

MEMORANDUM OF AGREEMENT

BETWEEN THE

WESTFIELD SCHOOL COMMITTEE

AND THE

WESTFIELD EDUCATION ASSOCIATION – UNIT D (MTA/NEA)

This memorandum of agreement entered into this 5<sup>th</sup> 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;

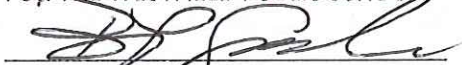
**WHEREAS**, Westfield and the Westfield Education Association – Unit D (MTA/NEA) agree that Article XXIII, Vacation, outlines amounts owed to members and lump sum payout at the end of the school year but does not clarify vacation benefits owed if an eligible member departs prior to the end of the school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

**NOW THEREFORE**, the parties hereby agree to the following terms, conditions and understandings effective with the start of the 2017-2018 school year:

- Unit members eligible for vacation pay pursuant to Article XXIII, Vacation, 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: total vacation days owed for the end of the school year lump payment divided by ten (10) and then multiplied by the full months of unit member work prior to his/her departure. Said amount would then be multiplied by unit member’s hourly rate.
- For example, if a unit member is eligible for two weeks of vacation and works all of September and October but only half of November, the vacation payout would be two (2) days. The calculations is as follows: 10 days (2 weeks) divided by 10 multiplied by 2 (full months of employment).

This Side Letter of Agreement is only intended to address payout of vacation 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



Dated: 2/5/18

FOR THE WESTFIELD EDUCATION ASSOCIATION



Dated: 2/5/18