

AGREEMENT

Between

THE WESTFIELD SCHOOL COMMITTEE

and

THE WESTFIELD EDUCATION ASSOCIATION, UNIT D (MTA/NEA)

August 25, 2007 to August 24, 2010

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ARTICLE I
RECOGNITION

This Agreement is entered into this 18th day of June, 2007 by and between the WESTFIELD EDUCATION ASSOCIATION, UNIT D, MASSACHUSETTS TEACHERS ASSOCIATION/NATIONAL EDUCATION ASSOCIATION and the WESTFIELD SCHOOL COMMITTEE.

SECTION 1

The Committee recognizes the Westfield Education Association/Massachusetts Teachers Association/National Education Association as the sole and exclusive bargaining agent with respect to wages, hours and other conditions of employment of a unit consisting of teacher aides(paraprofessionals), media aides, instructional aides, library aides, guidance aides, resource aides, health aides, offices aides, vocational shop assistants, certified occupational assistants, physical therapy assistants, speech assistants, autism specialists, total communication specialists and autism assistants, but excluding all other employees of the Westfield School Committee.

ARTICLE II
HOURS OF WORK

SECTION 1

The work week shall consist of five (5) days, Monday through Friday, when school is in session from three (3) to eight (8) hours, depending on individual assignments.

SECTION 2

The starting and quitting time will depend on individual assignments, to meet the needs of the school system.

SECTION 3

The work year shall commence at least two (2) days prior to the first pupil day. Such attendance will be compensated on an hourly basis for time actually spent in such orientation and reasonable notice will be given in advance of the scheduled orientation meetings.

Work beyond the end of the school year as specified above will be compensated on an hourly basis for all time worked, no contractual benefits will be granted for time off during this period. Such work must be authorized by the Superintendent or his designee and will be performed on a volunteer basis by the aide. Should no volunteers come forward, the School Committee retains the right to go outside the bargaining unit.

ARTICLE III
HOLIDAYS

The following days are considered holidays and will be compensated at the employees' regular pay under the following conditions:

- A. If the holiday falls on Saturday and school is closed on Friday because of the holiday, and such holiday falls within the work week.
- B. If the holiday falls on Sunday and school is closed on Monday because of the holiday, and if the holiday falls within the work week.
- C. If the holiday falls on Monday through Friday and school is closed, and if the holiday falls within the work week.

Martin Luther King Day
Good Friday
Memorial Day
Labor Day

Columbus Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving

In order for an employee to be eligible for holiday pay, the employee must work the full regularly scheduled work day immediately prior to the holiday and also must work the full regularly scheduled day immediately after the holiday, unless excused for a bona fide reason.

ARTICLE IV
LEAVE OF ABSENCE

SECTION 1 - SICK LEAVE

Sick leave days are essentially a form of insurance protection for the employees and are a potential right to compensation that does not vest in an employee until he or she has a bona fide sickness, preventing him or her from reporting for and performing his or her duties. Abuse of the provisions of this Article will subject an employee to disciplinary action.

All employees shall continue to receive their regular compensation for absences from duty arising out of disability due to illness or personal injuries not covered by Workmen's Compensation as follows:

- A. All sick leave is to be accumulated at the rate of one and one-quarter (1¼) day(s) per month, with unlimited accumulation.
- B. An employee, upon return from a leave of absence, will retain the accumulated unused sick leave days, prior to the leave of absence.
- C. All employees will be required to complete in detail an employee absence reporting form for each absence due to illness. The parties agree to reopen negotiations on the substance

of the reporting form prior to its implementation if a majority of School Department employees, covered by collective bargaining agreements, agree to a form or reject a form.

D. In cases of merit, the Superintendent may allow sick leave beyond the above limits. The following criteria are intended to serve as a just cause standard for testing the reasonableness of School Committee action on request for additional sick leave days:

1. The aide has been employed by the Westfield Public Schools for three (3) consecutive years.
2. The illness or injury is of long-term duration.
3. The number of additional days granted will not exceed the number of days accumulated at the start of the illness, but in no event will exceed one hundred eighty-two (182) days.
4. The sex or marital status of the aide will have no basis in the decision to allow or deny the additional days.
5. Additional days will not be considered for elective surgery when it could be scheduled during the summer vacation period.
6. Elective surgery which is scheduled during the summer months and results in a long period convalescence will not disqualify an aide from being allowed additional days if the other criteria listed are met.

SECTION 2 - BEREAVEMENT

An employee shall be allowed up to five (5) days in the event of death of an employee's spouse or dependent child, and three (3) days in the event of death in the employee's immediate family or the death of a person who is as close as family, to arrange for and attend the funeral. Immediate family is defined as father, mother, sister, brother, grandparent, father-in-law, mother-in-law, sister-in-law, brother-in-law, aunt and uncle.

SECTION 3 - LEAVES

One (1) day will be allowed for religious, legal, or family matters which cannot be handled outside of school hours, with prior approval of the Superintendent. This does not preclude the Superintendent from granting additional days should circumstances warrant. A personal day under this section will not normally be considered the day before or after a holiday or vacation. Any unused personal day will be added to the employee's sick leave.

SECTION 4 - EMPLOYMENT LEGAL LEAVE

Necessary time will be allowed for appearances in any legal proceeding, connected with the aide's employment, subject to the prior approval of the Superintendent.

SECTION 5 - MATERNITY LEAVE

An employee who has completed her probationary period (three (3) consecutive months as a full-time employee) will be granted a maternity leave of absence, without pay, for a period not exceeding eight (8) calendar weeks, for the purpose of giving birth, providing she shall give at least two (2) weeks notice to the Employer of her anticipated date of departure and intention to return. She shall be restored to her previous or a similar position with the same status, pay, length of service credit and seniority, wherever applicable, as of the date of her leave.

SECTION 6 - WORKER'S COMPENSATION

- A. In the event of an injury arising out of and in the course of her employment, an aide will be paid his/her weekly salary less worker's compensation for a period up to one (1) year, with a pro-rated deduction made from the aide's accumulated sick leave.
- B. The Committee will reimburse employees for:
 - 1. any clothing or other personal property damaged or destroyed in connection with such personal injury or assault occurring in the course of his/her employment less the amount of any insurance reimbursement;
 - 2. the cost of medical, surgical or hospital service (less the amount of any insurance reimbursement) incurred as the result of any injury or assault sustained in the course of his employment.

SECTION 7 - SERIOUS ILLNESS

Aides will be granted up to three (3) days per year in the event of serious illness requiring bedside or household attention by the aide or the aide's parent, child or spouse. The total number of days available in any one (1) year to all aides under this section will be no more than the total number of full-time aides times one (1). The parties agree to reopen on this issue only during the life of this agreement for the purpose of discussing family illness days.

SECTION 8 - ASSOCIATION REPRESENTATIVES

Duly authorized association representatives shall be granted a leave of absence without loss of pay to attend Massachusetts Teachers Association and/or National Education Association conferences and conventions. The total number of days shall not exceed ten (10) days for the entire unit.

ARTICLE V DUES DEDUCTION AND AGENCY FEE

SECTION 1 - DUES DEDUCTION

- A. The Committee agrees to deduct from the salaries of its employees, dues for the Association, as the Aides individually and voluntarily authorize such deduction, and to transmit such monies promptly to such Association.
- B. No later than September 30 of each year, the Committee will provide the Association with a list of those employees who have voluntarily authorized the Committee to deduct dues. The Committee will notify the Association, monthly, of any changes in said list. Any Aide desiring to have the Committee discontinue deductions she has previously authorized, must give the Committee and the Association at least sixty (60) days written notice of discontinuance of authorization.
- C. It is specifically understood and agreed that the City of Westfield, the Westfield School Committee, its Officers and Agents, shall be saved harmless for such deductions under Section A above. For the purpose of this Article, the term "harmless" is defined as: "any monies, once transmitted by the City of Westfield, the Westfield School Committee and its Officers and Agents to the Westfield Education Association/ MTA/NEA; the City of Westfield, the Westfield School Committee and its officers and Agents, are no longer responsible for same."

SECTION 2 - AGENCY FEE

As a condition of employment during the term of this Agreement, every member of the bargaining unit who is not also a member of the Association shall pay, or by payroll deduction, shall have paid to the Association an Agency Service Fee that shall be one hundred percent (100%) of the then current rate of dues payable by a member of the said Association, exclusive of any special assessments; the Committee and the Association having hereby stipulated and agreed that the sum so payable is proportionately commensurate with the cost to the Association of collective bargaining and contract administration. Such fee so required to be paid shall be payable on or after the thirtieth (30th) day next following the beginning of employment of any such aide, or on or after the thirtieth (30th) day next following the effective date of this Agreement, whichever shall be later.

Such fee may be paid by payroll deduction if so authorized pursuant to a payroll dues deduction authorization as set forth in Article XXIX, provided, however, that such authorization shall be deemed to have effect only with respect to such sum as is herein provided.

Any other provisions of this Agreement to the contrary notwithstanding, every aide who shall have failed to fulfill the condition of employment as is herein prescribed shall be subject to immediate dismissal and shall be so dismissed by the Committee; provided, however, that such dismissal shall be effected by notice promptly issued by the Committee, or its designee, to such aide after the Association shall have notified the Superintendent that such aide has not fulfilled the condition herein prescribed. The said notice shall be sent by registered mail, return receipt requested, and shall give such aide fourteen (14) days from the date of its receipt to fulfill the said condition. Within the said fourteen (14) days, the Committee or its designee shall grant such aide such opportunity to respond to the said notice.

Whenever such aide shall not have fulfilled the condition herein prescribed within the said fourteen (14) days, the Committee shall act to dismiss him/her at its meeting next following the expiration of the said fourteen (14) days; provided, however, that the Committee need not so act if such aide fulfills the said condition prior to the date of such meeting.

The Association will indemnify, defend and hold the School Committee harmless against any suit instituted against the School Committee on account of any check-off of Association dues (Westfield Education Association, Massachusetts Teachers Association, National Education Association) or agency service fee as required under this Agreement.

It is agreed to by the Association and the Committee that such agency service fee shall be a condition of employment only for full- or part-time school day/school year employees of the Committee.

ARTICLE VI ADJUSTMENT OF DISPUTES

Should differences arise between the School Committee and the Association or its members, employed by the Committee, as to the meaning and application of this Agreement, an earnest effort shall be made to settle such differences in the following manner:

- A. Between the employee and her supervisors, to be answered within five (5) school days.
- B. Between the employee and the representative of the Association and the School Principal. If the grievance is not settled within three (3) days, it shall be reduced to writing and submitted to the Superintendent within three (3) days.
- C. Between the Association and the Superintendent or his representative, within six (6) days after the grievance is reduced to writing.
- D. Between the Association and the School Committee, within ten (10) days or at the next regularly scheduled School Committee meeting, whichever is earlier.
- E. If the dispute is not settled in the foregoing steps and it involves the interpretation, application, or claimed violation of any provision of this Agreement, then either party may, upon written demand given to the other party and written notice filed simultaneously with the American Arbitration Association, within twenty-five (25) days (after the Employer's answer in the last step or the Association's answer in the Employer's claim of violation of the no-strike pledge), submit said dispute or grievance to arbitration.

Failure to submit the grievance to arbitration within twenty-five (25) days of the answer in step 4 automatically vacates the grievance.

Should the employee have a statutory arbitration remedy open to him/her pursuant to G.L. c. 71, the employee shall elect only one method of redress and the alternative process shall be waived.

The party seeking arbitration will request a list of arbitrators from the American Arbitration Association. The parties will be bound by the current rules and procedures of said Association in the selection of an arbitrator.

The arbitration proceedings will be conducted under the rules of the American Arbitration Association. The award shall be final and binding on the School Committee, the Association and the grievant. The fees and expenses of the arbitrator shall be borne equally by the parties.

If the School Committee claims the Association has violated any provision of the Agreement, it may present such claim to the Association, in writing, and if the parties fail to settle it within ten (10) calendar days, the School Committee may submit the dispute to arbitration, under the provision of this Article.

The authority of the arbitrator shall be limited to construing and interpreting the rights of the parties under the terms of this Agreement. He has no power to amend, delete, or add to its terms. Nor shall the arbitrator render a decision which shall infringe upon any of the reserved rights and duties of the School Committee.

All expenses and fees, incurred by the arbitrator and/or the American Arbitration Association, shall be borne equally by the parties to this Agreement.

Any grievance which is not submitted within thirty (30) days of the day it arose or the date the employee knew or should have known of its existence, is untimely.

Any grievance or dispute not filed or processed by the School Committee and the Association within the time limits set forth above shall be considered as waived unless the time or period for filing or processing same has been extended or waived by mutual agreement of the parties in writing.

All time limits referenced in the grievance procedure shall exclude Saturdays, Sundays and holidays and shall include school vacation periods, unless designated otherwise.

ARTICLE VII INSURANCE AND ANNUITY PLAN

All employees covered by this Agreement who are regularly scheduled for at least twenty (20) hours of work per week shall be eligible to participate in the group insurance, medical insurance, and tax-sheltered annuity plans in force and effect from time to time for other employees of the City of Westfield.

Effective July 1, 2007 the parties agree that employees should contribute thirty percent (30%) of the HMO-Network Blue plan (individual or family), twenty percent (20%) for HMO Value Plus plan (individual or family), thirty-five percent (35%) for the HNE PPO plan (individual or family). Eligible employees who begin work on or after July 1, 2007 shall be offered two (2) options for health insurance: HNE PPO at the 65/35 percent split and HMO Value Plus at 80/20

percent split. The parties further agree that the percentage contribution will not be subject to further negotiations during the life of the agreement. A Trust account will be established for employees on HMO Value Plus for reimbursement for hospitalization (up to five hundred dollars [\$500] for individual and one thousand dollars [\$1,000] for family), the amount to be established each fiscal year upon recommendation by the City's insurance consultant sufficient to meet this obligation.

ARTICLE VIII
MANAGEMENT RIGHTS CLAUSE

The parties agree that the operation of the School Department of Westfield, the supervision of the employees and of their work, are the rights of the Committee alone. Accordingly, subject to the provisions of this Agreement, the making of reasonable rules to ensure orderly and effective work; to determine the quality and types of equipment to be used; to introduce new methods and facilities; the making of work schedules; the determination of what and where duties will be performed; and of employee competency; the hiring, transfer, promotion, demotion, layoff, recall, discipline or discharge of employees for just cause, without discrimination; and the right to discuss terms and conditions of employment with the employees and to inform them concerning employment matters are exclusive rights of the Committee.

The foregoing enumeration of the Committee's rights shall not be deemed to exclude other rights not specifically set forth; the Committee, therefore, retaining all rights not otherwise specifically restricted by this Agreement.

The exercise by the Committee of any of the foregoing rights shall not alter any of the specific provisions of this Agreement; nor shall they be used to discriminate against any member of the bargaining unit.

ARTICLE IX
NO-STRIKE

During the term of this Agreement, the parties hereto agree that there shall be no strikes of any kind whatsoever, work stoppages, withholding of services, slowdowns, or interference or interruption of the operations of the School Department by any employees or the Association.

Nor shall there be any strike or interruption of work during the term of this Agreement because of any disputes or disagreements between any other persons (or other employers or associations) who are not signatory parties to this Agreement.

Employees who violate this provision shall be subject to disciplinary action, including discharge, and any claim by either party against the other of a violation of this Article shall be subject to arbitration, as provided for on page 6 of this Agreement.

ARTICLE X
ASSIGNMENTS

Aides will be notified, in writing, of their assignment for the coming year as soon as practicable.

ARTICLE XI SENIORITY

All members of the bargaining unit shall have their seniority listed annually. Said list is to be made available to the Association and posted in each building no later than November 1 of each year.

Seniority will be calculated, using an employee's total service for the Westfield Public Schools in years, months, and days, from the most recent date of hire. Recognized leaves under this Agreement will count in the calculation of seniority. It is not the intent of this language to recognize broken service not covered by this Agreement.

Individual employees and/or the Association will have thirty (30) calendar days to verify the accuracy of the posted list. Said days to be counted from the actual date of posting.

Claims for corrections for the seniority list must be made to the Employer and the Association within the above-mentioned thirty (30) calendar days of posting, and after said time the list will be recognized as correct. Any dispute concerning an employee's seniority, if raised during the thirty (30) day calendar period, shall be processed under the Grievance Procedure as provided herein.

ARTICLE XII VACANCIES AND PROMOTIONS

All permanent vacancies shall be posted for a two (2) week prior period to their being filled, however, permanent vacancies created after October 15th in any school year may not be posted, at the discretion of the Superintendent, until the start of the next school year. The Superintendent reserves the right to fill such vacancies on a temporary basis for the remainder of the school year.

Temporary appointments will be filled by substitute aides. It is understood by the parties to the agreement that substitute aides are excluded from all of the provisions of this collective bargaining agreement, except for compensation, and sick leave earned in accordance with the terms of this agreement. After sixty (60) consecutive days worked, substitute aides will also be entitled to personal leave and bereavement leave as provided herein. Such substitute aide has the limited right to use the grievance procedure solely in those specific areas.

Aides currently employed by the School Committee, in the bargaining unit, will be given consideration for permanent positions before hiring from outside the bargaining unit.

Assignments to permanent vacancies will be based on seniority, past experience, ability and qualifications (qualifications as determined by the job description for the position).

Prior to finalization of assignment or transfer, the aide shall meet with the building principal who shall approve such assignment, consistent with the terms of this Agreement.

Substitute aides will not earn seniority for their period of service as substitute aides except that if such continuous service is immediately followed by a regular appointment to a permanent position such service will be recognized for seniority purposes.

Permanent vacancies shall be defined as those vacancies caused by retirement, death, resignation, promotion, transfer or any newly created bargaining unit position.

The Superintendent retains in his sole discretion the right not to fill any vacancy. The Association will be promptly notified of the Superintendent's intent to eliminate such vacancies.

ARTICLE XIII TRANSFERS

All requests for transfers must be received in the office of the Superintendent of Schools prior to April 1 in order to be considered for assignment changes for the following school year.

The request for transfers will be considered on the basis of vacancy in the position desired, seniority, past experience, ability and qualifications to perform the requested job. Qualifications will be determined by the job description for the position.

The Superintendent retains in its sole discretion the right not to fill any vacancy.

The Association recognizes that there are times and circumstances when an involuntary transfer of an aide must be made, the Superintendent retaining this as management's right. Provided, however, that when such involuntary transfer of an aide is made, a meeting will be held between the aide and the Superintendent or his designee.

ARTICLE XIV FACILITIES

Use of School Facilities - The aides may use school buildings, without cost, at reasonable times for meetings. Arrangements as to time and place will be made with the Principal of the building. There will be a bulletin board in each building, which will be placed in the faculty lounge(s), for the purpose of displaying notices, circulars, and other Association materials, which shall be of a non-political nature.

Aide Facilities - The following facilities will be maintained, in those locations, to the extent that space and conditions permit:

- A. An appropriately furnished room to be reserved for the use of the teachers and aides as a faculty lounge.
- B. A serviceable desk and chair for each aide.

- C. A communications system, where possible, so that aides can communicate with the Supervising Principal's office from their appointed places.
- D. A well lighted and clean adult restroom.
- E. A separate dining room for the use of teachers and aides.
- F. An adequate portion of the parking lot at the school will be reserved for staff parking.

ARTICLE XV
HALF-DAYS

On the day before Thanksgiving, or any other day when school is in session for a half-day, aides will be paid for a full day. In addition, if the aides are sent home because of any school closing, after they report for work at their regularly scheduled time, they will then receive a full day's pay.

ARTICLE XVI
ZIPPER CLAUSE

The parties acknowledge that during the negotiations that resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Committee and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right to re-open negotiations on any subject or matter covered by this Agreement, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, even though the subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. However, this will not preclude the parties from mutually agreeing to amend this Agreement at any time.

ARTICLE XVII
PAY SCHEDULES

SECTION 1

A.	PARAPROFESSIONALS				
Step	8/25/2007	1/21/2008	8/25/2008	1/26/2009	8/25/2009
1	8.33	8.33	8.50	8.59	8.85
2	9.07	9.07	9.25	9.34	9.62
3	10.12	10.12	10.32	10.42	10.73
4*	11.23	11.23	11.45	11.56	11.91
5**	12.00	12.12	12.36	12.48	12.85
6***	12.23	12.35	12.60	12.73	13.11

7****	13.09	13.22	13.48	13.61	14.02
8*****	14.08	14.22	14.50	14.65	15.09
9*****	15.14	15.29	15.60	15.76	16.23

- * After four (4) years of service
- ** After six (6) years of service
- *** After eight (8) years of service
- **** After ten (10) years of service
- ***** After twelve (12) years of service
- ***** After fourteen (14) years of service

B. CERTIFIED OCCUPATIONAL THERAPY ASSISTANTS & PHYSICAL THERAPY ASSISTANTS

Step	8/25/2007	1/21/2008	8/25/2008	1/26/2009	8/25/2009
1	22.28	22.28	22.73	22.96	23.65
2	22.52	22.52	22.97	23.20	23.90
3	22.73	22.73	23.18	23.41	24.11
4*	22.97	22.97	23.43	23.66	24.37
5**	23.66	23.9	24.38	24.62	25.36
6***	23.88	24.12	24.60	24.85	25.60
7****	24.14	24.38	24.87	25.12	25.87
8*****	24.39	24.63	25.12	25.37	26.13
9*****	24.63	24.88	25.38	25.63	26.40

- * After four (4) years of service
- ** After six (6) years of service
- *** After eight (8) years of service
- **** After ten (10) years of service
- ***** After twelve (12) years of service
- ***** After fourteen (14) years of service

C. SHOP ASSISTANTS

Step	8/25/2007	1/21/2008	8/25/2008	1/26/2009	8/25/2009
1	12.85	12.85	13.11	13.24	13.64
2	12.98	12.98	13.24	13.37	13.77
3	13.12	13.12	13.38	13.51	13.92
4*	13.24	13.24	13.50	13.64	14.05
5**	13.64	13.78	14.06	14.20	14.63
6***	13.79	13.93	14.21	14.35	14.78
7****	13.92	14.06	14.34	14.48	14.91
8*****	14.06	14.20	14.48	14.62	15.06
9*****	14.20	14.34	14.63	14.78	15.22

- * After four (4) years of service
- ** After six (6) years of service
- *** After eight (8) years of service
- **** After ten (10) years of service
- ***** After twelve (12) years of service
- ***** After fourteen (14) years of service

D. AUTISM ASSISTANTS

Step	8/25/2007	1/21/2008	8/25/2008	1/26/2009	8/25/2009
1	11.53	11.53	11.76	11.88	12.24
2	11.65	11.65	11.88	12.00	12.36
3	11.74	11.74	11.97	12.09	12.45
4*	11.88	11.88	12.12	12.24	12.61
5**	12.24	12.36	12.61	12.74	13.12
6***	12.34	12.46	12.71	12.84	13.23
7****	12.47	12.59	12.84	12.97	13.36
8*****	12.60	12.73	12.98	13.11	13.50
9*****	12.72	12.85	13.11	13.24	13.64

- * After four (4) years of service
- ** After six (6) years of service
- *** After eight (8) years of service
- **** After ten (10) years of service
- ***** After twelve (12) years of service
- ***** After fourteen (14) years of service

E. AUTISM SPECIALISTS, SPEECH ASSISTANTS, TOTAL COMMUNICATION SPECIALISTS

Step	8/25/2007	1/21/2008	8/25/2008	1/26/2009	8/25/2009
1	14.90	14.90	15.20	15.35	15.81
2	15.41	15.41	15.72	15.88	16.36
3	15.92	15.92	16.24	16.40	16.89
4	16.43	16.43	16.76	16.93	17.44
5	17.29	17.46	17.81	17.99	18.53
6	17.86	18.04	18.40	18.58	19.14
7	18.44	18.62	18.99	19.18	19.76

SECTION 2

Employees who are required to possess a Bachelor's Degree, in accordance with the job description on file with the office of the Superintendent of Schools, shall receive an additional stipend of one thousand, one hundred dollars (\$1,100) annually. This stipend shall be payable in two (2) equal installments, one (1) payment effective December 1st and one (1) payment effective May 1st.

Only employees who are in the active employ of the School Department at the time the wage increases are implemented shall be entitled to the increases provided in this Article.

ARTICLE XVIII REDUCTION IN FORCE

SECTION 1

Within ten (10) days from the decision of the Superintendent to effect a reduction in force, the Superintendent or his designee shall provide a written notice to the employees who are to be affected by said layoff or reduction in force. Said notice shall state the reason for the reduction.

SECTION 2

In the event that it becomes necessary to reduce the number of employees in the bargaining unit, the Superintendent will consider ability, qualifications and seniority.

- A. When the factors that constitute ability and qualifications are relatively equal, seniority shall prevail. In cases of equal seniority, a lottery system will be used to resolve the issue.
- B. Qualifications - means that the employee has on file with the office of the Superintendent documentation that he/she has the training and experience required by the job involved, as specified in the most recent job description and/or posting.
- C. Ability - means the physical and mental capacity for the job.

SECTION 3

The laid off employee, or the employee whose position is eliminated, shall, given the required ability and qualifications:

- A. Be transferred to an open position for which he/she is qualified.
- B. Replace an employee with the lowest seniority in the bargaining unit.

SECTION 4

In all instances of bumping, an employee must have the ability and qualifications to perform the job requirements of the position involved, or bumping rights will be lost and the affected employee will be laid off.

SECTION 5

Individuals laid off will have, from the effective date of layoff, a maximum two (2) year right of recall for any openings within this bargaining unit, but in no event will such recall period be greater than the length of service of the aide. The School Committee will notify the laid off individuals within the recall period, by certified mail, of any openings for which they are qualified. Recalled employees shall be given credit for all full-time prior service with the Westfield School System, providing they accept a recall to work within the recall period.

SECTION 6

All benefits, provided in accordance with seniority, to which a bargaining unit employee was entitled at the time of layoff, shall be restored upon re-employment within the recall period as provided. Benefits earned will be on the same basis as employees of similar status.

SECTION 7

Laid off employees may continue group health and life insurance coverage during the recall period, as provided by the School Committee to members of the bargaining unit, by reimbursing the City Treasurer for full premium costs, provided it is permissible under the conditions of the carrier. Failure to forward premium payments to the City Treasurer or refusal to return to employment upon recall will terminate this option.

SECTION 8

Bargaining unit employees on layoff will be given consideration for substitute work that they are qualified for and available to perform.

SECTION 9

Recalls will be inverse order of the layoff, provided the employee then has the qualifications and ability to perform the work available.

SECTION 10

Any employee who, without a valid reason, declines a recall offer for a position for which the employee is qualified will be considered a voluntary resignation and satisfy all School Committee obligations under this Agreement. The Superintendent will in his discretion

determine the validity of all denials. Failure to respond to a recall within fourteen (14) calendar days of the receipt of the recall letter will be considered a declination.

SECTION 11

Laid off employees will continue to accrue seniority under Article XI during the recall period.

SECTION 12

In the event a person employed as a certified occupational assistant or an autism assistant is subject to layoff, such employee shall not be entitled to any bumping rights specified in this article. Nothing herein shall preclude such employee from applying for or transferring to any open position, subject to the provisions in this agreement, for which he/she is qualified.

ARTICLE XIX
EVALUATION PROCEDURE

Each employee will be evaluated once annually unless additional evaluations are deemed warranted by their immediate Supervisor prior to March 31st. If the aide is directly supervised by a teacher/instructor, the Supervisor will consult with him/her as part of the evaluation process. In addition, each employee shall receive at least one (1) evaluation during their first six (6) months of employment. Each evaluation will include a post-evaluation conference between the employee and the supervisor to be held at a mutually agreeable time. After conference, the employee shall sign the report within five (5) working days, at which time the evaluation will be placed in the employee's personnel file, and a copy provided to the employee. The employee's signature does not necessarily indicate agreement. A follow-up conference will be held, if necessary. The evaluation process and reporting form shall be open to review by the parties. Such review will be held upon receipt of a written request from either party, notwithstanding the provisions of the Article XVI.

ARTICLE XX
SEVERANCE PAY

An aide, upon retirement or his/her estate upon his/her death will be paid for accumulated unused sick leave days up to a maximum of forty-five (45) days.

ARTICLE XXI
LIABILITY INSURANCE

Liability Insurance now in effect or similar insurance shall be provided for the aides.

ARTICLE XXII
LONGEVITY PAY

Employees will be paid an annual longevity payment at the end of the School year based upon complete years of service to the Westfield Public Schools as of their anniversary date, as follows:

15 - 19 years -	\$ 900.00
20 or more years -	\$1,250.00

ARTICLE XXIII
VACATION

Members of the Association shall be eligible for vacations as follows, except as provided below:

- A. All permanent employees completing five (5) years of service shall be eligible for one (1) week's vacation.
- B. All permanent employees completing eight (8) years of service shall be eligible for two (2) week's vacation.

Vacation pay shall be paid as follows: All employees eligible for two (2) weeks vacation shall receive the equivalent of one (1) week's pay in April and the equivalent of one (1) week's pay at the end of the school year. Those employees eligible for one (1) week shall receive the equivalent of one (1) week's pay at the end of the school year.

ARTICLE XXIV
PROFESSIONAL DEVELOPMENT

The Committee shall provide to the employees one-half (½) day during the school year to promote the professional development and training of staff. Employees will be given a minimum of one (1) workweek's notice regarding the activities on in-service days.

ARTICLE XXV
DURATION OF CONTRACT

This Agreement shall continue in full force and effect from August 25, 2007 - August 24, 2010. The Parties agree, no later than January 1, 2010, to enter into negotiations for a successor agreement, to be effective on August 25, 2010.

If negotiations for a successor agreement are not completed by August 25, 2010, the provisions of this Agreement will remain in full force and effect until said successor agreement is executed.

WESTFIELD SCHOOL COMMITTEE

_____ Date_____

WESTFIELD EDUCATION ASSOCIATION, UNIT D, (MTA/NEA)

_____ Date_____

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