, in cases thereof, to direct all municipal employees; to take appropriate action to relieve said emergency condition or conditions. In the absence of the Mayor, the President of the Municipal Council shall have the authority to declare emergencies and to take appropriate action to relieve said emergency condition or conditions.

Section 3:

In addition to the powers generally provided under Section 1 of this Article, the Administrator or his/her designee shall have the authority to assign duties on a daily basis irrespective of job classification when emergency conditions warrant such action.

ARTICLE IV
CIVIL SERVICE/SENIORITY

Section 1. Permanent and Provisional Civil Service Employees.

All permanent and provisional Civil Service Employees on the employment rolls of the City as of July 1, 1983 are covered by this Agreement and shall be entitled to all the benefits and privileges provided herein. All permanent and provisional employees shall be entitled to all benefits after the employee has completed one hundred twenty (120) days of employment. These benefits shall be retroactive back to the first day of employment.

ARTICLE V
GROUP INSURANCE

Section 1:

The Employer will continue for the duration of the Agreement to provide a group insurance plan on substantially the same basis as at present. The Employer will not itself operate the plan but the insurance company or companies (which may include Blue Cross Blue Shield with respect to their programs) will administer the benefits, which shall be subject to such conditions and limitations as are provided by law and in the applicable insurance policies and contracts and shall not be the subject of grievance or arbitration procedures herein. It is agreed upon by both parties that Local Union 1144 will have one representative on the Insurance Advisory Committee. Said representative will be selected by the Local Union. Benefits of $10,000 will be retained as a life insurance coverage.

Section 2.

The City shall provide health insurance benefits to eligible employees through the Massachusetts Interlocal Insurance Association ("MIIA") Health Benefits Trust effective October 12, 2004. Said health insurance benefits shall be provided at the following contribution rates by the following providers under the following plans:

HMO Policy (HMO Blue New England)		
Existing employees (as of June 1, 2004 and Currently enrolled in a city health plan as of June 1, 2004)	City Employee	77% 23%
New Hires (hired after June 1, 2004)	City Employee	75% 25%
Indemnity Plan (Blue Care Elect PPO)		
All employees	City Employee	75% 25%

In the event that MIIA or the third party administrator acting pursuant to its Health Benefits Trust Agreement with the City of Taunton proposes a change in the level of benefits provided or increases employee co-payments, the City shall immediately notify the Local 1144 and the parties shall bargain over the proposed change(s). In the event that the proposed change(s) is implemented, the City shall bargain with Local 1144 over the impact of the change(s).

Section 3. Health Insurance Reopener.

In the event that the City of Taunton agrees to pay or, in fact, pays more than seventy-five percent (75%) of the cost of health insurance coverage for any of its employees, then the City will immediately notify the Union of said agreement or payment, and will immediately reopen this Agreement to renegotiate the percentage of the cost of health insurance for unit employees to be paid by the City.

Section 4. Manning at the Nursing Home.

All parties are in agreement that the Taunton Nursing Home, as a Healthcare Facility, by nature is unique among municipal services covered by agreement, in that its needs require seven (7) day twenty-four (24) hour staffing and delivery of services as required by Department of Public Health (DPH), and other state and federal agencies. Taunton Nursing Home will bargain in good faith within the parameters of this collective bargaining agreement to develop and maintain the mandated policies, procedures, practices and staffing patterns necessary to remain a licensed Healthcare provider.

Section 5. Dental Insurance

The City will actively seek through the request for proposal (RFP) process a group dental insurance plan of equal or greater value to replace the current BC/BS Dental Plan. If said plan is not found, the current BC/BS Dental Plan will remain in full force. (As of August 1, 2009, Altus Dental is the chosen dental coverage).

ARTICLE VI
HOLIDAYS

Section 1.

Regular employees shall be paid for each of the following holidays, and for all State declared holidays unless said employee is held ineligible due to reasons noted in Section 1 (b).

½ workday before New Year's
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Day after Thanksgiving Day
½ workday before Christmas
Christmas Day
Independence Day
New Year's Day
Martin Luther King Day
Washington's Birthday
½ Day Good Friday
Patriots' Day
Memorial Day

In the event any of the foregoing holidays fall on a Saturday, the previous day, Friday, shall be the day of celebration. If any of the foregoing holidays fall on a Sunday, the next day, Monday, shall be the day of celebration.

Section 2.

No employee will be paid for any of the holidays delineated in Section 1 (a) above or any other State declared holidays if the employee was on sick leave or leave without pay his/her last scheduled work day immediately prior to or his/her next scheduled work day immediately after a holiday. This section is not applicable to any employee who is on sick leave at least one (1) week prior to or after a holiday, who is hospitalized at any time during the holiday period, or to an employee's first absence in a fiscal year immediately prior to or after a holiday.
All employee's who are assigned to a seven (7) day schedule, the recognized holidays shall be celebrated the actual day of the holiday for benefits purposes.

Section 3.

Any day City Hall closes that has not been due to a declared State of Emergency by the Mayor, all other bargaining unit members shall receive a comp day within ninety (90) days.

Section 4.

All legal holidays shall be paid for at straight time. Legal holidays worked by the employee shall be paid as follows:

> Regular pay for the day, plus time and one-half for the time worked up to eight (8) hours, plus double time and one-half for all hours worked over eight (8) on a holiday.

Section 5.

Employees working in the Taunton Nursing Home, (seven day operations) shall receive holiday pay for holidays that fall on their day off and not compensatory time off.

ARTICLE VII
PERSONAL DAYS

a. Upon request, five (5) days of personal leave shall be granted to each covered employee each contract year provided that reasonable advance notification of the personal leave day is given to and approved by the head of the employee's department, which approval shall not be arbitrarily or unreasonably withheld. Said personal days may be accumulated to a maximum of ten (10) days. A minimum of forty-eight (48) hour's notice is required.

b. Employees may request in writing two (2) sick days be converted to personal days per contract year if the employee has exhausted all personal days. These two (2) days

will not be counted against the sick leave incentive. A copy of the approved request must be forwarded to the Human Resources Department and Treasurer's Office.

c. Unused personal days shall be paid upon retirement, death or resignation. In case of death, payment shall be made in full to beneficiary and/or estate.

ARTICLE VIII
SICK LEAVE

Section 1.

All permanent employees on the employment rolls of the City as of July 1, 1983 are covered by this Agreement and shall be entitled to all benefits and privileges herein. All permanent employees shall be entitled to all benefits after the employee has completed one hundred twenty (120) days of employment. These benefits shall be retroactive back to the first day of employment.

Section 2.

The Taunton Nursing Home sick leave notification shall be made at least two (2) hours prior to the start of the respective shift.

Section 3.

Upon the request of the Department Manager, any employee covered by this Agreement shall furnish a certificate from an attending physician for all consecutive days off each leave beyond three (3) days, stating the nature of the illness and that the employee is able to return to work.

Section 4. Prior Approval

Request for sick leave (not of an emergency nature) for medical, dental, or optical treatment shall be submitted two (2) days prior to the beginning of the leave. This provision shall not apply to an employee whose appointment for such treatment has been re-scheduled so that the two (2) day notice cannot be fulfilled.

Section 5.

Whenever an employee is absent because of personal illness, the number of days absent with pay shall be charged against his/her sick leave credits on records kept in each division for all employees under its supervision and direction. Employees may use seven (7) sick days in a calendar year for family illness if they have sufficient sick leave credit. Family shall be defined as: spouse, child, grandchild, and members of the employees household, also parents whether they live within the household or not.

Section 6.

A permanent employee who is a member of the Armed Forces of the United States shall be entitled to all sick leave benefits after having resumed his/her duties as an employee of the City of Taunton and no sick leave which the employee may have accumulated shall be lost or lapsed because of military leave. The above regulations shall apply to all employees covered by this Agreement, if the employee returns to work within six (6) months after discharge.

Section 7. 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 death or retirement in accordance with regulations of the City of Taunton, Massachusetts Retirement system, shall be paid for accumulated sick leave at their regular rate of pay being received at the time of their death or said retirement, payable to the employee or his/her estate. Effective July 1, 2006 the payable amount will not exceed thirteen thousand dollars ($13,000.00). This payment has two (2) options, either a one (1) lump sum or with a five (5) year payout for the maximum amount. The employee must choose one option.

Section 8.

Any employee covered by this Agreement who is over the age of sixty-two (62), has worked for the City five (5) years or more but does not qualify for retirement under the provisions of the City of Taunton Retirement System, but is retiring under the provisions of the Social Security System and is leaving the employ of the City of Taunton, shall be entitled to the same sick leave buy back as other employees covered by this Agreement.

Section 9:

An employee with a historically high use of short-term sick leave, or an abusive pattern of using sick leave, shall first be counseled by the Administrator. Upon request, the employee may have a Union representative present to assist. If such use or pattern continues, the Administrator shall have the discretion to require such employee to provide a physician's certificate of illness as a condition of eligibility for sick pay. In determining which employees should be counseled, the Administrator shall treat similarly situated employees alike.

A pattern of abuse includes, by way of example but not limitation: taking sick days connected to scheduled leave; taking a disproportionate number of sick days on or about weekends; taking sick days on days when the employee has other employment or self-employment; and regulary taking sick days at particular times of the year.

Abusive sick time will be addressed with progressive discipline.

ARTICLE IX
SICK LEAVE INCENTIVE

Employees covered by this Agreement shall be entitled to a sick leave incentive dollar amount for each calendar year per the following schedule:

Days Used	Incentive Amount
0	$800.00
1	700.00

Usage of over 1 day will result in no dollar incentive for that employee. Employees must be employed at the Nursing Home for a period of twelve (12) months before they are eligible for the Sick Leave Incentive. Donations to the sick leave bank shall not be counted as days used and days used while on Worker's Compensation shall not be counted as days used.

Any employee on Worker's Compensation for twelve (12) consecutive months will not be eligible for the sick leave incentive until the next annual payment after he/she has returned to work. Incentive will be paid the first pay period in February each year. Amounts will be pro-rata for employees who leave employ for each month of service and paid at the time of termination.

ARTICLE X
VACATIONS

Section 1.

Effective July 1, 1982 vacation leave shall henceforth be accumulated on a fiscal year cycle. All employees covered by this Agreement shall be eligible for vacation credits on a pro-rata basis. In the first year of employ vacation shall be pro-rata 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. 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 one (1) year of additional vacation period.

All employees working for the City of Taunton while involved with the C.E.T.A. program will be credited for that employment for the purposes of computing vacation accrual.

Section 2. Any employee thereof, covered by this Agreement, who has worked continuously, shall be granted an annual vacation without loss of pay as follows:

5 years through 9 years = three (3) weeks vacation
10 years through 16 years = four (4) weeks vacation
17 years through 24 years = five (5) weeks vacation
25 years and over will receive six (6) weeks vacation

The additional week shall be granted on the employee's anniversary date of employment. Upon retirement, death, or termination during any given year, any eligible person will be credited for outstanding earned vacation.

Section 3.

In the event the City Council approves a different vacation schedule for Administrators, during the term of this contract, the City will reopen this Agreement for unit employees to receive the same vacation schedule.

Section 4.

Due to the nature of Taunton Nursing Home as a health care provider for Long Term Care, it is imperative to meet the needs of the facility and maintain adequate staffing levels.

A written four (4) week notice must be passed in to the office for any vacation request. Extenuating circumstances will be determined by administration. The denial will not be unreasonably withheld.

Single vacation days or personal days, with forty-eight (48) notice request on your scheduled weekend to work, will only be granted if peer coverage has been provided. If overtime, it must be approved by administration. Weekdays: Forty-eight (48) hours' notice required if an employee finds their own coverage that does not involve overtime (or employees who do not require coverage) may be granted a single vacation day at the discretion of the Administrator; or, if coverage cannot be found by the employee, then a two (2) week notice must be provided to the TNH Administration as part of the single vacation day request. All of which is subject to the Administrator's approval.

Due to the limited relief, coverage for vacation, employees are asked not to take more than two (2) weeks earned vacation during peak vacation months, identified as June 1st through September 30th. All requests must be submitted in writing by April 30th of said year for approval. After April 30th's finalization of requests, no new requests will be honored without approval of administration. Extenuating circumstances will be reviewed by administration. This is to assure that all employees have an opportunity to take their allotted vacation time if so desired.

ARTICLE XI
BEREAVEMENT LEAVE

Section 1.

An employee covered by this Agreement shall be allowed bereavement leave with pay upon the death of the employee's spouse, child, grandchild, brother, sister, brother-in-law, sister-in-law, parent, grandparent, son-in-law, daughter-in-law, or upon the death of the employee's spouse's child, parent, brother, brother-in-law, sister, sister-in-law, grandparent, grandchild, significant other, or member of the employee's household. Such leave will extend from time of death until the tour of duty on the day following the funeral services, but shall not, unless special permission is granted by the chief executive officer, exceed ninety-six (96) hours.

Section 2.
In addition, one (1) day of funeral leave shall be granted to those employees who attend funeral services for their aunt, uncle, niece, nephew or cousin.

Section 3.

In the event any of the relatives mentioned in Section 2 above reside within the employee's household, said employee shall be granted three (3) days funeral leave.

Section 4.

If out of state travel is necessary, additional time shall be granted, at the discretion of the Mayor, or his/her designee.

ARTICLE XII
OVERTIME

Section 1.

All time worked in excess of eight (8) hours in any one day, or after forty (40) hours in any one week shall be paid at the rate of time and one-half of the hourly rate. Overtime will be rotated equally among those willing to accept it. Overtime shall not be paid twice for the same call back period.

Holidays, Sick days or Vacation will not be counted as time worked for purposes of computing overtime.

Section 2A.

Any mandated overtime hours over eight (8) consecutive hours, the employee will be paid at time and one-half. Any employee who is mandated for four (4) hours shall have that counted as their mandation. The mandated employee shall not have their choice of floor or assignment. Due to the needs of this healthcare facility, any employee who is subject to mandation, that cannot be mandated, will need to be removed from the overtime schedule until such time they can be mandated or if the OT is specifically approved by the Administration or his designee.

Section 2B.

Any employee who is mandated for four (4) hours shall have that counted as their mandation. The mandated employee shall not have their choice of floor or assignment.

Section 3. Call Back (Maintenance Staff)

Employees covered by this Agreement who are called back to work after completion of the day's work and have left their place of employment shall be guaranteed two (2) hours pay at straight time.

ARTICLE XIII
WORKWEEK

Section 1. Seven Day Operations Only.

The work week for employees in seven (7) day operations is Sunday through Saturday and consists of a five (5) day, forty (40) hour period with two (2) consecutive days off in each week.

Section 2. Hours for Taunton Nursing Home.

The work week for employees of the Taunton Nursing Home is Sunday through Saturday and shall consist of a five (5) day, forty (40) hour period with every other weekend off.

Section 3. Weekend Coverage.

The following schedule shall define weekend coverage:

11:00 p.m. – 7:00 a.m.: Friday/Saturday
7:00 a.m. – 3:00 p.m.: Saturday
3:00 p.m. – 11:00 p.m.: Saturday
11:00 p.m. - 7:00 a.m.: Saturday/Sunday

7:00 a.m. – 3:00 p.m.: Sunday
3:00 p.m. – 11:00 p.m.: Sunday
11:00 p.m. – 7:00 a.m.: Sunday/Monday

ARTICLE XIV
DIFFERENTIALS

Section 1.

Employees performing work on shifts from 4:00 PM to 12:00 (midnight) or 3:00 PM to 11:00 PM or from 12:00 (midnight) to 8:00 AM or 11:00 PM to 7:00 AM in the Taunton Nursing Home shall receive fifty ($.50) cents per hour over and above their present rate of pay. Employees required to work scheduled activities during the above listed shifts shall be paid the differential. Differentials will be paid for vacations, sick leave, personal days, holidays, etc. to those employees who are normally scheduled to work those shifts. Anyone working 50% more of his/her shift after 3:00 p.m., shall receive a $.50 differential after 3:00 p.m.

Section 2. Orientation Differential.

Employees required to report early for orientation in those operations requiring same will be paid their regular rate of pay for time worked. i.e., Nursing Home.

ARTICLE XV
WORKING IN A HIGHER CLASSIFICATION

Section 1.

Employees assigned, with Department Manager approval, to work in a higher classification shall receive the higher rate of pay for all work after the second day of assignment to higher classification. Employees working in the same higher classification long term, with no brake in service in that higher classification, shall be credited with such time for the purpose of step raises in the higher classification. This shall apply only if such employee is officially promoted to the higher classification title as defined by MGL Chapter 31.

Section 2. Work in a Lower Classification.

Employees may work temporarily or part-time in a lower classification without any loss in pay.

Section 3. Temporary Assignment.

Workers from one division can assist members of another department when assistance is required on a temporary basis. If temporary assistance is to exceed two (2) days, it will be subject to Union notification and approval.

Section 4. Volunteers.

The City may utilize other Municipal Departments and volunteer groups to perform work in other City Departments so long as members of the work force are not displaced by doing so. Also, members of the work force may be required to assist other Municipal Departments when directed by the Department Head. All of the preceding language is subject to Union notification and approval.

Section 5.

All wage rate increases set out below in the pay plan shall become effective July 1, 2006.

a) Any employee that has to be away for one (1) or more weeks of training in the Armed Forces will receive their normal pay check from the City.

Section 6.

The rates of pay as agreed upon between the contracting parties hereto are set forth below.

Section 7.

The work week for employees of the Taunton Nursing Home is Sunday through Saturday and shall consist of a five (5) day, forty (40) hour period with every other weekend off.

Section 8.

Employees normally not employed as a Certified Nurses Aide, who have a currently valid CNA license may work a maximum of one (1) eight hour shift a week unless otherwise directed due to emergency circumstances. Employees will be eligible for this opportunity once they have received the appropriate orientation. The training and orientation is determined at the discretion of the Administrator. It is up to the employee to maintain his/her certification. Overtime must be pre-approved by the appropriate supervisory staff as set forth by the Administrator.

ARTICLE XVI
LONGEVITY

All employees covered by this Agreement in full-time service of the City of Taunton who have completed five (5) years of continuous service, in permanent status and occupying a position subject to the Salary Administration Plan and Ordinance, shall be paid longevity based on the City of Taunton's third year Patrolman's salary, including Patrolman's hazardous duty pay. "Continuous Service" is defined as having no break in employment with the City of Taunton. Increments will be as follows:

		10/06	10/07
5 yrs.	2.2%	$956.25	$975.37
10 yrs.	2.8%	$1217.04	$1241.38
15 yrs.	3.4%	$1477.84	$1507.39
20 yrs.	4.0%	$1738.63	$1773.41
25 yrs.	5.6%	$2434.09	$2482.77
30 yrs.	6.25%	$2694.88	$2748.78

*Based on 3rd year patrolman's salary including hazardous duty pay

Payment will be made in a lump sum the first pay period of October each year. Payment will be pro-rated for employees who leave employ for each month of service. Increments will be added to payment upon anniversary date of employment and paid the first pay period in October.

Any employee on Workers Compensation for twelve (12) consecutive months will not be eligible for longevity until the next annual payment after he/she has returned to work. Longevity will be paid the first pay period in October each year.

Amounts will be pro-rated for employees who leave employ for each month of service and paid at the time of termination.

All employees working for the City of Taunton while involved with the C.E.T.A. program will be credited for that employment for the purposes of computing longevity.

ARTICLE XVII
CALL BACK

Section 1. Emergency Stand-by.

When the Mayor or Department Manager deem an emergency exists, employees will be paid five (5) hours straight time when asked to stand-by on Saturday, Sunday and Holidays. Employees in any Department may be asked to stand-by.

ARTICLE XVIII
SENIORITY

To the extent permitted by applicable law (including M.G.L.Chapter 31), seniority shall govern for all purposes. Seniority shall mean length of continuous employment in the bargaining unit.

In the event of reduction in force (RIF), the least senior employee shall be laid-off first. In the event that a laid-off employee(s) is or are recalled, the most senior laid-off employee will be recalled first.

Seniority shall also apply to the granting of benefits. Senior employees will get first choice on vacation scheduling.

The City reserves the right to promote and/or transfer the most qualified employees.

Seniority for Non-Civil Service Employees at the Taunton Nursing Home shall be determined in the following manner:

1) Full-time Employees

   a) Layoffs - Date of Hire - same provisions afforded Civil Employees (Chapter MGL 31)

   b) Promotions, transfers, vacation and personal day request - Date of Hire

   c) Full-time employees shall have seniority over all part-time and temporary employees

   d) Regularly scheduled part-time employees, seniority shall be by date of hire and their benefits if any shall be prorated by their hours worked.

ARTICLE XIX
CLOTHING, TOOL, AUTOMOBILE AND CLERICAL ALLOWANCE

Section 1. Clothing Allowance.

The Employer agrees to pay a clothing allowance to employees at the Taunton Nursing Home, effective July 1, 2006, Six Hundred and Twenty Five Dollars and this includes the Activity Director. The list shall be submitted to the Employer each year after all employees that have terminated employment with the City have been excluded from the list and new employees that have been employed by the City and qualify have been added to the list. Qualified employees employed July 1st receive payment for the year and new employees hired after July 1st will receive a pro-rated amount based on existing rates per month of service. This allowance will be applicable to custodians. All employees covered by this Agreement where applicable shall receive rubber gloves, boots, and rain gear according to Section 60 Chapter 40 of the General Laws of Massachusetts. The City will supply work gloves and rubber gloves as needed.

Payment must be made in the third week of July.

Section 2.

Any employee on Worker's Compensation for twelve (12) consecutive months will not be eligible for the clothing allowance until the next annual payment after he/she has returned to work. Clothing Allowance will be paid the third pay period in July each year. Amounts will be pro-rata for employees who leave employ for each month of service.

Section 3. Education Incentive.

The City shall reimburse employees covered by this Agreement the full cost of completed educational courses that are job or advancement related, subject to Department Manager approval and a passing grade for the course.

ARTICLE XX
EMPLOYEE PROTECTION

Section 1. Safety.

a) The City will use no force or coercion on an employee endangering his/her life or the life of a fellow employee, nor will the City violate State and Federal Safety Ordinances or Laws.

b) The Employer agrees to permit representatives of Laborers' International Union of North America, AFL-CIO and/or Local 1144 to enter the premises providing that the Union representative first report to the administration office or the Administrator's designee.

Section 2. Emergency Equipment and Training.

a) Wherever there is any safety or emergency equipment (i.e. fire extinguishers, breathing apparatus, emergency repair kits, emergent shower and eye wash, etc.) within the employee's regular work area, management shall instruct all employees on the proper use of such safety and emergency equipment.

b) The City shall design a program once a year to train all employees who want to participate in learning First Aid and CPR. The City shall bear all costs for training and certification for all courses and other preventative safety courses.

c) Each department shall develop and train employees in the safe operation of equipment and machines, in the safe handling of materials and chemicals, and procedures for emergency situations that may occur (i.e. power outages, fires, chemical spills, etc.).

ARTICLE XXI
GRIEVANCE PROCEDURE

Section 1.

There shall be a Union Grievance Committee composed of not more than three (3) employees from within the bargaining unit who shall be designated by the Union to process differences that may arise between the parties in the manner hereinafter provided.

Section 2.

For the purpose of this Agreement, the term "grievance" means any difference or dispute between the Employer and the Union, or between the Employer and any Employee with respect to the interpretation, application, claim or breach or violation of any of the provisions of the Agreement.

Section 3.

Any such grievance shall be settled in accordance with the following procedure:

a) A grievance shall be presented by the aggrieved employee and the Union Steward within five (5) days of the alleged grievance, to the Division or Department Chief, who shall give his/her answer within five (5) working days thereafter.

b) Failing to settle the grievance under Section 3(a), it shall be reduced in writing by the employee and presented to the Department Head or Director by the aggrieved employee and Union representatives and the Department Head or Director shall give his/her answer in writing within five (5) days thereafter.

c) Failing to settle the matter under Section 3(a) or 3(b) the aggrieved employee, Union representative, the Mayor and/or City officials shall meet within five (5) working days, and an answer shall be given in writing within five (5) working days thereafter. In the event the Department Head or Director or Mayor or both are absent from the

City at the time of the alleged grievance, the time period in Section 3(b) and Section 3(c) shall commence to run as of the next time the Department Head or Director shall return to the City.

d) The Union and the City agree to accept and act promptly upon any grievance of a general nature received from one another. Any such grievance will be presented in writing and will be processed in accordance with paragraphs (c) and (e) hereof.

e) In the event the grievance is not settled in a manner satisfactory to the aggrieved party, they, together with the Union, may submit such grievance to arbitration in the manner provided herein.

Section 4. Arbitration Procedure.

Shall be as follows:

a) The Union and the City will attempt to agree on an impartial arbitrator to hear and decide the unresolved grievance. Both parties agree that the arbitrator's decision will be final and binding; the cost of the arbitration will be borne equally by the City and the Union. If the City and the Union cannot agree on the individual to serve as an impartial arbitrator within a reasonable time, the arbitrator shall be selected by the American Arbitration Association and/or the Massachusetts Board of Conciliation and Arbitration, with mutual agreement by both parties, pursuant to the Voluntary Labor Arbitration Rules of said Association. Either party may submit a request to the American Arbitration Association for appointment of an impartial arbitrator.

b) Union Stewards and Officers shall be granted sufficient time off during working hours to investigate and/or resolve grievances and/or complaints. Union Stewards and Officers shall be granted such time off without loss of pay.

Section 5. Arbitration.

Aggrieved members shall have the right to Union representation including International Representatives through the entire course of the grievance procedure. Nothing in this grievance procedure shall be construed to change, conflict, amend or affect in any way the rules and regulations of Civil Service of Massachusetts General Laws, Chapter 31.

ARTICLE XXII
MISCELLANEOUS PROVISIONS

Section 1. Notification of Accrued Sick Leave, Vacation, Personal Days and Compensatory Days.

The Employer agrees to notify all employees of accrued sick leave, vacation, personal days and compensatory days each quarter.

Section 2. Meal Allowance.

All employees covered by this Agreement, shall be granted a meal period of one-half hour (1/2) duration during each work shift. Whenever possible, the meal period shall be scheduled at the middle of the shift.

Section 3. Bulletin Boards .

The Employer shall allow the Union to use Department Bulletin Boards for the posting of Union notices, rules and regulations appearing over the signature of either the President or the Secretary of the Local Union. Announcements shall be posted in a conspicuous place where employees enter or leave the premises. Parties to this Agreement, both of whom may use the bulletin boards for notices of a routine nature, agree that it would be improper to post denunciatory or inflammatory written material on such bulletin boards.

Section 4.

Should any provision of this Agreement be found to be in violation of any Federal or State Law or Civil Rule by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement and any benefits, privileges or working conditions existing prior to this Agreement shall remain in full force and effect and if proper notice is given by either party as to the desirability of amending, modifying, or changing such benefits, privileges or working conditions, it shall be subject to negotiation between the parties.

Section 5. Special License Fees.

The Employer shall reimburse employees the amount paid for all required special license fees, including but not limited to, Continuing Education for Nurses (CEU'S). The employer shall reimburse employees for any mandated courses required to maintain job required licenses. The reimbursement will be made within sixty (60) days after showing proof of payment provided that proper documentation has been submitted to the business office and that it is acceptable to the City Auditor.

Section 6. Seminar and In-Service Programs.

The City shall pay employees for time and registration fees for Seminar and In-Service Programs and Regional Meetings, if approved by Department or Division Head.

The City shall make every effort to properly train personnel prior to assuming a new position and shall constantly strive to prepare employees for advancement.

Section 7. Glasses and Dental Plate Repair .

The City will pay for the repair of glasses and dental plates when broken on the job, provided the employee has two (2) witnesses or approval by the Department Supervisor. If any claims are proven to be fraudulent, all persons involved will be subject to dismissal. In the event there are

excessive claims during the first two (2) years, the Mayor reserves the right to terminate this Section after meeting with Union Representatives.

Section 8. Bi-Annual Physical - Taunton Nursing Home .

The City agrees to pay for the bi-annual, required, physical for employees at the Taunton Nursing Home, but not the initial physical required before beginning employment.

Section 9. Employee Lunch/Break Room .

Whenever feasible the City agrees to provide a break room for employees covered by this Agreement in all Departments.

Section 10. Physical Examinations.

Any employee required to take physical examinations shall have such scheduled during their regular working hours, and be permitted to attend without a loss of wages.

ARTICLE XXIII
SUCCESSOR CLAUSE

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.

It is agreed that a successor employer shall continue the employment of present employees who seek such employment. However, the Union shall have the right to renegotiate this Agreement or portions thereof with any successor or assign, and the Union shall also have the right to terminate the Agreement with the successor or assign upon written notice to said successor or assign.

ARTICLE XXIV
SICK LEAVE BANK

The City and the Union hereby establish a Sick Leave Bank for all bargaining unit employees. The Bank will be governed by a three (3) person Board of Directors: two (2) of the three (3) Directors shall be appointed by and serve at the discretion of the Union. The third Director shall be appointed by and serve at the discretion of the City. The Board shall promulgate the rules and regulations of and for the Sick Leave Bank. All rules and regulations must be consistent with the following negotiated principles:

a) No sick leave will be issued to any employee who has not already exhausted his/her own allotment of sick leave from the City.

b) No sick leave will be issued to any employee who is not seriously ill.

c) Applicant to the sick leave bank must be a Union member.

d) In those Departments where temporary and provisional employees receive the same benefits as permanent employees, all employees (permanent, temporary and provisional) can apply to the bank. In those Departments where temporary and provisional employees do not receive the same benefits as permanent employees, only permanent employees can apply to the bank.

e) Applicant must fill out an application form that the Stewards will have.

f) Application must be accompanied by a doctor's certificate stating the nature of the illness and the expected duration of the applicant's absence.

g) Board recommends that application be submitted in sufficient time (such as two weeks) prior to the exhaustion of his/her own sick leave.

h) The Board reserves the right to call in a doctor of their own choice for examination and consultation.

i) Any person who, in the Board's opinion, has abused sick leave in the past will not be eligible to receive any days from the sick leave bank.

j) No retroactive sick leave will be granted.

k) Maximum amount of time granted by the Board to an individual will be thirty (30) working days before a review.

l) The Board will report to the applicant and the membership its decision with supporting reasons.

m) The Board will allow appeal review; however, the Board has the final say.

n) The Board reserves the right to open a review of a case at any time

o) The Mayor's Office will notify Departments to dock one sick day from each permanent Union employee at the beginning of each fiscal year.

p) Employees awaiting worker's compensation may barrow from the bank if their own sick leave is exhausted, but the time granted from the Bank must be returned to the Bank when worker's compensation restoration is made.

All members of the bargaining unit will contribute one (1) sick leave day to the Sick Leave Bank on July 1, 1983. Employees covered by this contract may, upon retirement or death, contribute up to a maximum of Thirty (30) unused sick leave days to the Sick Leave Bank.

ARTICLE XXV
LEAVE OF ABSENCE

(A) Family and Medical Leave Act.

Employees shall be granted up to twelve (12) weeks leave under the Family and Medical Leave Act of 1993 with all rights and benefits set forth by said Act. For the purposes of defining the leave year in accordance with the provisions of the Family and Medical Leave Act (FMLA), said year shall be defined by contract fiscal years, i.e. July 01, 2005 through June 30, 2006.

(B) Unpaid Leave of Absence.

An employee having been employed by the Taunton Nursing Home for at least one (1) year and currently in good standing, wishing a leave of absence must notify the Human Resources Director twenty-one (21) calendar days prior the start of requested leave. An employee may, upon written request and with the approval of the Human Resources Director, be granted an unpaid leave of absence for medical illness not to exceed three (3) months. Upon further approval of the Human Resources Director and the TNH Administrator, an additional leave of absence for an employee's serious personal medical illness (accompanies by proper medial certification) may be extended three (3) months. During leaves of absence, sick leave and vacation time shall not accrue and clerical incentives will be pro-rated.

ARTICLE XXVI
LIGHT DUTY

The Union and the City of Taunton recognize the mutual benefit of providing opportunities for medically disabled employees to return to work even if they are temporarily restricted from performing the full requirement of their position. It is also agreed that such arrangements cannot be open-ended. Since these situations must, by their nature, be handled on a case-by-case basis, it is necessary to define the general parameters applicable to such cases.

1. Applicable to anyone on personal or work related disability.
2. The employee must be medically released by a physician with clearly defined restrictions and time to return to full capacity.
3. Management, to include the Administrator and the Human Resources Director, will consult with the Union regarding proposed restricted duty assignments and will endeavor to modify its proposals in consideration of pertinent Union concerns. Assignments will be made only if suitable work is available that will match the capabilities of the employee. No assignment will be made that is not provided for by the terms of this Agreement without the express approval of the Union.
4. Safety requirements will not be compromised.
5. Relocation to another work area or work group may be necessary.
6. Pay options:
   a. Normal rate of pay – if able to do 90% or more of the regular job
   b. Partial pay commensurate with the work schedule that the employee is capable of doing with the difference made up by sick leave and/or worker's compensation.
7. Assignments will be for four (4) weeks or until the next medical check up, whichever is least.

ARTICLE XXVII
WAGES

A. Refer to Appendix A for wage information.

*July 1, 2012 – June 30, 2013 – 0%
*July 1, 2013 – June 30, 2014 – 3%
*July 1, 2014 – June 30, 2015 – 3%

*The position of Director of Resident Dining Services is not eligible for these wage increases.

B. The payday may be changed from Thursday to Friday at the option of the City provided all other Unions in the City agree.

C. New hires after July 1, 2008, entitled to step increases, will have a six (6) month evaluation by the Administrator to determine a move to Step 2 prior to the normal anniversary date of hire. Should an employee be granted this early Step Increase, they would then not be entitled to a subsequent Step Increase for eighteen (18) months.

D. Effective January 1, 2010, or at a date following, when all general government employees have agreed, employees will be required to enroll in direct deposit.

ARTICLE XXVIII
TERMINATION AND EXTENSION OF AGREEMENT

Section 1.

This Agreement shall take effect July 1, 2012 and shall remain in full force and effect during the period July 1, 2012 to June 30, 2015.

Either party may give to the other written notice of it's desire to modify this Agreement or to negotiate a successor Agreement at least sixty (60) days prior to the expiration date by mutual consent or agreement of the representatives of the City 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 this July 21, 2014.

CITY OF TAUNTON, MASSACHUSETTS
APPROVED AS TO FORM AND CHARACTER:

Jason D. Buffington, City Solicitor

Thomas C. Hoye, Jr., Mayor

MASSACHUSETTS LABORERS' DISTRICT COUNCIL
IN BEHALF OF PUBLIC EMPLOYEES LOCAL 1144
OF THE LABORERS' INTERNATIONAL UNION
OF NORTH AMERICA, AFL-CIO

Jonathon Cimino

PUBLIC EMPLOYEES' LOCAL 1144
Taunton, Massachusetts

Business Manager

FY'13 - 0% Increase

	Hired prior to 7/1/2006	Hired after 7/1/06		
	July 1, 2012 - June 30, 2013			
		Step 1	Step 2	Step 3
Licensed Practical Nurse	$21.01			
MMQ/Nurse/LPN	$21.01			
Certified Nurses Aide	$13.85	$11.15	$12.62	$13.45
Cetified Rehabilitation Aide	$14.95			
Director of Dietary Services	$18.79	$23.00	$24.00	$25.00
Cook	$16.93	$14.26	$15.34	$16.43
Kitchen Aide	$12.61	$10.06	$11.15	$12.24
Senior Laundress	$14.26	$11.67	$12.76	$13.84
Laundress	$13.09	$10.54	$11.63	$12.71
Maintenance Supervisor/WF	$20.52			
Maintenance Man	$17.26			
Medical Records Clerk	$17.31			
Activities Director	$17.79			
Activities Aide	$14.65			
Scheduler	$14.95			
Accounts Payable/Payroll Clerk		$14.14	$15.14	$16.14
Receptionist		$11.24	$12.24	$13.24

Title not eligible for wage increase for FY'13-FY15

FY '14 - 3% Increase

	Hired prior to 7/1/2006	Hired after 7/1/06		
	July 1, 2013 - June 30, 2014			
		Step 1	Step 2	Step 3
Licensed Practical Nurse	$21.64			
MMQ/Nurse/LPN	$21.64			
Certified Nurses Aide	$14.27	$11.48	$13.00	$13.85
Cetified Rehabilitation Aide	$15.40			
Director of Dietary Services	$18.79	$23.00	$24.00	$25.00
Cook	$17.44	$14.69	$15.80	$16.92
Kitchen Aide	$12.99	$10.36	$11.48	$12.61
Senior Laundress	$14.69	$12.02	$13.14	$14.26
Laundress	$13.48	$10.86	$11.98	$13.09
Maintenance Supervisor/WF	$21.14			
Maintenance Man	$17.78			
Medical Records Clerk	$17.83			
Activities Director	$18.32			
Activities Aide	$15.09			
Scheduler	$15.40			
Accounts Payable/Payroll Clerk		$14.56	$15.59	$16.62
Receptionist		$11.58	$12.61	$13.64

Title not eligible for wage increase for FY'13-FY15

FY '15 - 3% Increase

	Hired prior to 7/1/2006	Hired after 7/1/06		
	July 1, 2014 - June 30, 2015			
		Step 1	Step 2	Step 3
Licensed Practical Nurse	$22.29			
MMQ/Nurse/LPN	$22.29			
Certified Nurses Aide	$14.70	$11.82	$13.39	$14.27
Cetified Rehabilitation Aide	$15.86			
Director of Dietary Services	$18.79	$23.00	$24.00	$25.00
Cook	$17.96	$15.13	$16.27	$17.43
Kitchen Aide	$13.38	$10.67	$11.82	$12.99
Senior Laundress	$15.13	$12.38	$13.53	$14.69
Laundress	$13.88	$11.19	$12.34	$13.48
Maintenance Supervisor/WF	$21.77			
Maintenance Man	$18.31			
Medical Records Clerk	$18.36			
Activities Director	$18.87			
Activities Aide	$15.54			
Scheduler	$15.86			
Accounts Payable/Payroll Clerk		$15.00	$16.06	$17.12
Receptionist		$11.93	$12.99	$14.05

Title not eligible for wage increase for FY'13-FY15