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Contract Database Metadata Elements

Title: **Wantagh Union Free School District and Wantagh Monitors and Teacher Aides Association (2003) (MOA)**

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

Union: **Wantagh Monitors and Teacher Aides Association**

Local:

Effective Date: **07/01/03**

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

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SD
AID

Wantagh SD

6414_06302006

Wantagh Union Free School District
And Wantagh Monitors/Teacher
Aides Assn

MEMORANDUM OF AGREEMENT dated this 5th day of August, 2003 by and between the negotiating representatives of the WANTAGH MONITORS AND TEACHER AIDES ASSOCIATION (hereinafter referred to as the "ASSOCIATION") and the negotiating representatives of the WANTAGH UNION FREE SCHOOL DISTRICT (hereinafter referred to as the "DISTRICT").

GENERAL The labor agreement between the parties for the period of July 1, 1999 - June 30, 2003 expired on June 30, 2003. The parties herewith agree that said agreement shall be modified effective as of July 1, 2003 to the extent set forth herein, as a result of their collective bargaining agreement for a successor agreement to said expired contract. Except for changes to said expired agreement set forth herein, "in haec verba", and changes to contract language that are necessitated by those provisions of the agreement that are not set forth in the form of precise contract language, the provisions of said expired contract shall remain unchanged.

CONTINGENCIES

A. This agreement is subject to formal ratification by the Board of Education of the DISTRICT and the membership of the ASSOCIATION. Such ratification shall occur within sixty (60) days of the date of the execution of this memorandum of agreement. If either party fails to ratify or fails to act within the aforesaid sixty (60) day period, this memorandum of agreement shall be of no further force and effect and shall be a nullity. Notwithstanding the foregoing, the negotiating representatives who sign the within memorandum of agreement will urge their representatives to ratify this agreement.

TERMS

A. Duration

The contract shall run from July 1, 2003 through June 30, 2006.

B. Salary

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

71

1. Article II, Section A of the contract shall be amended to reflect the following salary increases:

	<u>MONITOR CLERKS</u>	<u>REGULAR CLASSROOM AIDES AND MONITORS</u>	<u>SPECIAL ED AIDES</u>
2003/04	.65	.60	.80
2004/05	.65	.60	.80
2005/06	.65	.60	.80

2. Article II, Section B of the contract shall be amended to reflect following changes to the longevity compensation:

After 10 years - .35
 After 15 years - .60
 After 20 years - .75

3. The District agrees to modify the procedure by which employees receive their pay checks at the beginning of the school year. The District shall provide 1/2 of a pay check in the 2nd week of September and a full check in the 3rd week for returning employees. New employees appointed after the August Board meeting will receive the first pay check on the second full payroll in September.

C. Accumulated Sick Leave

Article III shall be amended to reflect a maximum accumulation of ninety (90) days.

D. AFLAC Insurance

The contract shall be amended to provide for the availability of AFLAC cancer care insurance for all unit members. The premiums for such insurance shall be borne entirely by the employee.

E. Sick Bank

The parties shall establish a sick leave Bank beginning with the 2003/04 school year. The Bank shall be administered by a joint committee consisting of two (2) persons appointed by the Association and two (2) persons appointed by the Superintendent of Schools. Each unit member may contribute one (1) day per year to the Bank. Such day may not thereafter be used by the unit member except as a draw from the Bank in accordance with this section. The Bank is to be used only if a unit member has exhausted all accumulated sick leave and the illness will extend for more than thirty (30) consecutive days and is of a critical nature. The joint committee shall rule upon all applications. The unit member may draw upon the Bank up until the date the unit member is eligible for long-term disability. The sick leave Bank Committee will determine how and when the said member who draws upon the Bank will repay the Bank.

F. Bus Monitors

The contract shall be amended to provide for the creation of a Bus Monitor position. The starting salary shall be \$11.00 per hour. Existing unit members shall be offered this work whenever possible, and shall be paid at their current rate of pay if that rate exceeds the starting bus monitor rate.

G. Exemplary Attendance Award

The contract shall be amended to provide for annual exemplary attendance awards. Unit members shall receive \$200 for perfect attendance, and \$100 for two (2) or less absences.

H. Health Aides

The contract shall be amended to provide for the following description of a

health aide:

A unit member shall qualify as a health aide and receive the stipend (\$2.50 per hour) reflected for that position if such member is required to perform toileting responsibilities. An aide has toileting responsibilities when he/she is responsible for the following duties: accompanying the child into the bathroom, along with assisting in clothing removal and hygiene assistance (i.e., cleaning). More than one aide shall not receive the stipend for the same child (except for limited substitution). An approval form shall be developed that requires approval from the building principal and the Director of Pupil Personnel Services.

Dated: Wantagh New York
August 5, 2003

NEGOTIATING REPRESENTATIVES
OF THE ASSOCIATION

Robert J. Bohm
Shane Ramondi
Carol A. Cappalitto
Mary A. Warren
Sally Desmond

NEGOTIATING REPRESENTATIVES
OF THE DISTRICT

Christopher Van der
Robert W. Smith

AGREEMENT

between

WANTAGH UNION FREE SCHOOL DISTRICT

- and -

WANTAGH MONITORS AND TEACHER

AIDES ASSOCIATION

(NYSUT)

Effective July 1, 1999 through June 30, 2003

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Agreement entered into this / 7 day of January, 2001, by and between the WANTAGH UNION FREE SCHOOL DISTRICT, (hereinafter called the "District"), and the WANTAGH MONITORS AND TEACHER AIDES ASSOCIATION (NYSUT), (hereinafter called the "Association").

IT IS MUTUALLY AGREED AS FOLLOWS:

ARTICLE I. RECOGNITION AND DUES DEDUCTION

Section A. The Association shall be the exclusive representative of Teacher Aides and School Monitors regularly employed by the school district (hereinafter referred to as the "employees"), excluding per diem personnel, supervisors, administrators and all others.

Section B. The Association shall have the right to unchallenged representation status during the term of this contract.

Section C. The District agrees to deduct dues for the Association from the salaries of employees authorizing same and to transmit the monies promptly to the Association as per current practice. Employee authorization shall be in writing.

Section D. The District shall deduct an agency fee for the Association from the salaries of nonmember employees provided that such agency fee provision is deemed a legally authorized provision at said time and the Association affirms that it is in compliance with the statute authorizing same.

Section E. The District will deduct for a tax sheltered annuity as authorized in writing by the employee.

Section F. The Association shall indemnify and save the District harmless against any and all claims, demands, suits and other forms of liability that shall arise

out of or by reason of action taken or not taken by the Board for the purpose of complying with any of the provisions of this Article.

ARTICLE II. SALARY

Section A. Effective July 1, 1999 employees shall receive a forty-five (\$.45) cents per hour increase . Effective July 1, 2000 employees shall receive a fifty cents (\$.50) per hour increase . Effective July 1, 2001 employees shall receive an increase of fifty-five (\$.55) cents per hour. Effective July 1, 2002 employees shall receive an increase of sixty (\$.60) cents per hour.

Section B. Employees who have completed serving the District ten (10) or more consecutive years shall receive a longevity increment of twenty-five (\$.25) cents per hour. This shall be increased to fifty (\$.50) cents per hour after fifteen (15) years or more consecutive years of service.

Section C. Employees hired after January 31 of any given year shall not be eligible for salary advancement for the following year.

Section D. The employees shall be paid every two (2) weeks of the school year in equal dollar amounts based upon the number of hours of anticipated service needs in the school year and their regular hourly rate of pay. Adjustments, if any, shall be made in the payroll period after notice is given to the Association President or employee. The District shall have authority to deduct for any hours not worked or for which no paid time is granted under this agreement.

Section E. Entry level salaries for the three classifications of employees in the bargaining unit effective July 1, 2000 shall be as follows:

1. Aides - \$9.34 per hour - ^{\$9.53 P.H. \$9.72}
2. School monitors - \$8.77 per hour ^{\$8.95 P.H. \$9.13}
3. Monitor Clerks - \$9.41 per hour ^{\$9.60 P.H. \$9.79}

The above entry level salaries shall be adjusted by 2% effective July 1, 2001, and again by 2% effective July 1, 2002.

Section F. The following stipends shall be provided to health aides:

1. Effective July 1, 2000 - \$2.00 per hour
2. Effective July 1, 2001 - \$2.25 per hour
3. Effective July 1, 2002 - \$2.50 per hour

ARTICLE III. SICK LEAVE

Section A. Employees who are unable to work due to personal illness will receive full pay for up to ten (10) days per year cumulative to seventy-five (75) days.

Section B. If an employee has had twenty (20) or more years of service in Wantagh, such employee will be paid one (1) day for each two (2) days accumulated upon leaving the District.

Section C. Upon administrative approval up to two (2) of the ten (10) days per year may be used for absence due to unavoidable reasons for personal business that cannot be scheduled on nonschool time and up to two (2) days for illness in the immediate family.

ARTICLE IV. HOLIDAYS

Employees shall be entitled to four (4) paid holidays per year to be designated

by the administration. An employee who works for a full year will be paid for two (2) additional holidays.

ARTICLE V. BEREAVEMENT LEAVE

An employee may be allowed a maximum of five (5) days' absence with full pay in case of death in the immediate family and three (3) days' absence with full pay for any other relative listed below. The absence shall not be charged against the employee's leave.

<u>Five Days</u>	<u>Three Days</u>
wife or husband	brother
child	sister
parents	aunt
blood relative making a permanent home with employee	uncle
legal dependent	grandparents

(In case of married employee the "in law" shall be considered in the same relationship as the relative listed above).

Absence in excess of the above allowance shall be at full loss of pay.

ARTICLE VI. JURY DUTY

The employee on jury duty will be reimbursed his/her regular rate of pay for his/her regularly scheduled hours when proof of service is received by the District. The employee is to turn over jury fees less travel costs to the District. If the employee fails to do so, the District may deduct the amount from the last paycheck of the year.

Employees are to request "on-call" service where available.

ARTICLE VII. NOTICE OF RETURN

Section A. Building Principals will notify aides and monitors of their intent to have them return to school the following school year. Notice will be received no later than June 1st, but it is understood that circumstances may change and that it is not a binding commitment.

Employees who do not intend to return the following year must notify the District by June 1st.

Section B. An employee in the unit who plans to leave the District during the School year must give the District thirty (30) days' notice.

Section C. The President of the unit will receive written notice of any job openings within the unit.

ARTICLE VIII. IN-SERVICE COURSES

If the District sponsors in-service courses and space is available, employees may take the course.

ARTICLE IX. SENIORITY

In the event of school closings, seniority within the classifications of School Monitor, Teacher Aide and Monitor Clerk will be given consideration by the District absent other compelling reasons necessitating a consideration of other factors as well. Layoffs shall be done in reverse order of seniority within each of the following job titles: School Monitor, Teacher Aide and Monitor Clerk.

ARTICLE X. GRIEVANCE PROCEDURE

Section A. A grievance shall be any alleged misapplication or violation of this Agreement to an employee.

Section B.

1. The employee should attempt to resolve the grievance informally with his/her immediate supervisor. Upon request the immediate supervisor shall schedule a hearing with the employee and advise the employee of his/her decision.

2. If the employee is not satisfied with the decision of his/her immediate supervisor, he/she may appeal to the Building Principal within ten (10) days of the meeting with the supervisor, but in no event shall a grievance be filed with the Building Principal more than thirty (30) days after the date when the event or condition constituting the grievance occurred or after the employee knew or should have known of the event or condition occurring. The grievance shall state the name and position of the aggrieved party, identify the provision of this Agreement involved in said grievance, the time when and the place where the alleged events or conditions constituting the grievance occurred, the party responsible for causing said events or conditions if known to the aggrieved party and a general statement of the nature of the grievance and the redress sought. The Building Principal shall schedule a hearing at which time the employee and a representative of the Association may be present at the employee's option. The Building Principal shall issue a decision within ten (10) days of the hearing.

Section C. If the employee is not satisfied with the decision of the Building

Principal, he/she may appeal to the Superintendent of Schools or his designee within ten (10) days after the decision of the Building Principal is issued. The Superintendent of Schools or his designee shall schedule a hearing at which time the employee and a representative of the Association shall be present. The Superintendent of Schools shall issue a decision within ten (10) days of the hearing.

Section D. If the employee is not satisfied with the decision of the Superintendent of Schools, he/she may file a demand for advisory arbitration within ten (10) days after the Superintendent's decision is issued. If the Association and the District cannot select a mutually acceptable arbitrator, the procedures of the American Arbitration Association shall control. The costs of advisory arbitration are to be shared by the Association and the District. The decision of the arbitrator shall be advisory only and the arbitrator shall have no power or authority to add to, detract from or modify the terms of this Agreement.

The Board of Education shall issue a decision that shall be final and binding within thirty (30) days after receipt of the arbitrator's decision.

ARTICLE XI. PERSONNEL FILES

The employee shall have the right to review his/he personnel file upon five (5) days' notice to the District. The employee has the right to respond to negative comments or materials placed in his/her file within ten (10) days after being shown the material or of seeing the material in the file, whichever is earlier.

ARTICLE XII. HEALTH INSURANCE

An employee who regularly works more than thirty (30) hours per week and earns more than the statutory minimum salary may elect to have the District pay fifty (50)% percent of the individual employee's health insurance coverage. The employees agree that the District is not liable for health insurance coverage for part-time employees in prior years.

ARTICLE XIII. NO-SMOKING

The unit supports the District's no-smoking policy provided it is supported by all other employee units.

ARTICLE XIV. INCLEMENT WEATHER DAY

Effective July 1, 1999, the employees shall be entitled to three (3) days of pay in the event of an emergency school closing due to inclement weather. In no event shall any employee be paid twice for the same day.

ARTICLE XV. DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1999 and shall continue to be in effect until the 30th day of June, 2003. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

ARTICLE XVI. TAYLOR LAW CLAUSE

IN ACCORDANCE WITH ARTICLE XIV OF THE CIVIL SERVICE LAW, SECTION 204-a, IT IS UNDERSTOOD AND 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
THE ADDITIONAL FUNDS THEREFOR,
SHALL NOT BECOME EFFECTIVE UNTIL
THE APPROPRIATE LEGISLATIVE BODY
HAS GIVEN APPROVAL.

ARTICLE XVII. MISCELLANEOUS PROVISION

If any provision of this Agreement or any application of the Agreement shall be found contrary to law, then such provision of application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties the day and year first above written.

WANTAGH UNION FREE
SCHOOL DISTRICT

By: _____



WANTAGH MONITORS AND
TEACHER AIDES ASSOCIATION

By: _____

