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#### Contract Database Metadata Elements

Title: **Westbury Union Free School District and the Westbury Teachers Association (WTA), (2009) (MOA)**

Employer Name: **Westbury Union Free School District**

Union: **Westbury Teachers Association (WTA)**

Local:

Effective Date: **07/01/09**

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MEMORANDUM OF AGREEMENT  
BY AND BETWEEN  
THE WESTBURY UNION FREE SCHOOL DISTRICT  
(THE "DISTRICT")  
AND  
THE WESTBURY TEACHERS' ASSOCIATION  
(THE "ASSOCIATION" OR "WTA")

The parties' representatives agree to continue all terms and conditions of employment set forth in the 2004-09 collective bargaining agreement between the Westbury Union Free School District and the Westbury Teachers' Association, except as expressly amended herein. Precise contractual language to be agreed upon the parties:

1. The terms of the new contract shall be July 1, 2009 through June 30, 2014. All appropriate dates in the contract will be revised to reflect the duration of the successor agreement.
2. Article I- "Recognition and Dues Deduction"- add "Occupational Therapists" and "Pre-K" as per MOA of 12/11/08.
3. Article VI- "Other Leaves of Absence"
  - 3.1 Add language which states that teachers shall be able to take child care leave of up to two years per child, to a lifetime maximum of the six years, provided that the teacher returns for at least one full academic year during the six years.
4. Article VII- "Teacher Work Day"- remove "F"
5. Article IX- "Teacher Programs"
  - 5.1 Change C from 150 minutes to 200 minutes.
  - 5.2 Change B-3 as follows:
    - 5.21 Effective February 1, 2010, change 1/1200<sup>th</sup> to 1/1500<sup>th</sup> for those who earn \$90,000 per year or more.
    - 5.22 Add language that states that any teacher earning less than \$90,000 per year who teaches a sixth period will receive 1/1200<sup>th</sup> for such period, capped at \$10,000 per year, prorated for the first 4 years of the agreement. The cap shall be increased to \$11,000 beginning July 1, 2013. The \$10,000 cap amount will become effective on February 1, 2010.
    - 5.23 Add language that states that sixth periods will be offered on a rotating basis to teachers whose prior year's summative evaluation was rated as "satisfactory."
    - 5.24 Add language that states that the department chair shall only be scheduled for a sixth period when no other department member applies or if the department chair has particular expertise related to

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the class. Such assignments shall be subject to the approval of the Assistant Superintendent for Curriculum and Instruction.

5.3 Add the following to Section "I." "Effective in the 2009-10 school year, there shall be one additional clerical half day and one additional Articulation/Professional Development half day during the last week of school." Plans for the articulation/professional development half day shall be submitted to the Superintendent for approval by the building administrator no later than April 15<sup>th</sup> of each school year."

6. Article XI- "Protection of Teachers"

6.1 Change the language to allow that each teacher "Off Cycle" shall be subject to being observed and evaluated one time each year. If the observation is rated as "unsatisfactory", a second observation shall be permitted.

6.2 The "piloted" observation form developed between the District and the WTA will become the new observation form.

6.3 The remainder of the procedures for observation and evaluation shall remain the same.

6.4 These change will also be reflected in the APPR.

7. Article X- "Association Building Representative"

7.1 Change "A" from seven (7) to ten (10) days.

7.2 A side letter which shall state that the District and WTA will continue to explore providing release time for the WTA president and vice-president.

8. Article XV- "Compensation"

8.1 "A" – adjust percentages so that the salary schedules shall be increased by 2.5% for the period July 1, 2009 through June 30, 2010, retroactive to July 1, 2009 and 3% in each of the subsequent four years.

8.2 Change the dates in the clause to reflect the same.

8.3 Increase all extra compensation schedules by 2.5% in the 2009-10 school year, retroactive to July 1, 2009 and by 3% in each of the subsequent four years.

8.4 Add to "F" Horizontal movement on the salary schedule shall occur once a year effective September 1<sup>st</sup>.

9. Article XVIII- "Grievance Procedure"

9.1 Add language which provides that, in this and subsequent contracts, if the district overturns one advisory arbitration award during the term of any given contract, arbitrations for the remainder of the term of that contract shall be binding rather than advisory.

9.2 Add language that provides a list of 5 arbitrators, the list to be developed between the District and the WTA.

9.3 This provision will not be retroactive, and will not go into effect until the new collective bargaining agreement is ratified by both parties, and will exclude any current arbitrations.

10. Changes to Schedule C as attached.

11. The following Memorandums of Understanding shall be included in the contract:

11.1 Child Care Leave MOA dated 3/28/06

11.2 Side Bar Agreements dated 12/11/08.

- Article I- Occupational Therapists and Pre-K
- FMLA
- Child Care Leave
- Hold Harmless Agreement

11.3 Melanie Chin MOA dated 12/20/07

11.4 Summer hours (6 working hours, 8 am-2 pm if working through lunch)

11.5 In the event of any difference between the aforementioned Memorandums of Understanding and this Memorandum of Agreement, the terms of this Memorandum shall govern.

12. Any references in this memorandum of agreement or in Schedule C regarding Summer School principals, shall not represent a waiver of either side's position on disputes regarding the entitlement of teachers to such positions.

This memorandum of agreement is subject to the ratification of the members of the Association and the approval of the Board of Education of the District.

Dated: Westbury, New York  
November 17, 2009

For the District:



For the Westbury Teachers' Association

