

**AGREEMENT**

**between**

**WANTAGH UNION FREE SCHOOL DISTRICT**

**- and -**

**WANTAGH MONITORS AND TEACHER**

**AIDES ASSOCIATION**

**(NYSUT)**

**Effective July 1, 2018 through June 30, 2023**

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Agreement entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the WANTAGH UNION FREE SCHOOL DISTRICT, (hereinafter called the “District”), and the WANTAGH MONITORS AND TEACHER AIDES ASSOCIATION (NYSUT AFT-NEA, AFL-CIO), (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.

Section G. The District will notify the WAM president of the names, starting dates, building assignments, and job titles of all new employees within a reasonable time period after the date they are hired, but no later than thirty (30) days thereafter.

**ARTICLE II. SALARY**

Section A. The following salary increases shall be provided to unit members during the five (5) years of this contract.

Active unit members shall receive the following wage increases:

July 1, 2018 – June 30, 2019	2.0%* or increase mandated by the NYS Minimum Wage Law, whichever is applicable and greater (minimum wage increase to be effective January 1)
July 1, 2019 – June 30, 2020	2.0%* or increase mandated by the NYS Minimum Wage Law, whichever is applicable and greater (minimum wage increase to be effective January 1)
July 1, 2020 – June 30, 2021	2.0%* or increase mandated by the NYS Minimum Wage Law, whichever is applicable and greater (minimum wage increase to be effective January 1)
July 1, 2021 – June 30, 2022	2.0%* or increase mandated by the NYS Minimum Wage Law, whichever is applicable and greater (minimum wage increase to be effective January 1)
July 1, 2022 – June 30, 2023	2.0%* or increase mandated by the NYS Minimum Wage Law, whichever is applicable and greater (minimum wage increase to be effective January 1)

\*(Note: Unit members who are eligible to receive the increases mandated by the New York State Minimum Wage Law on January 1<sup>st</sup>, will only be paid the 2.0% salary increases pro-rata until December 31<sup>st</sup> at which time (in January) their hourly rates will be increased to the State mandated

Minimum Wage (i.e., if an employee is entitled to a \$1.00 per hour increase in order to obtain the Minimum Wage and such employee receives a \$.25 per hour increase as a result of the 2.0% increase, that employee would receive an additional \$.75 per hour effective January 1, for a total increase of \$1.00 per hour). The 2% increase shall be based upon and applied to the unit members' hourly rate of pay without longevity increment and/or toileting stipend. Applicable state-mandated Minimum Wage increases will be applied beginning the first payroll period in January each year.

Section B. (1) Effective July 1, 2018 longevity increments shall be as follows:

Employees who have completed serving the District ten (10) or more consecutive years shall receive a longevity increment of One Dollar (\$1.00) per hour;

Employees who have completed serving the District for fifteen (15) or more consecutive years shall receive a longevity increment of One Dollar and Twenty-Five (\$1.25) Cents per hour;

Employees who have completed serving the District twenty (20) or more consecutive years shall receive a longevity increment of One Dollar and Fifty (\$1.50) Cents per hour;

Employees who have completed serving the District for twenty-five (25) or more consecutive years shall receive a longevity increment of Two Dollars (\$2.00) per hour;

(2) Effective July 1, 2020, the longevity increments shall be as follows:

Employees who have completed serving the District for ten (10) or more consecutive years shall receive a longevity increment of One Dollar and Fifty (\$1.50) Cents per hour;

Employees who have completed serving the District for fifteen (15) or more consecutive years shall receive a longevity increment of One Dollar and Seventy-Five (\$1.75) Cents per hour;

Employees who have completed serving the District for twenty (20) or more consecutive years of service shall receive a longevity increment of Two Dollars (\$2.00) per hour; and

Employees who have completed serving the District for twenty-five (25) consecutive years shall receive a longevity increment of Two Dollars and Fifty (\$2.50) Cents per hour.

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

Section D. Effective July 1, 2019, employees' first payroll period shall begin the second week of school, and thereafter semimonthly, for a total of twenty (20) payroll periods per year. Pay during each of the aforementioned payroll periods shall be in equal dollar amounts based upon the number of hours of anticipated service needs in the school year and the employees' regular hourly rate of pay. The District shall have authority to deduct for any hours not worked but for which no paid time is granted under this agreement. The District shall notify the union president and affected union member as soon as practicable if a member's schedule is to be changed.

Section E. Entry level salaries for the five classifications of employees in the bargaining unit effective July 1, 2018 shall be as delineated on the attached starting salary schedule.

Section F. Health Aides shall receive a stipend of \$2.50 per hour. 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.

Section G. The District shall establish Bus Monitor Positions. 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.

Section H. Curriculum Night/Back to School Night

Effective July 1, 2019, Classroom aides and 1:1 aides will be invited in advance by the building principal or his/her designee to attend and work on Curriculum Night/Back to School night. Those classroom aides and 1:1 aides who accept the invitation shall be permitted to attend and work on such night.

The aforementioned aides who attend and work at Curriculum Night/Back to School Night will be paid at their regular hourly rate for the time actually worked. Attending and working at Curriculum Night/Back to School Night shall be voluntary.

Section I. Direct Deposit

Effective the first payroll period following the ratification of this memorandum of Agreement, all newly hired employees shall be required to participate in the District's Direct Deposit Program. Employees hired prior to that date who are participating in the Program are required to continue to participate. Those employees hired prior to the aforementioned date who are not participating in the Program may continue to decline such participation, and paychecks will continue to be given to these unit employees in envelopes at the building level. However, those employees who elect to participate in the Program must continue

to participate in same. Those employees who participate in the Program shall receive Direct Deposit paystubs in envelopes at the building level, until such time as electronic paystubs become available as a result of a change in the District's payroll Program.

### **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 one hundred (100) days.

Section B. If an employee has completed twenty (20) or more years of service in the District, such employee will be paid for one (1) day for each two (2) days accumulated upon leaving the District. Employees who have completed fifteen (15) years to nineteen (19) years of service shall be paid for one (1) day for each three (3) days accumulated upon leaving the District. Employees hired on or after the date this Memorandum of Agreement is formally approved and executed by the Board of Education, shall not be eligible for the payments delineated herein, unless and until they meet the aforementioned service requirements and retire from the District as accepted and approved by the New York State and Local Employees Retirement System. The payment for accumulated sick leave shall be in the form of a non-elective employer contribution in accordance with §403(b) of the Internal Revenue Code and Regulations, and in conformity with the District's Plan.

Section C. Upon administrative approval up to three (3) of the ten (10) days per year may be used for absence due to unavoidable reasons for personal business that cannot be scheduled on non-school time and up to five (5) days for illness in the immediate family. Unit members are required to fill out a form that provides a reason for the business leave. Such form shall be the same form that is used for the District's clerical employees. Personal leave may not



be taken the day before or the day after holidays or recess periods. An employee may appeal to the Superintendent or his/her designee for permission to take such personal leave.

Section D. 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. All permanent status unit members are eligible to donate one (1) day per year and to participate in the Sick Bank. Such day may not thereafter be used by the unit member except as a draw from the Bank in accordance with this section. Unit members will be allowed to contribute days until the Bank has reached a maximum of three hundred (300) days. Days will be converted to hours to assure equitable distribution and use. In the event the Bank falls below a level deemed appropriate by the Joint Committee, participating members as of that time may be required by the Committee to contribute an additional day or days. That determination will be made by a majority of the Committee. Only contributing members may draw upon the Bank. 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. Participating members may draw upon the Bank up until the date the unit member is eligible for the long-term disability benefit or for a time period equivalent to the waiting period of the long-term disability plan. The Sick Leave Bank Committee will determine how and when the said member who draws upon the Bank will repay the Bank. Any member who has made a request but not donated during each year of eligibility may be eligible to receive a prorated allotment from the Sick Bank which shall be determined by the Sick Bank Committee.

Section E. Employees shall receive a payment of Four Hundred (\$400.00) Dollars as an exemplary attendance award for perfect attendance. Employees shall receive a payment of Two Hundred Twenty-Five (\$225.00) Dollars as an exemplary attendance award for two (2) or less absences. Such awards shall be given annually.

Section F. Attendance Review: In the event that the District determines that a unit member has demonstrated a misuse of sick and/or personal leave, the following procedures shall be available for use by the District:

- Step 1: The employee shall be notified that his/her absenteeism is deemed excessive. The employee shall state the reasons for the absences.
- Step 2: The employee shall be warned verbally and in writing that possible disciplinary action will be taken if there is no improvement.
- Step 3: In the event attendance has not improved, the Administration, in its discretion, may impose a one (1) day suspension for each subsequent determination that an attendance abuse has occurred. Such suspension is limited to unit members who have exhausted accrued sick leave.

This procedure shall not limit any rights the District may otherwise have under this contract or by law including Section 75 proceedings.

Section G. In addition to the above provisions, the District may require a bargaining unit member who is absent five (5) consecutive days or more per year for personal illness, to provide a note from the member's health care provider, in form and substance acceptable to the Superintendent or her/his designee, containing the medical reasons for such absence.

#### **ARTICLE IV. HOLIDAYS**

Employees shall be entitled to four (4) paid holidays per year to be designated by the Administration. Effective July 1, 2018, an employee who works for a full year will be paid for

three (3) additional holidays. For the 2018-2019 school year only, employees shall be paid for the additional holiday (the third paid holiday for those employees working a full year) in the final paycheck in June of 2019.

**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 employees leave.

Five Days

wife or husband  
child  
parents  
blood relative making a permanent  
home with employee  
legal dependent

Three Days

brother  
sister  
aunt  
uncle  
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 an "on-call" service where available. Unit members shall make every reasonable effort to accept jury duty to coincide with recess or summer periods.

## **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 1<sup>st</sup>, 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 1<sup>st</sup>.

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 and or reduction of staff, seniority within the classifications of School Monitor, Classroom Teacher Aide, Bus Monitor, Special Education 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, Classroom Teacher Aide, Monitor Clerk, Special Education Aide and Bus Monitor.

Unit members that are laid off shall be placed on a preferred eligibility list by title for one (1) year as long as they have an overall rating of satisfactory as reflected on the end of the year evaluation. All vacancies must be filled from applicable preferred eligibility lists before

someone else is hired. Refusal to accept an open position when on a preferred eligibility list shall serve as a relinquishment of any remaining eligibility on such lists. Reinstatement from preferred eligibility lists shall not result in a lower hourly wage from the time the member was originally laid off.

## **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 employees' 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, the Association in its discretion 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/her personnel file upon five (5) days' notice to the District. The District will make every effort to prepare the file for review within three (3) days. No material derogatory to a unit member's conduct, service, character or personality or any material relating to the performance of his/her duties will be placed in the personnel file unless the member had the opportunity to review the material. 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. The

employee shall have the right to make a copy of all materials in the personnel file, excluding confidential letters of recommendation made prior to the date of hire at \$0.25 per page.

## **ARTICLE XII. HEALTH INSURANCE**

Section A. An employee who regularly works thirty (30) or more hours per week and earns more than the required minimum salary may elect to have the District pay fifty (50%) percent of the cost of individual health insurance coverage or thirty-five (35%) percent of the cost of family health insurance coverage through the New York State Health Insurance Plan (NYSHIP). It is agreed that the District is not and shall not be required to contribute to the cost of health insurance coverage for part-time employees in prior years.

Section B. Effective July 1, 2019, as an alternative to the above-referenced coverage, an employee who regularly works thirty (30) or more hours per week, may elect to have the District pay eighty (80%) percent of the cost of individual or family health insurance coverage through HIP, HIP-Prime, HIP Prime HSA, or other District selected NYSHIP approved HIP coverage, with the employee paying twenty (20%) percent of such cost. If such alternative coverages are more costly to the District than the aforementioned District contribution (District 50%, employee 35%) delineated at Section (A) above, the District may cancel such alternative coverages.

Section C. Employees are also eligible for AFLAC Cancer Care Insurance. Employees electing such coverage shall be required to pay the entire premium.

Section D. Employees shall not be eligible for health insurance coverage if they are otherwise covered by a health insurance policy whose benefits are equal to or better than those offered under the District's then existing plan.

Section E. Eligible unit members shall continue to have access to the District's IRS 125 Plan pursuant to the rules thereof.

**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**

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. LEAVES OF ABSENCE**

Unit members may request an unpaid leave of absence for up to twelve (12) weeks a year. Such request shall be in writing and provide the reason for such request. The Board of Education has the discretion to grant or deny leave requests.

**ARTICLE XVI. DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 2018 and shall continue to be in effect until the 30<sup>th</sup> day of June 2023. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

**ARTICLE XVII. 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 XVIII. 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

WANTAGH MONITORS AND  
TEACHER AIDES ASSOCIATION

By: \_\_\_\_\_  
ELIZABETH GUBER  
President, Board of Education

By: \_\_\_\_\_  
MARYLOU FIORIGLIO  
President

**Wantagh Aides & Monitors  
Starting Salary Schedules**

	<b>2018-19</b>		<b>2019-20</b>		<b>2020-21</b>		<b>2021-22</b>		<b>2022-23</b>	
	<b>2.00%</b>		<b>2.00%</b>		<b>2.00%</b>		<b>2.00%</b>		<b>2.00%</b>	
	<b>7/1/2018- 12/30/2018</b>	<b>12/31/18- 6/30/2019</b>	<b>7/1/2019- 12/30/2019</b>	<b>12/31/19- 6/30/2020</b>	<b>7/1/2020- 12/30/2020</b>	<b>12/31/20- 6/30/2021</b>	<b>7/1/21- 12/30/2021</b>	<b>12/31/21- 6/30/2022</b>	<b>7/1/22- 12/30/2022</b>	<b>12/31/22- 6/30/2023</b>
Aides	\$13.22	\$13.22	\$13.48	\$13.48	\$13.75	\$14.00	\$14.28	\$15.00	\$15.30	\$15.30
School Monitors	\$12.44	\$12.44	\$12.69	\$13.00	\$13.26	\$14.00	\$14.28	\$15.00	\$15.30	\$15.30
Monitors Clerks	\$13.35	\$13.35	\$13.62	\$13.62	\$13.89	\$14.00	\$14.28	\$15.00	\$15.30	\$15.30
Special Ed Aides	\$13.34	\$13.34	\$13.61	\$13.61	\$13.88	\$14.00	\$14.28	\$15.00	\$15.30	\$15.30
Bus Monitors	\$14.50	\$14.50	\$14.79	\$14.79	\$15.09	\$15.09	\$15.39	\$15.39	\$15.70	\$15.70

	<b>12/31/2017- 12/30/18</b>	<b>12/31/2018- 12/30/19</b>	<b>12/31/2019- 12/30/20</b>	<b>12/31/2020- 12/30/21</b>	<b>12/31/2021- 12/30/22</b>
NYS Minimum Wage	\$11.00	\$12.00	\$13.00	\$14.00	\$15.00