

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 Van Driver and Monitors 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 2 - PROBATIONAL PERIOD**

All new employees who enter into employment with the Employer after the signing of this Agreement shall serve a Probationary Period of ~~three (3) months~~ 90 school days, during which the employee may be dismissed without cause.

In the event the Employer determines the need, said probationary period may be extended for a period of an additional ~~three (3) months~~ 90 school days, with the approval of the Union.

4. **Article 4 - WORK SCHEDULE**

E. Routes shall be selected on the third (3rd) Friday in August. Drivers and monitors shall be paid for hours worked on that day up to two hours. Union representatives shall be paid for hours worked up to four (4) hours.

5. Article 6 - PAID HOLIDAYS

The "Day After Thanksgiving" shall not be recognized as a paid holiday. Employees may elect to use an accrued vacation day or personal day on that date. Employees shall be eligible for pay for the "Day After Thanksgiving" only through the use of an accrued vacation day or personal day.

6. Article 6 - PAID HOLIDAYS

Designated Days:

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

7. Article 11 - PAID LEAVES OF ABSENCE

Section H - 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 four hundred dollars (\$400.00).

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

8. Article 11 - PAID LEAVES OF ABSENCES

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

9. Article 12 - VACATION

- 1-4 Years 8 days, and if employment begins prior to January, the employee may use ~~2-1½~~ 4 of the 8 days prior to her/his anniversary.

10. Article 12 - VACATION

Employees must use all vacation and personal days before requesting an unpaid day.

11. Article 18 - COMPENSATION

(A) 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.

12. Article 18 - COMPENSATION

(Update current CDL Drivers' wages adjusted by mutual agreement in Summer 2024)
FY26 (Current- new grid to be built in successor CBA)

<u>CDL Driver</u>	<u>per hour</u>
STEP 1	\$34.12
STEP 2	\$34.60
STEP 3	\$35.10
STEP 4	\$35.60
STEP 5	\$36.10
STEP 5	\$36.99

13. Article 18 - COMPENSATION

(Housekeeping)

~~On an annual basis, members will be paid for up to three (3) unused snow days.~~

(Duplicate (pg 16) Paid Leaves of Absence - Section E - Snow Days - Article 11 -
Section E page 9)

14. Article 19 - LONGEVITY

	<u>7/1/2026</u>	<u>7/1/2027</u>	<u>7/1/2028</u>
10 years-	\$1,000	\$1,000	\$1,000
15 years-	\$1,250	\$1,250	\$1,250
20 years-	\$1,500	\$1,500	\$1,500
25 or more years-	\$1,550	\$1,550	\$1,550

15. Article 19 - LONGEVITY

~~Employees hired prior to July 1, 2001 are hereby grandfathered by using their date of hire for the purposes of calculating years of service of eligibility for longevity payments. For those employees hired after July 1, 2001, their date of appointment shall determine their eligibility for longevity payments.~~ Employees hired after July 1, 2001, have their longevity calculated based on their hire date with the Weymouth Public Schools Transportation Department, rather than their appointment date.

16. Article 28 - SHIFT BIDDING

(A) Vacancies

Summer routes shall be bid separately. Qualifications for the purpose of this Article shall be reasonably related to the requirements of the vacancy. Summer Van Drivers will be eligible to take a maximum of two (2) vacation days during the summer vacation. A schedule of vacation requests by summer van drivers will be created for and provided to the summer sub van driver at the beginning of the summer, understanding that adjustments may be made as needed.

A copy of all routes and their updates shall be given to the Chapter Chair prior to bidding and assignment at the beginning of the school year, by January 30th of the current school year, and prior to start of summer routes. The route information shall not include student names and shall not include the option to re-bid routes.

Use of up to two (2) of one's own vacation days will be approved during the ESY summer program and granted by seniority. No more than two employees on the same date will be approved. This is required to be submitted on ESY summer bid day.

17. Article 31 - PERSONAL DAYS

Employees hired on or after January 1 shall receive one (1) personal day for use during the remainder of their first fiscal year of employment.

18. Article 32 - POSITION DEFINITIONS

CDL BUS TRIP DRIVER: Defined as a CDL driver who drives various runs for field trips, athletic trips, etc., during and/or after school hours.

Non-Home-to-School Assignments Drivers who are not assigned to a home-to-school route shall receive a minimum daily guarantee of four (4) hours on any day that they work.

CDL ROUTE BUS DRIVER: Defined as a minimum of seven (7) hours per day ~~which will be scheduled in blocks of time~~ scheduled in blocks of time, specific to each route, during which employees must be available to the school district. ~~CDL bus driver(s) is/are assigned to a specific route transporting students daily home to school and school to home based on the school year calendar period.~~ A driver may be assigned additional runs based on district need within their scheduled blocks of time. Drivers will be compensated for hours worked beyond his/her blocks. Refusals are not to exceed more than 2 days in one calendar month.

CDL Route Bus Drivers will be eligible for trip runs outside of the regular route schedule, so long as their working/driving hours are in compliance with regulations as set forth by the RMV/MA DOT.

MOA GPS/AVL

19. Article 7 - SAFETY

- C. GPS/AVL technology may be installed in all WPS vehicles operated by Bargaining unit members. The purpose of GPS/AVL technology is to support the effective operation of WPS vehicles for safely transporting students and staff. The Union and the WPS agree that the information obtained through GPS/AVL technology will only be used for legitimate purposes, guidance, or training/instructional purposes. It is understood that disciplinary actions are not the intent of GPS/ AVL systems, and it is not the intent of the Weymouth Public Schools to review GPS/AVL data or records for the sole purpose of disciplinary reasons without Just Cause.

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 Van Driver and Monitors Unit has caused this **AGREEMENT** to be signed in its name and on its behalf by its President, this _____ day of June, 2026.

School Committee of the Town of Weymouth

Tracey Nardone, Chair

SEIU Local 888 Weymouth Public Schools Van Driver and Monitors Unit

[Signature] SEIU LOCAL 888
[Signature] President / Steward
[Signature] - Secretary / Treasurer

