

**Sideletter of Agreement
between the
Weymouth Educators' Association and
Weymouth School Committee**

The parties of this Agreement are the Weymouth Educators' Association ("Association") and the Weymouth School Committee ("Committee").

WHEREAS, a dispute arose between the parties regarding the administration of the Family and Medical Leave Act ("FMLA"), and

WHEREAS, the Association submitted both a grievance under the Unit D Collective Bargaining Agreement which expired on August 31, 2018, and a demand to bargain under Massachusetts General Laws Ch. 150E, and

WHEREAS, the parties met on January 24, 2019 and February 7, 2019,

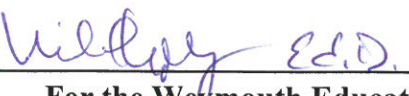
The parties agree to the following in order to reach an amicable resolution of the above dispute:

1. Amend Article XI, Section N of the Collective Bargaining Agreement as follows:

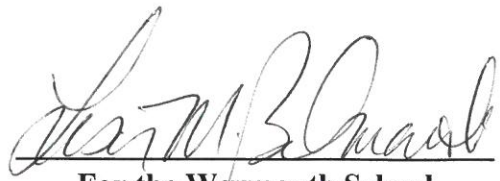
~~Leaves of absence regulated by the Family Medical Leave Act of 1993 will be available to all members of the bargaining unit. It is the policy of the Town of Weymouth to grant up to 12 weeks of family and medical leave during any 12-month period to eligible employees in accordance with the Family and Medical Leave Act of 1993 (FMLA). The leave may be paid, unpaid or a combination of paid/unpaid leave as authorized by the Weymouth School Department and in conformance with this collective bargaining agreement. In the event that an employee is granted the use of paid sick leave by the Weymouth School Department, upon exhausting all sick leave, the employee may seek similar authorization to use paid personal days. Upon exhausting personal days, any remaining days taken as FMLA would be unpaid. Use of accrued sick time, personal time, or both, during FMLA leave will run concurrently with FMLA.~~

The FMLA process can be initiated by either the employee or the employer. When the employer determines that an employee may qualify for FMLA leave, the employer will provide written notice to the employee of their rights and responsibilities under FMLA. Further information may be requested by the WPS Human Resources Department.

2. The Union has withdrawn the above grievance, and will not pursue other litigation arising from the same facts and transactions which led to the grievance and demand to bargain.



For the Weymouth Educators'
Association



For the Weymouth School
Committee 3-28-19