

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

This **MEMORANDUM OF AGREEMENT** is entered into by and between the Weymouth School Committee (hereinafter the "Committee") and the SEIU, Local 888, Weymouth School Maintenance (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 maintenance unit will be defined as Unit B and will consist of the following titles:

| | |
|---|-------------------------------|
| Carpenter | Laborer/School Patrol |
| Carpenter/ Cabinetmaker | Heat/Plumbers |
| Painter | Electrician |
| Painter Fore Person | Store Delivery (Supplies) |
| Labor Foreman | Assistant Mechanic |
| Laborer & Motor Equipment Operator | Motor Equipment Repair Person |
| Laborer & Motor Equipment Operator (Hydraulics) | HVAC Mechanic |
| | Tele/Pneu Mech |

The Union agrees to remove the CDL Bus Driver position from the School Maintenance Contract with the following stipulations:

- The position will be placed in the Weymouth Van Drivers/ Monitors Chapter, SEIU Local 888.
- Ralph Salvaggi will be grandfathered in as the most senior CDL Bus Driver but will remain in the School Maintenance Chapter.
- The two CDL Bus Drivers who are currently in the School Maintenance Chapter will retain their seniority when moved to the Van Drivers/Monitors Chapter.

- The two CDL Bus Drivers who are currently in the School Maintenance Chapter will retain their sick time at respective (10) ten or fifteen (15) days and personal time at three days as currently outlined in the School Maintenance Contract, with the 2nd and 3rd day coming from sick time.
- The two CDL Bus Drivers who are currently in the School Maintenance Chapter will retain ten (10) vacation days per year for the remainder of their employment.

2. ARTICLE V – WORK SCHEDULE

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

- A work schedule for purposes of this document is defined as five (5) eight (8) hour work periods, Monday through Friday, inclusive, five (5) eight (8) **workdays**. The work schedule for Mondays through Friday shall be 7:00 a.m. to 3:30 p.m. Excluded from the operation of this clause are those employees classified as Laborer and Motor Equipment Operators who perform Night Patrol. The Night Patrol hours are as follows: First position – hours are 8pm-4am Wednesday through Sunday; Holiday hours 9pm-4am; Second position – hours are 8pm-4am Monday and Tuesday; 4pm-12am Friday; 3pm-11pm Saturday and Sunday; Holiday hours are 2pm-9pm; Third position – hours are 7am-3pm Saturday and Sunday; Holiday hours are 7am-2pm.
- All employees in continuous operation shall receive two consecutive days off in each seven-day period.
- The work schedule, starting times and quitting times as well as assigned lunch times of employees shall be posted on a bulletin board at each work location and made available to employees and the Union.
- Except in documented natural emergency situations, the Employer shall give any offered employee whose schedule is being involuntarily changed seven (7) days written notice of such change.
- Hours worked are to be accurately recorded by mandatory daily punching in and punching out of assigned time card and time clock.

3. ARTICLE VI – OVERTIME

Effective July 1, 2023, amend Article VI, Overtime, as follows:

Employees will be paid at the rate of time and one half of the base rate for work performed beyond eight (8) hours per day and forty (40) hours per week, provided, however, that such hours are not pyramided.

An employee who is required to work beyond **their** ~~this~~ regular work schedule on a holdover situation will be paid at the premium rate. One quarter of an hour will be the smallest fraction of an hour considered.

If an employee is called back to work (**for any reason other than snow, ice, sanding**), after completing **their** ~~his~~ regular **shift** ~~tour-of-duty~~ and prior to two (2) hours before starting **their** ~~his~~ subsequent **shift** ~~tour-of-duty~~, **they** ~~he~~ will qualify for an emergency call back at four (4) hours pay at the premium rate. **If the employee is called back to work within two (2) hours prior to starting their regular shift, they will receive a minimum of two (2) hours pay at the premium rate.**

~~If an employee is called back either before or after his/her regular tour of duty to perform snow removal or sanding after 4 a.m. and before 6 a.m. he/she will receive a minimum of three (3) hours pay at the premium rate.~~

If an employee is called back to work after completing their regular shift to perform snow/ice removal or sanding, they will receive a minimum of three (3) hours pay at a premium rate.

~~If an employee is called back within the two (2) hours prior to starting his tour of duty he will receive a minimum of two (2) hours pay at the premium rate.~~

Any employee that is asked to be available for **inclement weather snow and ice** shall be compensated four (4) hours pay for each ~~48~~ 24-hour **consecutive** period they are not called into work.

If an employee is required to perform scheduled hour checks or building inspections on Saturday, Sunday or holiday, he shall be paid one and one half (1½) hours pay per day at the premium rate.

When an employee is required to open a building for an outside activity, he shall receive a minimum of two hours pay at the overtime rate of time and one-half, provided he has performed his regularly scheduled work for that day.

~~Overtime shall be equally and impartially distributed among personnel in each building who ordinarily perform such related work in the normal course of their work week.~~

~~When in cases of emergency, it is necessary to call personnel from other buildings to aid and assist; said personnel shall be released from their duties first when the workload lessens.~~

All overtime shall be assigned equally insofar as practical and any refused overtime shall be considered as overtime worked for the purpose of assignment of such overtime.

In order to be eligible for overtime work to be performed on Saturday, Sunday or a Monday, when it is a holiday, employees must have worked forty (40) hours in the work week (Monday through Friday, eight (8) hour days) **immediately** preceding the Saturday or Monday on which the overtime work is to be performed.

The parties agree that all overtime opportunities will be offered to the members of this bargaining unit first. Only when no bargaining unit members are available or in cases of emergency, the District may utilize outside resources to complete the work. The parties agree that all call-back times will be amended to reflect the new work schedule set forth above in Article V.

Maintenance staff must punch in and out for overtime details or assignments; both overtime card and timecard must match and be submitted together for approval and processing to appropriate supervisor, i.e. Athletic Director or Maintenance Director or their designee.

4. ARTICLE VII - PAID HOLIDAYS:

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

Designated Days:

| | | |
|--|------------------------|------------------------|
| New Year's Day | Independence Day | ½ Day Before Christmas |
| Martin Luther King's Birthday | Labor Day | Christmas Day |
| Washington's Birthday | Columbus Day | Day after Christmas |
| Good Friday*** | Veteran's Day | ½ Day before New Years |
| Patriot's Day | Thanksgiving Day | |
| Memorial Day | Day after Thanksgiving | |
| Juneteenth (June 19th or the day observed) | | |

5. ARTICLE XI - PAID LEAVES OF ABSENCE

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

Section A - Sick Leave

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 Five (205) days.

~~Employees hired after July 1, 2014, shall earn ten (10) sick leave days per year.~~

Absence for periods in excess of four (4) consecutive days' duration will be paid only on the submission of a doctor's certificate to the Superintendent of Schools.

An employee using accumulated sick leave may be required to submit a written statement from a doctor affirming that ill health makes absence necessary when such absence extends beyond four (4) consecutive **workdays** and every four (4) consecutive work days thereafter unless on an extended medical leave with documentation.

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.

~~The Superintendent of Schools, or their designee, may grant two (2) personal days without the loss of pay not to be deducted from sick leave provided that employees requesting such leave submit a written request to the Superintendent their immediate supervisor at least twenty-four hours prior to the day for which the leave is requested; a reason for the requested personal day(s) does not need to be stated in this request. Two additional days may be granted in the event of extreme need or emergency, which requires absence during work hours upon written request to the Superintendent or their designee; a reason for the requested personal day(s) shall be stated in the request.~~

Move to "Paid Leaves of Absence, Section B"

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. 50% 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.~~

6. ARTICLE XI - PAID LEAVES OF ABSENCE

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

Section B - Special Leaves of Absence

Personal Leave

The Superintendent of Schools, or their designee, may grant two (2) personal days **without the loss of pay** ~~not to be deducted from sick leave~~ provided that employees requesting such leave submit a written request to ~~the Superintendent~~ **their immediate supervisor** at least twenty-four hours prior to the day for which the leave is requested.; a reason for the requested personal day(s) does not need to be stated in this request. Two additional days may be granted in the event of extreme need or emergency, which requires absence during work hours upon written request to the Superintendent or their designee; a reason for the requested personal day (s) shall be stated in the request.

Moved from "Sick Leave, Section A"

Bereavement Leave

Employees covered by this Agreement will receive up to four (4) days off with pay in the event of death in the immediate family. The term "immediate family" means the employee's spouse, child, step-child, father, step-father, mother, step-mother, sister, brother, step-sister, step-brother, mother-in-law, father-in-law, grandparents, step-grandparents, grandchildren and step-grandchildren. The deceased must be the employee's own relative.

Employees will receive one (1) day off with pay for the purpose of attending the memorial service in the event of death of a brother-in-law, sister-in-law, uncle, aunt, niece, or nephew, unless said relative is a member of the immediate household, in which event the employee will be granted up to three (3) days off with pay. The deceased must be the employee's own relative.

Absences under paragraphs one and two will not be deducted from sick leave.

Requests for bereavement leave not covered in this Article shall be made in writing to the Superintendent or his/her designee. The **written request** ~~writing~~ must explain the reason that bereavement leave is being requested and the decision of the Superintendent or his/her designee shall be final; that is, it cannot be grieved or arbitrated.

Jury Duty

Employees, while serving on jury duty will be paid their regular rate of salary, reduced, however, by the amount received by them from the authority, which compensates them for their jury duty.

Family Medical Leave Act

The Employer shall respond to all requests for Family Medical Leave consistent with the provisions of the Family Medical Leave Act of 1993.

State of Emergency

When the Governor declares a State of Emergency for Norfolk County, employees covered by this Agreement are considered to be essential employees. However, if an employee is unable to report to work due to the State of Emergency, he/she will receive his/her regular day's pay. Employees who do report to work on such days will be entitled to one (1) day compensation time to be used at a mutually agreed upon time, not to exceed seven (7) days of compensation time resulting from any single State of Emergency for Norfolk County. Compensation time must be taken in the fiscal year in which it is earned. Should any State Emergency for Norfolk County extend past seven (7) days, the Parties agree to open negotiations.

7. ARTICLE XII – VACATIONS

Effective July 1, 2023, amend Article XII, Vacations, as follows:

An employee shall be advanced his/her vacation time for the upcoming fiscal year on July 1 to be taken between July 1 and June 30. New hires who begin their employment between July 1st and December 31st will receive three (3) days of vacation after completing the ninety (90) day probationary period to be taken between January 1st and June 30th. New hires who begin their employment between January 1st and June 30th will be advanced two (2) weeks' vacation for the upcoming year on July 1st. In the last year of employment, vacation time shall be prorated based upon the permanent hire date and the amount of time worked during that year. (i.e. A staff member who has 20 days of vacation a year whose permanent hire date is 10/1 and retires on 12/31 will receive ¼ of 20 days or five paid days' vacation.)

For an employee hired prior to 7/1/07, remaining vacation days for the year of retirement shall be paid based upon the person's permanent hire date. In order to be eligible for vacation and/ or sick leave pay-out, an employee must notify the superintendent's office no later than 60 days prior to retiring.

The schedule for vacation will remain on a fiscal year (July 1-June 30). For the purposes of years of service to determine vacation eligibility; years of services shall be calculated on the anniversary of employee's initial date of hire and employees will receive their next level of vacation eligibility on July 1st of the fiscal year in which they become eligible for the next level of vacation.

Excluding temporary or substitute service, the date the employee's permanent service actually began, provided it has been continuous, will determine vacation eligibility.

Vacation time will not be cumulative from one year to another.

Years of Service

From one year to five years

From five years to ten years

From ten years to fifteen years

~~Four (4) weeks and one (1) day after the 15th year of employment~~

~~Four (4) weeks and two (2) days after the 16th year of employment~~

~~Four (4) weeks and three (3) days after the 17th year of employment~~

~~Four (4) weeks and four (4) days after the 18th year of employment~~

~~Four (4) weeks and five (5) days after the 19th year of employment~~

Sixteen years or more

Vacation

Two weeks

Three weeks

Four weeks

Five weeks

In order to be eligible for vacation, an employee must work the regularly scheduled work day before and the regular scheduled work day after the vacation, except if the employee is on an approved bereavement, personal day, holiday or approved compensation day. In the event the employee takes a sick leave, he/she may be required to provide a doctor's note certifying said illness. Otherwise, the employee will not be paid for the sick day.

Vacations may be taken at the discretion of the Administration. Written documentation shall be provided upon the approval or disapproval of vacation days. All maintenance staff members must be on duty the week preceding the opening for school in September, unless the Director of Maintenance is able to approve without disruption to the opening of school.

8. ARTICLE XIII - UNIFORM

Effective July 1, 2023, amend Article XIII, Uniform, as follows:

If employees covered by this agreement are required to wear uniforms when on duty, the cost of providing and maintaining the uniform in proper condition shall be paid by the Employer.

Employees covered by this Collective Bargaining Agreement shall be provided with a work boot reimbursement in the amount of \$200.00.

The Committee will provide foul weather gear consisting of: **one (1)** rubber jacket, **one (1)** pair of rubber pants, and **one (1)** pair of rubber boots. This foul weather gear will be provided only to employees who are required to perform work out of doors.

Effective July 1, 2014, the Committee will provide five (5) summer T-shirts.

Effective July 1, 2023, the Committee shall provide each member covered by this Collective Bargaining Agreement with two (2) sweatshirts.

9. ARTICLE XXI – POLITICAL EDUCATION FUND

Effective July 1, 2023, delete Article XXI, Political Education Fund

ARTICLE XXI – POLITICAL EDUCATION FUND

~~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.~~

10. 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 **classifications** ~~departments~~ to be placed on layoff.

The employees to be laid off in such designated **classifications** ~~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 **classification department**, then the displacing employee's **departmental** seniority **by classification** 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.
Moved from Article XXVII, General Provisions, 7, 8, 9 and 10.

11. ARTICLE XXII – WAGES

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

Salary payment to employees covered by this Collective Bargaining Agreement will be made on a BI-WEEKLY beginning after 9/1/17 basis. The Committee shall determine which day of the week will be designated "payday."

Employees who have completed ten (10) years of continuous employment in the Weymouth Public Schools will receive longevity payments of ONE THOUSAND (\$1,000) dollars per year, in the second pay period of May following the employee's qualification for such payment. This amount will increase 2% beginning July 1, 2021. If an employee leaves service with the Weymouth Public Schools any time prior to the second pay period of May following the employees qualifying date, the longevity payment will be included in their final paycheck.

Employees who have completed fifteen (15) years of continuous employment in the Weymouth Public Schools will receive longevity payments of ONE THOUSAND SEVEN HUNDRED SEVENTEEN (\$1,717) per year, in the second pay period of May following the employee's qualification for such payment. If an employee leaves service with the Weymouth Public Schools any time prior to the second pay period of May following the employees qualifying date, 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 longevity payments of TWO THOUSAND SIXTY-SEVEN DOLLARS (\$2,067) per year, in the second pay period of May following the employee's qualification for such payment. If an employee leaves service with the Weymouth Public Schools any time prior to the second pay period of May following the employees qualifying date, the longevity payment will be included in their final paycheck.

Subject to pre-approval of the Superintendent or their designee, the School Committee will reimburse employees for the cost of obtaining and maintaining heavy equipment licenses or any other licenses required for their assigned job, minus the costs associated with medical clearance. The Committee will not allow employees to operate equipment without proper licenses. Should a covered member wish to receive reimbursement for costs associated with obtaining and maintaining additional licenses that are not immediately required for their present position but could be beneficial to the Department-at-large, the member should speak to their immediate supervisor, who will then present the request to the Superintendent or their designee; The decision of the Superintendent or their designees shall not be grievable or arbitrable.

Effective July 1, 2014, all employees shall participate in direct deposit.

1. Effective July 1, 2020, increase the salary schedule in effect on June 30, 2020, by zero (0%) percent.

- A. Bargaining unit members who are on Step 6 as of July 1, 2020, will receive a one-time payment of \$750.
2. Effective July 1, 2021, **increase** the salary schedule in effect June 30, 2021, by three (3%) percent.
3. Effective July 1, 2022:
 - A. Delete Step 1 and renumber the remaining steps
 - B. Increase all wages by three (3%) percent
 - C. Add a new Step 6 at seven hundred dollars (\$700) more than Step 5

Effective July 1, 2023:

- A. Add a new Step 7, at 3% above the current last step.
- B. Increase all wages by three (3%) percent.

Effective July 1, 2023, employees covered by this Collective Bargaining Unit who maintain a professional hoisting license minimum Class 1C and Class 2A will receive \$0.80 per hour pay differential. Employees who maintain this credential will provide a copy of their valid license to the Manager of Buildings and Grounds to be stored in their personnel file. In order to continue to be eligible for this differential, employees must recertify in accordance with Massachusetts State requirements.

Effective July 1, 2024:

- A. Add a new Step 8, at 2.5% above the current last step.
- B. Increase all wages by two and one half (2.5%) percent.

Effective July 1, 2025:

- A. Increase all wages by two and one half (2.5%) percent.

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

12. ARTICLE XXVII – GENERAL PROVISIONS

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

1. Employees covered by this Agreement who are assigned to more than one school will be reimbursed at the IRS rate ~~of \$.25 cents~~ 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.
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 ~~\$8.00 \$4.00~~ per day for each day so worked. This differential shall be in addition to their regular base pay and shall not be used for the purpose of salary computation including but not limited to overtime rates, vacation pay, sick leave or holiday allowance.

- ~~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. Employees covered by this Agreement who, on their normal workday, are assigned to snowplowing or sanding for three or more hours prior to or after their regular workday, or (6) six hours or more, on weekends shall receive **\$15.00** ~~\$10.00~~ meal allowance. On a day other than their normal workday, such employees who are assigned to "Night Patrol Duty" be granted the same number of holidays set forth in Article VII, "Paid Holidays" under the same terms and conditions as other employees covered by this Agreement. In no event shall any of the employees assigned to "Night Patrol Duty" be any greater number of holidays than those granted to other employees covered by this Agreement.
5. The School Department will establish a listing of all employees according to original date of employment.
6. The Committee shall not discipline, suspend or discharge an employee covered by this Agreement "without just cause."
- ~~7. 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.~~
- ~~8. The employees to be laid off in such designated departments shall be laid off in inverse order of school system seniority.~~
- ~~9. 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.~~
- ~~10. Employees placed on layoff shall be on recall list for a 36 month period from the effective date of layoff.~~

Moved to Article XXI, Layoff and Recall

- ~~11. A Joint Management Labor Committee, comprised of the representatives respectively of the Committee and the Union, shall be formed to develop an instrument for evaluation, which shall be submitted on or before January 1, 1992, to the Committee and the Union for approval.~~

Renumber from here

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. 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.

9. Joint Labor Management Committee (JLMC) - Both parties recognize the value of sharing, discussing and providing opportunities for resolving problems. Therefore, a Joint Labor Management Committee will be established consisting of two (2) members of the bargaining unit designated by the Union and two (2) representatives of Management designated by the School Committee. The JLMC shall meet on request of either party and will discuss issues outlined in this contract and all matters of mutual concern to both parties, including but not limited to, job descriptions, requests for reclassification or upgrade of bargaining unit positions.


13. ARTICLE XXIX – DURATION

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



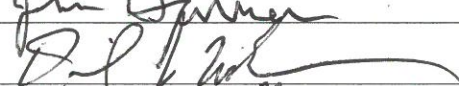
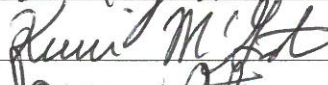

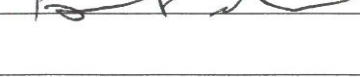
This Agreement shall be effective as of **July 1st, 2023** except as otherwise noted herein, and shall continue in all its terms and conditions to and including **June 30, 2026** and shall continue year to year thereafter, unless and until either party hereto shall give notice to the other party on or before **June 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.

Signed this 6 day of April, 2023.

FOR THE WEYMOUTH PUBLIC
SCHOOL COMMITTEE



FOR SEIU LOCAL 888
WEYMOUTH SCHOOL MAINTENANCE UNIT BY
ITS AUTHORIZED REPRESENTATIVES


Brian Goode

John Springer

D. J. Hill

Kevin McElroy

Jason Ostman

R. V. R.

