

MEMORANDUM OF AGREEMENT

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

WHEREAS, the Committee and the Association entered into a Collective Bargaining Agreement for the period July 1, 2023, through and including June 30, 2026; and

WHEREAS, the Committee and the Association have, pursuant to Massachusetts General Laws Chapter 150E, negotiated the terms of a successor agreement for the period July 1, 2026, through and including June 30, 2029;

WHEREAS, the Committee and the Association have reached Tentative Agreements ("TAs") on certain terms and conditions of employment; and

WHEREAS, the Committee and the Association wish to memorialize and implement those TAs pending full ratification and execution of a successor CBA;

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

1. The terms and conditions set forth in the Collective Bargaining Agreement for the period July 1, 2023, through and including June 30, 2026, shall continue in full force and effect for the period July 1, 2026, through and including June 30, 2029, except as modified by this **MEMORANDUM OF AGREEMENT**.
2. This **MEMORANDUM OF AGREEMENT** shall become effective upon ratification by the Association and approval by the Committee.

3. Article XXII Wages

Effective July 1, 2026: Market Adjustment of fifty cents (\$0.50) /hour added to the base wage of all positions.

Effective July 1, 2026 (FY27), 1.5% COLA increase.

Effective July 1, 2027 (FY28), 2.75% COLA increase.

Effective July 1, 2028 (FY29), 2.75% COLA increase.

4. Article XXII Wages

Employees who have completed ten (10) years of continuous employment in the Weymouth Public Schools shall receive an annual longevity payment of ONE THOUSAND TWO HUNDRED (\$1200) dollars. 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 fifteen (15) years of continuous employment in the Weymouth Public Schools shall receive an annual longevity payment of ONE THOUSAND NINE HUNDRED (\$1,900) dollars per year. 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 shall receive an annual longevity payment of TWO THOUSAND THREE HUNDRED (\$2300). 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.

5. ARTICLE VII-PAID HOLIDAYS

The above-mentioned days shall be paid holidays when they occur during the work week. One-half day shall be granted on the last working day before Christmas, if Christmas occurs on Tuesday, Wednesday, Thursday, Friday, or Saturday. If Christmas Day falls on a Sunday through Thursday, the Day After Christmas shall be a paid holiday. One half day shall be granted on the last working day before New Year's Day, if New Year's Day occurs on a Tuesday, Wednesday, Thursday, Friday, or Saturday. Employees shall receive regular remuneration for the afternoon. At no time shall the afternoon be deducted from sick leave or vacation unless the employee has been on sick leave or vacation on the preceding day.

6. ARTICLE VII - PAID HOLIDAYS

If Juneteenth falls on a Saturday, it is observed on that Saturday, aligning with Massachusetts State Law.

7. ARTICLE XI-PAID LEAVES OF ABSENCE

Section A.1- Sick Leave Bank

One (1) sick day shall be contributed on September 1 each year. For employees hired after September 1, the contribution shall occur on the six-month anniversary of the employee's date of hire, and annually thereafter on September 1.

8. ARTICLE XI-PAID LEAVES OF ABSENCE

Section A - Sick Leaves

Employees covered under 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 five thousand dollars (\$5000).

8. **ARTICLE XI-PAID LEAVES OF ABSENCE**

Section A - Sick Leaves

Attendance Incentive

Bargaining unit members who utilize three (3) or fewer sick leave days between September 1 and June 30 of a given school year shall receive a one-time payment of six hundred dollars (\$600).

Said payment shall be made during the second payroll period in July following the close of the school year.

9. **ARTICLE XIII-Uniforms**

Article XIII applies to employees only after they have completed their 90-day probationary period. If employees covered by this agreement are required to wear uniforms when on duty, the employer shall provide each member with an annual uniform allowance of three hundred dollars (\$300) each year by the second pay period in July. This three-hundred-dollar (\$300) allowance does not roll over from year to year. This allowance shall be used for the required black jeans or black work pants. The employer shall also provide ten (10) uniform shirts with the WPS logo each fiscal year. The uniform shirts shall consist of five (5) maroon WPS polo-style shirts and five (5) WPS maroon t-shirts.

Shoe/Boot Allowance: On a yearly basis, by the second pay period in July, the committee will issue a two-hundred-twenty-five-dollar (\$225) allowance for the purchase of work shoes or boots. On-duty footwear must be slip-resistant, have a rubber sole, and be closed-toe.

This two hundred twenty-five dollar (\$225) allowance does not roll over from year to year.

10. **ARTICLE XXVII - 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 XIV) 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 Two.

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.

11. ARTICLE XXVIII - Joint Labor Management Committee

Following good-faith attempts to discuss and address concerns informally between the bargaining unit and management, a Joint Labor-Management Committee (JLMC) may be established at the request of either party. The 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 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.

12. ARTICLE XIX - Duration

(Renumbering)

13. ARTICLE XI

Section B-Special Leaves of Absence

In the event that school is canceled, due to Weather Related Emergencies, and when the Governor declares a weather-related 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, they will receive their 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. Compensation time must be taken in the fiscal year in which it is earned.

14. ARTICLE VI- OVERTIME - NEW SECTION B

Substitute or temporary custodial employees may be utilized to cover short-term absences, leaves, vacancies, or workload demands. The Employer will first make reasonable efforts to assign available bargaining unit members, including float positions and the offering of overtime opportunities, consistent with this Agreement. Within sixty days of ratification of this agreement, the parties agree to establish a Joint Labor Management Committee to address utilizing substitute or temporary custodial employees to cover short-term absences, leaves, vacancies, and workload demands.

15. **Housekeeping:** The Parties agree to make all corrections and updates, including but not limited to the incorporation of Memoranda of Agreement entered into prior to the date of ratification of this Agreement, prior to the printing of the final Collective Bargaining Agreement for the period July 1, 2026, through June 30, 2029.

16. **Housekeeping - Remove** - ~~The high school head custodian shall receive a \$2,000 increase to his/her salary.~~

IN WITNESS WHEREOF, the School Committee of the Town of Weymouth has caused this **AGREEMENT** to be signed on its behalf by its Chair, and the SEIU Local 888 Weymouth Public Schools Custodians Unit has caused this **AGREEMENT** to be signed in its name and on its behalf by its President, this 25th day of May, 2026.

School Committee of the Town of Weymouth

Tracey Nardone
Tracey Nardone, Chair

SEIU Local 888 Weymouth Public Schools Custodians Unit

Debra Bowen President
[Signature] Vice President
[Signature] SEIU 888

