City of Westfield, School Department

And

Westfield Education Association, Unit B

October 30, 2013

**Agreement #1**

All employees will be paid by bi-weekly direct deposit.

**Agreement #2**

Employees will receive electronic pay-stubs, tax returns, or any other financial information within one year.

**Agreement #3**

The parties agree to the following amendment, with language changes italicized and underlined:

*Delete Article XVIII (A)(6)* – *change XVIII(A)(7) to new (A)(6)*

*Change Article XVI as follows*:

Sick leave days are essentially a form of insurance protection for the employees and are an inchoate right to compensation that does not vest in an employee until he or she has a bona fide sickness, preventing him or her from reporting for and performing his or her duties. *For the purposes of this agreement, bona fide sickness preventing an employee from performing his or her duties may be interpreted to include such cases as home exigencies (emergencies), quarantine by order of the Health Department, or serious illness of a member of the employee’s immediate family or permanent household requiring the personal care of that member by the employee.* ~~The Employee Reporting Form (Appendix C) properly filled out, will be required of any administrator who has had three (3) incidents of absence in any contract year~~. *For sick leave other than of the employee, a statement of the circumstances shall be submitted by the employee, endorsed by the principal or other supervisory officer, to the Executive Director of Human Resources*.

\*\*\*NOTE\*\*\* the parties have agreed to meet and update an absence tracking form for the use of recording the types of days used under this section.

**Agreement #4**

Parties agree to form a committee to review the work calendar, summer work scheduling, and process/procedure for filing requests for overtime. Specifically, the committee is tasked with reaching resolution on the following:

* Establishing a May 15 deadline for the Administration for submission of the non-school day work calendar. All parties agree the calendar requires flexibility and may require changes after May 15.
* Establishing a process by which days worked in excess of the agreed to formula may have requests for overtime submitted to Central office. The committee shall establish the process for which such requests will be made. Failure of administration to respond to a legitimately received request will automatically result in having the request granted and paid.
* Nothing in the process shall necessarily compel the automatic granting of the overtime within the proscribed timelines; rather, the intent of the committee is to create processes to prevent requests for overtime from becoming stale.

**Agreement #5**

The parties agree to amend the retirement extension provisions to match unit A (which leads to a three (3) year severance pay-out provision), italicized and underlined:

New Article XVII, Paragraph F:

*Beginning in the* ***2014-2015*** *school year, the District may decide on a case-by-case basis determined by the District based on budgetary considerations, that severance amounts under this article can be made over a period of three (3) successive years following retirement. In the event that the District makes such a determination, the affected employee will be notified in writing by November 1st of the calendar year in which notice of retirement is made under Paragraph G of this Article. In the event that the District triggers this provision, a payment can be made in the calendar year of retirement, as long as the requirements of Paragraph G are satisfied. The Parties further agree that a Unit B member may elect to spread the severance payments under this Article over a period not to exceed three years, provided written notice of this intention is given to the District’s Chief Financial Officer by December 1st (assuming the District does not notify the Unit B member of an intention to spread the severance payment over three fiscal years).*

*Severance payments which are made over the course of a three year period will be paid within two and a half months of retirement, if and only if retirement is effective on or after May 1 of the school year. The intention is for resulting payments paid one third (1/3) in the same fiscal year as the school year of retirement, and the next one third (1/3) payment will be made within two and half months of retirement. The remaining one third (1/3) payment would be made in the following fiscal year. Payments are contingent upon proper retirement applications.*

**Agreement #6**

The parties agree to create and engage in an evaluation subcommittee regarding the new Massachusetts state mandated evaluation rubrics. The committee will decide standards wherever possible, but not conflicting with the applicable Massachusetts educator’s evaluation law, for both evaluating Unit A members and the standards which Unit B members will be subject to their evaluations.

**Agreement #7**

The parties agree to amend Article V, Paragraph G by deleting the current language and adding italicized and underlined language: “Vacation days will normally be taken when school is not in session. However, with prior approval of the Superintendent of Schools, up to five (5) vacation days may be allowed when school is in session[,]” to “[*N]othing in this agreement shall prohibit a unit member from requesting up to five (5) unscheduled days away from work. Such unscheduled days away from work require prior approval of the Superintendant of Schools or designee*.”

**Agreement #8**

Amend Article XVIII, A, 1, to add italicized and underlined language: “…with prior approval of the Superintendant. *Temporary leaves of absence with pay under this section shall ordinarily be used in one (1) day increments, as opposed to coupled back to back, unless specifically requested and approved in advance by the Superintendant or designee. Generally approvable reasons for back to back use of paid leave under this section shall include, but are not limited to, attendance of an out-of area wedding of a family member, graduation of a family member, etc*. This does not preclude…”

**Agreement #9**

The parties agree to include a new paragraph regarding an OPEB committee: the representatives of the administration have explained to the members of the Unit B negotiation team the conceptual issues of accrued, underfunded and/or unfunded employee benefit liabilities facing the City of Westfield. The administration has requested, and the unit has agreed, to the creation of and participation in a working committee established with the goal of a long term solution dealing with the liabilities. The parties agree to revisit and reevaluate the progress of the committee, but such meetings shall not be considered a reopener of the contract. Any disagreement occasioned by this article shall not be subject to the grievance and/or arbitration procedures.

**Agreement #10**

The parties agree to reopen negotiations exclusively on the issue of educator fingerprinting regarding M.G.L. c. 71, § 38R, as amended by H.B. 4307, § 7. The parties agree any deal regarding negotiated procedures and/or policies governing and/or established by or with Unit A shall be offered to Unit B members.

**Agreement #11**

Effective July 1, 2014, and for the 2014-2015 school year, Unit B members shall be entitled to consider an additional one half (0.5) days worked when Unit A members work an early-release staff-development parent-teacher conference day (“ERSD-PT day”). The resulting agreement is for Unit B members to work 1.5 days for every ERSD-PT day worked by Unit A. Unit B members are required to perform work during the three phases of the day for the time to count as calendared working day: the employee must attend the half-day while students are in session, the professional development portion of the day, and the parent teacher conferences in the evening to be entitled to count the time as 1.5 working days. For the purposes of clarification, two (2) ERSD-PT days worked shall constitute three (3) working days.

Should Unit A continue the practice of ERSD-PT days beyond the 2014-2015 school year, Unit B shall be entitled to continue counting those days worked as 1.5 days worked. Should Unit A discontinue the practice of ERSD-PT days at any time, the Unit B practice shall likewise be simultaneously discontinued, and the entire applicable provision shall automatically be considered null and void and/or otherwise revoked.

**Agreement #12**

The parties agree to remove Step 9 for all wage appendices for all new hires, effective upon the signing of this memorandum of agreement. For the purposes of clarification, all unit members currently in the unit will have access to Step 9 in their respective appendices.

**Agreement #13**

The parties agree to remove the Masters +30 (“M +30”) category from all wage appendices for all new hires effective upon the signing of this agreement. For the purposes of clarification, all unit members currently in the unit who are on M +30 will be allowed to remain in that category and continue to experience step movement until they move to another.

**Agreement #14**

The parties agree to amend the work days per year as follows: all unit members shall work one (1) additional work day effective July 1, 2014-June 30, 2015, and work two (2) more additional work days effective July 1, 2015-June 30, 2016, for a total of three (3) additional work days added by June 30, 2016. Consequently, effective July 1, 2015, employees in Appendix A shall be subject to a work year consisting of 202 days, Appendix B at 217 days, and Appendix C at 206 days.

**Agreements #15**

The parties agree to defund one-half (0.5) of the professional development account for the 2013-2014 school year only.

**Agreement #16**

The parties agree to remove Step 1 from appendix B, effective July 1, 2014.

**Agreement #17**

The parties agree to modify the Severance Pay (sick leave buy back) language to include the following:

a Unit B member hired after July 1, 2014, shall be entitled, upon retirement, or his/her estate upon his/her death, to be paid for accumulated sick leave days according to the following scale:

* $15,000 if the Unit B member has 65-179 accumulated sick leave days
* $25,000 if the Unit B member has 180 or more accumulated sick leave days

**Agreement #18**

The parties agree to the following wage adjustments:

* + 1% base wage increase effective January 1, 2014;
	+ 2.5% base wage increase effective July 1, 2014;
	+ 2.5% base wage increase effective July 1, 2015.

Signed:

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For the Union Date

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For the School Committee Date