

AGREEMENT

Between The

COMMACK UFSD

of

COMMACK PUBLIC SCHOOLS

Commack, New York

and the

COMMACK TEACHER AIDES ASSOCIATION

July 1, 2018 - June 30, 2022

**AGREEMENT BETWEEN THE BOARD OF EDUCATION OF
COMMACK UNION FREE SCHOOL DISTRICT
COMMACK, NEW YORK**

and the

COMMACK TEACHER AIDES ASSOCIATION

BOARD OF EDUCATION NEGOTIATIONS COMMITTEE

Dr. Donald James, Superintendent of Schools
Laura Newman, Assistant Superintendent for Business & Operations

MEMBERS OF THE BOARD OF EDUCATION

Steve Hartman, President
Jarrett Behar, Vice President
William Hender, Trustee
Susan Hermer, Trustee
Justin Varughese, Trustee

COMMACK TEACHER AIDES ASSOCIATION NEGOTIATING COMMITTEE

Magda Ferreira, President - Chairperson of the Negotiating Committee
Lisa Silverman - Negotiating Committee Member
Lisa Leavy - Negotiating Committee Member
Michelle Rubin-Geffner – Negotiating Committee Member

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ARTICLE I

RECOGNITION, WORK OF THE UNIT, FREEDOM TO JOIN CTAA

- A. The Commack Union Free School District (“the District”) hereby recognizes the Commack Teacher Aides Association (“the CTAA”) as the exclusive negotiating representative for an appropriate employer-employee negotiating unit including: all teacher aides, defined as school monitors, one-to-one aides, special education aides, clerical aides, effective April 30, 2019, school teacher aides and reception aides (“the Aides”), and excluding library aides, computer management aides and all other employees. Any future or additional aide positions that are created will be included in the unit.

- B. The work of the unit, to be performed by the Aides, is specified in Appendix A. Neither the District nor any individual principal will, directly or indirectly, solicit the help and aid of students’ parents to work in competition with the present duties of Aides. Any future or additional aide positions that are created will be included in the unit.

- C. The District recognizes the rights of Aides to join and support CTAA freely, and will not directly or indirectly discourage, deprive, coerce or discriminate against any aide by reason of his/her membership in CTAA or institution of grievance.

ARTICLE II

NO STRIKES OR WORK STOPPAGES

The CTAA and the District subscribe to the principle that differences will be resolved by peaceful and appropriate means, without interruption of the school program. The

CTAA, therefore, agrees that there will be no strikes, work stoppages or other concerted refusal to perform work by the Aides and no instigation by the CTAA or its agents or representatives.

ARTICLE III

RIGHTS AND RESPONSIBILITIES OF CTAA AND AIDES

- A. Members of the unit will be afforded the privilege of payroll deductions for CTAA dues. Scheduled for payroll deduction of monetary obligations for Aides will be set by the CTAA.

The District may, at its discretion, implement a direct deposit program for all payrolls. If the District elects to do so, members of the bargaining unit may elect to have deposits directed to a recognized banking institution of their choice.

- B. Aides are responsible for all “back dues” not paid during any leave granted under this Agreement. The District will be saved harmless by the CTAA from any action that might arise under “dues deduction” provisions.
- C. The CTAA will, with prior approval of the District, have reasonable use of school buildings for meetings, with custodial assistance, and space or use of the bulletin boards in offices and photocopy and other office machines for purposes of dissemination of information on behalf of Aides to Aides.
- D. All Aides will be permitted the use of the faculty facilities within the District.
- E. The District agrees to make available, upon request of CTAA, public information concerning the fiscal resources of the District, tentative budget requirements and

information dealing with conditions of employment and contracts of employment of all employee bargaining units of the District, for the purposes of assisting negotiations.

- F. Each school year, the president of the CTAA will, in September, formally notify the District in writing of the name and location of each official CTAA representative.
- G. The principal of each school will meet periodically with representatives of CTAA at the request of either party to discuss questions of mutual concern. In addition, the Personnel/Human Resources Administrator will meet periodically with representatives of the CTAA to discuss any problems, changes, appointments, revisions of the teacher aide program in general with a view of keeping the CTAA informed and to resolve unforeseen difficulties.
- H. Each Aide will have the right, at reasonable times and intervals to review or examine the contents of his/her personnel file upon written request, except for pre-employment materials deemed confidential.
- I. The District will provide legal assistance with its attorney, without cost or expense to the Aide, in defense of any legal action unless District investigators will disclose by clear and convincing evidence that the Aide was not properly performing within the scope of his/her duties as teacher aide.
- J. The District will save harmless from damages any Aide sued with respect to a claim for injuries to person or property except in cases of willful torts, arising from duties within the scope of employment.
- K. Aides who must appear in court in a District related matter will receive hourly pay

for attendance and mileage at the District's official rate when the appearance is specifically on the District's behalf. All hours and mileage must be documented for payment.

- L. The President of the CTAA, with the consent of the building principal, may take time off from his/her position, without pay, as he/she deems necessary to conduct the CTAA business, provided the President has made suitable and usual arrangements for coverage by a substitute. Time taken off and spent on the CTAA business will not be deemed an absence for any purpose.
- M. Aides summoned for jury duty will be paid their regular hourly rate for each day of service for their normal number of hours of District work. Aides must reimburse the District any pay or per diem remuneration received for jury duty. Reimbursements for transportation and meals are excluded.
- N. CTAA officers will have the right to visit the District schools. These visits will be confined to CTAA business and will not, under any circumstances, interrupt employee work service. All visits will be announced in advance to the building administrator or his/her designee.
- O. By no later than September 30th of each school year, the District will provide a listing to the CTAA President of unit members including name, date of hire, hourly rate, title and location of assignment.
- P. Email accounts will be established and access granted for all Aides covered by this Agreement.
- Q. The District will provide written notification to all members of their assignments

for the following school year by August 1 of each year, where practicable. Effective April 30, 2019, the District will provide written notification to all members of their assignments for the following school year by the Monday preceding Labor Day.

ARTICLE IV

WORK DAY AND WORK YEAR, INCLEMENT WEATHER

- A. All Aides in the unit will work each school day of the school year.
- B. Aides will be employed on an hourly basis.
- C. All Aides will be required to perform their duties on days when according to the school calendar, both students and teachers are in attendance, and either lunchroom or building duties or both, are required.
- D. No Aide will be required to go outside with children during rain or snow. Effective April 30, 2019, no Aide will be required to go outside with children when it is raining or snowing or before the snow has been cleared from the walkway or playground. No Aide will be required to go outside if the wind chill factor as reported on the District's website under AccuWeather is 21°F (effective April 30, 2019, 25°F) or less. For classes that go out at the end of their scheduled lunch period, the wind chill will be verified at the beginning of that lunch period by the main office. For classes that go out at the beginning of their scheduled lunch period, the wind chill will be verified 15 minutes before the start of the lunch period. If a heat advisory is issued by the Suffolk County Department of Health, teacher aides and children in their charge will comply with the departments' recommendation as pertains to outside activities.
- E. Outside assignments in individual schools will be equally rotated among the Aides in each school.
- F. Where an Aide fills a work position of a higher rate of pay, that Aide shall receive

the higher pay of that position for all time worked.

- G. The District will conduct mandatory workshops for all Aides. Workshops may include, but are not limited to, health and safety issues, general Special Education programs, and student management. Training workshops will occur during Superintendent Conference Days. All Aides will be compensated at their rate of pay for the days in attendance at the workshops. Effective July 1, 2019, all Aides will be paid no less than two hours at their regular hourly rate for time attending Staff/Superintendent's Conference Day.
- H. The Aides may from time to time be requested to provide chaperoning duties at their regular hourly pay rate.
- I. All Aides will be paid for the half school days scheduled at the end of the school year, provided that they report to work. Principals will have the right to assign clerical duties during these days with no differential to be paid. Assignments will be made only during hours when school is in session during this period.
- J. All members who work a double shift with the combined daily hours of six or higher will receive an unpaid lunch break of a half hour, in addition to the regular 15 minute paid break.
- K. Special Education Aides will be required to meet after school for department meetings as scheduled by the Director of Special Education, or designee, for a maximum of 10 meetings per year. The Director of Special Education, or designee, will provide at least 30 days' notice prior to scheduling a meeting. Special Education Aides will be compensated at their hourly rate for their

attendance.

ARTICLE V

SALARY SCHEDULE, SCHOOL CLOSING, VACATION PAY

A. Effective with the first payroll commencing on or after April 30, 2019, the hourly wages will be increased by 2%. Effective July 1, 2019, the hourly wages will be increased by 2%.

Effective July 1, 2020, the hourly wages will be increased by 2%. Effective July 1, 2021, the hourly wages will be increased by 2%. The hourly wage schedule will be as follows:

SALARY SCHEDULE

COMMACK TEACHER AIDES ASSOCIATION

	<u>18-19</u>	<u>19-20</u>	<u>20-21</u>	<u>21-22</u>
Hired before 7/1/89	\$18.05	\$18.41	\$18.78	\$19.16
Hired before 7/1/92	\$16.95	\$17.29	\$17.64	\$17.99
Hired on or after 7/1/92	\$15.90	\$16.22	\$16.54	\$16.88
Hired after 6/30/09	\$15.05	\$15.35	\$15.66	\$15.97
Special Ed. Aides - stipend	\$2.12	\$2.16	\$2.20	\$2.24
Clerical Aides, School Teacher Aides stipend	\$0.86	\$0.88	\$0.90	\$0.92
EpiPen Stipend	\$2.08	\$2.08	\$2.08	\$2.08

B. Aides will be paid when the calendar calls for a school day and the District allows for a closing as an extra holiday.

C. Aides will receive full pay for each and every day upon which school was originally scheduled but closed through acts of God or inclement weather.

D. Aides will be informed by the same line of communication as teachers and all other personnel regarding emergency school closings or delayed openings resulting from acts of God or other inclement weather.

- E. Vacation pay, in lieu of holidays, leave days and vacations, will be computed at 10% for the duration of the Agreement. This amount will be paid on or about June 30 of each year. This provision is not applicable to those hired on or after July 1, 1992.
- F. The District will provide three days at the individual regular Aide's pay rate and hours in the case of the death of a spouse, parent, child or sibling, grandparents and in-laws. The District will provide one day at the individual regular Aide's pay rate and hours in the case of the death of a niece or nephew. Upon the employee's return, documentation of proof of relationship and death notice may be requested from the Personnel Office in order to have days qualify for bereavement leave.
- G. Regular appointed members of the bargaining unit will be paid for up to two leave days per year. Leave days may be taken as either sick or personal. Unused leave days will be carried forward and may accrue to a maximum of 15 (effective April 30, 2019, 20 days). Upon separation from District employment, any bargaining unit member with 15 or more years of service will be paid for his/her accrued leave days.
- H. For members of the bargaining unit hired after June 20, 1992, an attendance bonus will be offered for good attendance. Regularly appointed Aides (including regular leave replacements) will receive an attendance bonus if they have been absent for seven or fewer days during the school year (not including absences due to bereavement). The bonus will be \$500 in all years of the contract. Aides first hired during the school year will have the bonus (and number of permitted absences)

prorated, except that Aides first hired on or after March 1 of each school year will not be eligible to receive the bonus in the year hired.

Effective April 30, 2019, eligible Special Education Aides will receive an attendance bonus as follows:

<u>Number of Absences</u>	<u>Bonus</u>
Five or fewer absences	\$750
Six absences	\$650
Seven absences	\$500

Effective July 1, 2019, this subsection H will be revised to read as follows:

1. Eligibility

a. Regularly appointed Aides (including regular leave replacements) hired after June 20, 1992 who have been employed for at least one full school year will be eligible for an attendance bonus for good attendance.

b. Regularly appointed Aides (including regular leave replacements) hired after June 20, 1992 who have been employed for less than one full school year will be eligible for a prorated attendance bonus for good attendance, provided that the Aide commenced employment before March 1 of that school year. The proration will apply to the number of permitted absences to establish good attendance as well as the bonus to be paid.

c. An Aide who is first hired on or after March 1 or who resigns before the end of the school year will be ineligible for the attendance bonus for that school year.

2. Good Attendance

a. An Aide has good attendance if he/she is absent seven or fewer days during the school year.

b. The following absences will not count for the purpose of determining good attendance:

- i. A paid day off for which an Aide is not required to use his/her accrued time;
- ii. An absence by a one-to-one Aide assigned to work in the High School or Middle School on the last three school days in June, provided that the student to which he/she is assigned is also absent; and
- iii. An absence by a one-to-one Aide on a date when the student to which he/she is assigned is also absent.
- iv. For purpose of calculating attendance for the Bonus:
 - 1. A full-day absence will count as a full-day absence;
 - 2. An absence of less than a full-day absence, but greater than a half-day absence will count as a full-day absence;
 - 3. A half-day absence will count as a half-day absence; and
 - 4. Any absence less than a half-day absence will count as a half-day absence.
- v. An Aide's failure to complete any required annual trainings during any given school year will render him/her ineligible for the Bonus.

3. Bonus:

- a. Effective April 15, 2019, eligible Special Education Aides will receive an attendance bonus as follows:

<u>Number of Absences</u>	<u>Bonus</u>
Five or fewer absences	\$750
Six absences	\$650
Seven absences	\$500

- b. All other Aides who have good attendance will be eligible for a \$500 bonus.

I. When a student is absent, the administration of the building to which the Aide is

assigned will make every effort to reassign the Aide to alternate duties. If this cannot occur and an Aide is sent home, the absence will not count against his/her leave accrual or attendance bonus.

- J. All members will be paid at their individual rate of pay and hours for Thanksgiving Day, not including the following Friday. Effective with the 2019-2020 school year, all members will be paid at their individual rate of pay and hours for Christmas Day.
- K. All Aides who are employed during the Commack Summer School Program and are in attendance for the entire program will be entitled to a "Perfect Attendance Bonus" of \$50.
- L. Effective April 30, 2019, a unit member who has completed 1,800 days on the District's payroll will receive a \$350 longevity payment to be paid in biweekly payments beginning the following September 1. Unpaid leave will not count toward a unit member's years of service. A resignation will result in the loss of accrued years of service for longevity purposes.

ARTICLE VI

INSURANCE COVERAGE, RETIREMENT AND DEATH BENEFITS

- A. Workers' compensation insurance will be carried in accordance with Appendix B-1.
- B. Disability insurance will be carried in accordance with Appendix B-2.
- C. The retirement plan and death benefit provided by the District for eligible employees who join the plan will be that set forth in Sec. 75c of the Retirement and Social Security Law of New York, which is reproduced in Appendix B-3.

STUDENT WORK LOAD, DISCIPLINE AND ADMINISTRATIVE SUPPORT

- A. The District recognizes its responsibility to give all reasonable support and assistance to Aides with respect to the maintenance of control and discipline in the classroom, play areas and cafeterias.
- B. The Administration and other professional personnel working with Aides are expected to give to Aides the same kind and degree of support and assistance in control and discipline matters as they give to teachers.
- C. Employees will not be required to work overtime. If an Aide is not relieved at the end of the normal working period, the Aide will remain on duty and attempt to notify the immediate superior of the failure to be relieved. If an Aide must remain on duty beyond the normal working period due to the failure of relief, the Aide will be paid for overtime at the Aide's regular hourly rate. Nothing contained herein will prevent an Aide, upon consent, from working overtime at the Aide's regular hourly rate upon proper authorization and request.
- D. When an Aide has been assigned to a classroom and has another assignment at the end of the period and the teacher fails to return to the classroom on time, the Aide will stay until relieved.
- E. The District will make arrangements for a student IEP to be reviewed with the Special Education Aide (One-to-One Aide) at a mutually agreed time with the teacher/administrator and the Aide. This review will occur in advance of the commencement of the assignment. If the review is to occur at a time that the Aide

would normally not be present at work, the Aide will be compensated for his/her time in reviewing the IEP with the teacher/administrator.

ARTICLE VIII

**SENIORITY, TRANSFERS, PROMOTIONS, SUBSTITUTE AIDES,
LAYOFFS AND RECALL**

- A. Seniority is defined as the total length of continuous service as an Aide in the District.
- B. Aides will have the right to lateral transfer from one school to another in the event openings or vacancies at other schools arise, based upon seniority, subject to approval of the accepting principal. Approval will not be unreasonably withheld. An opening or vacancy may consist of any existing unfilled position, or a newly created additional position.

Effective April 30, 2019, each Aide who applies for a vacant bargaining unit position in his/her building will be offered an interview.
- C. Transfers from two and one-half hours or three hours or longer assignments will be filled from within the unit subject to the approval of the accepting principal whose approval will not be unreasonably withheld. Where qualifications are relatively equal, seniority will prevail. If no applications for transfer are received, the Board may hire at will.
- D. The District will furnish to CTAA, and from time to time bring up to date, a list of Aides with the right of recall.
- E. Notice of openings, vacancies or promotions under "B," "C" and "D" above will be posted in individual schools and given to the CTAA President before interviews for the positions are commenced and the positions filled. All applications for teacher aide positions will be made to the Personnel/Human Resources Administrator.

- F. Prior to public notice, the District will post all openings for existing and newly-created non-professional and para-professional two, three, or more hour positions, so as to enable qualified Aides to apply for same. All applications will be made to the Personnel/Human Resources Administrator. No one will be hired on a permanent basis until posting of vacancies has been made.
- G. Notices of openings for clerical Aide positions will be provided to the CTAA President.
- H. In the event of layoff for lack of work, Aides will be laid off in reverse order of seniority from within their job title. Effective April 1, 2019, a laid-off Aide may retreat to a previously held bargaining unit position, and the least senior Aide holding that position will be laid off.
- I. A laid-off Aide will retain recall rights for one year, and laid-off permanent Aide will be rehired in order of seniority as any vacancies occur in their title without regard to whether they were laid-off from an elementary or secondary school position.
- J. Involuntary transfers may occur at the discretion of the building principal and the Personnel/Human Resources Administrator. Under no circumstances will the transfer be arbitrary or capricious. An involuntary transfer will only occur after discussion with the individual and a union representative and will take place no earlier than five school days from the date of the initial meeting.
- K. Effective April 30, 2019, the District will post opportunities for work assignments occurring outside of the regular work day (*e.g.*, stipended positions and clubs) in the

building where the opportunity exists.

ARTICLE IX

LEAVES OF ABSENCE

- A. Family or Medical Leave - An Aide may receive one year's leave without pay, renewable subject to Board of Education approval for one additional year, provided the Aide enters his/her request one month prior to scheduled day of return. The leave is limited to a maximum of 10 months or the remainder of a school year at the time of request, whichever is shorter, non-renewable.
- B. Personal Leave - An Aide may receive a personal leave, without pay, for a period of up to six months, subject to application to, and approval by, the Board of Education.
- C. Aides on leave as provided above must provide a notice of intent to return. Each Aide on an approved leave must provide written notice of intent to return, by certified, return receipt mail, to the Superintendent of Schools between 25 and 30 calendar days before the end of the approved leave. Failing to provide the notice, the District will assume that the Aide does not intend to return.
- D. A "long-term" aide substitute is defined as one appointed to fill a vacancy that is known to be longer than 30 calendar days. A "per diem" aide substitute will be defined as one appointed for less than a 30 calendar day period, but in no case longer than 10 months. Long-term aide substitutes after 30 days will be paid at the regular teacher aide rate for that position. Dues will be deducted after the first 30 days, provided that the District has received authorization for the deduction.

ARTICLE X

GRIEVANCE AND ARBITRATION PROCEDURES

The grievance and arbitration procedures will be those set forth in Appendix D.

ARTICLE

XI

DISCHARGE

- A. During the first 12 weeks of regular employment, an Aide may be discharged without cause. Following those 12 weeks of regular employment, an Aide will not be discharged except for good and sufficient reason.
- B. If an Aide with more than one school term of continuous service is to be discharged, written notice of the discharge will be given, two weeks prior thereto, to the employee who will be given a written statement of the reason for discharge.
- C. A hearing before the Board upon any discharge will be held, upon request of the employee, provided the request is made in writing within five school days of receipt of such request for written reasons for discharge. The hearing will be held no later than 30 school days from request for hearing.

ARTICLE XII

EVALUATION OF AIDES

Employees will receive a copy of any evaluation, reprimand or critical statements of their work, performance or conduct which is placed in their permanent personnel folder. Employees may make written response to the evaluation, reprimand or critical statements and the response will be placed in the employee's permanent personnel folder.

ARTICLE XIII

ENTIRETY OF AGREEMENT

- A. The covenants hereby entered into and appended will constitute the entire Agreement between the parties.

- B. 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 the additional funds therefor, shall not become effective until the appropriate legislative body has given approval.
- C. Except where a provision of this Agreement supersedes an existing benefit or practice, no provision of this Agreement will be construed to diminish the wages and terms and conditions of employment in effect on June 30, 1983.

ARTICLE XIV

FUTURE NEGOTIATIONS

No later than January 15, 2022, the parties will enter into good-faith negotiations over the terms and conditions of employment for the succeeding school year and will continue in negotiations until full and complete agreement has been reached.

ARTICLE

XV

PROMULGATION OF CONTRACT

The CTAA will be responsible for the distribution of copies of this Agreement to each and every Aide in the District. Proof of distribution will be supplied to the District within 10 days after the Agreement has been printed or otherwise reproduced and, if the CTAA fails to see to the delivery of a copy of the Agreement to any Aide after proof of distribution has been made, the District will be free to distribute copies of the Agreement to any Aide to whom the CTAA has not made distribution.

ARTICLE XVI

DURATION OF AGEEMENT

The Agreement will be effective for the period July 1, 2018 through June 30, 2022.

Dated: _____ Commack, New York

COMMACK PUBLIC SCHOOLS

Steven Hartman, President

Donald James, Ed. D., Superintendent of Schools

COMMACK TEACHER AIDES ASSOCIATION

Magda Ferreira, President

APPENDIX A

DESCRIPTION OF UNIT WORK

1. The work of the unit to be performed by the Aides, consists of: aid to teachers, nurses, secretaries and students in the supervision of school children, boarding and alighting from buses at school, in the play areas, library, cafeteria, halls and classrooms, during any hours of the school day, including extracurricular activities, with or without the presence of a teacher. In addition, the high school Aides work will consist of checking the bathrooms for smoking and any other misconduct of the students, checking the halls and students for passes from classes and supervising the internal suspension classrooms. The clerical aides' or school monitors' work will consist of keeping records on attendance, lateness, cuts from classes and making telephone contact with parents in connection with these records. When required, the clerical aide will assist the dean of discipline.
2. (a) The work of the unit does not include such tasks as: selling food, milk or snacks, cleaning tables and utensils, moving garbage cans and collecting money for cafeteria personnel.

(b) Aides may not volunteer to perform the tasks listed in 2(a) above.

APPENDIX B-1

WORKERS' COMPENSATION INSURANCE

Workers' compensation covers all employees who are injured while engaged in a job-related activity at no cost to the employee. This coverage is mandated by State law.

APPENDIX B-2

DISABILITY INSURANCE

Coverage: New York State Disability Insurance covers employees who are injured or become ill while not engaged in a job-related activity.

APPENDIX B-3

RETIREMENT PLAN AND DEATH BENEFITS

- A. The District agrees to cover all eligible employees under Section 75(c) of the New York State Retirement Plan.
- B. All eligible employees will be covered under the insurance section 60(b) of the New York State Retirement system.

APPENDIX C

RECOGNITION DAY

Aides will be recognized by the District as part of the regular clerical worker Recognition Day.

APPENDIX

D

GRIEVANCE AND ARBITRATION PROCEDURES

- A. The District, in compliance with Article 16 of the General Municipal Law (Chapter 554 of the Laws of 1962) regarding the establishment of grievance procedures for public employees, does hereby establish and adopt the following procedures for the

orderly settlement of grievances of employees of the Commack Union Free School District, State of New York, to be effective July 1, 1970.

- B. In order to establish a more harmonious and cooperative relationship between the Board of Education of Commack Public Schools, State of New York, it is hereby declared to be the purpose of these procedures to provide a means of orderly settlement of differences, promptly and fairly, as they arise and to assure equitable and proper treatment of employees pursuant to established rules, regulations and policies of the District. The provisions of these procedures will be liberally construed for the accomplishment of this purpose.
- C. "School District" will mean Commack Public Schools, State of New York.
- D. "Board of Education" will mean the Board of Education of Commack Public Schools.
- E. "Public employee" or "employee" will mean any Aide in the unit described in Article I, A. above.
- F. "Administrator" means any employee responsible for or exercising any degree of supervision or authority over another employee.
 - (1) "Chief Administrator" will mean the Superintendent of the School District.
 - (2) "Immediate Supervisor" will mean the administrator to whom another employee is directly responsible.
 - (3) "Intermediate Supervisor" will mean the administrator (other than the Chief Administrator) to whom the immediate supervisor is

directly responsible.

- G. “Representative” will mean the person or persons designated by the aggrieved employee as his/her counsel or to act on his/her behalf.
- H. “Grievance” means any claimed violation, misinterpretation, or inequitable application of any existing laws, rules, regulations, or policies that relate to or involve the employee or groups of employees in the exercise of the duties assigned to him/her, or may call attention to the need for a policy.
- I. It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged.
- J. An employee, or the CTAA, will have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.
- K. At all stages, an employee will have the right to be represented by a person or persons of his/her own choice. The CTAA will have the right to initiate any grievance at any appropriate stage.
- L. Each party to a grievance will have access at reasonable times to all written statements and records pertaining to the case.
- M. All hearings will be confidential at the discretion of aggrieved employee or the CTAA.
- N. It will be the responsibility of the Chief Administrator of the District to take steps as may be necessary to give force and effect to these procedures. Each administrator

will have the responsibility to consider promptly each grievance presented to him/her and make a determination within the authority delegated to him/her within the time specified in these procedures.

O. The function of these procedures is to assure equitable and proper treatment under the existing laws, rules, regulations and policies that relate to or affect the employee in the performance of his/her assignment. They are not designed to be used for changing rules or establishing new ones. Nothing herein will be deemed to be in conflict with any other part of the Agreement.

P. The District agrees that, in grievances prosecuted by an individual employee, no grievance adjustment or disposition will be inconsistent with the terms and provisions of this Agreement, and that no grievance hearing will be held unless the CTAA has been afforded notice and an opportunity to be present.

Q. Grievance Procedures:

(1) Informal Stage - the aggrieved employee or CTAA will orally present his grievance to his/her immediate supervisor who will orally and informally discuss the grievance with the aggrieved employee or CTAA. The immediate supervisor will render his/her determination to the aggrieved employee or CTAA within five school days after the grievance has been presented to him/her. If the grievance is not satisfactorily resolved at this stage, the aggrieved employee or CTAA may proceed to the intermediate stage or formal stage as the case may be.

(2) Intermediate Stage - Within 10 school days after a determination has been made at the preceding stage, the aggrieved employee or CTAA may, in writing, present his/her grievance to the intermediate supervisor to whom his/her immediate supervisor is immediately responsible, if applicable, who will orally discuss the grievance with the aggrieved employee or CTAA. The intermediate supervisor will render his/her written determination to the aggrieved employee or CTAA within 10 school days after grievance has been presented to him/her. If the grievance is not satisfactorily resolved at this stage, the aggrieved employee or CTAA may proceed to the formal stage.

(3) Formal Stage

(a) Within 10 school days after a determination has been made by the immediate supervisor or intermediate supervisor, as the case may be, the aggrieved employee or CTAA may make a written request to the Chief Administrator or his/her designee for a review and determination. If the Chief Administrator designates a person to act in his/her behalf, he/she will also delegate full authority to render a determination in his/her behalf.

(b) The Chief Administrator or his/her designee will immediately notify the aggrieved employee or CTAA,

immediate supervisor, intermediate supervisor and any other administrator previously rendering a determination in the case to submit written statements to him/her within 10 school days setting forth the specific nature of the grievance, the facts relating thereto, and the determinations previously rendered.

- (c) If this is requested in the written statement of either party pursuant to paragraph 2, above, the Chief Administrator or his/her designee will notify all parties concerned in the case, of the time and place when an informal hearing will be held where the parties may appear and present oral and written statements supplementing their position in the case. The hearings will be held within 10 school days of receipt of the written statements pursuant to paragraph 2.
- (d) The chief administrator or his designee will render his/her written determination within 10 school days after the written statements pursuant to paragraph 2 have been presented to him/her.
- (e) The Intermediate Stage and the Final Stage of the procedure will include a written decision determining

the grievance. In the absence of a written decision, the time within which to process the grievance will be stayed until the written decision is rendered.

R. Binding Arbitration Procedure:

- (1) If the grievance has not been satisfactorily resolved in the above stages, either party to this Agreement (the District or the CTAA, and no other person) may, within 10 school days of the determination required by Q. (3)d., above, make a written demand for arbitration to the Public Employment Relations Board in accordance with its Rules and Procedures then prevailing. The arbitrator so appointed must be mutually approved by the parties to this Agreement.
- (2) The arbitration will be final and binding upon both parties. Any award of the arbitrator will be promptly complied with, and, in any event, will be enforceable under the laws of New York.
- (3) All expenses will be equally divided by the parties to this Agreement.
- (4) This stage of the grievance procedure will apply only to grievances arising out of disputes concerning the meaning, interpretation or application of the terms and provisions of this Agreement without regard to Section H above.

- (5) All binding arbitration will be held within the geographical boundaries of the District.