Agreement

between

The Weymouth School Committee

and

Weymouth School Cafeteria Unit

July 1, 2025 - June 30, 2028

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The Agreement is made and entered into on **July 1, 2025, through and including June 30, 2028,** by and between Weymouth School Committee (hereinafter referred to as the "Employer") and Local 888 Service Employees International Union, CTW-CLC (hereinafter referred to as the "Union").

ARTICLE 1 - RECOGNITION

Section 1. The Employer recognizes the Union as the exclusive representative for collective bargaining relative to hours, wages, and conditions for all programs: all full-time and regular part-time permanent floater cafeteria employees of the Weymouth School Committee, including all cooks, assistant cooks, gen plus, gen plus elem, head cashiers, cashiers and general workers, and excluding all professional and clerical employees, lunchroom aides, all managerial and confidential employees, and all other employees.

Permanent floater will be a three-hour (3) position.

Section 2. Definitions. Unless otherwise indicated by the context, the term "employee" shall refer to any employee who is covered by this Agreement. The term "full-time employee" shall refer to any employee who is scheduled to work thirty-two and one-half (32½) hours per week. The term "part-time employee" shall refer to any employee who is scheduled to work fewer than thirty-two and one-half (32½) hours per week.

ARTICLE 2 - DUES DEDUCTION

During the term of this Agreement, the Employer shall deduct from the employee's pay an amount set by the union for union dues, agency fees, COPE contributions from each member of the union who voluntarily executes an authorization form and upon request, any additional dues amounts specified by the Union and authorized by the employee.

When filed with the employer, the authorization form will be honored in accordance with its terms. Deductions will be promptly transmitted to the Union by electronic transfer (ACH). Along with the ACH payment, an employee payroll roster will be submitted within two business days via electronic means, utilizing a CSV or Excel format, including any employee in a bargaining unit that is not having dues deducted.

This electronic employee payroll roster must include the following information: employee ID number, legal name, bargaining unit, deduction amount, deduction type, base pay amount (excluding overtime, shift differentials, bonuses, and longevity), pay ending date, and check date.

Employee Rosters

Upon signing of this agreement, and monthly thereafter, the Employer shall supply to the Union a list of all employees covered by this agreement. The list shall include the employees' legal name, home address, phone number, personal email, employee ID number, date of hire, annual salary, bargaining unit, department, job title, work site, work email address, and work phone number. Each month, the Employer shall also electronically transmit a list of all new hires, as well as any terminated or transferred employees during the month.

Orientation
When the Employer hires new employees who are members of the bargaining unit, one-half hour shall be allotted to the Union to meet with such employees. The Employer shall notify the Union Stewards upon the hiring of a new Employee.

ARTICLE 3 - DIGNITY AND RESPECT

At all times, management and the employees shall act in such a manner as to assure proper dignity and respect to each other. This Article will not be subject to the arbitration clause (Article 18, Section 2.5) of this Agreement. All employees and management will be expected to conduct themselves in a professional manner with mutual respect and dignity toward one another in their place of employment while performing their duties. Both parties to this Agreement shall cooperate in the enforcement of safety rules and regulations, and in compliance with federal and state laws governing employee work environments. Complaints with respect to unsafe or unhealthy working conditions shall be brought immediately to the attention of the employee's supervisor and may be a subject of grievance hereunder. At the Union's discretion, violation of this Article may be grieved initially at Step (2).

Any employee covered by this contract who is sent home because of exposure or suspected exposure to a communicable disease or infection shall not have the resulting absence used against him or her for any present or future disciplinary purpose. The employer agrees that the workers covered by this agreement have the right to a safe and healthy work environment.

ARTICLE 4 - UNION BUSINESS

Section 1. Union Stewards. The Employer agrees to recognize Union stewards and officers duly elected and/or appointed and acting as agents of the Union who may receive complaints and process grievances.

The Union shall provide the Employer with a list of such stewards and officers.

Section 2. Bulletin Boards. The Employer shall provide a bulletin board in each of its facilities where bargaining unit employees work for the posting of Union notices and communicating Union information.

Section 3. Membership Chair. The Employer agrees to recognize the Membership Chair as an agent of the Union relative to the collection of bargaining unit information as required by the Union.

Section 4. Paid Release Time. Paid release time will be allowed to the Union of three (3) days per year for no more than one (1) employee from a kitchen at a time, for the purpose of attending training provided by SEIU. The Union will provide a week's notice of such training.

ARTICLE 5 - JOB SECURITY

Section 1. Just Cause. The Employer shall not discharge or discipline an employee without just cause. Notification of disciplinary action against an employee must be presented to the employee within 5 working days.

Section 2. Notification and Representation. In the event that an employee is disciplined or is interviewed by the Employer on any subject that may lead to discipline or discharge, the employee shall be entitled to have the steward present at any such discussion. In all cases involving probation, written warning, suspension, or discharge of an employee, the Employer must notify the employee in writing of their discipline and the reason. A copy of such written notice shall also be given immediately to the steward.

Section 3. Personnel Files. An employee shall have the right to review the personnel file kept on them and shall be advised as to the location of such file. An employee shall be allowed to reproduce copies of materials in their personnel file and have the right to add a statement on the accuracy or appropriateness of any material in their file, including use of the grievance procedure as outlined in this Agreement for such purposes. No derogatory material shall be placed in an employee's personnel files without the employee first being informed of such. No information not contained in the personnel file may be used in any disciplinary action against any employee. When a complaint is brought against an employee, they may request a meeting with the employer with the Union steward and/or representative present.

Section 4. Probationary Period. New members of the bargaining unit shall serve a sixty (60) calendar day probationary period during which time the provisions of this Agreement shall not apply.

Section 5. The committee shall comply with the provisions of Massachusetts General Laws Chapter 150E relative to bargaining unit work being performed by non-bargaining unit members.

ARTICLE 6 - PROMOTION AND TRANSFERS

Section 1. Job Posting. All openings shall be posted in each building with access for all employees for a period of five (5) consecutive working days, or until the position is filled if the position is not filled within the five (5) days.

Section 2. Vacancies. Upon receipt of written notification that a bargaining unit member intends to vacate the position:

a. Jobs will be posted within one (1) week (exclusive of school vacations) of notice of a vacancy, so long as there is a need to fill the position.

b. Interviews will take place within one (1) week of the closing of the posting.

c. Management will make a recommendation to the Superintendent or their designee within one week of the final interview. The Superintendent, or their designee, will make a decision as soon as practicable.

d. An employee who receives a promotion shall receive the rate in the compensation at the grade closest to their existing rate. If movement to this step results in an increase in compensation of less than five percent (5%), then the employee shall advance to an additional step.

Management agrees to abide by the above timelines and to provide information relevant to the enforcement of this provision to the Union upon request. If the following timelines are not adhered to, the successful candidate will be granted seniority credit and all rights and benefits under the contract, retroactive to the hiring date that should have been applicable.

Section 3. In the event of a vacancy, the Employer shall award the position to the most senior qualified applicant unless a less senior applicant is significantly better qualified. Management's determination that an applicant is not qualified, or that a less senior applicant is significantly better qualified, shall not be made arbitrarily, capriciously or unreasonably. In the event that the most senior applicant is not selected, management shall, upon request of the Union, submit reasons in writing why said applicant was not qualified or why a less senior applicant was significantly better qualified.

In the event that all candidates for an opening are making a lateral move, the most senior candidate will be awarded the position.

For the purpose of this Article, the Head Cashier positions at the Middle and Senior High Schools shall be considered a promotion from the General Worker position. Those members at the primary schools who are primarily responsible for the tabulation of the cash report for that school shall be considered a "Gen Plus Elem." The Gen Plus Elem position shall be incorporated into the FY26 wage grid at 1.25% above the Gen Plus pay rate.

Section 4. At the High School only, temporary lateral transfers between the Gold and Maroon kitchens are permissible.

Section 5. All Cooks and Assistant Cooks must be ServSafe certified. If an employee accepts a position as a Cook or Assistant Cook, that employee must become ServSafe certified within 60 calendar days from their start date. For Cooks and Assistant Cooks, the Weymouth School Committee will reimburse members for the cost of successfully obtaining ServSafe certification throughout their duration of employment; requests for exam reimbursement must be provided to the member's supervisor.

ARTICLE 7 - SENIORITY

Section 1. Definition. Seniority shall mean continuous length of employment with the Employer from the most recent start of employment. Time spent on paid leave shall count towards the accumulation of seniority. An employee on or returning from an unpaid leave of absence or layoff shall retain all seniority; however, no seniority shall accrue during the period of the unpaid leave or layoff.

Section 2. Regaining Seniority. If an employee who terminated their employment in good standing after working at least twelve (12) months and who would otherwise not be eligible to retain or regain seniority is re-employed by the Employer, they will regain their seniority upon having worked six (6) additional months for each year that had passed between the date of termination and the date of re-

employment. It is understood that no seniority shall have accrued during the period of absence. An employee returning after more than two (2) years shall not regain past seniority or benefits.

Section 3. Definition. A year shall mean the school year, exclusive of recess.

Section 4. Exception. No employee may regain seniority after breaking service to work a nonunion (not limited to Local 888) position with the Town or School Department.

ARTICLE 8 - HOLIDAYS

Section 1. Employees shall be entitled to the following holidays: Labor Day, provided that school is in session for students in the employee's building prior to Labor Day.

New Year's Day
Martin Luther King's Birthday
Presidents' Day
Patriot's Day
Memorial Day
Juneteenth
Veterans Day
Thanksgiving
Good Friday
Christmas
Columbus Day

Section 2. Employees covered by this Agreement must work their regular scheduled work day before and after the holiday in order to receive holiday allowance. However, effective July 1, 1992, if an employee is unable to work their regularly scheduled day before or after a holiday due to illness or the taking of Bereavement Leave, they will receive holiday pay.

Section 3. No employee shall be required to work on a holiday. Any employee agreeing to work on a holiday shall be paid at double time or receive compensatory time off at double time at the employee's choice.

Section 4. Elementary Helpers shall receive the holiday allowance if one of the foregoing holidays falls on their regularly scheduled workday.

ARTICLE 9 - VACATIONS

All employees covered by this Agreement shall receive ten (10) days' vacation pay as follows:

1 day during Thanksgiving recess
3 days during Christmas recess
3 days during February school vacation
3 days during April school vacation

a. Paid hours of the regular work schedule.
b. Provided, however, new employees must work five (5) months on a permanent schedule in order to be eligible for paid vacation days.
c. Employees eligible for a third (3rd) week of vacation as of July 1, 2015, shall be grandfathered

with the third (3rd) week of vacation.

d. There will be no allowance made for retroactive compensation inside this article.

ARTICLE 10 - SICK LEAVE

Section l. Employees covered by this Agreement hired prior to July 1, 2015 shall earn ten (10) sick leave days and employee hired on or after July 1, 2015 shall earn seven (7) sick leave days to a maximum accumulation to one hundred twenty-seven and one-half (127½) days; provided, however, that all new employees must work five (5) months before they are eligible to use such sick leave.

Section 2. Employees may use up to seven (7) sick days per year in the case of illness of a permanent member of their immediate household for whose care the employee is responsible.

Section 3. The Director of Food Services may require a doctor's certificate attesting to the disability of an employee who seeks to use sick leave pursuant to this article in the event an employee is absent for five (5) consecutive workdays or there exists a pattern of absences. The Food Service Director may require, for the purpose of ascertaining fitness to return to work, employees who use sick leave pursuant to this Article to submit a doctor's certification. Certification will be provided to the Food Service Director prior to returning to work.

Section 4. Employees, when retiring or resigning, will receive 35% of the value of unused sick leave with a maximum payment of Two Thousand Five Hundred and 00/100 Dollars ($2,500).

Section 5. The Committee shall provide a statement of the number of sick days each employee has by January 15th of each year.

Section 6. Sick leave incentive plan. Any employee who has not used their sick days or taken any unpaid days will receive a three (3) day bonus pay at the school year's end as follows:

September 1 through December 31st	1 day's bonus pay at the end of the school year
January 1st through March 31st	1 day's bonus pay at the end of the school year
April 1st through June 30th	1 day's bonus pay at the end of the school year

Section 7. Except in cases of emergency, employees must call in sick at least one (1) hour prior to the start of their shift. Failure to do so will result in a non-paid day.

Section 8. SICK LEAVE BANK

1. A Sick Leave Bank shall be instituted, which shall be administered by a Sick Leave Bank Committee comprised of two (2) members designated by the Union and two (2) members designated by the City. The Sick Leave Bank Committee shall determine the eligibility for members requesting leave from the Bank and the amount of leave to be granted. The following criteria shall be used by the Sick Leave Bank Committee in determining eligibility and the

amount of leave.

1. All employees who contribute sick time (1) one day as provided below will be members of the Sick Leave Bank.
2. In order to be eligible for the sick leave bank, an employee must make an annual donation of days by October 1st of each school year.
3. Sick Leave Bank time shall only be available after an employee has exhausted **their** personal days, entire personal sick leave, both annual and accumulated, and has supplied valid medical evidence.
4. No day may be withdrawn from the Sick Leave Bank for use for any illness other than a prolonged illness or accident of a member of the unit. Time may not be withdrawn to permit an individual to stay at home to care for a member of the family.
5. In cases where the Sick Leave Bank policies herein and the Agreement between the parties are in conflict, the provisions of the Agreement shall prevail.
6. Any time 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 accumulated time is lower than fifteen (15) days, the Superintendent, or their designee, will inform the President of the Union of the amount of time needed in an additional assessment. The Union will assess one additional day (in hours) for as many employees as necessary. The method of assessment will be determined by the Union.

Sick Leave Bank Regulations

1. Any eligible employee who seeks sick leave time from the Sick Leave Bank will, by themselves or by another person authorized to act on their behalf, inform the Sick Leave Bank Committee in writing, setting forth:
   a.) The nature of the prolonged illness or accident causing the disability;
   b.) An estimate of how long the disability will continue during the year in which personal emergency leave is exhausted.
   c.) An estimate of the number of days the employee seeks to withdraw from the Sick Leave Bank.

   1.) The employee's application will be accompanied by a written statement from a physician with personal knowledge, which will corroborate the employee's statement of the nature and duration of the disability. The Sick Leave Bank Committee may request additional medical evidence and may elect to consult another physician.
   2.) The Sick Leave Bank shall determine the eligibility for members requesting leave from the Sick Leave Bank and the amount of leave granted.
   3.) The Sick Leave Bank Committee, acting by a majority there of, at its sole discretion, may award up to fifteen (15) days to any eligible member for the school year in which the applicant's personal emergency leave is exhausted, after which the employee may apply for an additional fifteen (15) days. Decisions of the Sick Leave Bank Committee shall be communicated, in writing, to the applicant, the Superintendent, or their designee, and the Union President.

4.) In making its award, the Sick Leave Bank Committee may consider the applicant's prior utilization of emergency leave and length of absence for reasons other than prolonged illness or accident of an eligible employee.
5.) During and upon return from such leave as may be granted by the Sick Leave Bank Committee, the applicant will be considered as if actively employed by the committee during the leave, and all rights and benefits to which the person is entitled will be credited and available to them.

ARTICLE 11 - PERSONAL DAYS

Employees shall be entitled to two (2) paid personal days per school year to attend to personal business which cannot reasonably be conducted during non-working hours. Whenever possible, employees will give at least 48 hours written notice for use of a personal day (the notice shall be as set forth in Appendix B). In case of an emergency, when an employee is unable to provide sufficient advance notice, they will sign said written request upon their return to work. Requests should not be made for absences on days preceding or following school vacations. All employees should be at work on these days unless ill or absent because of a death in the family, or for personal business, the purpose of which has been stated to the Superintendent, or their designee, and which she/he deem impossible to conduct at another time. For the purposes of this Article, school vacations shall mean the Thanksgiving, Winter, February, and Spring school vacation periods.

ARTICLE 12 - ELEMENTARY KITCHEN BENEFITS

Section 1. Cooks in the elementary kitchen will be paid for all contractually provided holidays, vacation, and sick days in an amount equal to their assigned daily hours.

Section 2. Packers in the elementary kitchen will be paid for all contractually provided holidays, vacation, and sick days in an amount equal to their average daily hours. Average daily hours will be calculated by dividing total hours worked by the total number of days worked. Average daily hours will be calculated for the period from the start of the school year to the Columbus Day holiday. If adjustments are necessary, they will be made at the time of the last paycheck of the school year.

Section 3. General Packers in the Elementary Kitchen shall rotate by seniority when filling in for the Assistant Cook and will remain in the position for the duration of the Assistant Cook's absence. Employees offered to work from the list shall then be moved to the bottom of the list, regardless of whether they accept the shift or not.

When a General Packer fills in for the Cook or the Elementary School Kitchen, the remaining General Packers in the Elementary Kitchen shall receive an additional two (2) hours pay at their current rate of pay when they work between one (1) and one hundred and twenty (120) minutes beyond their regularly scheduled hours.

ARTICLE 13 - MATERNITY LEAVE

The Committee agrees to follow the provisions of Chapter 149, Section 105D, of the Massachusetts General Laws. (Currently 8 weeks)

ARTICLE 14 - BEREAVEMENT LEAVE

Section 1. Employees shall be entitled to leave with pay of up to five (5) days because of the death of a "member of the immediate family" (mother, father, stepmother, stepfather, foster parent, brother, sister, stepbrother, stepsister, husband, wife, domestic partner, child, foster child, mother-in-law, father-in-law, or grandchildren, grandparent).

Section 2. Employees shall be entitled to leave with pay of one (1) day to attend the funeral of a brother-in-law, sister-in-law, aunt, uncle, niece, or nephew.

Section 3. The practice concerning the funeral of fellow workers shall continue.

ARTICLE 15 - HOURS OF WORK

Section 1. The Committee and the Union agree that the present practice relative to lunch and coffee breaks will continue for the term of this Agreement. The present practices relative to lunch and coffee breaks are:

a. Lunch breaks are scheduled and unpaid
b. The scheduled coffee breaks shall not exceed 15 minutes per work shift.

Section 2. Overtime shall be paid for hours worked in excess of forty (40) hours per week.

Employees who work fewer than 4 hours per day will not receive a 15-minute break.

Employees who work on a half day will be paid a minimum of four (4) hours at their current rate of pay.

ARTICLE 16 - OTHER LEAVES OF ABSENCE

Section 1. Military Leave. An employee entering military service shall have re-employment rights in accordance with the Federal and State statutes pertaining to such military service.

Section 2. Jury Duty. When an employee is called for jury duty or to appear in court by subpoena, the employee shall be continued at full pay, less the amount received for such service. The employee shall submit to the Employer a statement of monies received while serving on jury duty.

Section 3. Employees shall not be permitted to take unpaid leaves of absence immediately prior to or

subsequent to a school recess period, except as provided in Sections 1 and 2 of this Article.

Section 4. In the event of school building closures due to inclement weather, all employees covered under this Agreement shall receive up to five (5) days of paid leave per year without loss of pay or benefits on the day of the school building closure.

ARTICLE 17 - GRIEVANCE AND ARBITRATION

Section 1. Definition. For the purpose of this Agreement, a grievance will be defined as a dispute between a member of the bargaining unit covered by this Agreement or the Union and the Committee over the interpretation, meaning, or application of the provisions of this Agreement or any alleged inequitable or discriminatory treatment under the provisions of this agreement.

Section 2. Procedure. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement, in writing. Grievances shall be processed as follows, except those grievances involving the dismissal of an employee shall proceed from Level 2 directly to Level 4.

Level One.

An employee covered by this agreement who has a grievance shall discuss it with their immediate superior either personally or through Union representation within fifteen (15) school days (during the months when the school is in summer recess, schooldays shall mean business days, Monday through Friday.) from the date on which the incident giving rise to the grievance has occurred or when the employee knew or should have known of such incident.

Level Two.

If the grievant is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within ten (10) school days after presentation of the grievance, said grievant and/or the Union may within ten (10) school days' appeal to the Superintendent, or their designee of Schools or their designee. Such appeal shall be in writing, setting forth the details of the grievance, the applicable provisions of this agreement, and the decision, if any, rendered in Level One. Within ten (10) school days after submission of the written appeal to the Superintendent, or their designee, by the grievant and/or the Union, the Superintendent, or their designee, shall advise the representatives of the Union that an appeal has been made and the date and time of the conference. The Superintendent, or their designee, will make available the written appeal to the Union representative. The Union representative shall, at the Union's request, be present at the conference to state the views of the Union. The Superintendent, or their designee, shall notify, in writing, both the grievant and the Union of the grievance decision within ten (10) school days after the conference between the grievant and the Superintendent, or their designee.

Level Three.

If the grievant is not satisfied with the decision of the Superintendent, or their designee, or if no written decision has been rendered within ten (10) school days next following said conference, the aggrieved employee and/or the Union may within ten (10) school days thereafter file a written appeal to the Committee setting forth therein the details of the grievance, the applicable provisions of the agreement, and the decision, if any, rendered under Level Two. Within ten (10) school days or at the next Committee meeting, but in no event later than fifteen (15) school days after the submission of the written appeal, the Committee shall meet with the grievant and/or their representatives of the Union in an effort to settle the grievance.

The Committee shall, within ten (10) school days after the conclusion of said meeting, advise the grievant and/or the Union, in writing, of its decision.

(During July and August, the Committee shall meet in response to the written appeal, within twenty (20) business days of the submission of the written appeal.)

Level Four.

Arbitration

If the Union is not satisfied with the disposition of the grievance at Level Three, or if no written decision has been rendered within ten (10) school days after said meeting with the Committee, the Union may, within thirty (30) school days, submit the grievance to arbitration, as hereafter provided.

In the event of the discharge of an employee covered by this agreement, a grievance thereon shall be initiated at Level Two.

A. Within ten (10) school days after receipt of the submission to arbitration, the Committee and the Union will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve, or will submit said grievance to an umpire previously selected by the parties. If the parties are unable to agree upon an arbitrator or to obtain a commitment within the specified period of time, the Committee and the Union will select an arbitrator through the selection procedures of the Massachusetts Board of Conciliation and Arbitration.

B. Prior to an arbitration hearing, the parties will agree whether briefs are to be filed or not, and, in the event that there is no agreement, briefs may be filed at the discretion of either party. The arbitrator selected shall confer with the representatives of the Committee and the Union and hold hearings promptly. Further, the arbitrator will render their award and the reasons therefor, in writing, not later than thirty (30) days from the close of the hearings, or, if oral hearings have been waived, then from the date the final statement and briefs are submitted to them.

C. The arbitrator will be without power or authority to make any decision that requires the commission of an act prohibited by law or which is violative of the terms of this agreement or which exceeds the submission of the grievance to them. The decision of the arbitrator will be final and binding on all the parties to the arbitration.

D. The cost for the services of the arbitrator, including per diem expenses, if any, actual and necessary travel expenses, and subsistence expenses, will be borne equally by the Committee and the Union.

ARTICLE 18 - WORKING OUT OF CLASSIFICATION

In the event that an employee covered by this Agreement is required to work in a higher classification, they shall be compensated at the rate of said higher classification.

In the event that an employee covered by this agreement is required to work in a lower classification, said employee shall be compensated at the rate of pay of their regular classification.

In the event a member of the bargaining unit fills in for a manager, then, in such event, such employee shall receive a 20% increase in said employee's base hourly rate for time worked as a manager.

When an employee of a lesser grade works in a higher grade, that employee shall be paid at their current step at the higher grade.

Management shall provide proper training for all staff. In the event that an employee is required by management to train a new employee or a substitute employee, they will receive an additional $0.50 per hour for each hour spent training.

ARTICLE 19 – LONGEVITY

Years of Service	**Payment**
After completing 7 consecutive years of service	$500
After completing 8 consecutive years of service	$500
After completing 9 consecutive years of service	$500
After completing 10 consecutive years of service	$1,000
After completing 11 consecutive years of service	$1,000
After completing 12 consecutive years of service	$1,000
After completing 13 consecutive years of service	$1,000
After completing 14 consecutive years of service	$1,000
After completing 15 consecutive years of service	$1,300
After completing 16 consecutive years of service	$1,300
After completing 17 consecutive years of service	$1,300
After completing 18 consecutive years of service	$1,300
After completing 19 consecutive years of service	$1,300
After completing 20 consecutive years of service	$1,700
After completing 21 consecutive years of service	$1,700
After completing 22 consecutive years of service	$1,700
After completing 23 consecutive years of service	$1,700
After completing 24 consecutive years of service	$1,700
After completing 25 consecutive years of service	$1,700

ARTICLE 20 - BENEFITS

Section 1. Employees covered by this Agreement may, in accordance with the applicable Town of Weymouth's policy, have available to them the then-current Health Insurance pursuant to Chapter 32B of Massachusetts General Laws and Retirement Benefits.

Section 2. The employees shall participate in the plans offered by the Group Insurance Commission.

Section 3. The Committee shall request the Board of Selectmen to extend the employees covered by this Agreement the pre-tax aspects relative to group health insurance premium costs of the so-called "Cafeteria Plan".

Section 4. When employees are required to attend training sessions, they shall be paid for the actual hours of the training session, which shall not include any time spent traveling to and from said training. Employees shall be reimbursed for mileage at the rate of $0.28 to $0.32 per mile.

Section 5. SEIU Local 888 Pre-Paid Legal Plan.

a. The Employer shall make a monthly contribution of thirty-three dollars and thirty-three cents ($33.33) on behalf of each bargaining unit member on the Employer's active payroll towards a prepaid legal services plan designated by the Union. The Employer shall make these monthly contributions on or about the first day of each month directly to the designated benefit provider of the legal services program and shall pay to the provider this amount on behalf of all bargaining unit members on the Employer's active payroll on the first day of the month. A list of each bargaining unit member for whom a contribution was made shall be furnished with said payment.

b. The plan shall be contracted for by the Union. The contract shall provide that the Employer will be held harmless from liability arising out of the implementation and administration of the plan by the designated benefit provider and that the benefit provider shall bear all administrative costs. The Union agrees to indemnify the Town for damages or other financial loss, which the Employer may be required to pay or suffer by an administrative agency or court of competent jurisdiction as a result of the Town's compliance with Section 1 of this Article.

The contract shall also prohibit the benefit provider from using any of the funds that the Town contributed.

(i) to defend any criminal actions brought against a bargaining unit member for conduct/alleged conduct that occurred during the employee's work hours and/or conduct/alleged conduct that involves the Town or its property,

(ii) to provide services, other than an initial consultation, to any bargaining unit member for any involvement as a witness in a criminal proceeding, or

(iii) for any civil actions naming the Town of Weymouth or any Town of Weymouth employee as a party.

The Union will provide a fully executed contract to the Town, excluding the aforementioned. Only upon

receipt of the same shall the Town be obligated to make such payments as outlined in Section 1 above.

c. The Town's responsibility under the terms of this Article shall be to make premium payments as is required under Section 1. To the extent that any disputes or inquiries are made by the designated benefit provider chosen by the Union, those inquiries shall be made exclusively to the Union. Because the Town of Weymouth selects and manages employee benefits, the Committee must offer products offered by the Town. If the Town agrees to offer the benefits discussed in this proposal after ratification of this agreement, the Committee agrees to negotiate updated benefits in a side letter of agreement.

Section 6. SEIU Local 888 Dental and Vision

The employer recognizes the 888 Dental and Vision plan. The employer agrees to contribute the same amount that they are obligated to contribute to existing employer Dental and Vision plans into the 888 plan on behalf of an employee who elects to participate in the 888 plan. The employee will be responsible for the remaining balance for the 888 Dental and Vision plan in lieu of the employer's Dental and Vision plan. The employer will administer the amounts forward to the 888 Dental Vision plan. Because the Town of Weymouth selects and manages employee benefits, the Committee must offer products offered by the Town. If the Town agrees to offer the benefits discussed in this proposal after ratification of this agreement, the Committee agrees to negotiate updated benefits in a side letter of agreement.

ARTICLE 21 – NEGOTIATIONS

The Union Negotiating Team members shall be paid their regular hourly rate of pay in the event that the Committee requires negotiations to take place during the involved employees' regular work schedule.

ARTICLE 22 – JOINT LABOR MANAGEMENT COMMITTEE

Following good-faith attempts to informally discuss and address concerns between the bargaining unit and management, a Joint Labor Management Committee (JLMC) may be established at the request of either party. Each JLMC shall consist of three representatives for each party. The Union shall name its representatives. Each party shall prepare and submit an agenda to the other party one week prior to the scheduled meeting. For JLMC meetings scheduled during work hours, paid release time will be granted for attendance at scheduled meetings of the joint committee(s), not to exceed three (3) hours per month per committee member. Any release shall be subject to the operating needs of the department.

The purpose of such committee(s) JLMCs may include:

a. Addressing specific concerns around employee safety, safety practices, and workplace rules.
b. Requesting clarity around specific job responsibilities, job expectations, or job descriptions.

ARTICLE 23 - CLEANING DAYS

Two paid four (4) hour cleaning days will be scheduled each school year. Employees who work at an elementary school site may be assigned to do paperwork tasks for all or part of said days. The first cleaning day will be scheduled at the midpoint of the school year on a conference, in-service, or other "no-school" day.

Employees will receive at least thirty (30) days' notice of the date of the mid-year cleaning day. The second cleaning day will be the day after the last serving day of the school year at each site.

Cleaning days are mandatory for all staff to attend and cannot be cancelled by management.

ARTICLE 24 - CLOTHING ALLOWANCE

Employees covered by this agreement are required to wear uniforms and non-skid shoes when on duty. The District shall provide the employee with five uniform shirts of their preference, or a collared shirt or a T-shirt, as needed. The employee will be responsible for the cleanliness of the uniforms. Employees shall be reimbursed a maximum of **$400** per year for non-skid shoes, black pants, long-sleeved shirts, and other personal protective equipment (e.g., compression stockings). Reimbursements do not carry over from year to year. Receipts shall be submitted to the Food Service Director, or their designee, on a designated Clothing Reimbursement Form throughout the school year, but prior to the end of the school year (June 30th).

It is agreed by both parties that a JLMC will be created by September 15, 2025 to determine if a more "user friendly" clothing allowance form for reimbursement.

ARTICLE 25 - FILL IN WORK

In the event there is a requirement for a substitute for less than two (2) days, the opportunity for work will be offered to those employees not working because of an unscheduled day at their school. Employees working an unscheduled day will be paid at the rate of the position in which they are working that day. The step will be at the employee's step. Employees offered to work from the list shall then be moved to the bottom of the list, regardless of whether they accept the shift or not.

When a four-hour employee covered by the bargaining agreement is out, the position will be offered to a three-hour employee within that kitchen, and a substitute will fill in for the three-hour position.

This work will be offered on a rotating seniority basis. The union will provide a list of employee interests by October 1 each year.

The union will provide a list as soon as practicable following ratification.

ARTICLE 26 - EVENT COVERAGE

A member of the bargaining unit will be assigned to the cafeteria when School Department-approved events take place in the cafeteria.

In determining who will staff these events, management will first offer the work to the most senior employee of the school at which the event is to be held. Then the work will be assigned through the district-wide seniority list on a rotational basis. Once an employee is called from the list and either accepts or turns down the shift, their name is then moved to the bottom of the list.

Extra work will be offered first to employees in the building where the event is being held and will be

awarded by seniority. If not filled from within the building, the work will be offered based on district-wide seniority. The Elementary Kitchen is not considered to be part of the High School for these purposes, and the Maroon and Gold kitchens are separate for these purposes.

Event work that does not require the use of a school kitchen or takes place outside of the school year is not unit work.

ARTICLE 27 - BANQUET WORK

It is agreed that banquet work in preparation for an evening banquet or function shall not be conducted by members of the bargaining unit during regular work hours. Members of the bargaining unit who do perform such banquet work following the conclusion of their regularly scheduled work day shall be compensated at one and one-half times their regular hourly rate.

In the event that a banquet or function is to occur during the regular work day and such banquet work is to be conducted during regular work hours, bargaining unit members shall either perform their regular duties or the duties necessary for the banquet, but in no event shall they be required to perform both. Members of the bargaining unit shall be compensated at their regular rate for all banquet work conducted during their regularly scheduled work day and for work resulting from such daytime banquets or functions, which may extend beyond their regular work day.

ARTICLE 28 - LAYOFF AND RECALL

Section 1. Consideration of Layoff. Prior to layoff notices being sent, the Committee shall provide the Union with written notification of the anticipated need for a layoff. Said notification shall include the specific positions that may be affected. The Committee shall meet with the Union to discuss the circumstances requiring the layoff and any alternatives proposed by the Union or by the Committee.

Section 2. Voluntary Layoffs. The Committee shall notify each bargaining unit member that volunteers for layoff will be accepted. Employees will have one week from the date of receipt of said notice to respond to the Food Service Manager. Candidates for voluntary layoff will be accepted in order of seniority. Employees whose offer of voluntary layoff is accepted will be placed on the recall list for a period of two years.

Section 3. Layoff Notice. Should the number of people requesting to be voluntarily laid off not equal the number of reductions needed by the Committee, layoff notices will be sent in reverse order of seniority. Layoff notices will be sent by certified mail. Affected employees shall receive at least three weeks' notice of layoff. Laid-off employees will be placed on the recall list.

Section 4. Reassignment. In the event that the positions eliminated do not match the positions of employees laid off, the following procedure for job reassignment will be followed.

a) The Committee will, one week in advance of the job sign-up, post at each school a brief

description of the specific duties, hours of work (including start and ending time) and location of each bargaining unit position and 2) a seniority list of all bargaining unit members.

b) A job sign-up will be held at a time and location to be mutually agreed upon by the Committee and the Union. The Committee will provide all bargaining unit members with two weeks' notice of said job sign-up.

c) Each bargaining unit member will select their position in the presence of the Committee and Union representatives. An employee may designate, in writing, a proxy to make their selection if s/he are unable to attend the job sign-up. The order of selection for employees with the same seniority date will be randomly determined in a manner acceptable to the Union and the Committee.

Section 5. Job Sign-up. The job sign-up will take place in the following order:

a) Cooks/Bakers will be allowed to select a position in order of their seniority with the Committee. If a Cook/Baker does not choose to remain in their current classification, they may select a position with members of the Assistant Cook/Baker or Cashier/General Worker classifications, in order of their seniority with the Committee.

b) Assistant Cooks/Bakers will be allowed to select a position in order of their seniority with the Committee. If an Assistant Cook/Baker does not choose a position in the Cook/Baker or Assistant Cook/Baker classifications, they may select a position with members of the Cashier/General Worker classification in order of their seniority with the Committee.

c) Gen Plus/Head Cashiers will be allowed to select a position in order of their seniority with the Committee.

d) Cashiers/General Workers will be allowed to select a position in order of their seniority with the Committee. --

e) An employee who does not select a position will be placed on the recall list in order of their seniority with the committee.

Section 6. Recall List. Employees will be compensated for accrued and unused vacation and longevity time. Employees will, at their request, be compensated for 20% of their accrued sick time in accordance with Article 9, Section 4 of this agreement. Employees who accept reemployment and wish to have their sick time restored must reimburse the above-mentioned 20% sick time buyout.

Employees may remain on the recall list for two years from the effective date of their layoff. All vacancies will be filled in accordance with Article 6 of the agreement. If a vacancy remains, it shall be offered to those employees on the recall list in order of seniority in the appropriate classification. If the vacancy remains, it shall be offered to all other employees on the recall list in order of seniority. In the event a vacancy still remains, it may be offered to non-bargaining unit members.

The Committee will provide notice of vacancies by certified letter to the employee's last known address on file with the School Department. Employees must respond within seven working days from the first attempt to deliver the letter by the postal service. If an employee declines recall to the identical position from which s/he was laid off, said employee will then be dropped from the recall list.

The Committee will make every effort to make substitute assignments available to employees on the recall list in order of seniority before offering them to non-bargaining unit individuals. This process of obtaining substitutes shall not be subject to the grievance procedure.

Section 7. Re-employment. Employees who are dissatisfied with their assignment at the end of thirty calendar days will be allowed to select new assignments. These employees will be allowed to select new assignments, but only from those assignments held by employees who are dissatisfied with their position. Once this second selection process is completed, there shall be no other process of reassignment. Any employee dissatisfied with their new assignment may choose to be placed on the recall list.

Any employee who, as a result of the provisions of this article, is assigned to a position unlike the one they held prior to layoff or reassignment will be placed on probation for thirty days. Said employee will not be required to complete the probationary period if they do not choose to accept the new assignment. A decision by the employer, after thirty days, that the employee is not qualified to hold the new assignment will not be subject to the grievance procedure, provided, however, that the decision has not been made in an arbitrary, capricious, or discriminatory manner. An employee who has been removed from a new assignment by the employer or who does not accept the new assignment will be placed on the recall list.

ARTICLE 29 - DURATION

This agreement shall become effective as of July l, 2025 and remain in full force and effect until June 30, 2028, and shall automatically be renewed from year to year thereafter, unless written notice is given by either party to the other at least ninety (90) days prior to the expiration date that termination or modification of this agreement is desired. Meetings to discuss the aforementioned shall begin no later than thirty (30) days from the written notice.

ARTICLE 30 - COMMITTEE RIGHTS

The Committee is a public body established under and with the powers provided by the statutes of the Commonwealth of Massachusetts, and nothing in this agreement shall be deemed to derogate from the powers and responsibilities of the Committee under the statutes of the Commonwealth of Massachusetts or the rules or regulations of agencies of the Commonwealth.

The Committee retains those rights, powers, and duties it now has, may be granted or have conferred upon it by law, unless modified or changed by a specific written provision of this agreement.

An arbitrator (or Board of Arbitration) shall have no power to render a decision, nor substitute its judgment for that of the Committee in those areas reserved for the discretion of the Committee by this agreement, and said arbitrator (or Board of Arbitration) shall have power to render a decision only on an

interpretation or application of one of the specifically expressed provisions of this Agreement.

ARTICLE 31 – PAY PERIODS

Section 1. At the beginning of each school year, members shall be given the option of receiving either twenty-one (21) or twenty-six (26) paychecks over the subsequent twelve (12) months starting in September. Their selection shall remain binding for that period of time. They shall be given the option of changing their number of paychecks each year.

a. In the event a member 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.

b. Additionally, a member electing the 26-payment plan has the option of receiving their summer pay in one lump sum providing they notify the Superintendent in writing on or before May 1 of each school
year. The payment will be made with the first paycheck following the end of the school year.

Section 2. Newly Hired Members

a. Newly hired members shall only have the options provided for in Section 1 if they are hired before
September 10.

b. Newly hired members who commence their employment in the District after September 10 shall receive compensation over the remaining number of paychecks in the school year.

c. Newly hired members shall have the option outlined in Section 1 above at the beginning of the school year, subsequent to their hiring.

IN WITNESS WHEREOF, the Weymouth School Committee and Local 888 Service Employees International Union, CTW-CLO have caused this agreement to be signed by their respective representatives this _____day of _____, 2025.

WEYMOUTH SCHOOL COMMITTEE	SEIU LOCAL 888, CTW-CLO
_____	_____
	Thomas McKeever, President, Local 888
_____	_____
	Donna Madden

_____	_____
	Shannon Gaul
_____	_____
	Kari Marsh

APPENDIX A – COMPENSATION

FY25	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
Cook	$21.33	$21.89	$22.17	$22.61	$23.16	$23.73	$24.82	BASE
Asst. Cook	$18.77	$19.31	$19.56	$19.94	$20.43	$20.92	$21.95	
Gen Plus	$17.80	$18.28	$18.54	$18.89	$19.33	$19.78	$21.52	
General	$17.49	$17.97	$18.23	$18.57	$19.00	$19.44	$21.18	
FY26	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**	**Step 7**	
Cook	$22.52	$23.09	$23.38	$23.83	$24.39	$24.97	$26.08	Add $.75 + 2.0%
Asst. Cook	$19.91	$20.46	$20.72	$21.10	$21.60	$22.10	$23.15	
Gen Plus Elem	$19.16	$19.65	$19.92	$20.28	$20.74	$21.20	$23.00	Gen Plus Elem is 1.25% above Gen Plus
Gen Plus	$18.92	$19.41	$19.68	$20.03	$20.48	$20.94	$22.72	
General	$18.60	$19.09	$19.36	$19.71	$20.15	$20.59	$22.37	
FY27	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**	**Step 7**	
Cook	$23.25	$23.83	$24.12	$24.57	$25.14	$25.72	$26.85	Add $0.50 + 1.0%
Asst. Cook	$20.61	$21.17	$21.43	$21.82	$22.32	$22.83	$23.89	
Gen Plus Elem	$19.85	$20.35	$20.63	$20.99	$21.45	$21.92	$23.73	
Gen Plus	$19.62	$20.11	$20.38	$20.74	$21.19	$21.66	$23.45	
General	$19.30	$19.79	$20.06	$20.41	$20.85	$21.30	$23.10	
FY28	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**	**Step 7**	
Cook	$23.85	$24.44	$24.73	$25.19	$25.77	$26.36	$27.50	Add $0.25 + 1.5%
Asst. Cook	$21.18	$21.74	$22.00	$22.40	$22.91	$23.43	$24.50	
Gen Plus Elem	$20.41	$20.91	$21.19	$21.56	$22.03	$22.50	$24.34	
Gen Plus	$20.16	$20.67	$20.94	$21.30	$21.76	$22.23	$24.05	
General	$19.84	$20.34	$20.61	$20.97	$21.42	$21.88	$23.70	

APPENDIX B – Request For Day For Personal Business Form

Da

te REQUEST FOR DAY FOR PERSONAL

BUSINESS

_____ _____

day of week requested date

I certify that this personal business cannot reasonably be conducted when school is not in session.

Signed___Applicant Approved_____

_____**Director**

This card should be sent to the office of the Superintendent, or their designee on day following absence.