

TENTATIVE AGREEMENT
Between the
Westfield Education Association-Unit B
And the
Westfield School Committee

The following the comprehensive tentative agreement between the Westfield Education Association-Unit B and the Westfield School Committee. The parties agree that only the provision cited below shall be changed in the collective bargaining agreement and all other provisions shall remain unchanged and in full force and effect.

ARTICLE I
RECOGNITION

Update to include Student Services Coordinator.

The parties agree that the job descriptions for unit positions have been mutually updated to reflect the current duties and responsibilities of each position in the unit and shall be effective July 1, 2016.

ARTICLE V(D)
ADMINISTRATIVE WORK DAY AND WORK YEAR

1. The work year of all Secondary Assistant Principals will be *two hundred fifteen (215) days. For the 2016-2017 school year only, these days shall include the three (3) work days immediately preceding and the two (2) work days immediately following the student school year.*
2. The work year for Special Education Supervisors and the *Supervisor of Athletics, Intramurals and Physical Education 9-12*, will be *two hundred four (204) days. These days shall include the three (3) work days immediately preceding and the two (2) work days immediately following the student school year.*
3. The work year of all other positions in this bargaining unit will be *two hundred (200) days. These days shall include the three (3) work days immediately preceding and the two (2) work days immediately following the student school year.*
4. The work year (July 1 - June 30) of all members of this bargaining unit will be scheduled by the Superintendent of Schools or his/her designee. The Superintendent or his/her designee will solicit and consider requests from individual administrators regarding the scheduled work year but the final

determination of the work year scheduled will result with the Superintendent of Schools.

5. Administrators will normally be advised annually of their work year schedule on or before May 15. Said schedule to be effective on July 1. Changes in an individual administrator's schedule will generally not be made after June 1, unless such changes are consistent with the best interests of the Westfield Public Schools.
6. Administrators will not be scheduled to work on holidays recognized by the Commonwealth of Massachusetts, provided school is not in session.
7. Requests for a change in the work year schedule by individual administrators will be considered on an individual basis and subject to the best interests of the Westfield Public Schools.
8. Any additional workdays beyond the required work year requested and approved by the Superintendent or designee will be paid on the per diem rate of the individual administrator involved. The per diem rate shall be the annual salary divided by the number of workdays specified above.
9. 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.

ARTICLE XVI
SICK LEAVE

Create: a Direct Donation Sick Leave Bank. (Documents attached)

ARTICLE XVIII
TEMPORARY LEAVES OF ABSENCE

Add to A. Unrestricted Personal Day

In the 2016-2017 school year only, each administrator shall be able to use one (1) of his/her personal days as an unrestricted personal day. Said unrestricted personal day can be used at any time for any reason but must be approved by administration prior to use. Said approval shall not be unreasonably withheld.

(New) C. Domestic Violence Leave

Paid domestic violence leave will be granted to eligible employees in accordance with M.G.L. c. 149, s. 52E and applicable District policy. An administrator may use up to fifteen (15) days of his/her accrued sick leave for such leave.

ARTICLE XIX
TEMPORARY LEAVES OF ABSENCE WITHOUT PAY

Maternity, Child-Rearing and Adoption Leave

THIS IS SAMPLE LANGUAGE ONLY. FINAL LANGUAGE MAY APPEAR DIFFERENT, HOWEVER THE CONCEPTS EXPRESSED IN BOLD AND ITALICS BELOW ARE AGREED TO.

D. In accordance with the provisions of Chapter 149, Section 105D of the General Laws of the Commonwealth and the Family and Medical Leave Act of 1993, leave without pay for the purpose of giving birth or for the placement of a child under the age of 18, or under the age of 23 if the child is mentally or physically disabled, for adoption with the employee who is adopting or intending to adopt the child or for paternity leave (said leaves of absence to be hereinafter called maternity leave), will be granted to an employee who has completed at least three (3) consecutive months of full time employment for the purpose of giving birth, adoption, providing the employee shall give at least two (2) weeks notice to the Superintendent or his designated representative of his/her anticipated date of departure and intention to return. The employee may request

a leave of absence of up to eight (8) calendar weeks and be restored to his/her previous or a similar position.

With the exception of Paternity Leave, an employee who receives leave pursuant to Section 105D and the Family and Medical Leave Act of 1993 as described above shall be permitted to have up to forty (40) days of his/her accumulated sick leave charged against this leave. Otherwise said leave of absence shall be without pay. He/she may request a longer leave of absence of up to two (2) years, but in such an event he/she may only be restored to his/her previous or a similar position on the first day of school in September. No maternity leave of absence will be granted for a period longer than two (2) years from the date the leave commenced. The employee restored to his/her former position or similar position under this section shall be restored with the same status, pay, length of service, credit and seniority where applicable as of the date of his/her leave.

Employees who utilize Paternity Leave shall be permitted to have up to fifteen (15) days of his/her accumulated sick leave charged against the leave described above.

The Superintendent shall not be required to restore an employee on maternity leave to his/her previous or a similar position if other employees of equal length of service credit and status in the same or similar position have been laid off due to economic conditions or other changes in operating conditions affecting employment during the period of such maternity leave; provided, however, that such employee on maternity leave shall retain any preferential consideration for another position to which he/she may be entitled as of the date of his/her leave.

Such maternity leaves shall not affect the employee's right to receive any benefits for which he/she is eligible at the date of his/her leave, and any other advantages or rights of his/her employment incident to his/her employment position. The maternity leave shall not be included in the computation of such benefits, rights and advantages, and the Employer need not provide for the cost of any benefits, plans or programs during the period of maternity leave except as provided for all other employees on a leave of absence.

ARTICLE XXXVI **AUTOMOBILE VANDALISM**

Increase deductible offset amount from \$300 to \$500.

(New) ARTICLE XXXVII **SEI ENDORSEMENT**

To the extent that current Unit B members are required to obtain the SEI endorsement for licensure purposes, the parties agree that the District will create and maintain a master list of educators who require the SEI endorsement and those who have earned it through

established DESE pathways. This list will be shared with the WEA upon request or when updated.

Administrators who already have or will earn the SEI endorsement through an approved DESE pathway, but not through an educator licensure program prior to being employed by the District, will earn the equivalent graduate credits toward salary step movement commensurate with the type of SEI course taken in accordance with the April 30, 2015, DESE RETELL update.

ARTICLE XXXVII **DURATION CLAUSE**

Change all dates to successor agreement of 2016-2017.

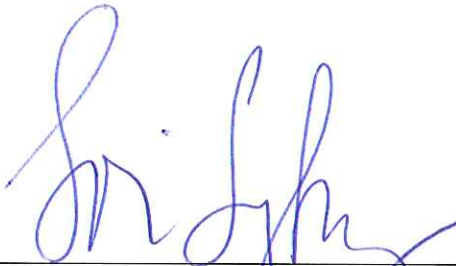
PROCEDURES FOR VOLUNTARY DONATION OF SICK LEAVE BENEFITS

1. Donations of accrued sick leave must be in whole days, with a minimum of one day per donation.
2. The donating employee shall specify the employee to receive the value of the donation.
3. Prior to proceeding the first donation(s) to an employee, the Human Resources Department will verify the eligibility of the named recipient (i.e. employee status, family member with serious health condition, and exhaustion of all accrued, paid personal, vacation, and family sick days) and request the individual's written consent to receive donations. No donations will be processed until this written authorization is received. The authorization will remain valid until the individual revokes it or he/she becomes ineligible to participate in the program.
4. Under a similar program, the IRS has ruled that these payments are to be considered wages, and therefore taxable income to the recipient. As a result, the payments will be included in the annual Form W-2 prepared for the recipient and State and Federal income tax and FICA/Medicare tax and Supplemental Retirement contributions depending on the eligibility of the recipient, will be withheld by the Payroll at the time of payment. The IRS has also ruled that the donating employee realizes no income and incurs no tax deductible expense or loss, either upon donation or payment to the recipient.
5. The School District will not inform the recipient of the names of those donating days or the number of days donated.
6. The donations processed for a recipient each pay period shall be limited to the

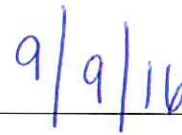
amount equal to that individual's regular gross earnings per pay period (i.e. his/her current base rate per pay period). In the event donations exceed this limit, they will be processed in order of the date on the donation authorization form, with the earliest date processed first. Excess donations will be held until the following pay period(s) and processed at that time.

7. Once a donation has been processed, neither the donor nor the recipient may revoke the transaction, even if it has not yet been paid.

ADMINISTRATIVE RESPONSIBILITY: The Human Resources Department/Business Manager shall be responsible for implementing and maintaining this program.



For the Westfield Education Association



Date



For the Westfield School Committee



Date

**WESTFIELD SCHOOL DISTRICT
SICK LEAVE VOLUNTARY DONATION FORM**

Sick Leave Waiver & Donation Authorization Form

Having read and understood the Westfield School District Procedures for Voluntary Donation of Sick Leave Benefits and subject to the terms and conditions set forth herein, I hereby voluntarily waive my entitlement to and donate _____ day(s) of my accrued sick leave on the condition that the equivalent number of day(s) I donate is paid by the District to the employee I have identified below:

EMPLOYEE TO RECEIVE DONATION:

Name:	Department/School:

I understand that upon submission of this form, I cannot control the time of the deduction of the donated day(s) from my sick leave balance and that, while I will not be specifically notified when the donation is processed, I may determine this by monitoring the sick leave balance reported to the Human Resources Department.

Donor's Name (print):

(Last, First)

Donor's Social Security Number:

Donor's Department/School:

Donor's Signature:

Return Form to Human Resources Office