

THE WESTFIELD SCHOOL COMMITTEE
and
WESTFIELD EDUCATION ASSOCIATION
MASSACHUSETTS TEACHERS ASSOCIATION

Successor Collective Bargaining Agreement, 2013-2016

The following list of agreements represents new changes to amend the existing collective bargaining agreement by altering, adding or deleting affected language as directed. The list of agreements is subject to ratification by both respective constituent bodies as an entire package:

1. Revised PD language. The language is intended to revise any/all conflicting language in the current agreement and is not intended as a replacement for the current Article:

Professional Development
Unit A PD

The parties agree that \$300,000 will be set aside for the purpose of

- Collective staff development in areas identified through achievement data, student growth data, teacher evaluation data, administrator request, and Unit A member request.
- Individual professional development in areas requested by Unit A members that are aligned with current job assignment
- Individual professional development through partial reimbursement requested by Unit A members for graduate coursework that is related to the field of education
- Payment of the stipend for Unit A members serving on the Professional Development Committee.

Unit A Professional Development Committee

Committee will consist of an equal number of members from both labor and management groups.

Committee members may serve for up to 3 years on the committee. After 1 year, members serving previously may return to the committee. President or Vice President must be a member of the committee at all times. Each year, the committee should retain at least two members from the previous year (Unless the seat(s) cannot be filled).

Each Unit A member shall receive a stipend of \$1,000 per school year for service on the PD Committee. (see Appendix B)

Collective Staff Development

Two Professional Development Committee labor representatives will serve on the Staff Development Committee. These representatives will collaborate to develop a Staff Development Plan to include: Staff development days at the start of each school year, ERSD Courses developed by staff members and/or provided by outside presenters, and training and support for Unit A members in district initiatives. Alternative funding sources used will be included in information. Any additional funds left over will be returned.

Annually, a Staff Development Plan will be presented to the Professional Development Committee to include a projected budget. Cost of convocation will not be included.

Monies will be set aside annually by vote of the PD Committee to be used for the purpose of collective staff development to include: Staff development days at the start of each school year, ERSD Courses developed by staff members and / or provided by outside presenters, and training and support for Unit A members in district initiatives.

The Professional Development Committee will develop an annual budget, designating funds into the areas of Contract Services, Substitutes, Stipends, and Supplies. Within those areas, funds will be encumbered for Collective Staff Development, Conference Registration, Travel Reimbursement, and Course Reimbursement.

2. The Parties agree to continue to revise certain stipend positions and extra-curricular responsibilities, including but not limited to Appendix B, and to incorporate the following additional changes:
 - a. Remove Dept. Heads as supervising evaluators (to hold their role as a trusted coach)
 - b. WTA "Shop Leaders" will be considered equivalent to WHS Dept Heads (Appx C) and compensated the same (Article IV, modification of basic schedule, A (page 8) – eliminating Article IV, Modification of Basic Schedule, H).
3. All Unit A members shall be paid via bi-weekly direct deposit with electronic distribution pay information.

4. Employees shall be paid their salary annualized over the course of year running from September to August (eliminate lump sum summer distribution).
5. Parties agree to eliminate severance for unit members in exchange for a change in longevity structure (See Article 23):
 - a. Eliminate severance (sick time buy-back) for all Unit A members, notwithstanding paragraph 5(b) & (c) of this Successor Agreement. Effectively Delete Article XIX for all Unit members, except for those eligible and who do opt-out under paragraph 5(c).
 - b. MORATORIUM: All unit members with a retirement date between July 1, 2015, through June 30, 2016, shall have severance payments owed in FY 17 (July 1, 2016- June 30, 2017) placed on a one year moratorium but still paid at one third (1/3) increments. Eg. Employee retiring on June 30, 2016 shall have received their first one third (1/3) severance payment on or around June 30, 2016, then will receive their second one third (1/3) payment on or around July 1, 2017, and third one third (1/3) payment on around July 1, 2018.
 - c. 1-Year Opt Out - All teachers are automatically placed on the new longevity system, effective July 1, 2016. An individual teacher who has 25 or more years of credible Westfield teaching service (e.g. twenty (20) years in District and ten (10) out of District) (vocational teachers 15 or more years), defined as years which qualify through MTRS, will have one (1) year to opt out of the new longevity/severance buyback. Employees seeking to invoke the opt-out are required to provide to WPS HR the MTRS years of service proving compliance with the above qualification. Qualifying Unit members must irrevocably notify, in writing, to the Superintendent their intent to retain their sick leave buyback and will remain in the longevity system as it existed on June 30, 2016. Those individual(s) invoking the opt-out will remain in the June 30, 2016, longevity system and collect the sick leave buyback whenever their retirement date occurs as it existed on June 30, 2016. The individual will pay back any additional money gained through being placed on the new longevity system no later than June 30, 2017.
 - d. 5 YEAR SEVERANCE FOR OPT-OUT: All unit members with a retirement date between July 1, 2016 and June 30, 2017, who invoke the opt-out provisions of agreement 5 (d) shall receive a moratorium on severance payments on the retirement date, shall receive their first

payment after July 1, 2017, and shall receive their severance payments in one fifth (1/5) increments over 5 years.

- e. All employees shall be capped at 250-days of sick leave. Employee shall continue to accrue sick time on a yearly basis, but any time additionally accrued or earned over 250 days will be forfeited. (e.g., Employee has 245 days at the beginning of school year shall only accrue 5 additional days.
 - f. Voluntary donation: adopt policies as presented at bargaining table, forfeit unused donated days, form modified with forfeit language. District wants a reopener to discuss unanticipated problems with administration of the voluntary donation program.
6. Article XXIII: Increase sub rates as follows:
 - a. \$60 & \$75 July 1, 2016
 - b. \$65 & \$80 July 1, 2017
 - c. \$70 & \$85 July 1, 2018
 7. Article V, New Paragraph (I): The parties agree to establish a Joint Labor Management Committee to discuss changes to Kindergarten protocols. Meeting shall occur at the request of either party, but on not more than two (2) occasions per school year, unless by mutual request. Meetings shall occur outside of the school day. The Committee shall be made up of members of management and of the Union, but not more than three (3) members of either side, unless by mutual agreement. The intent of the JLMC is to discuss strategy or raise issues with state or federal demands placed on kindergarten programs in order to provide effective teaching while remaining compliant with the legal demands being imposed on the District.
 8. Article IV FOOTNOTES, Section 3., New Last Sentence: An EDS shall be considered equivalent to a CAGS for School Psychologists.
 9. Article IV FOOTNOTES, Heading, New Last sentence: Except for vocational school teachers covered by Article IV, Modification of Basic Schedule, (F.), credits for advancement on wage scale must be post masters.
 10. Article IV FOOTNOTES, New Section 7: National Board Teacher Certification exclusively counts toward wage increases under Appendix A, and all other "board certifications" are shall not be accepted as entitling a wage classification change.

11. Article IV FOOTNOTE, Section 6, New Second Paragraph: Unit members must have earned or be earning a degree in an applicable subject matter area to be qualified for Master's degree pay rate. For example, a Master's degree in political science will not qualify for the master's pay rate of a mathematics position. However, a Master's degree in guidance or administration would count.
12. Article XXVII: Parties agree for the life of the agreement to reopen discussions on all matters affecting health insurance and insurance. Such discussions shall remain on health insurance only. This proposal is in response to shifting demands put onto the District under the Affordable Care Act.
13. Article V: New §D
 - a. Teachers are required to attend one (1) evening Open House event per contract year. The Open House shall be no longer than one and one-half hours in length (1.5 hours) and end no later than 8:00 p.m.
 - b. Add as last sentence to current §D: Beginning with the 2018-2019 school year, the last day of each school year shall be a half-day for both students and teachers.
14. Article XX, A(1): add new sentence, halfway down paragraph "If a teacher provides sufficient detail as to a special circumstance necessitating the request, the request shall not be unreasonably denied."
15. Article XX A(5): Up to five (5) days to arrange for and attend the funeral of a spouse, parent or child. Teachers will be granted up to three (3) days at the discretion of the Superintendent to arrange for and attend the funeral of other members of the teacher's family. For persons who are as close as family, a teacher may use up to three (3) accrued sick leave days per school year. Additional bereavement days may be requested through the Human Resources office and will not be unreasonably denied.
16. Article XX [new] (F): up to 15 days of domestic violence leave will be granted to eligible employees in accordance with M.G.L. c. 149 s. 52E and applicable District policy. An employee eligible for domestic violence leave may utilize sick time during the leave.
17. Article XXI (D) shall be amended creating separate paternity and maternity leave sections: maternity leave shall remain unchanged; new paternity leave language shall be created with the District allowing eligible employees up to three (3)

weeks use of sick leave [fifteen (15) days] and any personal days for paternity leave coinciding with 8 total weeks unpaid, and paternity leave to run concurrent with FMLA when eligibility is met and approved for FMLA leave. Final language to be agreed upon.

18. Article XXIV

- a. Parties agree to amend the contract and update proper outlining
- b. Parties agree to increase \$500 in section to \$600

20. Article XXXVI: EVENING PARENTAL CONFERENCES

PENDING FINAL LANGUAGE

Parental conferences will only be held at the Elementary level. These conferences will be held during the day, specifically, during the afternoon of a half-day session for students.

It is expected that Secondary teachers will stay current with PowerSchool and accommodate individual parent requests for a conference in a timely manner.

21. [New] Article XXXVII: SEI ENDORSEMENT:

To the extent that current Unit A 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.

If possible, the President of the WEA will be provided with a list, either digitally or hard copy, of each cohort of WEA members enrolled in the District based RETELL/SEI Endorsement course. Teachers 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. The District will offer a cost-free course for teachers in the event the endorsement has not been earned by 2017. Any teacher in their last year prior to re-licensure has the option of taking the Westfield offered course or going to an off-site course at the District's expense. Teachers more than one (1) year away from re-licensure must take the Westfield offered course.

22. Article V, Teaching Hours and Teaching Load, Section C shall be amended as follows:

It is recognized, however, that the proper performance of their duties may, on occasion, require personnel to work longer than the working day. Reasonable schedules and/or duties will be assigned by each building principal. The building principal may require up to two (2) Extended Days per month. These meetings shall be held on the first and third weeks of each month (except Fridays and except when the first or third week shall have three (3) working days or less) and shall not normally exceed one (1) hour in length. After school meetings which are scheduled to occur in the first or third week and are short weeks (e.g. Thanksgiving week) will be rescheduled by the principal with advance notice provided to the employees. The substance of these meetings (e.g. Staff Meeting, Grade Level Meetings, etc...) shall be determined by the building principal with input from the designated Unit A building leaders (e.g. Department Heads, Lead Teachers, etc...). These extended days should normally occur immediately following the teacher work day. However, with a unanimous vote of all Unit A members in the building, one or both of the days may precede the teacher work day. The parties agree to reopen this Paragraph (C.) of this Article (V.) of the contract should building meetings last longer than one hour on a regular basis.

23. Article XXXIX, Longevity Pay, change eligibility years (as opposed to eligibility criteria – e.g. half credit for out of district service) and increase amounts as follows:

Years of Service Completed for employees with <10 years of service by August 25, 2016	Amount	Years of Service Completed for employees with >10 years of service by August 25, 2016	Amount
14 years (in 15 th year) to 17 years	\$1,000	13 years (in 14 th year) to 15 years	\$1,000
18 years (in 19 th year) to 22 years	\$2,000	16 years (in 17 th year) to 18 years	\$2,000

23 years (in 24 th year) to 26 years	\$3,000	19 years (in 20 th year) to 21 years	\$3,000
27 years (in 27 th year) and beyond	\$4,000	22 years (in 23 th year) and beyond	\$4,000


Employees who have 26 years of Westfield criteria eligible service completed on August 25, 2016 (in their 27th Westfield credible year) shall be paid longevity of \$4,500.00 per year.

24. The Parties agree to a three year successor agreement, effective from July 1, 2016 through June 30, 2019, with the following base wage adjustments:

- 1.5% increase in base wage, effective July 1, 2016
 - value of .5 % base wage increases shall be paid out of Professional Development (PD) money. The Parties agree the District shall have the authority to spend the remaining PD money in the best interest of the District for Unit A PD. The PD Committee will still meet to review PD expenses, but it will not have a vote on the expending of money. The PD committee shall institute a one year moratorium on course reimbursements. The reduction in PD funding shall only be for the 2016-2017 school year. All changes to the Professional Development language shall be effective for the 2016-2017 school year only.
- 2.5% effective July 1, 2017
- 2.5% effective July 1, 2018

25. The Parties acknowledge and agree all other collective bargaining proposals presented in negotiations have been withdrawn.

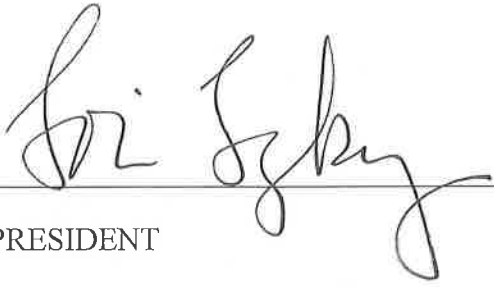
FOR THE WESTFIELD SCHOOL COMMITTEE



 CHAIRMAN

DATE: 7-26-16

FOR THE WESTFIELD EDUCATION ASSOCIATION



PRESIDENT

DATE: 7/19/16

PROCEDURES FOR VOLUNTARY DONATION OF SICK LEAVE BENEFITS

1. Donations of accrued sick leave must be in whole days, with a minimum of one (1) 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 sick and personal time) 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.
8. Donated sick days which are not used by the recipient for any reason whatsoever shall be forfeit and are not entitled to transfer to another employee nor return to the donor.

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

**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. **I understand donated but unused sick leave shall be forfeit, and I am not entitled to a return of unused time.**

Donor's Name (print):

_____ (Last, First) <http://www.cnn.com/2016/06/14/health/julianna-snow-heaven-over-hospital-death/index.html>

Donor's Social Security Number:

Donor's Department/School:

Donor's Signature:

Return Form to Human Resources Office