

OFF-THE-RECORD DRAFT PROPOSAL. THIS DOCUMENT, ITS EXISTENCE AND CONTENTS, MAY NOT BE REVEALED BY THE CTAA OR ITS AGENTS TO ANY 3RD PARTY WITHOUT THE PRIOR WRITTEN PERMISSION OF THE DISTRICT'S LABOR COUNSEL.

STIPULATION OF AGREEMENT made and entered into by and between the negotiating committees for the Commack Union Free School District ("the District") and Commack Teacher Aides Association ("the Association").

WHEREAS, the parties have engaged in good faith negotiations in an effort to arrive at a successor agreement to the contract that covered the period July 1, 2018 through June 30, 2022 and expired on June 30, 2022; and

WHEREAS, the parties have arrived at a tentative agreement for an agreement that covers the period July 1, 2022 through June 30, 2026; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby stipulate and agree as follows:

1. The provisions of this Agreement are subject to ratification by the Association's membership and ratification and approval by the Board of Education.
2. The signatories below and their negotiating committees agree to recommend this Agreement for ratification/approval.
3. All proposals not covered herein made by either party during the course of negotiations will be deemed dropped.
4. A copy of this original document has been furnished to representatives of the Association.
5. Cover Page. Replace "2018" with "2022" and "2022" with "2026."
6. Article I(B) (Recognition, Work of the Unit, Freedom to Join CTAA). Delete the last sentence of Paragraph B.
7. Article IV(D) (Work Day and Work Year, Inclement Weather). Paragraph D of the

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Agreement is hereby deleted and replaced with: "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 at the District's Administration Building (Hubbs) as reported on the District's website under Quick Links is 25 degrees Fahrenheit or less. For classes that go out at the end of their scheduled lunch period, the wind chill factor 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 factor 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, Aides and children in their charge will comply with the departments' recommendations as it pertains to outside activities."

8. Article IV (G) (Work Day and Work Year, Inclement Weather). Delete Paragraph G and replace it with: "The District will conduct mandatory workshops for all Aides. Workshops may include, but not limited to, health and safety issues, general Special Education programs and student management. Training workshops will occur during Superintendent Conference Days and all Aides will be required to attend at least two of the scheduled Superintendent Conference Days. All Aides will be compensated at their rate of pay for the days in attendance at the workshops and such Aides will not be paid less than two hours at their regular hourly rate per day for time attending Staff/Superintendent's Conference Day."

9. Article IV (H) (Work Day and Work Year, Inclement Weather). Delete Paragraph H and replace it with: "The Aides may from time to time be requested to provide chaperoning duties at \$25 per hour."

10. Article V(A) (Salary Schedule, School Closing, Vacation Pay). Section A will be

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revised to read as follows:

“A. Effective with the first payroll period commencing on or after the complete ratification and approval of the 2022-2026 Agreement, the hourly wages will be increased by 2.25%. Effective July 1, 2023, the hourly wages will be increased by 2.25%. Effective July 1, 2024, the hourly wages will be increased by 2.25%. Effective July 1, 2025, the hourly wages will be increased by 2.25%.

The hourly wage schedule will be as follows:

SALARY SCHEDULE

COMMACK TEACHER AIDES ASSOCIATION

| | <u>22-23</u> | <u>23-24</u> | <u>24-25</u> | <u>25-26</u> |
|------------------------------|--------------|--------------|--------------|--------------|
| Hired before 7/1/92 | \$18.39 | \$18.81 | \$19.23 | \$19.66 |
| Hired on or after 7/1/92 | \$17.26 | \$17.65 | \$18.05 | \$18.45 |
| Hired after 6/30/09 | \$16.33 | \$16.70 | \$17.17 | \$17.46 |
| Special Ed. Aides Stipend | \$2.29 | \$2.34 | \$2.39 | \$2.45 |
| School Teacher Aides Stipend | \$1.25 | \$1.28 | \$1.31 | \$1.34 |
| Clerical Aides Stipend | \$0.94 | \$0.96 | \$0.98 | \$1.01 |
| EpiPen Stipend | \$2.08 | \$2.08 | \$2.08 | \$2.08 |

11. Article V (D) (Salary Schedule, School Closing, Vacation Pay). Delete reference to “acts of God.”

12. Article V (F) (Salary Schedule, School Closing, Vacation Pay). Paragraph F is hereby deleted and replaced with: “The District will provide five 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 an aunt, uncle, niece or nephew. Upon the employee’s return,

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documentation of proof of relationship and death notice may be requested from the Personnel Office in order to have days qualify for bereavement leave. Bereavement leave must be taken within three months of death.”

13. Article V(L) (Salary Schedule, School Closing, Vacation Pay). Paragraph L is hereby deleted and replaced with: “The District will offer a longevity increment of \$50 to all members who have completed five years of continuous service in the unit; a longevity increment of \$350 to all members who have completed ten years of continuous service in the unit; a longevity increment of \$400 to all members who have completed 15 years of continuous service in the unit; and a longevity increment of \$600 to all members who have completed 20 years of continuous service in the unit. For purposes of determining years of service, the District will utilized the member’s longevity credit. Longevity credit is the hire date less any unpaid leaves of absence.”

14. Article VIII (E) (Postings). At the end of the first sentence, add: “Effective May 5, 2023, the prior sentence will be deleted, and notices of openings, vacancies or promotions will be electronically posted.”

15. Article IX (A) (Leaves of Absence). Add to the end of Paragraph A: “Requests for a medical leave must be accompanied by documentation from a health care provider certifying the need for and duration of the leave.”

16. Article IX (B) (Leaves of Absence). Revise to read as follows: “An Aide may submit to the Superintendent of Schools a written application for a personal leave, without pay for a period of six months. The reason for the leave must be submitted with the application. The application is subject to the discretionary approval, first by the Superintendent of Schools and then by the Board of Education. Personal leave cannot be used to extend vacation periods,

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weekends or holidays or to take vacations or engage in other employment.”

17. Article XIV (Future Negotiations). Replace “2022” with “2026.”

18. Article XVI (Duration of Agreement). Replace “2018” with “2022” and “2022” with “2026.”


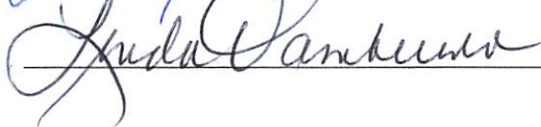
19. Appendix A(1) (Description of Unit Work). Replace “smoking” with “smoking/vaping”.

FOR THE DISTRICT:



Date: _____
Date: _____
Date: _____
Date: _____

FOR THE UNION:

Date: 5/3/23
Date: 5/3/23
Date: _____
Date: _____
Date: _____