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Wantagh Union Free School District
And Wantagh Educationl Secretaries
Assn

AGREEMENT

by and between the

WANTAGH UNION FREE SCHOOL DISTRICT

and the

WANTAGH EDUCATIONAL SECRETARIES ASSOCIATION

July 1, 2000 through June 30, 2004

RECEIVED

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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THIS AGREEMENT entered into this _____ day of October, 2000, by and between the WANTAGH UNION FREE SCHOOL DISTRICT, Town of Hempstead, Nassau County, New York (hereinafter called the "District"), and the WANTAGH EDUCATIONAL SECRETARIES ASSOCIATION, Town of Hempstead, Nassau County, New York (hereinafter called the "Association").

ARTICLE I. - RECOGNITION

The District hereby recognizes the Association as the exclusive and sole bargaining representative within the meaning and intent of Article XIV of the Civil Service Law for all its clerical personnel except for those in the position of managerial and/or confidential secretary and senior personnel clerk. The exclusion of the position of supervisor and/or confidential secretary relates to:

1). The District Clerk as the managerial person exclusively to whom reference is made.

2). That the confidential secretary exclusion relates specifically to two secretaries employed by and designated as such by the Superintendent of Schools, and similarly to a secretary so designated by each of the Assistant Superintendents.

3). The confidential exclusion also relates to the senior personnel clerk.

ARTICLE II. - DEDUCTIONS FOR PROFESSIONAL DUES

A. A clerical employee may at any time sign and deliver to the District an assignment authorizing deduction of membership dues of the Association.

B. The President of the Association shall submit a list to the District specifying the amount of such deduction from each regular paycheck of each such member employee. The District agrees to promptly remit to the Association all moneys so

deducted in the format of one check payable to the Association. The Association is to be notified if any member employee requests that his or her dues deduction be withdrawn.

C. The President of the Association shall submit a list to the District specifying the amount of each agency fee shop deduction from each regular paycheck of each nonmember. The District shall deduct an agency shop fee from the regular paycheck of each nonmember employee. The Association affirms that it is and will be in compliance with Civil Service Law §208. Agency fee moneys shall be promptly remitted to the Association. The Association will hold the District harmless for any and all lawsuits arising from such deductions.

D. The District, in its discretion, shall make other reasonable authorized deductions.

E. Clerical employees may once annually request that the District deduct a set sum from each paycheck in each month throughout the school year for deposit in the Nassau Educators Federal Credit Union.

F. Clerical employees may once annually request that the District deduct for the purchase of United States Savings Bonds a sum of money from the second monthly check throughout the school year. This sum must be in the exact amount of the purchase price of a bond.

ARTICLE III. - NEGOTIATION PROCEDURES

A. Because of the special nature of the public educational process, it is recognized that matters may from time to time arise of vital mutual concern of the

parties which have not been fully or adequately negotiated between them. Terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties.

B. No later than February 1st negotiations will be undertaken for an agreement covering the succeeding school year. If such an agreement is not concluded by April 1st, either party may request the State Public Employment Relations Board to designate a mediator to assist the parties to reach an agreement. If the parties have not reached an agreement by May 1st, either party may request the State Public Employment Relations Board to appoint a fact finder, who shall not be the same person as the mediator unless by mutual consent of the parties. Said mediation and fact-finding will be governed by the provisions of Article XIV of the Civil Service Law.

C. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the School District. While no final agreement shall be executed without ratification by the Association and the District, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

ARTICLE IV. - CLERICAL EMPLOYEE RIGHTS

A. The District and the Association each affirm that they will abide by Article XIV of the Civil Service Law.

B. Nothing contained herein shall be construed to deny or restrict to any

clerical employee rights he/she may have under the New York State Education or Civil Service Laws or other applicable laws and regulations. The rights guaranteed to clerical employees hereunder shall be deemed to be in addition to those provided elsewhere.

C. The Association and its representatives shall, at the discretion of the District, be permitted to use school buildings and equipment at all reasonable hours for meetings, if same does not impede regular teaching and related usage.

D. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

E. The Association shall have the right to post notices of its activities and matters of Association concern on the bulletin boards in each building. The Association may use the District mail service and mailboxes for nonpersonal and official Association communications to clerical employees. A copy of all material so distributed, other than confidential Association minutes, shall be filed with the Superintendent's office before such distribution is accomplished. Announcements of meetings may be listed in school activity bulletins.

F. The District agrees to make available for inspection to the Association all available information in the public domain concerning the financial resources of the District, all budgetary requirements and allocations, agendas and related minutes of all Board meetings, Treasurer's reports, census and membership data, names and addresses of all clerical employees and such other information as will assist the

Association in developing intelligent, accurate, informed and constructive programs on behalf of the clerical employees, together with pertinent non-privileged information which may be necessary for the Association to process any grievance or complaint. Any derogatory matter, excluding matters such as job references, placed in a personnel file shall be available for inspection by the employee or his/her authorized representative.

G. The provisions of this Agreement, the rules and regulations governing clerical employees, and wages, hours, terms and conditions of employment shall be applied in a manner which is not arbitrary, capricious or discriminatory and without regard to race, creed, religion, color, national origin, age, sex or marital status.

H. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement. Before the Board adopts a change in policy which affects wages, hours, or any other condition of employment which is not covered by the terms of this Agreement and which has not been proposed by the Association, the District will notify the Association in writing that it is considering such a change. The Association will have the right to discuss this with the Board, provided that it files such a request with the Board within five (5) calendar days after receipt of said notice.

I. Any individual contract between the District and an individual clerical employee, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement and any individual contract hereafter executed shall be

expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

J. This Agreement shall supersede any rules, regulations or practices of the District which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the District.

K. Clerical employees are not to assume the responsibility of supervising children.

L. The District will give an annual seniority list to the President of WESA. WESA will acknowledge concurrence with the list.

ARTICLE V. - PROFESSIONAL BEHAVIOR

A. Clerical employees are expected to comply with reasonable rules, regulations and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement.

B. Clerical employees shall perform such duties as are customarily performed by secretaries or clerks and as are directed by the principal or supervisory officer to whom they are assigned.

C. They shall familiarize themselves with the rules and regulations of the Board of Education and the schools wherein they work with such school policies. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or

absence, willful deficiencies in the professional duties of clerical employees and other violations of discipline may reflect adversely upon the Association. Therefore, the Association will use its best efforts to correct breaches of professional behavior by any clerical employee, and, in appropriate cases, may institute proceedings against the offending clerical employee.

D. A clerical employee shall at all times be entitled to have present a representative of his/her choosing when he/she is being officially disciplined for any alleged infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the clerical employee until such representative is given a reasonable time to be present. All reprimands, warnings or disciplinary action for any alleged infraction shall be in camera. If any written record is made of any reprimand or warning, the clerical employee shall be so notified.

E. An employee shall have the right to review derogatory material to be placed in his/her file and to submit a written answer within ten (10) calendar days after it has been shown to the employee. Failure of the employee to submit a response shall not bar the District from including the material in the employee's file.

ARTICLE VI. - PROFESSIONAL CONFERENCE

The Association shall be allowed up to six (6) conference days per year without loss of pay and such time shall not be chargeable against any other paid time off provided elsewhere in this contract. Attendance at a conference shall be subject to the approval of the Superintendent of Schools. The costs of attendance at a conference

are to be reimbursed to a maximum of $125.00.

ARTICLE VII. - VACANCIES, PROMOTIONS AND TRANSFERS

A. The District recognizes that it is desirable in making assignments to consider the interests and aspirations of its clerical employees. Requests by clerical employees for permissible transfers to a different grade, building or position shall be made in writing with one copy filed with the Superintendent of Schools. The application shall set forth the reason for the transfer, the school, grade or position sought, and the applicant's qualification for said position. Such requests by the applicant shall be renewed once a year to assure active consideration by the District.

B. The Association recognizes that when vacancies occur during the school year, it may be difficult to fill them from within the District without undue disruption to the existing instructional programs. Subject to the requirements of Civil Service Regulations and provided that the Association has first received written notification, the Superintendent may fill such a vacancy on a temporary or tentative basis until the end of the normal school year or he/she may fill such vacancy on a permanent basis if that is in the best interest of the School District.

C. The District declares its support of a general policy of filling vacancies, including vacancies in supervisory positions from within its own clerical staff. Whenever a vacancy arises or is anticipated, the Superintendent of Schools shall promptly notify the Association and solicit applications from interested clerical employees. Subject to the limitations and requirements of Civil Service Regulations, the following factors shall be considered in filling vacancies: experience, competency

and qualifications of the applicant, length of service in the District, and other relevant factors.

D. All vacancies of clerical positions shall be posted. The Association President may request and shall receive information relating to job requirements and classification of all positions posted, provided such request is received by the District within ten (10) days of the posting of the vacancy.

E. The District will follow its current policy making involuntary transfers only in case of emergency or to prevent undue disruption of the school program and to serve the best interests of the children's education.

F. Subject to Civil Service Regulations any clerical employee, who shall be transferred to a supervisory, executive or noncompetitive position and shall later return to the status known as a clerical employee, shall be entitled to retain such rights as he/she may have had under this Agreement prior to such transfer to the supervisory or executive status.

G. An applicant for either transfer or change of position shall be notified in writing as to the action on his/her application immediately upon District action.

H. If a position is to be excessed as a budget line item, the President of the Association shall be notified in writing by June 15th if the budget is approved prior to that date. If a unit position is to be added as a budget line item, the President of the Association shall be notified in writing by June 15th if the budget is approved by that date.

I. The District agrees to encourage promotional opportunities and title

upgrades whenever possible.

ARTICLE VIII. - TEN-, ELEVEN-, TWELVE-MONTH EMPLOYEES

A. All Administration Building job categories will remain on a twelve (12) month schedule.

B. The Elementary School job categories and work year will officially be on an eleven (11) month job basis.

C. Secondary school positions will officially be placed on a twelve (12) month schedule except the Library Clerk, Senior Typist/Computer Entry Clerk, and Health Office Clerk which are eleven (11) month jobs. All employees permanently hired since 1969 on the eleven (11) month schedule will have the option to retain their present work year, or if their work year is less than twelve (12) months, such employees shall also have the option to become a twelve (12) month employee.

D. The Computer Lab Assistant shall be a ten (10) month position.

ARTICLE IX. - REDUCTIONS IN PERSONNEL AND CONSOLIDATION OF DISTRICTS

A. To the full extent permitted by law, this Agreement shall be binding upon the District and its successor personnel and upon any school district into which or with which this District shall be merged or combined.

B. Should substantial and unforeseen changes in student population or other conditions make necessary a general reduction in the number of clerical employees employed by the District, the District will retain, as nearly as possible, those clerical employees with the longest service in the District. The District will make available to all clerical employees terminated for lack of work such information as it has regarding

employment in adjacent school districts. Nothing herein shall relieve the District from fulfilling the terms of any contract with a clerical employee.

C. It is understood that this Article shall not be interpreted or operated to conflict with Civil Service Laws or Regulations.

ARTICLE X. - MAINTENANCE OF STANDARDS

A. All conditions of employment, including hours, extra compensation for work outside of regular hours, relief periods, leaves, and general working conditions shall be maintained at not less than the highest minimum standards in effect in the District at the time this Agreement is signed, provided such conditions shall be improved for the benefit of clerical employees as required by the express provisions of this Agreement. This Agreement shall not be interpreted or applied to deprive clerical employees of professional advantages heretofore enjoyed unless expressly stated herein.

B. The duties of any clerical employee or the responsibilities of any position in the bargaining unit will not be substantially altered or increased without prior notice to the Association.

C. Any and all issues dealing with health and/or safety can be referred to the District's Assistant Superintendent for Business on a biannual basis.

D. Notwithstanding any other provision of this agreement, the Association agrees that the District has the right to create a full or part-time position or to change a part time to a full-time position or the reverse in accordance with Civil Service Law. In addition, the Association agrees that the District has the right to establish the number of hours of work for a part-time position and/or to establish a flexible work schedule.

Persons who were employed prior to June 30, 1996 must mutually consent to a change in the number of their hours or the schedule of days within a week when they work.

ARTICLE XI. - MEDICALS

Each clerical employee shall be entitled, without charge, to immunizations as ordered by the District and annual medical examinations including tine test bi-annually as may be provided by the school doctor.

ARTICLE XII. - WORKDAY

A. If the school calendar calls for a shortened workday on the day before Thanksgiving or on the last school day before the Christmas vacation, clerical personnel will also work on a reduced time schedule.

B. Anytime a clerical employee is required to work in the evenings or on days when the school is closed, there shall be present in the building at all times a member of the custodial staff or an administrator and the building shall remain properly heated. This provision will not bar the District from reassigning a clerical employee to another building if there is no custodian in the building to which the clerical employee is usually assigned.

C. 1. All Fridays between July 1st and the opening of schools shall be half days of work except that the last two (2) Fridays before school opens shall be full working days. Summer hours on Fridays shall be rotated to provide coverage until 1:30 p.m. on Fridays. A joint committee consisting of two (2) representatives of the District and two (2) representatives of the Association will establish the rotational system. Employees who are absent or on vacation on a Friday which is a half-day, shall be

charged a full sick day, personal day or vacation day for such absence. The President of WESA is to be provided with the rotation list for Friday summer hours by each building.

2. At the discretion of the appropriate administrator, lunchtime may be reduced to one-half hour and employees may leave one-half hour earlier on a rotating basis where adequate building coverage can be arranged in accordance with required District hours.

ARTICLE XIII. - SCHOOL CLOSING FOR INCLEMENT WEATHER

A. Clerical employees will not be expected to report when inclement weather causes the closing of schools. However, any employee who is requested to do so by his/her supervisor is expected to report. Any employee so reporting shall receive additional pay at the per diem rate.

B. In case the Superintendent of Schools or his/her representative determines that conditions require the continued closing of schools after the first day of inclement weather but that these conditions would not interfere with clerical performance, all clerical employees shall report to work upon receiving proper notification.

C. If the Superintendent of Schools declares a school holiday because the District did not utilize the "snow days" in the teachers' calendar, clerical employees shall be given up to two (2) of those days off.

ARTICLE XIV. - SICK LEAVE

A. Each full-time clerical employee regularly employed on a twelve (12) month basis shall be entitled to a maximum of sixteen (16) sick leave days for each school

year without loss of pay. Unused sick leave days may be accumulated from year to year to a maximum number of two hundred (200) accumulated days. In their first year of employment with the District, full-time clerical employees regularly employed on a twelve month basis will accrue sick days at a rate of two days per month for the first four months, and one day per month for the remaining eight months.

B. Each full-time clerical employee regularly employed on an eleven (11) month basis shall be entitled to a maximum of fifteen (15) sick leave days for each school year without loss of pay. Unused sick leave days may be accumulated from year to year to a maximum number of two hundred accumulated days. In their first year of employment with the District, full-time clerical employees regularly employed on an eleven month basis will accrue sick days at a rate of two days per month for the first four months, and one day per month for the remaining seven months.

C. Each full-time clerical employee regularly employed on a ten (10) month basis shall be entitled to a maximum of thirteen (13) sick leave days for each school year without loss of pay. Unused sick leave days may be accumulated from year to year to a maximum number of two hundred (200) accumulated days. In their first year of employment with the District, full-time clerical employees regularly employed on a ten month basis will accrue sick days at a rate of two days per month for the first three months and one day per month for the remaining seven months.

D. At or prior to the beginning of the school year, the District shall notify each clerical employee in writing as to the amount of his/her accumulated sick leave.

E. Employees who upon separation from the District have used more sick days

than they have accrued shall have the monetary value received from the District for the used but not accrued sick days deducted from their final paycheck.

ARTICLE XV. - PERSONAL DAYS

A. 1. The number of personal business days shall be three (3).

2. No formal excuses need be provided for these days but each clerical employee shall have the onus to assume personally the obligation not to request such leave except for use for an unavoidable event that cannot be taken care of during nonworking hours.

3. Personal business days shall not be used to extend vacation time and/or holidays. Except for extreme emergencies, personal business days may not be taken at the beginning or the last days of the school year.

B. A clerical employee planning to use a personal leave day or days shall notify his/her immediate superior or the principal at least two (2) days in advance, except in cases of emergency. These days are to be charged against the total cumulative leave.

C. 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 as listed below. This absence shall not be charged against the employee's leave.

Five Days	Three Days
Wife or Husband	Aunt
Child	Uncle

Parents	Grandparents
Blood Relative making a permanent home with employee	Brother-in-Law
Legal Dependant (in case of married employee, an "in-law" shall be considered in the same relationship as the relative listed above)	Sister-in-Law
Brother and Sister (but not brother-in-law and sister-in law)	

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

ARTICLE XVI. - HOLIDAYS

A. The following shall be guaranteed holidays:

Good Friday	Yom Kippur
Memorial Day	Columbus Day
Independence Day	Veterans' Day
Labor Day	Thanksgiving Day
Rosh Hashanah (1st Day)	Day After Thanksgiving Day

B. If any of the above-specified holidays should occur on a nonworking day or when school is in session, a compensatory day off, as designated by the Administration, shall be granted on a nonschool day. In the event two of the holidays enumerated above should fall on the same date, the employee would be entitled to only one (1) holiday. However, in the event either of the Jewish holy days fall on a day when school is closed, the compensatory day or days resulting therefrom shall be determined at the option of the employees subject to the limitations stated in Article XVIII.

ARTICLE XVII. - UNPAID LEAVES OF ABSENCE

A. A leave of absence of up to one (1) year shall be granted to any clerical employee upon application, for the following purposes:

1. To serve as President or Vice-President of any national or state professional organization devoted to the secretarial personnel profession.

2. Child care

3. Serious illness or disability of the employee or serious illness of a member of the immediate family of a permanent employee.

Upon return from such leave, such clerical employee shall be placed at the same salary level as of the time the leave was taken.

B. Any extension of leave time after one year shall be at the discretion of the District.

ARTICLE XVIII. - VACATION

A. 1. All clerical employees regularly employed for twelve (12) months shall be entitled to paid vacations as follows:

a. From the first year through the completion of the fifth year -2 weeks.

b. After the fifth year through the completion of the ninth year -3 weeks.

c. After the ninth year – 4 weeks,

2. All clerical employees regularly employed for either ten (10) or eleven (11) months shall be entitled to receive a pro rata portion of the following vacation schedule which is based upon a twelve (12) month work year.

a. From the first through the completion of the fifth year – 2 weeks.

b. From the fifth through the completion of the ninth year – 3 weeks.

c. After the ninth year – 4 weeks.

3. Vacation time may not accrue from one year to another.

Vacations shall be taken for time already worked. An employee may not "borrow" vacation time before it is earned.

B. Employees will have the scheduled Christmas and February recesses as additional paid vacation time. In the event the District does not schedule a recess in February, the employees shall have Washington's (President's Day) and Lincoln's Birthdays as paid holidays.

C. 1. Said vacations are not to be taken during the last two (2) weeks prior to Labor Day.

2. The District shall be permitted, notwithstanding any restrictions in this Article, upon notice given by April 1st of the calendar year of the vacation, to schedule vacations of individual employees in periods encompassing the last two (2) weeks prior to Labor Day.

3. In addition, all personnel in school units may not take vacations when school is in session or during the last week of June. When a sufficient number of school days are not available to cover the number of vacation days to which an employee is entitled, the employee will be paid for those days at the per diem rate for the salary.

D. All twelve (12) month employees, at the discretion of their supervisor and

with the approval of the Administration, may be granted four (4) weeks away from the job even though such employee has not accrued four (4) weeks' vacation at the time in question. Should an employee not have earned four (4) week's paid vacation at the time in question, he/she would then take the balance of the four (4) weeks' period off from the job without pay. Both the paid vacation and the unpaid vacation time shall be in conformity with the terms of this Article.

E. Persons on vacation on any payday will have their check mailed to their home, unless they arrange in advance with the payroll office to have their check deposited or mailed to a different address. No checks shall be prepared in advance in anticipation of a vacation.

ARTICLE XIX. - SUBSTITUTE CLERICAL EMPLOYEES

The District agrees at all times to endeavor to maintain an adequate list of substitute clerical employees. Clerical employees shall be informed of a telephone number they may call to report unavailability for work. Once a clerical employee has reported unavailability for work, it shall be the responsibility of the Administration to arrange for a substitute employee if possible.

Any clerical employee who is being asked to assume the duties of an absent employee in a higher grade for more than twenty-two (22) days will receive pay for said duties at the next highest grade to the grade currently held and at the same vertical step. (e.g., a grade 2 employee assuming the duties of an absent grade 5 employee for more than twenty-two (22) days will receive the pay of grade 3 for that period of time.)

ARTICLE XX. - COMPENSATION

A. 1. Effective July 1, 2000 through June 30, 2001, employees on the payroll as of the preceding June 30th shall receive an increase of 3.0% plus $1,000 on his/her base salary.

2. Effective July 1, 2001 through June 30, 2002, employees on the payroll as of the preceding June 30th shall receive an increase in his/her base salary of 3.0% plus $300.00 on his/her base salary.

3. Effective July 1, 2002 through June 30, 2003, employees on the payroll as of the preceding June 30th shall receive an increase in his/her base salary of 3.0% plus $300.00 on his/her base salary.

4. Effective July 1, 2003 through June 30, 2004, employees on the payroll as of the preceding June 30th shall receive a salary increase of 3.0% plus $300.00 on base salary.

5. The following minimum salaries shall be established:

	2000/01	2001/02	2002-03	2003-04
Typist Clerk	$20,000	$20,700	$21,521	$22,417
Sr. Typist Clerk	$21,000	$21,730	$22,582	$23,509
Steno	$22,000	$22,760	$23,643	$24,602
Sr. Steno	$23,000	$23,790	$24,704	$25,695
Steno Secretary	$25,000	$25,850	$26,826	$27,880
Sr. Clerk	$23,000	$23,790	$24,704	$25,695
Acct. Clerk	$23,000	$23,790	$24,704	$25,695
Sr. Acct. Clerk	$25,000	$25,850	$26,826	$27,880
Computer Lab Asst.	$14,500	$15,035	$15,686	$16,407
PC Support Tech	$29,000	$29,970	$31,069	$32,251
Computer Lab Tech.	$25,000	$25,850	$26,826	$27,880
Switchboard Operator	$21,000	$21,730	$22,582	$23,509

B. Salary adjustments become effective on July 1st of each year. Persons hired after April 1st will not receive an increase until the July 1st of the following year. Persons hired and working before April 1st will receive the increase scheduled for July 1st of that year.

C. Longevity payments will be as follows:

After 12 years of service in Wantagh on or before October 1	$802.62
After 15 years of service in Wantagh on or before October 1	$802.62
After 17 years of service in Wantagh on or before October 1	$802.62
After 20 years of service in Wantagh on or before October 1	$802.62

D. The proportion of a service increment to be received by an eligible employee in each year shall be determined by the majority of years of service, either as a 10-, 11- or 12-month employee (100% for 12-month employees, 11/12ths for 11-month employees or 10/12ths for 10-month employees:

E. Overtime

1. Overtime shall be computed as follows:

   Annual Salary* x 1.5 = Hourly Overtime Rate 1820

   *Annual salary shall be the twelve (12) month equivalent.

2. Employees who earn overtime may be paid at the overtime rate or get

compensatory time off. Compensatory time off shall be arranged at the mutual convenience of the employee and the Administration.

F. Each employee shall receive notice of his/her annual salary for the next school year, said notice to be sent no later than July 15th of the following year:

G. Paychecks will be given to unit employees in sealed envelopes at the building level.

ARTICLE XXI. - CALLS FOR SUBSTITUTES

Clerical employees shall notify the call-in service if they are going to be absent from work. The District will make arrangements as needed for hiring substitutes.

ARTICLE XXII. - JURY DUTY

The District will reimburse clerical employees who serve on juries for the difference between their normal salaries and the amounts received for jury service. Any amount received by the employee as expenses due to jury service shall be kept by the employee.

ARTICLE XXIII. - INSURANCE

A. 1. The insurance program shall be as on attached Schedule D.

2. Part-time employees hired after July 1, 1992 who work less than twenty (20) hours per week shall not be eligible for health or dental insurance coverage. Those who work between twenty (20) hours and full-time shall have insurance premium coverage by the District prorated.

3. Employees hired after January 1, 1994 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 policy.

B. In the event the insurance benefits to the teachers are changed, such change shall be applicable to the clerical employees.

C. A clerical employee who has insurance coverage and declines such coverage for a year shall receive the following remuneration:

Year	Individual	Family
2000-01	$1,250.00	$2,500.00
2001-02	$1,375.00	$2,750.00
2002-03	$1,500.00	$3,000.00

An employee may opt out during the year if permitted by carrier and receive a pro-rata portion of the declination benefit during the year. The clerical employee shall not be eligible if he/she had individual coverage changed to family coverage and then changed back to individual coverage.

ARTICLE XXIV. - RETIREMENT

The District shall continue to apply for the Noncontributory Retirement Plan as established by the L. 1966 Ch. 1006.

ARTICLE XXV. - UNUSED SICK LEAVE PAY

An employee who has been continuously employed by the District for ten (10) years or more and who is eligible for and who retires from the District under the N.Y.S. Retirement System, by written notice to the District prior to the February 1st preceding retirement, effective July 1, 1989 shall receive payment at the following rate:

Payment Per Day	Number of Days
$50.00	1-100
$60.00	101-170
$75.00	171-200

ARTICLE XXVI. - PART-TIME EMPLOYEES

Part-time employees shall continue to receive a pro rata share of sick time, vacation time, personal days, holidays and bereavement leave benefits. They shall also continue to receive pro rata salary and longevity.

Part-time employees in the employ of the District as of December 9, 1986 who received health insurance coverage at that time shall continue to receive such health insurance coverage on the same basis as in the past. Part-time employees hired after December 9, 1986 may elect to receive a pro rata share of such coverage if eligible under District policy, but in no event shall the District's contribution be less than fifty (50%) percent of the cost of the individual employee coverage.

ARTICLE XXVII. - GRIEVANCE PROCEDURE

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

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 Assistant Superintendent for Business within ten (10) days of the meeting with the supervisor, but in no event shall a grievance be filed

with the Assistant Superintendent for Business 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 Assistant Superintendent for Business shall schedule a hearing at which time the employee and a representative of the Association may be present at the employee's option. The Assistant Superintendent for Business shall issue a decision within ten (10) days of the hearing.

C. If the employee is not satisfied with the decision of the Assistant Superintendent for Business, he/she may appeal to the Superintendent of Schools within ten (10) days after the decision of the Assistant Superintendent for Business is issued. The Superintendent of Schools 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.

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 decision of the Superintendent of Schools is issued. If no arbitrator mutually satisfactory can be selected within ten (10) days after receipt of the demand for

arbitration by the District, the grievant shall apply to the AAA. The cost of the arbitration shall be shared equally by the District and the Association. The arbitrator may not add to or subtract from or alter the terms of this Agreement. The Board of Education shall issue a decision within twenty (20) days of receipt of the arbitrator's award. The Board's decision shall be final.

E. The grievance shall be deemed waived if the employee does not process it on a timely basis or fails to appear at a hearing.

F. For purposes of this Article "Days" shall be determined as follows: Saturday, Sunday, legal holidays and recess days shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this procedure, except where the term "Calendar Days" is used.

ARTICLE XXVIII. - §125 PLAN

WESA members shall be allowed to participate in the District's §125 Plan.

ARTICLE XXIX. - NATIONAL WAGE/PRICE REGULATION

It is understood and agreed that all of the terms and conditions agreed to by the parties are subject to laws, rules and regulations of the Federal and State governments, in particular national regulations concerning wages and prices.

ARTICLE XXX. - NO SMOKING

WESA unit members shall not smoke anywhere in District buildings. This shall be extended to include anywhere on District property.

ARTICLE XXXI. - WORKERS' COMPENSATION

Whenever an employee is absent from work as a result of a work-related injury

that results in a Workers' Compensation Board award, the first seven (7) days of such absence shall be charged to the employee's sick leave. The employee shall return the workers' compensation payments to the District and shall then receive from the District full salary for a maximum of four (4) months per workers' compensation injury.

ARTICLE XXXII. - SEPARABILITY

All the provisions of this contract shall be subject to Civil Service Laws and Regulations and if any provision is found to be in contravention of the Civil Service Laws and Regulations or found to be illegal, it shall be separately struck and the rest of the contract shall remain in full force and effect.

ARTICLE XXXIII. - DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2000 and shall continue to be in effect until the 30th day of June, 2004. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

ARTICLE XXXIV. - 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 XXXV. - MISCELLANEOUS PROVISION

If any provision of this Agreement or any application of the Agreement

shall be found contrary to law, then such provision or 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: _____
Superintendent of Schools

By: _____
President of the Board of Education

WANTAGH EDUCATIONAL
SECRETARIES ASSOCIATION

By: _____
President

WANTAGH PUBLIC SCHOOLS

INSURANCE SCHEDULE D

THE FOLLOWING FOUR (4) COVERAGES ARE AVAILABLE FOR FULL-TIME EMPLOYEES ONLY

DENTAL

The District pays the full cost for the employees. Part-time employees hired after July 1, 1992 who work less than 20 hours per week shall not be eligible for dental insurance coverage. Those who work between 20 hours and full time shall have their insurance premium coverage by the District prorated.

LIFE INSURANCE:

The District will pay full cost for;
$10,000 of TERM LIFE INSURANCE
Additional life insurance can be purchased by the employee at no cost to the District at life insurance policy levels maintained by the District up to a total of $25,000. Dependent life insurance can be purchased by the unit member at no cost to the District as per current District practice.

LONG-TERM DISABILITY:

The District pays 100% of the cost for those employees who wish to participate.

TAX DEFERRED ANNUITIES:

The District will make payroll deductions and transmit payments on behalf of the employee to the appropriate carriers. Authorized carriers shall be limited to four (4). Such carriers are to be mutually agreed upon by the District and W.U.T.

Participation is limited to those employees who qualify under Internal Revenue Service regulations for a minimum of $500 annually and deductions for this purpose may not exceed 20% of the employee's annual salary.

HEALTH INSURANCE: NEW YORK HEALTH INSURANCE PROGRAM

This coverage is available for any employee who regularly works a minimum of 17.5 hours or more per week. Part-time employees hired after July 1, 1992 who work less than 20 hours per week shall not be eligible for health insurance. Those who work between 20 hours and full time shall have their insurance premium coverage by the District prorated.

Employees hired after July 1, 1994 shall not be eligible for health insurance coverage if they are covered by a health insurance policy whose benefits are equal to or better than the District's then existing policy.

The District will pay the following percentages of the cost of the Empire Plan or its successor, for all participating employees, with the employee paying the additional costs of the option selected.

(OPTIONS AVAILABLE - Empire Plan - HIP)
(90% Individual Coverage - 85% Dependent Coverage)