



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Westbury Union Free School District and Westbury School Related Professionals Association (2007) (MOA)**

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

Union: **Westbury School Related Professionals Association**

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

Expiration Date: **06/30/13**

PERB ID Number: **6499**

Unit Size: **148**

Number of Pages: **30**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

A10 / 6499

WESTBURY PUBLIC SCHOOLS
Westbury, New York

7/1 6/30
2007-2013

AGREEMENT BETWEEN

WESTBURY SCHOOL RELATED PROFESSIONALS ASSOCIATION

AND THE

BOARD OF EDUCATION

Of the

Westbury Union Free School District the Board of Education of Westbury Union Free School District, Town of North Hempstead, Nassau County (hereinafter referred to as the "Board").

148

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 - PREAMBLE.....	1
ARTICLE 2 - RECOGNITION.....	1
ARTICLE 3 - RIGHTS OF THE ASSOCIATION.....	1
ARTICLE 4 - ACCOUNTABILITY.....	3
ARTICLE 5 - EMPLOYEE RIGHTS AND WORKING CONDITIONS.....	4
ARTICLE 6 - SALARIES.....	13
ARTICLE 7 - FRINGE BENEFITS.....	14
ARTICLE 8 - TEACHER ASSISTANTS.....	16
ARTICLE 9 - EDUCATION INCENTIVE.....	16
ARTICLE 10 - GRIEVANCE PROCEDURE.....	17
ARTICLE 11 - DURATION.....	19
ARTICLE 12 – TAYLOR LAW.....	20
APPENDIX A – SALARY SCHEDULES	
APPENDIX B – MEMORANDUM OF AGREEMENT MARCH 18, 1999	

ARTICLE 1- PREAMBLE

The Board of Education of the Westbury Union Free School District, of the Town of North Hempstead and the Westbury School Related Professionals Association (hereinafter, the "Association") recognize a common responsibility for the improvement of the quality of educational services provided to the students and community.

Both parties recognize that they can best attain their common objectives and discharge common responsibilities through mutual consultation and making mutually acceptable decisions in matters of common concern.

Therefore, this agreement is made and entered into effective this first day of July, 2007, by and between the Association and the Board of Education of Westbury Union Free School District, Town of North Hempstead, Nassau County (hereinafter referred to as the "Board").

ARTICLE 2 - RECOGNITION

The Board hereby recognizes the Association as the exclusive representative of teacher aide/teacher assistant personnel of the District, as such term is hereinafter defined, for collective negotiations and the administration of grievances. The term "teacher aide personnel" shall include all classroom aides, library aides, office aides, school monitors, bus matrons, special class teacher aides, home school aides, safety aides, community aides, computer proctor aides, teacher assistants, and any other school aide assignment through the life of this contract.

ARTICLE 3 - RIGHTS OF THE ASSOCIATION

3.01 Check Off of Dues

During the time the Westbury School Related Professionals Association is recognized as the representative of the unit members, as provided in Article II, the Board shall deduct from the salaries of its employees dues for the Association upon presentation to the Board of individual written authorizations, which authorizations shall be in effect until the following June 30th, if not revoked during that period and shall be automatically renewable for another year unless written notice revoking the said authorization is given to the Board by the individual employee prior to June 30th. The deductions shall be made in twenty-two (22) installments in accordance with the payroll dates commencing with the first pay period in September. The dues deduction authorization form shall be prepared and distributed by the Westbury School Related Professionals Association and shall contain a clause that the employee waives all rights and claims for the monies deducted and transmitted and relieves the Board or any of its officers from any liability therefor. The Board shall transmit the monies so collected within five (5) school days of the installment dates to an officer and at a place designated by the Association in writing. Any authorizations presently on file with the Board shall

be revoked upon the presentation to the Board of the dues deductions forms, properly executed by the employee, and the most recent form shall be deemed the authorization of the employee.

The Board shall deduct from the salary of any employee who is included in the unit described in Article II, but who is not a member of the Westbury School Related Professionals Association an amount equivalent to the dues payable by a member of the Westbury School Related Professionals Association and that said deduction shall be made in equal installments, not to exceed twenty-two (22) installments. The Board shall transmit the money so collected to the Association.

The Association agrees to indemnify and hold the Board harmless from any loss or expense arising from any action or claim against the Board because of the implementation of the Agency Shop Law (Civil Service Law, Sec. 208-3 (b)) pursuant to this agreement. This indemnification shall include, but is not limited to, losses arising from a determination that the Agency Shop Law is unconstitutional, and from claims of employees alleging unlawful deductions from salaries under this agreement and losses incurred in the event that the Association's refund procedure is challenged. It is understood that in lieu of payment of counsel fees, the Association shall provide attorneys to defend the District, should it become necessary.

In the event that any non-member of the Association shall question the right of the Association to the expenditure of his or her portion of any part of any agency shop fee deduction which represents the employee's pro-rata share, if any, of expenditures of the organization in aid of activities or cause of a political or ideological nature only incidentally related to terms and conditions of employment, such objection shall be made, if at all, by the objector individually notifying the Association President and Treasurer of his or her objection by registered or certified mail, during the period between September 1 - 15 of each year, for agency fee monies deducted in the prior year, in accordance with the provisions of Section 3b of Section 201 of the Civil Service Law, as amended.

3.02 Professional Conferences and Association Activities

- A. The Westbury School Related Professionals Association has the right to the use of the school facilities for Association meetings, only after duty school hours.**
- B. No member of the Association shall be penalized in any way for participation in the activities of the Association, so long as those activities are within the law and regulations of the State of New York and the agreed upon regulation of this School District.**
- C. Recognizing, as they do their respective responsibilities for the education of the children of the community, the parties accept their obligation during the term of this agreement to assure the uninterrupted operation of the school system as set forth in the Public Employees Fair Employment Law of 1969.**

3.03 Job Positions and Promotions

1. The Superintendent will send to the Association written notice of all vacancies for unit members, when known, for posting in each school.
2. Notices of vacancies will be listed in all schools promptly upon knowledge that said vacancy will exist and in no event later than six (6) days before the close of applications.
3. The posting will include a description of the duties of the assignment, the qualifications required, and the compensation.
4. Final decisions will be made by the Superintendent of Schools, based upon district-wide needs of the education program. Promotions will be made in accordance with Civil Service Regulations.

3.04 The president of the Association shall receive three (3) one-half hours release time per week to be used for Association business.

3.05 Policy

- A. The Board agrees that it shall not alter, modify or change existing policy nor shall it enact new policy which may affect compensation, hours or other terms and condition of employment not covered by this agreement without first notifying the Association, in writing, of its intention thereof.
- B. The Board agrees to enact all necessary policy and cause to be promulgated all necessary administration regulations required to give effect to the terms of this agreement.

ARTICLE 4 - ACCOUNTABILITY

Student Achievement

If there is validity to the premise that student achievement is related to per student costs, it is recognized by both parties to this contract that a disparity exists between student achievement and per student costs in the Westbury Union Free School District, as compared to other Nassau County school districts. In particular, per student costs have consistently exceeded the average for the County, whereas student achievement has been considerably below the average of the County.

The needed improvement in student achievement must occur as a result of improved policies, resources, allocation, curriculum changes and greater performance improvement on the part of students, parents, teachers, unit members, administrators and school board members.

Student achievement is a measure of the average ranking of the District compared to other districts in Nassau County for those standardized tests for which rankings are available for Nassau County. Such standardized tests include Pupil Evaluation Progress, Metropolitan Achievements Tests, Regents Examinations and Regents Scholarship Examinations, and other standardized tests developed and implemented by the State Education Department.

The parties agree to accept as a moral commitment that a goal to be striven for is to perform aide duties in a manner that will assist teachers to bring student achievement to at least the 25th percentile in the County during the life of this contract.

The foregoing provisions may be supplemented by a study to be made by a consultant. Both the Association and the District will cooperate in assisting the consultant in a study of the problem of student performance. The recommendations made by the consultant will not be binding on either party, but will be given due consideration and weight. In any event, however, the parties will proceed as above outlined with their efforts to achieve improved student performance without any delay, and independent of the study by the consultant.

ARTICLE 5 - EMPLOYEE RIGHTS AND WORKING CONDITIONS

5.01 Annual Work Schedule and Duties

- A. Full-time and part-time, non-professional contract employees shall work a ten (10) month school year, with the exception of two positions that will be filled on a twelve (12) month calendar. The work year for unit members who work a ten (10) month school year shall be the teacher's work year. The positions of security aide and security aide supervisor may be considered a twelve month position.
- B. The scheduling of the work of any member of the operational unit shall be at the discretion of the district, and dependent upon the times when such services are needed by the district. It is assumed that operational employees with similar duties will not necessarily work on the same schedule.
- C. Twelve month teacher aides will work the teacher aide calendar from the first day of school in September to the last day in June of each year. The twelve month unit members will also work during the months of July and August on all days that district offices are open.
- D. The twelve month unit members shall follow the teachers' calendar from the first day of school in September until the last day of school in June. The community aides

shall work all days that school is open during the months of July and August. Any days prior to July 1 not included in the teachers' calendar shall be left open to the District as to the need of the services of the community aides and they shall be compensated on a per diem basis at one and one half (1½) times their regular rate of pay.

5.02 Work Day

- A. Under normal conditions the work week for full-time members will be thirty (30) hours consisting of six (6) hours per day, exclusive of lunch time, five (5) days per week, Monday to Friday, including a fifteen (15) minute break daily, inclusive for all Group I employees.
- B. Under normal conditions the work week for part-time members will not exceed twenty (20) hours, consisting of four (4) hours per day, exclusive of lunch time, five (5) days per week, Monday to Friday when students are in session, for all Group II and Group III employees.
- C. Effective July 1, 1995, unit members who work beyond the regular school day shall be compensated at time and one-half of their hourly compensation for each such hour or fraction, thereof.
- D. Under normal conditions the work week for all safety aides will be forty (40) hours consisting of eight (8) per day, exclusive of lunch time, five (5) days per week, Monday to Friday, including a fifteen (15) minute break daily.
- E. Under normal conditions, the workday for twelve month teacher aides during the teacher aide calendar year shall be eight (8) hours, normally between 8:00 a.m. and 4:00 p.m.
- F. Effective February 1996, the position of computer proctor aide shall become a twelve month position.

5.03 Calendar

The work year for unit members shall conform to the Teachers' calendar as negotiated.

Any deviation from the calendar, except for the closing of school because of inclement weather or other emergencies, shall be subject to consultation with the Westbury School Related Professionals Association. All employees shall be paid if school is closed because of inclement weather or other emergencies.

5.04 Professional Conferences

Application for anticipated absence for conferences must be filed with the Superintendent of Schools. Approval for absence for this purpose is subject to approval by the Superintendent of Schools and the Board of Education.

5.05 Transfers

Since each employee is employed by the Westbury School District he or she may be reassigned to any job in his or her field of work or to any building when such assignment shall be in the best interests of the school district. In the event that a vacancy occurs or an additional unit position is created, the Association President shall be notified. Notice of such vacancy shall be posted in each building. Unit members seeking a transfer shall notify the Assistant Superintendent for Business and Management Services in writing, with a copy to the building Principal. Transfers shall be based upon seniority in the District, performance and attendance. Where other factors are equal, seniority shall govern. Notwithstanding the foregoing, the parties agree that circumstances may warrant considering factors in lieu of or in addition to seniority. In such cases, the Superintendent of Schools shall make the decision regarding transfers or vacancies, and shall provide a written statement to the Association setting forth the justification for considering factors in lieu of or in addition to seniority. If the Association disagrees with the justification, the Superintendent shall meet with the Association President to discuss the matter.

5.06 Seniority and Fair Dismissal

- A. All employees who are appointed from a Civil Service list are afforded the protection of Section 75 of the Civil Service Law. All non-competitive class employees having been employed for one or more years shall be subject to disciplinary action for incompetency or misconduct pursuant to the procedure established in Section 75 of the Civil Service Law.

The seniority of employees, both full time and part time, shall be based on their date of original employment. Where layoffs may be required, the least senior employees shall be first laid off, providing the residual more senior employees can fully and adequately perform the jobs of any less senior employee who may otherwise be laid off. Thus, as a general rule, seniority shall be observed except where job skills, experience, training, ability and the like require exceptions to seniority.

- B. The following dismissal procedures shall apply to all teacher aides:

1. The Association and the Board of Education agree that thirty (30) days notice shall be given in all cases of resignation or termination of services. This will not apply for state and federally funded positions which are eliminated by the state or federal government.

2. The teacher aide shall receive from the administrator and/or his immediate supervisor, candid appraisal of his or her work and assistance with his or her problems; the Board of Education requires such supervisory assistance.

3. A teacher aide shall be advised of the deficiency in his or her performance and duties in his or her supervisory reports and given reasonable time to make his or her performances satisfactory.

4. Should a teacher aide be under consideration for termination because of deficiency in performance and duties, a conference will be held by the Superintendent with the aide prior to the aide's administrator and/or her immediate supervisor making a formal recommendation for termination.

- C. The parties agree to form a joint committee of two (2) administrators and two (2) unit members to develop an evaluation procedure to be implemented beginning September, 2008.

5.07 Time Off During Working Hours

- A. Every unit member shall be entitled to and shall be assigned to a lunch period not to exceed one (1) hour in length.
- B. Each Group I employee shall receive a fifteen (15) minute break each day.

5.08 Absence and Leave

- A. This district will allow a maximum sick leave of one and a half days per month, up to fifteen (15) days per year for both full time and part time employees with no limit on the number of days accumulated. Part time service will be counted back to September 1, 1973. Each employee may draw on his cumulative sick leave when the number of days allotted to him/her for the year has been exhausted.

When an employee is absent 4 or more consecutive days on which he or she is assigned to work, the District may require the employee to furnish a doctor's note.

In the event of any absence immediately before or after a holiday or vacation, the employee will receive a memo after the first occurrence. Beginning with the second occurrence, the employee must provide a doctor's note. It is understood that this provision is not to be construed as a license to take off one day per year immediately before or after a holiday or vacation.

Employees will be paid for sick leave up to the limit allotted each year, no matter what time of the work year the sick leave is required. If the employee leaves the district prior to the end of the work year and has used up sick leave at a rate greater than one and a half days per month, then the employee must reimburse the district for any excess payment of sick leave.

For the initial month of employment, work for more than half of the working days in that month will be required for sick leave credit for that month.

Sick leave will be credited to employees who are in their first year of service at the rate of one and one half days per month.

- B. All current or accumulated sick leave days may be taken with pay for personal illness. For so long as an employee is confined to his own local residence, or to a local hospital or institution for treatment, no doctor's certificate will be necessary as proof of illness. Immediately after return from absence, the employee shall complete a personal statement form as to reason for absence.

When an employee sojourns to places remote from Westbury for convalescence, the Board reserves the right to request regular reports from the physician as to the condition of health of the employee and as to the probable date of his clearance to return to his job.

- C. A maximum of two personal days may be allowed annually for personal business; which business must be such as cannot be scheduled for a time other than during work hours. This leave shall be cumulative. Personal leave shall not be used to extend vacation periods. Personal days which are not used by June 30 of any school year shall be credited to the employee's sick leave credits.

Personal leave shall not be used to extend vacation periods or holidays. Requests for leave immediately before or after vacation periods or holidays must be accompanied by a statement of general reasons such as, but not limited to, "legal", "religious", "emergency", or "family obligations".

- D. The sick leave days provided in this article may be used without loss of salary or benefit for personal illness, illness in the immediate family, attendance at the funeral of a relative or friend as close as a relative or for bereavement of a relative or such friend.

The term "immediate family" shall consist of spouse, child, or resident stepchild, parent, resident stepparent, or other who may be of equally close relationship even though not a blood relative.

- E. Time taken by the employee for the observance of religious holidays shall be deducted from the number of annual approved sick leave days.
- F. Employees who leave the services of the Westbury Schools before the completion of a full calendar year of work and who shall have used more than one and one-half days per month of approved leave shall, have deducted from the final pay check, reimbursement to the school district for the excess days used at the per diem rate of 1/200 of the annual wage for ten month employees. Accumulated sick leave will have no cash value would any remain upon termination of service.
- G. An employee required to serve on a jury shall do so without loss of pay for time so lost from regular employment. The District will pay the employee the differences between his jury and his regular school salary. The employee must furnish a copy of jury duty notice to the Superintendent or his/her designee prior to the absence indicating when this obligation is required.
- H. Personnel who must be absent shall notify their immediate supervisor on the day prior to absence and except in case of emergencies on the morning of illness, not later than one (1) hour before the starting time of the job.
- I. Personnel on sick leave shall, on the day prior to return, notify their immediate supervisor of their intention to return to duty. Should an employee not give such notice and both his substitute and himself report for duty, the substitute shall be allowed to work no less than one half day and the salary of the regular employee shall be docked accordingly.
- J. Effective with the commencement of the 1978-79 school year, a "Sick Leave Fund" shall be established for all unit members who have completed two (2) years of service. Upon the establishment of the Fund, and on the commencement of each school year thereafter, one day from the annual sick leave entitlement of each unit member covered by the Fund shall be deducted therefore and applied to the said Fund. The annual deduction shall continue until the Fund accumulates a number of days equal to three (3) times the number of unit members covered by this Fund. During the period of accumulation and thereafter the use of the Fund for the purposes hereinafter set forth may be made but only to the extent of the number of days available in the Fund.

In the event that the Fund is reduced by the use of the days accumulated therein to less than two hundred and twenty-five (225) days, then at the commencement of the school year immediately following such occurrence and, if necessary, at the commencement of each succeeding school year, a further deduction of one day from the annual leave entitlement of each unit member covered by the Fund shall be made

until the Fund exceeds two hundred and twenty four (224) to the extent resulting from a uniform annual deduction.

The said Fund may be drawn upon by a unit member who has completed three (3) years of service in such manner, extent and under such circumstances as may be determined by the Association. Each month the Association shall send the District business Office a written statement directing payment out in the Fund as determined by the Association.

Except as provided in subparagraph (1) above, the Board shall not be obligated, for any additional paid sick leave in excess of the number of days accumulated in the Fund as herein provided.

K. Effective July 1998, Association members who are employed during the summer programs shall receive one additional sick day per year.

L. Vacation:

All unit members employed on a twelve (12) month basis shall be credited with vacation as follows:

During the first five (5) years of employment unit members shall receive one (1) week of paid vacation. After five (5) years of employment unit members shall receive two (2) weeks of paid vacation. After ten (10) years of employment unit members shall receive three (3) weeks of paid vacation.

5.09 Personnel Files

Upon the request of any employee covered by this contract, such employee shall be permitted to examine his or her personnel file.

No material shall be placed in an employee's personnel file unless that employee has had an opportunity to read the material. The employee shall acknowledge that he or she has read such material by affixing his or her signature to the actual copy to be filed with the understanding that such signature merely signifies that he or she has read the material to be filed and does not necessarily indicate agreement with its content.

The employee shall have the right to answer any material filed and his or her answer shall be attached to the file copy.

Any education course completed with credit given by the school attended will be rated in the file of the employee upon receipt of a transcript of official letters from the school. This will include in-service courses.

5.10 Safety Practices

The parties recognize the necessity of following good safety practices in all job classifications. The Board will provide adequate equipment and maintain both equipment and working conditions in a safe manner. Any condition which is felt to be unsafe shall be reported to the Administration, promptly investigated and corrections made where required.

5.11 Medical Examinations

- A. The Board shall require that each new employee covered by this contract shall be expected to have a physical examination before he or she begins employment, including a chest x-ray or other proof of freedom from T.B. as determined by medical test. All costs of such pre-employment examination are to be borne by the Board if done by a school doctor. The Board shall pay eighteen (\$18.00) dollars to the employee who uses his/her own physician for his/her examination.
- B. All employees shall have an examination of the type described in paragraph "A" of this section no less than once every three years. Costs of this examination are to be borne as described in paragraph "A".
- C. Any unit member whose physical condition or level of illness, or absenteeism is such, in the opinion of school authorities, as to seriously interfere with services to the school system or to jeopardize the health or safety of pupils or other staff, may be required to have a special physical examination by a physician appointed by the Board within thirty (30) days of such request.
- D. In case of any unsatisfactory health examination report, consultation shall be held between the Superintendent, district physician, and the employee as to steps to be taken to foster and to protect the interests of the employee, the pupils, and the Board of Education.

5.12 Protection of Employees

If an assault on an employee occurs during working hours and which said assault is not due to the employee's own fault or neglect, and results in a loss of time, the employee shall be paid in full for lost time through the life of this contract. Any Workmen's Compensation benefits due to employee during this period shall be paid to the School District to the extent of the amount paid out by the District.

5.13 Substitute Coverage

It is recognized that occasionally an employee or employees may be absent from a group assignment. In such event, the Administration will attempt to promptly provide substitute coverage for such absence(s). Should such coverage not be available it is further recognized that the remaining group of employees may be required to work additional hours for which they will be paid or may have their regular job duties postponed so that necessary services may be provided.

5.14 Workers' Compensation

- A. All employees covered by the contract shall be protected under the Workers' Compensation Law of New York State.
- B. An employee who is injured in the course of his employment with the Westbury Public Schools and is receiving weekly compensation as provided by the New York Workers' Compensation Act, shall be granted sick leave benefits commencing with the day following such injury and continue within the life of this contract for the length of the injury as determined by the School Medical Examiner or the termination of the case through a settlement by the Industrial Board, whichever is earlier. Such employee shall receive as sick leave benefits, in addition to the weekly compensation provided by the New York Workers' Compensation Act, the difference between his/her base pay and weekly compensation.
- C. Employees will provide reasonable medical documentation with sufficient specificity regarding condition, treatment, prognosis and limitations, as requested by the District in connection with any Workers' Compensation leave exceeding four weeks.
- D. No days shall be deducted from the employee's eligible sick leave for such injury.
- E. Days shall be deducted from employee's sick leave beginning with the date due to return according to the recommendation of the School Medical Examiner.

5.15 In-Service Training

- A. The Board will provide and each new employee will be expected to engage in any in service training programs related to his/her responsibilities in the school system. The Board will, upon recommendation of the Superintendent, organize and/or approve certain training courses. Notices of in-service courses will be posted as received.

5.16 The Board shall furnish annually each member of the Association with a record of his or her years of service in the District.

5.17 Employee Sign In and Identification

- A. All employees shall wear a District-issued identification card at all times.
- B. All employees shall initial a "sign-in/sign-out" sheet upon arriving to commence the work day and upon leaving to complete the work day. If leaving or returning to the building during the work day, employees shall also indicate the time of departure and/or arrival.

5.18 Distribution of Contract

Copies of this agreement shall be duplicated at the expense of the Board of Education and distributed to all unit members now employed or hereafter employed by the Board.

Copies of this agreement to be distributed within 30 days of agreement on final language.

5.19 Replacement Provision

This agreement shall supersede any Board policy, by-law, administrative rule or regulation or practice which shall be contrary or inconsistent therewith. The terms contained in any individual agreement heretofore in effect, which may be contrary or inconsistent, shall not prevail. Any contract hereafter made with individual employees shall be made expressly subject to the terms of this agreement.

ARTICLE 6 - SALARIES

6.01 - Salary Schedule

Salaries for teaching aides and teaching assistants will be paid according to the salary schedules found in Appendix A.

6.02 Method of Payment

Salary payment for all full time employees will be made on every other Friday, commencing with the second Friday in September. If, during the life of this contract, a district-wide change in the method of payment is being planned, the Association will be consulted.

6.03 Service Beyond Regular School Day

Effective July 1, 1995, unit members who work beyond the regular school day shall be compensated at time and one-half of their hourly compensation for each such hour or fraction, thereof.

6.04 Pro-rating of Salaries

A two hour aide on becoming a four hour aide shall be paid the same hourly rate earned as a two hour aide. A two or four hour aide on becoming a full time aide shall be paid his/her two or four hour hourly rate times 6 (for 6 hours) times the number of days in the Teachers' calendar, as negotiated, as his/her annual salary for the full time position.

6.05 Longevity Payments

Members of the Association who complete ten (10) years or more service in the Westbury School District shall receive a one-time lump sum longevity award as follows:

- After the completion of 10 years - \$500
- After the completion of 15 years - \$750
- After the completion of 20 years - \$1,350

All such payments shall be one time, lump sum payments. They shall not be annual, cumulative or added to base salary.

6.06 Evening/Night Differential

Unit members required to work between the hours of 4 p.m. and 8 a.m. shall receive a salary differential of an additional 5% for each hour worked. Such compensation shall be retroactive to July 1, 1996.

ARTICLE 7 - FRINGE BENEFITS

7.01 Hospital, Surgical and Major Medical Insurance

- A. The Board will provide a health insurance plan for all full time employees. This plan shall be the New York State Employees Health Insurance Program including major medical benefits. Except as provide in Paragraph B below, such employees who shall be covered by said plan shall be required to pay 20% of the cost of all premiums for said plan.
- B. Eligible employees who regularly work 20 hours per week shall be required to pay 30% of the cost of all premiums for health insurance.
- C. An employee who is retired or who retires after at least twenty (20) years of service in the Westbury School District shall be entitled to be covered under the said health insurance plan, the full cost thereof to be paid by the Board. The employee may

apply for life insurance benefits so long as he or she is available subject to the approval of the carrier and provided the employee pays the full cost.

7.02 Dental Insurance

- A. The Board will provide a dental plan with benefits at least equal to the benefits of the dental health plan of the Equitable Life Assurance Society of the United States, a group policy #6116OD, existing on June 30, 1976.
- B. An employee who shall be covered by said dental health plan, shall be required to pay twenty (20) percent of the cost of all premiums for the said plan.

7.03 Tax Sheltered Annuities

All full time employees covered in this Agreement shall be eligible to participate in the tax sheltered annuity presently administered by the Equitable Life Assurance Society, and any additional companies authorized by the District.

7.04 Pension Benefits

The Board, on behalf of Civil Service employees, shall participate in the 75-I Retirement Plan effective April 1, 1977.

7.05 Additional Pension Benefit

The Board has adopted a resolution which provides the benefits of 41J of the Retirement and Social Security Law to qualified employees.

7.06 Redemption of Sick Leave

All employees covered by this agreement who retire from service in the district who shall have accumulated 75 or more leave days shall be paid for 50% of the days so accumulated at the salary being earned at the time of retirement.

7.07 Termination of Insurance

A unit member enrolled in the said health insurance plan as of April 1, 1989, shall have the option of terminating his or her participation in plan by filing a notice with the Assistant Superintendent of Business no later than May 15th. A unit member who has so terminated his/her participation shall receive in the last pay of the ensuing year a sum equivalent to 50% of the district's premium contribution which would otherwise be payable on account of that member's membership in the health insurance plan. A unit member shall have the right to re-enter the health insurance plan by giving the district thirty (30) days written notice. If a member re-enters, the lump sum payment to

the member under this paragraph shall be pro rated.

7.08

Effective September 1, 2010, unit members shall receive one paid holiday.

Effective September 1, 2011, unit members shall receive one additional paid holiday.

Effective September 1, 2012, unit members shall receive one additional paid holiday.

ARTICLE 8 - TEACHER ASSISTANTS

Notwithstanding anything to the contrary contained in this Agreement, the parties expressly agree as follows:

- A. A Teacher Assistant shall be a professional educator employed by the Board as a Teacher Assistant pursuant to the provisions of Education Law and Regulations of the New York State Commissioner of Education and who shall be deemed to serve in the Special Subject Tenure Area of Teacher Assistant.
- B. The recommendation, appointment, probationary period, grant or refusal to grant tenure, termination of services, excessing and supervision of services of Teacher Assistants by the Board of Education and the Superintendent of Schools shall be made solely pursuant to the provisions of the Education Law, Regulations of the New York State Commissioner of Education and any other authority having jurisdiction over professional educators, except as specified otherwise in this Article VIII.
- C. Qualifications Committee

On or after September 1, 1989, the Association may request the formation of a committee with the Superintendent to study the possibility and advisability of the District confirming teacher assistant qualifications.

ARTICLE 9 - EDUCATION INCENTIVE

Unit members shall receive payment in accordance with the schedule set forth below, upon proof of successful completion of job related courses. Such courses shall be subject to the prior approval of the Superintendent of Schools. Such payments shall be one time, lump sum payments, and shall not be annual, cumulative or added to base salary. Unit members will be limited to one course per school year.

Payment shall not exceed the costs on the following schedule:

College Courses - \$300
In-service Courses - \$150

ARTICLE 10 – GRIEVANCE PROCEDURE

10.01 Grievance Procedure

A. Definitions

1. "Grievance" shall mean any claimed violation, disagreement or dispute with respect to the application of the terms of this contract.
2. "Party aggrieved" shall mean anyone covered by this agreement, or a group thereof having the same grievance or the Westbury School Related Professionals Association.
3. "Immediate Supervisor" shall mean the individual to whom the employee is directly responsible.
4. "Principal" shall mean an individual in charge of a particular school building.
5. "Chief Administrator" shall mean the Superintendent of Schools.
6. "Representative" shall mean an individual designated by the party aggrieved or the Association, if so designated by aggrieved, to act on behalf of the party aggrieved throughout the grievance proceeding, or at any stage thereof.
7. "Days" shall mean those days in which the schools of the district are in session.

B. Right to Representation

A party aggrieved shall have the right to be represented at any stage of the procedure by a Westbury School Related Professional representative.

C. Determination of Grievances

Any claimed grievance may be presented and determined in the following manner:

Stage I: Within thirty (30) school days after the aggrieved knew or should have known of the cause of the grievance, the party aggrieved may, either orally or in writing, present his/her grievance to his immediate supervisor, who shall confer with

the party aggrieved, and the party aggrieved's representative, if a selection of a representative is made by the party aggrieved, with a view to arriving at a mutually satisfying resolution of the complaint. Whenever a grievance is presented, which would involve the application or interpretation of the terms of this agreement or would affect the conditions of employment of unit members, the aggrieved party shall notify the Westbury School Related Professionals Association so that it may be represented at the conference.

The immediate supervisor shall render his or her determination to the party aggrieved and his or her representative, if any, within five (5) days after the grievance has been presented. Where the grievance has been presented in writing, the decision shall be in writing. In the event that the grievance is based upon some act or omission on the part of the immediate supervisor, the aggrieved party at his/her option may institute the grievance proceeding initially at Stage II.

Stage II: If the immediate supervisor is not the Superintendent of Schools and the grievance is not resolved at Stage I the party aggrieved, personally or by his or her representative, may make a written request to the Superintendent of his or her designee within five (5) days after the receipt of the decision of the immediate supervisor. The request for review by the Superintendent shall be in writing and shall set forth the act or condition and the grounds upon which the grievance is based. The Superintendent shall immediately notify the immediate supervisor to submit written within five (5) days setting forth the determinations previously rendered by the immediate supervisor and his reasons therefore. The Superintendent or his or her designee shall render his or her determination within (10) days after the statement of the immediate supervisor has been received by him or her. Where the grievance involves the application or interpretation of the terms of this agreement or affects the conditions of employment of those employees covered by this agreement, the Association shall be notified of the Stage II proceedings by the Superintendent, be furnished with copies of all communications made and received at this Stage, and shall have the right to submit any evidence or argumentation in writing to the Superintendent.

Stage III: If the grievance is not resolved by the Superintendent, as provided in Stage II, the Association may submit the grievance, on the aggrieved party's behalf, to the Board of Education, within five (5) school days after the decision of the Superintendent is rendered. Within thirty (30) school days after the conclusion of the legislative hearing, the Board of Education shall render its decision in writing.

Stage IV: When a grievance is limited to a dispute involving interpretation, application or alleged breach of this Agreement and the Association and the grievant are not satisfied with the decision of the Board, the Association, on the grievant's behalf, shall, within ten (10) school days, so notify the Board in writing, stating all

grounds upon which his/her dissatisfaction is based. Within thirty (30) school days after receipt of written notice as aforesaid the dispute shall be submitted to an arbitrator for an advisory opinion. The arbitrator shall be selected under the rules and regulations of the American Arbitration Association.

The opinion of the arbitrator shall be advisory in nature, rather than final and binding. The parties agree, however, carefully to consider the opinion in determining the final disposition of the grievance under review. The arbitrator shall not add to, delete, modify or amend any of the provisions of this Agreement and shall limit his/her opinion to the interpretation and application of this contract. The cost of advisory arbitration shall be shared equally by the Board and the Association.

D. Miscellaneous Provisions

1. In the event of a dispute as to the timeliness of a grievance, grievances shall be bifurcated. In the first portion of the grievance, the arbitrator shall be empowered only to issue a binding decision on timeliness, based on written submissions by the parties. There will be no appearances, unless both sides agree. If the matter is determined to be timely, the grievance will proceed as set forth in the collective bargaining agreement. If it is determined to be untimely, the matter shall be closed, and the grievance terminated.
2. No decision rendered under these procedures shall be contrary to or inconsistent with or modifying or varying in any way the terms of this agreement or of applicable rules or regulations having the force and effect of law.
3. Nothing contained in this grievance procedure shall be construed to deny to any person or organization the right under law of the State of New York, the United States or any regulation of the Commissioner of Education of the State of New York.
4. No aggrieved party may be represented at any stage of the grievance proceeding by any organization or association other than the Westbury School Related Professionals Association.
5. No individual may initiate a Stage II grievance. All grievances from Stage II and above require the support and participation of the Association.

ARTICLE 11 - DURATION

11.01 Duration of Contract

This agreement shall become effective on July 1, 2007 and shall continue in full force and effect through June 30, 2013, and negotiations relating to this contract shall not be re-opened during this

period except as noted in Section 11.02.

11.02 Negotiations

Except as otherwise provided herein, this agreement shall become effective July 1, 2007, and shall continue in full force and effect through June 30, 2013, and negotiations relating to this contract shall not be reopened during this period except as hereinafter provided. On or after November 1, 2012, either party may notify the other, in writing, that negotiations are required for the agreement to succeed this agreement. The notice shall set forth the items upon which that party seeks negotiations are required. Within five (5) days after delivery of said notice, the other party may submit to the first party, in writing, those items upon which that party seeks negotiations. Negotiation meetings between the parties shall commence within ten (10) days thereafter. If no notice is given by either party of desire to open negotiations, this agreement shall be automatically renewed for one (1) year, and for one (1) year succeeding periods, until notice is given.

11.03 Amendment of Contract

This agreement may not be modified, changed or amended, either in whole or in part, except by an instrument in writing duly executed by both the Board and the Association, and no departure from any provisions, or terms of this agreement, by either party, or by their respective officers, agents or representatives, or by individual members of the Board of the Association, shall be construed to constitute a waiver of any of the provisions hereof, or the right to enforce any such provision.

11.04 Provisions Contrary to Law

If any provisions of this agreement or any application of any provision of this agreement to any employee or group of employees shall be found contrary to law, by any court of competent jurisdiction whose decision shall not have been appealed within the time permitted for said appeal, then such provision or application shall not be deemed to be valid and subsisting except to the extent permitted by law, but all other provisions or applications of the agreement shall continue in full force and effect.

ARTICLE 12 – TAYLOR LAW

Compliance with Article XIV, Section 204-A, of the Civil Service Law (Taylor Law)

“IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THAT ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY AS GIVEN APPROVAL”.

SIGNATURES APPEAR ON THE NEXT PAGE

In witness whereof, the parties hereto have set their hands and seals the day and year first above written.

THE WESTBURY SCHOOL RELATED PROFESSIONALS ASSOCIATION

By *Karen Buffalino*

THE BOARD OF EDUCATION OF WESTBURY
UNION FREE SCHOOL DISTRICT, WESTBURY NEW YORK

By *Constance R. Clark-Sneed*

D# 591404

Appendix A

**Salary Schedules
2 pages follow**

Teacher Aides Salaries, 2007-2013

2007-08

Service	Rate
1 - 2	\$8.00
3 - 5	\$9.50
6 - 9	\$11.50
10-13	\$13.35
14-16	\$13.75
17 +	\$14.25

2010-11

Service	Rate
1 - 2	\$9.29
3 - 5	\$10.93
6 - 9	\$13.11
10-13	\$15.13
14-16	\$15.57
17 +	\$16.12

2008-2009

Inc and movement effective 10/1/08

Service	Rate
1 - 2	\$8.76
3 - 5	\$10.30
6 - 9	\$12.36
10-13	\$14.27
14-16	\$14.68
17 +	\$15.19

2011-12

Service	Rate
1 - 2	\$9.54
3 - 5	\$11.23
6 - 9	\$13.47
10-13	\$15.55
14-16	\$16.00
17 +	\$16.56

2009-10

Service	Rate
1 - 2	\$9.02
3 - 5	\$10.61
6 - 9	\$12.73
10-13	\$14.69
14-16	\$15.12
17 +	\$15.65

2012-13

Service	Rate
1 - 2	\$9.81
3 - 5	\$11.54
6 - 9	\$13.84
10-13	\$15.98
14-16	\$16.44
17 +	\$17.02

Teacher Assistant Salaries, 2007-2013

2007-08

Service	Rate
1 - 2	\$11.25
3 - 5	\$12.25
6 - 9	\$13.50
10 - 15	\$15.00
16 +	\$15.75

2010-11

Service	Rate
1 - 2	\$12.93
3 - 5	\$14.01
6 - 9	\$15.37
10 - 15	\$17.00
16 +	\$17.81

2008-2009

Inc and movement effective 10/1/08

Service	Rate
1 - 2	\$11.74
3 - 5	\$12.77
6 - 9	\$14.05
10 - 15	\$15.59
16 +	\$16.36

2011-12

Service	Rate
1 - 2	\$13.46
3 - 5	\$14.58
6 - 9	\$15.97
10 - 15	\$17.64
16 +	\$18.48

2009-10

Service	Rate
1 - 2	\$12.24
3 - 5	\$13.30
6 - 9	\$14.62
10 - 15	\$16.20
16 +	\$16.99

2012-13

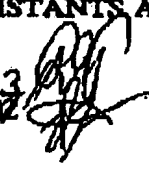
Service	Rate
1 - 2	\$14.01
3 - 5	\$15.18
6 - 9	\$16.59
10 - 15	\$18.31
16 +	\$19.17

Appendix B

**Memorandum of Agreement dated March 18, 1999
3 pages follow**

For Reference Only

MEMORANDUM OF AGREEMENT
between
THE WESTBURY UNION FREE SCHOOL DISTRICT
and
THE WESTBURY TEACHER AIDES/TEACHER ASSISTANTS ASSOCIATION

JULY 1, 1998 - JUNE 30, 2002 

1. **Duration:** July 1, 1998 - June 30, 2003
2. **All compensation, except those otherwise noted herein, shall be increased by 5% effective July 1, 1998.**

All compensation shall be increased by an additional 5% effective July 1, 1999.

All compensation shall be increased by an additional 5% effective July 1, 2000.

All compensation shall be increased by an additional 5% effective July 1, 2001.

All compensation shall be increased by an additional 5% effective July 1, 2002.
3. **The compensation for unit members hired after the ratification of this agreement shall be \$7.23 for the life of the contract.**
4. **The parties agree to the establishment of the position of Teacher Assistant subject to the following conditions:**
 - ~~There will be no loss of jobs to current members as the result of the establishment of the position of Teacher Assistant.~~
 - **A joint committee will be established to create in-service course offerings, for the purpose of allowing interested members to acquire New York State Certification as a Teacher Assistant. These course offerings will be established prior to June 30, 1999.**
 - **In-Service courses will be conducted during the 1999-2000 school year.**
 - **Teacher Assistant positions will be established on or about July 1, 2000.**
 - **Hourly compensation for Teacher Assistant positions will be:**
Effective July 1, 2000 \$10.75 hourly
Thereafter, hourly salary will be increased by 5% each of the remaining years of the contract.

5. **Article VII - Sick Leave**
Section 7.06 - Redemption of sick leave shall be at 40% of the days so accumulated at the employee's current daily rate of pay.

6. **Article V - Employee Rights**
Section 5.16 - Add Stage IV - Advisory Arbitration.

7. **Security Uniforms**
The District will provide for cleaning of Security personnel uniforms consistent with the Custodial Bargaining Unit's Agreement.

8. The provisions of the Memoranda of Agreement dated February 15, 1996 and April 8, 1997 shall be incorporated in this Agreement.

9. One additional sick day for unit members employed in the summer programs.

10. The work year for unit members shall be the teachers' work year.

11. **Miscellaneous**

5.02 Work Day -

- a. Insert after "week" - "for full time members"
- b. Insert after "week" - "for part time members"

5.05 Transfer

Add: Request for transfers will be in writing to the Assistant Superintendent for Business and Management Services with a copy to the Principal.

5.08 Absence and Leave

New G: The employee must furnish a copy of jury duty notice to the Superintendent or his/her designee prior to the absence indicating when this obligation is required.

8.04 Amendment of Contract

Change "notified" to "modified."

Add the following:

Teacher Assistants

That anything to the contrary contained in this Agreement, the parties expressly agree as follows:

- A. A Teacher Assistant shall be a professional educator employed by the Board as a Teacher Assistant pursuant to the provisions of Education Law and Commissioner's Regulations and who shall be deemed to serve in the Special Subject Tenure Area of Teacher Assistant.

- B. 1. That the recommendation, appointment, probationary period, grant or failure to grant tenure, termination of services, excessing and supervision of services of Teacher Assistants by the Board of Education and the Superintendent of Schools shall be made solely pursuant to the provisions of the Education Law, Commissioner of Education and any other authority having jurisdiction over professional educators, except as specified otherwise set forth in this Article V.

C. Vacancies

1. The Superintendent will send to the Union written notice of all vacancies for Teacher Assistants, when known, for posting in each school.
2. Notices of vacancies will be listed in all schools immediately upon knowledge that said vacancy will exist and in no event later than six (6) days before the close of applications.
3. The posting will include a description of the duties of the assignment, the qualifications required, and the compensation.

For the Association: March 18, 1999

For the District: March 18, 1999

Angela Lovvick

Robert D. Pinckney
Robert D. Pinckney, Ph.d.

Reborah Whitfield

Roy L. Lewis

James C. Jones