

**MEMORANDUM OF AGREEMENT
BETWEEN
WEYMOUTH PUBLIC SCHOOLS
AND THE
SEIU LOCAL 888
WEYMOUTH SCHOOL CUSTODIANS**

This **MEMORANDUM OF AGREEMENT** is entered into by and between the Weymouth School Committee (hereinafter the "Committee") and the SEIU, Local 888, Weymouth School Custodians (hereinafter the "Union").

WHEREAS the School and the Union had entered into a collective bargaining agreement for the period July 1, 2020, through June 30, 2023.

WHEREAS, the Town and the Union have, pursuant to Massachusetts General Laws Chapter 150E, negotiated the terms of a successor agreement for the period July 1, 2023, through and including June 30, 2026;

NOW, THEREFORE, in consideration of mutual covenants and promises and subject to the ratification of the respective parties, it is agreed as follows:

The terms and conditions set forth in the Collective Bargaining Agreement for the period July 1, 2020, through and including June 30, 2023, shall continue in full force and effect for the period July 1, 2023, through and including June 30, 2026, except as modified by this **MEMORANDUM OF AGREEMENT**.

1. ARTICLE II - CLASSIFICATION

Effective July 1, 2023, amend Article II, Classification, as follows:

The custodian unit will be defined as Unit A and will consist of the following titles:

Custodians – CLS 1
Head Cust Primary
Middle School Heating
Head Cust Chapman
Head Cust Adams
Head Cust High School
High School Heating
FLOATING PRIMARY HEAD CUSTODIAN
FLOATING CUSTODIAN

2. ARTICLE V- WORK SCHEDULE

Effective July 1, 2023, amend Article V, Work Schedule, Section F, as follows:

F. The position of Floating Custodian shall be assigned to the 2:30 PM to 11:00 PM shift only. The Floating Custodian shall be assigned his/her duties each day by the Administration of the School District. The ~~person assigned as the~~ Floating Custodian shall be eligible ~~only~~ for **overtime at the High School and for** system-wide overtime opportunities. The Floating Custodian shall not be assigned to the shift of a regular custodian on the 2:30 PM to 11:00 PM shift if said custodian reports to work for that shift.

3. ARTICLE VII - PAID HOLIDAYS

Effective July 1, 2023, amend Article VII, Paid Holidays, Designated Days, as follows:

Designated Days:

New Year's Day
Martin Luther King's Birthday
Presidents' Day
Patriot's Day
Memorial Day
Juneteenth (June 19th or date observed)
Independence Day
Labor Day
Columbus Day

Veteran's Day
Half day before Thanksgiving
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Good Friday, providing school is
not in session

4. ARTICLE XI - PAID LEAVES OF ABSENCE

Effective July 1, 2023, amend Article XI, Paid Leaves of Absence, Section A, Sick Leaves, as follows:

Section A, - Sick Leaves

All regularly appointed employees shall be entitled to sick leave with full pay computed as follows: Sick leave shall be earned at the rate of fifteen (15) days per year with a total accumulation of two hundred and five (205) days.

Employees accrued sick time from the previous month will be added to their accumulative sick time and posted on their pay stub on the 2nd pay period of every month. This provision will be effective at the beginning of the second year of this MOA to allow school administration time to work with the Town payroll Department regarding the technological logistics associated with this article. For the first year of this contract, the current process will remain in effect.

Moved from "General Provisions"

An employee using accumulated sick leave may be required to submit a written statement from a doctor affirming that personal ill health makes absence necessary when such absence extends beyond four (4) consecutive **workdays** and every five (5) consecutive **workdays** thereafter.

Extension beyond stated sick leave may be given in exceptional circumstances at the discretion of the Superintendent of Schools and the Committee.

Notice of accumulated sick leave will be provided following the end of the fiscal year.

Sick leave may be taken for illness of a spouse or child, up to a limit of four (4) days in any one-year such leave shall be deducted from employee's accumulated sick leave,

Employees covered by this Agreement, shall be entitled, in the event of retirement or death, to a lump-sum payment based on the following formula:

1. ~~20%~~ **40%** of the then unused accumulated sick leave days.
2. At the then base rate of pay of the employee's classification.
3. Not to exceed **\$4,500** ~~\$4,000~~.

5. ARTICLE XI - PAID LEAVES OF ABSENCE

Effective July 1, 2023, amend Article XI, Paid Leaves of Absence, Section B, Sick Leaves, as follows:

Personal Days.

The Superintendent of Schools, or his/her designee, will grant **two (2)** ~~one~~ personal days not to be deducted from sick leave provided that an employee requesting such leave submit a written request to the Superintendent at least twenty-four hours prior to the day for which the leave is requested, **except in cases of an emergency.**

~~An~~ **Two (2) additional days** may be granted in the event of an extreme need or emergency, which requires absence during work hours. ~~upon written request to the Superintendent or his/her designee.~~ A reason must be stated for the third **and fourth** personal day. **In the case of an emergency, the employee will contact their supervisor with the request for an additional day.**

Written documentation shall be provided upon the approval or disapproval of personal days.

Moved from Sick Leave Article.

6. ARTICLE XXI- ~~POLITICAL EDUCATION FUND~~

Effective July 1, 2023, amend Article XXI, Political Education Fund, as follows:

~~The employer agrees to honor and to transmit to the Union contribution deductions to the Service Employees International Union, Local 888, COPA (Committee on Political Action) from employees who are Union members and who sign deduction authorization cards. The deductions shall be in the amounts and with the frequency specified on the political contribution deduction authorization cards.~~

ARTICLE XXI – LAYOFF AND RECALL

In the event the Committee decides to reduce the number of employees covered by the extant Collective Bargaining Agreement, as amended, it shall determine the number of such employees in the various departments to be placed on layoff.

The employees to be laid off in such designated departments shall be laid off in inverse order of school system seniority.

In the event the employee to be placed on layoff wishes to displace a less senior employee in the same department, then the displacing employee's departmental seniority shall be used for the purpose, and the displaced employee shall be laid off.

Employees placed on layoff shall be on recall list for a 36-month period from the effective date of layoff. Recall shall also be based on seniority with the last employee to be laid off in an affected department recalled first.

Moved from Article XXV, General Provisions

7. ARTICLE XXII- WAGES

Effective July 1, 2023, amend Article XXII, Wages, as follows:

Salary payments to employees by this Agreement will be made on a weekly basis. The Committee shall determine which day of the week will be designated "payday," Effective July 1, 2014, all employees shall be paid bi-weekly and all employees shall participate in direct deposit.

Employees who have completed fifteen (15) years of continuous employment in the Weymouth Public Schools will receive longevity payments of One Thousand Seven Hundred and Seventeen Dollars (\$1,717.00) per year. Each consecutive year, the longevity will increase by 2%. It will be paid in the second pay period of May following the employee's qualification for such payment. If an employee retires from the Weymouth Public Schools any time prior to the second pay period of May following the employee's qualifying date (employee's initial date of hire), the longevity payment will be included in their final paycheck.

Employees who have completed twenty (20) years of continuous employment in the Weymouth Public Schools will receive a longevity payment of Two Thousand Sixty-Seven Dollars (\$2,067.00) per year. Each consecutive year, the longevity will increase by 2%. It will be paid in the second pay period of May following the employee's qualification for such payment. If an employee retires from the Weymouth Public Schools any time prior to the second pay period of May following the employee's qualifying date (employee's initial date of hire), the longevity payment will be included in their final paycheck.

Effective July 1, 2020, increase the salary schedule in effect on June 30, 2020 by zero percent (0%);
Effective July 1, 2021, increase the salary schedule in effect on June 30, 2021 by three percent (3%);
Effective July 1, 2021, add an additional step 7 salary with an increase of \$700 above the current Step 6
Effective July 1, 2022, increase the salary schedule in effect on June 30, 2022 by three percent (3%);

Each employee covered by this Collective Bargaining Agreement shall receive a signing bonus of \$3,000.00 per employee.

Effective July 1, 2023, increase the salary schedule in effect on June 30, 2022, by three percent (3%);

Effective July 1, 2023, Head Custodians shall receive an additional \$1.00 increase per hour.

Effective July 1, 2023, Heating Persons shall receive an additional \$1.00 increase per hour.

Drop the first two steps of the current salary schedule and add a new Step 6 at \$1,000 above the current Step 7 and add a new Step 7 at \$1,500 above the new Step 6.

Effective July 1, 2024, increase the salary schedule in effect on June 30, 2023, by two and one half percent (2.5%);

Effective July 1, 2025, increase the salary schedule in effect on June 30, 2024, by two and one half percent (2.5%);

ARTICLE XXV – GENERAL PROVISIONS

Effective July 1, 2023, amend Article XXV, General Provisions, as follows:

Remove number 6, 7, 8 and 9, and renumber Article XXV as needed.

1. Employees covered by this Agreement who are assigned to more than one school will be reimbursed at the IRS rate per mile for travel which is part of their assigned duties. Such reimbursement will be made upon the submission of evidence of the travel as may be required by the Superintendent.

If an employee wishes and is authorized to use his/her personal vehicle during the course of employment, he/she shall be reimbursed at the rate of twenty-five (\$.25) per mile which is part of their assigned duties. When an employee is authorized to use his/her vehicle related to his/her employment, he/she shall be indemnified by the Town of Weymouth.

2. Employees covered by this Agreement, who are assigned to and work the night shifts (any shift that starts after 1430 hours) shall be paid a differential of \$6.00 per day for each day so worked. This differential shall be in addition to their regular base pay and shall be used for the purpose of salary computation including but not limited to personal days, vacation pay, sick leave or holiday allowance.

In the event that an employee works a shift that has a combination of day and night hours, that employee will receive one-half (1/2) of the shift differential for the time that he/she actually works when the differential is in effect.

3. The Committee agrees that, only when necessary, the Shop Steward shall be provided (2) hours each Thursday evening (after 6:00 p.m.) to conduct Union business; provided that the Shop steward submits written notice 48 hours in advance to the building principal; however, when 48 hour notice is not feasible, written notice shall still be provided except in cases of emergency that is, when Union representation is required immediately.

4. The School Department will establish a listing of all employees according to original date of employment.

5. The Committee shall not discipline, suspend or discharge an employee covered by this Agreement "without just cause."

~~6. In the event the Committee decides to reduce the number of employees covered by the extant Collective Bargaining Agreement, as amended, it shall determine the number of such employees in the various departments to be placed on layoff.~~

~~7. The employees to be laid off in such designated departments shall be laid off in inverse order of school system seniority.~~

~~8. In the event the employee to be placed on layoff wishes to displace a less senior employee in the same department, then the displacing employee's departmental seniority shall be used for the purpose, and the displaced employee shall be laid off.~~

~~9. Employees placed on layoff shall be on recall list for a 36-month period from the effective date of layoff. Recall shall also be based on seniority with the last employee to be laid off in an affected department recalled first.~~

Moved to new Article XXI, Layoff and Recall

6. Evaluations: Custodians shall be evaluated annually by their building principal pursuant to the instrument attached hereto and the following procedure:

The custodian and the building principal shall meet at the beginning of each school year to develop a performance plan for that school year;

The custodian and the building principal shall meet periodically during the first half of the year for updates regarding the custodian's performance and any negative comments shall be written and presented to the custodian;

There shall be a mid-year appraisal review which shall include a written rating which shall not be binding;

The custodian and the building principal shall meet periodically during the second half of the school year for updates regarding the custodian's performance and any negative comments shall be written and presented to the custodian; and

There shall be an end-of-the-year formal performance evaluation which shall be written and provided to the custodian who will have the opportunity to review the document and have a written response attached prior to the document being placed in his/her personnel file.

It is understood that in the event that an adverse employment action is taken against a custodian due to his/her performance, said action will be subject to review in accordance with the terms of this Agreement and Massachusetts General Laws.

Further, it is understood that the evaluation process shall be fundamentally corrective with the goal of improving performance and shall not be administered in an arbitrary, capricious or punitive manner.

7. Time off without loss of wages, benefits or other privileges may be granted to Union negotiating committee members for attendance at negotiating sessions and caucuses.

8. Each school will be supplied with a gallon of bleach for cleaning purposes as needed.

9. Space at each school will be available for Union bulletin boards.

10. Custodians must punch in and out for all overtime details or assignments. Both over timecard and timecard must match and be submitted together for approval and processing. The Committee shall make every effort to have all benefit leave time (vacation, sick and personal) and overtime hours worked on the employees' pay checks.

11. The high school head custodian shall receive a \$2,000 increase to his/her salary.

12. The Employer will provide an estimate of eligible benefited time 30 days prior to the employee leaving employment with Weymouth public schools.

~~17. Employees accrued sick time from the previous month will be added to their accumulative sick time and posted on their pay stub on the 2nd pay period of every month. This provision will be effective at the beginning of the second year of this MOA to allow school administration time to work with the Town payroll Department regarding the technological logistics associated with this article. For the first year of this contract, the current process will remain in effect.~~

Moved to Paid Leaves of Absence, Section A, Sick Leaves

ARTICLE XXVIII- DURATION

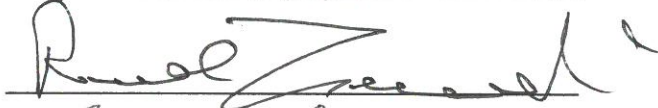
Effective July 1, 2023, amend Article XXVIII, Duration, as follows:

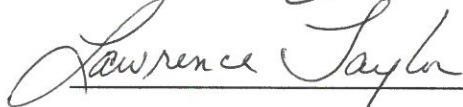
This Agreement shall be effective as of July 1st, **2023** except as otherwise noted herein, and shall continue in all its terms and conditions to and including June 30, **2026** and shall continue year to year thereafter, unless and until either party hereto shall give notice to the other party on or before January 1, **2026**, that it wishes to terminate the Agreement as of June 30, **2026**, or to amend or change the provisions thereof. In the event that this Agreement is not terminated pursuant to the provision hereof, but a request has been made to modify, change or amend any of its provisions, then, this Agreement shall continue in full force and effect until agreement has been reached on any changes, modifications or amendments.

For SEIU Local 888









For the School Committee

