

**MEMORANDUM OF AGREEMENT**  
**BETWEEN THE**  
**WESTFIELD SCHOOL COMMITTEE**  
**AND THE**

**WESTFIELD EDUCATION ASSOCIATION – UNIT D (MTA/NEA)**

This memorandum of agreement entered into this \_\_\_\_ day of February, 2018 hereby amends the terms of the collective bargaining agreement between the Westfield School Committee and the Westfield Education Association – Unit D (MTA/NEA), specifically as provided below:

**WHEREAS**, the Westfield School Committee (hereinafter referred to as “Westfield”) and the Westfield Education Association – Unit D (MTA/NEA) desire to pay unit members all benefits that members are owed pursuant to the contract;

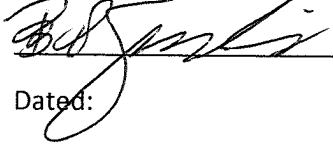
**WHEREAS**, Westfield and the Westfield Education Association – Unit D (MTA/NEA) agree that Article XXII, Longevity, outlines amounts owed to members and lump sum payout at the end of the school year but does not clarify longevity benefits owed if an eligible member departs prior to the end of the school year;

**NOW THEREFORE**, the parties hereby agree to the following terms, conditions and understandings effective with the start of the 2018-2019 school year:

- Unit members eligible for longevity pay pursuant to Article XXII, Longevity, who leave prior to the lump sum distribution at the end of the school year shall receive a pro-rated lump sum payout in their last regular paycheck.
- Pro-rating shall be calculated as follows: the employee’s eligibility for longevity must be calculated based upon the employee’s complete years of service as determined by his/her anniversary date and his/her last day of work. Once the amount the employee is eligible for is determined, the amount is then divided by ten (10) and then multiplied by the full months of unit member work prior to his/her departure.
- For example, if a unit member with an anniversary date of November 28, 2003 leaves on November 1, 2018, the employee is not eligible for a longevity payment as he/she has not completed fifteen (15) years of service. However, if the employee with an anniversary date of November 28, 2003 leaves on December 1, 2018, the employee is eligible for a longevity payout of \$375. The calculations is as follows: \$1250 (due to completion of fifteen years of service) divided by 10 multiplied by 3 (full months of employment).

This Side Letter of Agreement is only intended to address payout of longevity time for eligible unit members as noted above and described above and is not designed to, or otherwise alter the terms and conditions of the Collectively Bargained Agreement. This Side Letter of Agreement shall not set practice or precedent on either party.

FOR THE WESTFIELD PUBLIC SCHOOLS

 5-7-18  
Dated:

FOR THE WESTFIELD EDUCATION ASSOCIATION

  
Dated:

4/25/18