

MEMORANDUM OF AGREEMENT
WEYMOUTH SCHOOL COMMITTEE
AND
WEYMOUTH EDUCATORS' ASSOCIATION (UNIT B)

This **MEMORANDUM OF AGREEMENT** is entered into by and between the Weymouth School Committee (hereinafter, the "Committee") and the Weymouth Educators' Association, Unit B (hereinafter, the "Association").

WHEREAS, the Committee and the Association entered into a collective bargaining agreement for the period of September 1, 2018 through and including August 31, 2021; and

WHEREAS, the duly-authorized representatives of the Committee and the duly authorized representatives of the Association have met, pursuant to Massachusetts General Laws, Chapter 150E, to negotiate a successor agreement; and

WHEREAS, said representatives of the Committee and the Association have, subject to ratification by the membership of the Committee and the Association, agreed to a successor agreement for the period of September 1, 2021 through and including June 30, 2024;

NOW, THEREFORE, in consideration of mutual promises and covenants, the parties hereto agree as follows:

1. The Collective Bargaining Agreement in effect for the period of September 1, 2018 through and including August 31, 2021, shall be in full force and effect for the period September 1, 2021 through and including June 30, 2024, except as modified by this **MEMORANDUM OF AGREEMENT**. The modifications set forth herein will be implemented effective September 1, 2021 unless otherwise noted.

NOTE: Deleted text is denoted with strikethroughs; additions by underline.

2. **Article XXVI (Duration Clause), amend Article as follows:**

Extend the contract three (3) academic years, ending on June 30, 2024, and adjusting all dates accordingly. Change start date for new hires and start date of work year for existing hires to July 1 going forward.

3. **All Articles and Appendices, amend as follows:**

Change all pronouns to gender neutral pronouns.

Strike "~~MS Housemasters~~" and replace with "Middle School Assistant Principals".

4. **Add "Early Childhood Education Center Manager" to collective bargaining agreement by Amending as follows:**

- a. **Article I (Recognition Clause), amend as follows:**

Add “CTE Childcare Center Manager”

- b. **Article V (Administrator Hours and Work Year), amend Section A as follows:**

Add “CTE Childcare Center Manager” to Subsection 3 “196 days”

- c. **Appendix A (Salary Schedule), amend as follows:**

Add “CTE Childcare Center Manager” to “Grade H”

5. Article V (Administrator Hours and Work Year), amend as follows*:

“A. 1. The work year for the following positions shall be ~~223~~ 221 days:

Director Career and Technical Education, Director of Physical Education and Athletics, Curriculum Coordinators K-12 (English, Science, Social Studies, Math, Foreign Language and Special Education), Coordinator of Health Services, and Assistant Curriculum Directors.

2. The work year for the following positions shall be ~~243~~ 211 days:

Dean, Assistant Principal (all levels), Technology Coordinator, Early Childhood Coordinator, Director of Alternative High School, Department Head of Guidance, Middle School Housemasters and, Department Heads (English, Science, Social Studies, Math and Special Education)

3. The work year for the following positions shall be ~~498~~ 196 days:

Department Heads (Art, Music and Business) and, Foreign Language.

4. The work year shall include the days of required attendance for teachers and three days to attend the summer retreat. Workdays beyond the work year of an administrator shall be voluntary and shall be compensated on a per diem basis to a maximum of ten (10) additional days per work year subject to the prior approval of the Superintendent.

5. The work year for the Coordinator of Health Services shall be ~~208~~ 206 days.

6. In order to assure adequate administrator coverage, additional work days beyond the Unit A school year must be submitted for approval to the employee’s supervisor or Superintendent no later than September 30th of each contractual year. The employee shall receive a finalized work calendar no later than October 31st of each contractual year. These additional work days shall be consistent with regular school hours, unless otherwise designated by the Superintendent or their designee.

7. There shall be a half day on the Wednesday before Thanksgiving for all employees covered by this Agreement.

B. The work day shall usually be the teacher work day plus such additional time as is necessary to perform properly the duties of the respective position to the satisfaction of the Superintendent.

~~The parties agree to form a Joint Labor Management Committee entitled “Unit B Hours, Work Year and Job Description Committee”. The purpose of this Committee shall be to analyze the work load of all Unit B positions, develop recommendations to assist with the increasing responsibilities of Unit B members and to assist in formulating new job descriptions for all Unit B positions. This Committee shall consist of four (4) members, two (2) appointed by the Association, and two (2) appointed by the School Committee. This Committee shall meet at least every quarter for the 2018-2019 school year, with first meeting to be held no later than October 1, 2018. This Committee shall submit its non-binding recommendations to the parties no later than June 1, 2019. This Committee shall issue recommendations for job descriptions for all Unit B positions as part of its non-binding recommendations above. The School Committee shall issue final versions of said job descriptions no later than December 1, 2019.~~

C. Department heads whose work year is ~~243~~ 211 days may be assigned to teach up to two (2) class periods per day and those whose work year is ~~498~~ 196 days may be assigned to teach up to three (3) class periods per day. Department heads may volunteer to teach more.

D. Assistant Curriculum Directors may be assigned to teach up to two sections of the same class within a certified content area.”

*= the reduction in work days shall be from work days outside of the school year

For this 21-22 school year only, all unit B members will be required to work a total number of hours for the year. For the following hours shall apply to Unit B members:

- 221 days = 1547 hours/year
- 211 days = 1477 hours/year
- 196 days = 1372 hours/year

The Unit B member's supervisor will need to sign off that the total number of contractual hours have been met.

Starting July 1, 2022, all Unit B Members will go back to work days and submitting a calendar to their supervisor for approval.

6. Article VI (Administrators’ Employment), amend by adding new Section C as follows:

“No later than May 15th of each work year, administrators shall be notified of their anticipated assignment for the following work year.”

7. Article VII (Vacancies and Promotions), amend Section A as follows:

“Whenever any vacancy in an administrative or supervisory position occurs ~~during the school year (September to June)~~, it will be adequately publicized via electronic means by the Superintendent ~~by means of a notice delivered to each school~~ as far in advance as possible.

During the months of July and August, ~~written~~ notice of any vacancy will be ~~delivered~~ sent via direct personal e-mail to the Association prior to posting. In both situations, the notification shall include the qualifications for the position and its duties will be set forth. No vacancy will be filled, except on a temporary basis, within thirty (30) days from the time that the notice is distributed. ~~to the school or notification is given to the Association.~~”

8. Article VIII (Due Deduction), amend by inserting the following sentence at beginning of Article:

“All provisions related to agency fee in this Agreement shall be null and void so long as agency fee remains unconstitutional.”

9. Article IX (Teacher Facilities), amend CBA by deleting Article and renumbering Articles accordingly at conclusion of negotiations and ratification.

10. Article X (Temporary Leaves of Absence), Section A, Amend as follows and renumber following Subsections as appropriate:

~~1. Five days' leave will be granted without loss of pay because of death in the immediate family. Immediate family will include: mother, father, stepmother, stepfather, foster parent, brother, sister, stepbrother, stepsister, husband, wife, child, foster child, mother-in-law, father-in-law, or grandchildren.~~

~~2. One day's leave of absence will be granted without loss of pay for the funeral of grandparents, sister-in-law, brother-in-law, own uncle, own aunt, daughter-in-law or son-in-law, niece or nephew.~~

1. Five days leave will be granted without loss of pay because of death in the immediate family. Immediate family will include: mother, father, foster parent, brother, sister stepbrother, stepsister, stepchild, husband, wife, child, foster child, father-in-law, mother-in-law, domestic partner or grandchild. The parties agree that in the event that the School Committee amends its policy regarding bereavement leave, including the definition of “immediate family” this Agreement will be reopened for the limited purpose of negotiating about such change in policy.

2. Three days leave will be granted without loss of pay because of death of an employee’s brother-in-law, sister-in-law, son-in-law and daughter-in-law.

3. One day leave of absence will be granted without loss of pay for the funeral of the employee’s grandparents, own uncle, own aunt, niece or nephew.

4. Bereavement leave must be taken within one year of the loss of the immediate family member. The one-year timeframe may be extended upon request and at the discretion of the Superintendent.

35. Two day's leave of absence will be granted by the Principal or immediate supervisor without loss of pay upon certification of the Administrator requesting such leave that personal business which cannot reasonably be conducted when school is not in session

necessitates absence. This certificate will be countersigned by the immediate superior and forwarded to the Superintendent's office. The first personal leave day will be granted without any requirement on the part of the Administrator to give a reason for taking said day. The administrator must submit, in writing, the reason for the second personal day. However, the Superintendent may grant additional days of personal leave upon specific request.

One additional day's leave of absence will be granted without loss of pay with the approval of the immediate supervisor upon submission to the immediate supervisor of the reason why the day is being taken. This submission need not be in writing.

~~4. Employees will be permitted to be absent from their assignments, with pay, for the purpose of observing a religious holy day which occurs while school is in session. Employees shall notify their building principal/immediate supervisor in writing seventy-two (72) hours in advance of the religious holy day."~~

11. Article XI (Extended Leaves of Absence), amend Section D, Subsection 2 as follows:

"Said Administrator shall be entitled to the provisions of Article XIV of this Agreement for any period of physical disability due to the pregnancy and/or birth upon written certification of said physical disability by the Administrator's attending physician. FMLA shall run concurrently."

12. Article XI (Extended Leaves of Absence), incorporate FMLA side letter by amending Section N as follows:

~~"The parties agree to have their duly authorized representatives to meet to discuss the implications of the Family Medical Leave Act upon this Article. Said representatives shall present any agreement reached to the respective parties for ratification."~~

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."

13. Article XII (Sabbatical Leave), Amend first paragraph as follows:

"Upon recommendation of the Superintendent of Schools and with the endorsement of both the building principal and of the applicant ~~and the TEPS Committee~~, one year sabbatical

leaves of absence shall be granted for study or travel to members of the professional staff covered by this Agreement by the Committee subject to the following conditions”

14. Article XIII (Administrator Evaluation), amend Section E as follows:

~~“All personnel files shall have an inventory sheet as their first page. Said inventory sheet shall list any and all material contained in the file and will list material as it is added. All material added to the personnel files subsequent to the establishment of the inventory system shall be date and time stamped. Upon the addition of material to personnel files, notice shall be provided to employees. The establishment of this inventory system shall be subject to funding by the Association. Thereafter, expenses for maintaining such inventory sheets shall be borne by the Committee.”~~

15. Article XIV (Sick Leave), amend Sections A through E as follows:

~~“A. To provide for absence due to illness, disability, or family illness, employees will earn one and one quarter (1 ¼) sick days per month to fifteen (15) sick leave days each year of the agreement as of the first official day of the school year, if they report for duty on that day. Unused days will accumulate and will be carried over to subsequent years.~~

~~B. By October 15 of each year, employees will be notified in writing of the amount of accumulated sick leave as of September 1.~~

~~C. Disability due to child bearing shall qualify as sick leave provided the employee submits written certification from her attending physician that she is physically disabled from performing her work as a result of the pregnancy and birth.~~

~~D. Employees covered by the Agreement will be granted up to five (5) days of absence with pay each school year, in the event of serious illness which requires the bedside presence or household attention, of the employee's spouse, parent, child, or person with legal relationship or relationship by blood residing in the employee's household. Absences incurred pursuant to this section shall be deducted from accumulated sick leave days.~~

~~E. Those employees who were employed in the Weymouth Public Schools prior to July 1, 1999 will have sick days allotted to them by the School Committee crediting each employee for all unused sick days since the hiring date of that individual to a maximum of 220 days. Those hired after July 1, 1999 shall be credited for time earned since their date of hire with deductions for actual use. Total accumulation shall also be 220 days.~~

A. Sick Leave Accumulation: All full time administrators will receive sick leave with full pay up to fifteen (15) working days in each school year while they are serving as a full-time administrator of the District. The yearly allotment of sick leave for administrators working part-time will be pro-rated. Days are credited on the first full administrator workday of each work year. Any administrator may accumulate full paid sick leave from year to year, up to a maximum of two hundred and twenty (220) days. Administrators will be notified of the extent of their accumulated sick leave no later than November 1st of the current school year.

B. An administrator may utilize sick leave for absences due to their own personal illness,

injury or disability. An administrator may utilize any or all accrued sick leave less their annual one (1) day donation to the Sick Leave Bank for absences due to an immediate family members' illness (See Article X, A.1. for definition of "immediate family member"). In no case may the Sick Leave Bank be utilized for the care of immediate family members. Extensions beyond stated sick leave for family illnesses may be allowed in exceptional circumstances at the discretion of the Superintendent of Schools or designee. Whether such extensions are paid or unpaid will be at the discretion of the Superintendent.

C. An employee using sick leave for themselves or an immediate family member must submit a written statement from a medical doctor, physician's assistant, nurse practitioner, or licensed mental health professional affirming that personal ill health makes absence necessary when such absence extends beyond three (3) consecutive school days and every ten (10) consecutive school days thereafter.

D. A non-birth parent will be entitled to up to five (5) days leave within sixty (60) days following the birth or adoption of a child. The leave may be paid and deducted from accumulated sick leave, but may not be paid from the sick leave bank. These five (5) sick days shall be over and above any family sick days as defined in Article XIV, Section B. Non-birth parents may also may take as many as eight (8) weeks of unpaid parental leave under the terms and conditions of the Massachusetts Parental Leave Act."

16. Article XIV (Sick Leave), Section F (Sick Leave Bank), amend Subsection 5 as follows:

"Any days left over in the Sick Leave Bank at the end of any school year shall carry over to the next school year. When and if the number of accumulated days is lower than ~~five hundred (500)~~ fifty (50), the Superintendent will inform the President of the Association of the number of days needed in an additional assessment. The Association will assess one additional day to as many employees as necessary. The method of assessment will be determined by the Association."

17. Article XV (General Section), amend Section G as follows:

~~"All Special Needs Administrative Staff who are required to carry out 766 procedures such as draft Individualized Education Plans; conduct special education evaluations, or attend 504/IEP Team meetings, Educational Plan writing, Capacity Achievement Testing and parent conferences associated with the core evaluation process, may make arrangements, as needed, with the approval of their building principal, to accomplish these essential tasks during the school day by canceling periods of instruction or by making other arrangements with the principal."~~

18. Article XV (General Section), amend by deleting Section K as follows:

~~"Assistant Curriculum Directors:~~

~~The Committee shall post Assistant Curriculum Director positions for the 2018-2019 school year.~~

~~Any employee holding these positions in 2017-2018 shall receive any compensation due to~~

~~them because of paid time off accrued before or during the period of the current side letter. For the 2018-2019 school year, these positions shall commence on July 1, 2018. For the 2019-2020 school year and beyond, these positions shall commence on September 1. Furthermore, any employee remaining in these positions from the 2018-2019 school year to the 2019-2020 school year shall be considered to be continually employed by the Committee, and shall have their pay processed pro rata over the 14-month period from 7/1/2019—8/31/2020. In no event shall any employee in these positions be required to work more than 223 days in a contractual year.”~~

19. Article XV (General Section), amend Article by adding new Section K as follows:

“Unit B members can apply for positions in Unit A Appendix A.II.a. through Appendix A.II.d.”

20. Article XV (General), Amend by adding new Section L as follows:

“Should a Unit B member be approved or requested to keep score or sell tickets at athletic events by the Principal or their designee, they shall be eligible to submit time cards as other employees currently do now for sign off by the Principal.”

21. Article XVII (Salaries), Amend sections B and C as follows:

“B. Salary payments shall be made throughout the school year in ~~twenty-one (21)~~ substantially equal payments or, if an Administrator so elects, in 26 substantially equal payments over the entire contract year.

C. ~~In the event an Administrator elects the 26 payment plan, such election shall be made in writing to the Superintendent on or before May 1 for the subsequent school year.~~

~~Additionally, an Administrator electing the 26 payment plan has the option of receiving his/her summer pay in one lump sum providing (s)he notifies the Superintendent in writing on or before May 1 of the school year. The payment will be made with the first paycheck following the end of the school year.”~~

22. Article XVII (Salaries), amend Section D (Longevity) as follows:

“1. For employees hired to any position in the Weymouth Public Schools on or before 9/1/2009, the following longevity applies:

Administrators will receive compensation in addition to that specified in Appendix A for their service in the Weymouth Public School System in accordance with the following provisions:

<u>Length of Continuous Service in the Weymouth Public Schools</u>	<u>Annual Amount of Longevity Pay</u>		
	FY 22	FY23	FY24
After 15 years	\$1,400 <u>\$1,428</u>	<u>\$1,464</u>	<u>\$1,500</u>

After 20 years	\$2,200 \$2,244	\$2,300	\$2,358
After 30 years	\$2,800 \$2,856	\$2,927	\$3,001

Administrators who have had continuous years of service in this bargaining unit will receive longevity payments as follows:

Length of continuous service <u>In Unit B</u>	Annual Amount of Longevity Pay
After 4 years	\$1,500 \$2,000
After 9 years	\$3,000 \$3,500

Said compensation shall be made in a lump-sum payment in June.

2. For employees hired to a Unit B position after 9/1/2009, regardless of previous service in the Weymouth Public Schools, the following longevity applies:

Administrators who have had continuous years of service in this bargaining unit will receive longevity payments as follows:

Length of continuous service <u>In Unit B</u>	Annual Amount of Longevity Pay
After 4 years	\$1,500 \$2,000
After 9 years	\$3,000 \$3,500
After 20 years	\$3,550 \$4,050

Said compensation shall be made in a lump-sum payment in June.”

23. Article XXI (Class Size), amend CBA by deleting Article and renumbering Articles accordingly at conclusion of negotiations and ratification.

24. Article XXII (Non-Teaching Duties), amend as follows:

“The School Committee and the Association acknowledge that the ~~Primary~~ Assistant Principal's duty is to ~~teach~~ administer to the safety, student discipline and student attendance of the building and that ~~his/her~~ their energies shall be directed and utilized to this end. The Parties agree that except in limited and rare circumstances, such as intermittent class coverage, Assistant Principals shall not be required to teach.

~~A. In their role as teachers, they shall not be required to perform the following tasks:~~

~~————— Collection of monies for non-educational duties; insurance, pictures, stamps, private charities, and maintenance of the Massachusetts School Register.”~~

25. Amend Appendix A (Weymouth Educators' Association Unit B Salary Schedule), as follows*:**

Year 1:

- Remove Step 1 and 2 from all grades
- Create new Step 7 and 8 at a 2.5% differential from the current Step 8 for all grades
- Members will move to the next step on the new salary schedule at the start of year one.
- Members who are currently on Step 8 will be placed on the new Step 8 on year one.
- Increase all of Unit B Salary Schedule by two percent (2.0%)
- Move “Healthcare Coordinator” to “Grade D” and place on Step 6

Year 2: Increase all of Unit B Salary Schedule by two percent (2.0%)

Year 3: Increase all of Unit B Salary Schedule by two percent (2.0%)

**See Attachment A for Salary Schedule

26. Amend Agreement as follows:

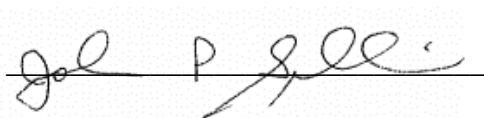
Add copy of Unit A Appendices A.II.a through A.II.d.

27. The parties agree to make any other necessary housekeeping changes prior to the printing or posting of the new collective bargaining agreement.

This Memorandum of Agreement is subject to ratification by the Committee and the Association. The Parties agree to use their best efforts to obtain ratification by their respective bodies.

Signed in duplicate this 1st day of Feb, 2022.

WEYMOUTH SCHOOL
COMMITTEE



WEYMOUTH EDUCATORS’
ASSOCIATION

