



HUMAN RESOURCES
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Paula Ceglowski, Director of Human Resources

MEMORANDUM

DATE: May 17, 2017

TO: Brian P. Sullivan, Mayor
Stefan Czaprowski, Superintendent
Ronald Rix, Director of Technology and Business Services
Lynn Robieniczak, Budget Analyst
Joanne Lemelin, Assistant Personnel Director

FROM: Paula Ceglowski, Director of Human Resources

SUBJECT: Memorandum of Agreement

Enclosed please find the fully executed memorandum of agreement between the Westfield Education Association (Unit B) and the Westfield School Committee regarding a successor agreement effective July 1, 2017 – June 30, 2020.

PC/aml

Enclosure

cc: Lori Lyncosky, Union President

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.

1. **Article XXXVII, Duration:** 3-year agreement: July 1, 2017 – June 30, 2020
2. **Throughout Contract:** Replace roman numerals with cardinal numbers throughout the contract.
3. **Article III, Grievance Procedure:** Add a new Director-of Human Resources level to the grievance procedure.

Level 2 - If the grievance is not resolved in Level 1, then the Association shall refer the grievance to the HR Director within seven (7) days. He/she shall arrange for a meeting with the Association's representatives and the aggrieved employee, within seven (7) days of his/her receipt of the appeal in an effort to resolve the grievance. The HR Director must provide the aggrieved administrator and the Association with a written answer on the grievance within seven (7) days.

Renumber sections appropriately.

4. **Article XVIII, s. A(1), Temporary Leaves of Absences:**

Rewrite to add: Approval done by Superintendent "or his/her designee" and that approval "shall not be unreasonably denied".

5. **Article XVIII, s. A(5), Temporary Leaves of Absences:**

Bereavement Leave:

(1) Immediate Family for up to five (5) consecutive work days after the death of the immediate family member, to include: spouse, child, mother, father, sister, brother, and significant other cohabitating with the Unit member; (2) significant family member for up to three (3) consecutive work days after death of significant family member to include: grandparent, grandchild, mother-in-law, father-in-law, niece, nephew, brother-in-law, sister-in-law, aunt, uncle, and cousin; (3) person significant to unit member's life for up to two (2) consecutive work days per school year may be deducted from a unit member's sick time.

In situations where services and/or interment are delayed, an individual may reserve and use day(s) from the time listed above only after informing the HR Director within the appropriate timelines listed above. Additionally, when exigent circumstances exist, a Unit member may request of the HR Director additional bereavement days beyond the above limits. If approved, said days will be deducted from the Unit member's sick day accrual.

6. **Articles IX, X, and XI, Administrator Assignment, Reduction in Force, and Transfers:** Move notification by District to June 15th.

7. **Article XVII, Severance Pay and Article XXXIV, Longevity Pay:**

Eliminate Sick Leave Buyback for an enhanced Longevity provision:

Article XXXIV, Longevity Pay: Add the two charts to the current language.

Current Employees:

Current Employees are defined as those employees who were members of WEA Unit B members prior to July 1, 2017,

Years of Service	Amount
12-15	\$1,000
16-19	\$2,000
20-23	\$3,000
24+	\$5,000

New Employees:

New Employees are defined as all Unit members hired into the Unit on or after July 1, 2017. Unit members who (1) were a Westfield Education Association Unit A member on July 1, 2017, (2) subsequently accept a promotion into a Unit B position, and (3) had remained continuously employed with WEA Unit A until said promotion shall consider time served in Unit A for inclusion into the below years of service:

Years of Service	Amount
12-16	\$1,000
17-21	\$1,750
22-26	\$2,500
27+	\$3,000

Any unit member retiring on or before June 30, 2020 may remain on the June 30, 2017 longevity scale and maintain the June 30, 2017 severance benefits. To be eligible to

remain on the June 30, 2017 scale/severance, the unit member must submit an irrevocable intent to resign on or before June 30, 2020, and the notice must be received by WPS HR on or before August 15, 2017. A separate MOA for the affected individual identified shall be executed by the parties fully defining the opt-out agreement parameters, but the parties agree the intent of this provision is to mirror the "opt-out" provisions of the Unit A severance elimination of the 2016-2019 CBA.

8. **Article XXII, Professional Development and Educational Improvement:**

Add that the three (3) unit members on the PD committee shall each receive a yearly \$500 stipend to be taken from the PD funds contained in this article.

9. **Salary Proposal:**

Article IV, Footnote #5, Salaries: Remove JD results in placement on the Doctorate salary schedule.

Article IV, Footnote #6, Salaries: Replace footnote #6 after 3rd paragraph with: The Superintendent may withhold step movement and/or longevity payment for any Unit member while under a Performance Improvement Plan. The Superintendent shall provide the Unit member with a written notice fifteen (15) days prior to the withholding and in this notice specify what is to be withheld from the Unit member.

Appendices A, B and C:

- Year 1: 1% COLA
Reduce the work year by one (1) day. Reflect in Appendix A- 199 working days, Appendix B- 214 working days, Appendix C- 203 working days.
For those owed a furlough day, one (1) additional unrestricted Personal Day that must be used by the end of the fiscal year.
- Year 2: 2% COLA
For those owed a furlough day, one (1) additional unrestricted Personal Day that must be used by the end of the fiscal year.
- Year 3: 2% COLA
For those owed two (2) furlough days, two (2) additional unrestricted Personal Day that must be used by the end of the fiscal year.

If any Unit member is RIF'd to Unit A or otherwise, s/he shall be paid in a lump sum payment for all furlough days still owed at that time.

10. **Mentoring:** The parties agree to form a subcommittee that will discuss and develop a proposal for mentoring of Unit B members. This subcommittee will present its recommendations to the negotiation committee on or before March 1, 2018 for evaluation and collective bargaining.

*Execute a memorandum of agreement this school year that would have any member who has five (5) furlough days to give one (1) day for one (1) additional unrestricted Personal Day that must be used by the end of the fiscal year.



For the Westfield Education Association

Date



For the Westfield School Committee

Date

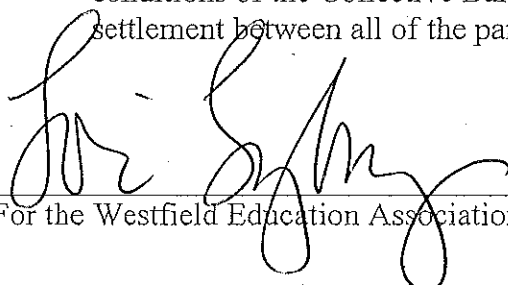
3-6-17

Memorandum of Agreement

**Westfield Education Association-Unit B
and the
Westfield School Committee**

This Memorandum of Agreement is entered into this _____ day of February, 2017, between the Westfield Education Association-Unit B (WEA) and the Westfield School Committee (Committee). As both parties desire to reduce the number of accrued Furlough Days owed to particular Unit members, the Association and the Committee agree to the following:

1. Upon execution of this agreement, each member of the WEA who currently has accrued five (5) furlough days shall give up one (1) of the furlough days and in exchange receive one (1) additional personal day.
2. This additional personal day shall be used on or before June 30, 2017. If the personal day is not used by this date, it shall be forfeited by the individual.
3. This additional personal day shall be unrestricted as to reason for use and/or day taken.
4. This Memorandum of Agreement is only intended to resolve matter connected with the WEA Unit B Furlough Days and is not designed to, or otherwise alter the terms and conditions of the Collective Bargaining Agreement. This constitutes full and complete settlement between all of the parties.



For the Westfield Education Association



For the Westfield School Committee

Date of Signing 3/3/17

Date of Signing 3-6-17

Memorandum of Agreement

Westfield Education Association-Unit B and the Westfield School Committee

This Memorandum of Agreement is entered into this _____ day of February, 2017, between the Westfield Education Association-Unit B (WEA), one of its members, Lynda Pierce, and the Westfield School Committee (Committee), in accordance with the collectively bargained successor agreement. To wit, the Association and Ms. Pierce agree to the following agreement:

1. Ms. Pierce shall provide to the Westfield Public Schools Human Resource Director a written irrevocable intent to retire notice on or before August 15, 2017.
2. This notice shall state that Ms. Pierce intends on retiring on or before June 30, 2020.
3. In consideration of the above, Ms. Pierce shall remain on the June 30, 2017 longevity scale and maintain the June 30, 2017 severance benefits contained in the WEA-Unit B collective bargaining agreement.
4. Ms. Pierce shall maintain and collect the benefits contained in #3 if she is remains in and/or retires from Unit B.
5. If Ms. Pierce is subject to a RIF and/or demoted to Unit A, she will be subject to the Unit A Severance/Longevity agreement terms and conditions including the time limited opt-out option. However, the previously provided Unit B Irrevocable Intent to Retire notification shall be null and void, and the timeline for providing a new Irrevocable Intent to Retire notice under the Unit A agreement to the Committee shall begin. Ms. Pierce will have three (3) months from the start of Unit A employment to submit the Intent to Retire notice. The parties agree a depreciating severance buy-out value will be offered which mirrors the offer provided to Unit A members (100% value if leaving in the first year of the three year offer, approximately 75% value if leaving in the second year, and approximately 50% value if leaving in the third year).
6. Ms. Pierce has been informed that, since she is 40 years of age or older, she has or might have specific rights or claims under the Age Discrimination in Employment Act of 1967. In consideration for the consideration described above, Ms. Pierce specifically waives such rights and claims to the extent that such rights or claims arose prior to the date this Agreement is executed. Ms. Pierce has consulted with a lawyer prior to executing this Agreement. Ms. Pierce has been advised that she has twenty-one (21) days within which to

consider this Agreement and its Release provisions and agrees to waive this twenty-one day period. Ms. Pierce has further been advised that she has the right, as a term of this Agreement, to revoke it at any time within seven (7) days following her execution of it, and that this Agreement will not become effective until that period for revocation has expired. Any such revocation must be submitted in writing directly to Paula Ceglowski, WPS Human Resources Director by facsimile transmission (413) 564-3177. The day after the expiration of the revocation period is the "Effective Date" of the Agreement. If Ms. Pierce revokes this Agreement, Ms. Pierce hereby acknowledges that the District does not owe her the consideration set forth in this Agreement.

7. This Memorandum of Agreement is only intended to resolve matter connected with Ms. Pierce's longevity/severance and is not designed to, or otherwise alter the terms and conditions of the Collective Bargaining Agreement. This constitutes full and complete settlement between all of the parties.



For the Westfield Education Association



For the Westfield School Committee

Date of Signing _____

Date of Signing 3-6-17



Ms. Lynda Pierce

Date of Signing 3/7/17