

AGREEMENT

between the

COMMACK UNION FREE SCHOOL DISTRICT

and the

United Public Service Employees Union

July 1, 2016 to June 30, 2020

TABLE OF CONTENTS

		<u>Page No.</u>
Article I	Recognition and Union Status	1
Article II	Payroll Deductions	1
Article III	Employment and Probation	1
Article IV	Student Aides, Substitutes and Per Diems	2
Article V	Compensation	2
Article VI	Hours of Workweek	4
Article VII	Overtime	5
Article VIII	Emergency Work	6
Article IX	Prior Benefits and Conditions	7
Article X	Seniority, Promotions, Transfers and Discharges	7
Article XI	Holidays	9
Article XII	Leave	10
Article XIII	Relief Periods	12
Article XIV	Health and Welfare	12
Article XV	Retirement Benefits	14
Article XVI	Vacations	14
Article XVII	General Clauses	15
Article XVIII	Visitation	18
Article XIX	Shop Stewards	18
Article XX	Joint Committee	19
Article XXI	Grievance Procedure	19
Article XXII	Statutory Requirement	20
Article XXIII	Duration	20
	Signed Agreement	
Schedule A	Salary Schedules	21
Schedule B	Painting Agreement	25
Schedule C	Non-Contributory Life Insurance Plan Summary	27
Schedule D	Longevity Clause	28

AGREEMENT made and entered into this 16th day of February 2017, by and between the COMMACK UNION FREE SCHOOL DISTRICT, Commack Schools, Towns of Huntington and Smithtown, Commack, New York (designated as the "District"), and United Public Service Employees Union, 3555 Veterans Highway, Suite H, Ronkonkoma, New York 11779 (designated as the "Union").

**ARTICLE I
RECOGNITION AND UNION STATUS**

The District recognizes the Union as the sole and exclusive bargaining agent, during the period of implementation of the Agreement, for its custodial maintenance and grounds employees, as is more fully shown in Appendix "A" to this Agreement.

**ARTICLE II
PAYROLL DEDUCTIONS**

A. The District will deduct the dues as prescribed by the constitution and By-Laws of the Union on the first pay day of the month and will forward same to the Secretary-Treasurer of the Union by the tenth of the following month. The same procedure will be followed whenever an agency fee is applicable in lieu of membership dues.

B. The District will deduct the dues on the basis of individually signed dues deduction authorization cards.

C. In case earnings for any period are insufficient to cover dues, payment for such dues shall be made by the employee directly to the Union.

D. The Union shall indemnify and save the District harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of action taken or not taken by the District for the purpose of complying with any of the provisions of this Article, or in reliance of any list, notice of assignment furnished under any provision of such.

E. The District, after formal request from any employee within the unit, shall supply the necessary forms and make deductions in accordance with the employee's request concerning U.S. Savings Bonds and Teachers Federal Credit Union in accordance with existing policy.

**ARTICLE III
EMPLOYMENT AND PROBATION**

Each person employed in any of the categories in Article I of this Agreement shall be placed on probation for a period of ninety (90) calendar days which period may be extended by employer upon notice to the Union and employee for an additional ninety (90) day period. Employees hired on or after February 16, 2017 will be placed on

probation for a period of five months which period may be extended by the District upon notice to the Union and employee for an additional 90 day period. If at the end of this period, his/her work is considered to be satisfactory, he/she shall be considered to be a permanent employee of the School District and seniority shall date from the first day worked.

**ARTICLE IV
STUDENT AIDES, SUBSTITUTES AND PER DIEMS**

The District reserves the right to employ student aides to assist the custodians and groundsmen in performing only cleaning and light grounds work. The workweek for student aides shall be Monday to Friday, three (3) hours per day to a maximum of fifteen (15) hours per week. The District agrees that the maximum number of student aides will at no time exceed thirty (30). The District reserves the right to call in a substitute and/or per diem only to fill in for an employee who is absent during his/her regular shift.

**ARTICLE V
COMPENSATION**

A. Classification

1. Employees covered by this Agreement shall be classified in the categories as shown in Appendix "A" to this Agreement, and paid in accordance with the wages therein.

Effective February 16, 2017, new Steps 1 and 2 will be added to the salary schedule. As per Appendix "A," Step 1 will be \$6,000 less than Step 3, and Step 2 will be \$3,000 less than Step 3. Each employee will be placed on the step corresponding to the base salary he/she receiving as of June 30, 2016.

Effective February 16, 2017, each step of the 2015-2016 salary schedule will be increased by 0.5%, as per Appendix "A." For the 2016-2017 school year, there will be no step movement for employees whose anniversary date is between January 1 and June 30. Effective July 1, 2017, each step on the 2016-2017 salary schedule will be increased by 1.5%, as per Appendix "A." Step movement for the 2017-2018 school year will be delayed until January 1, 2018. Effective July 1, 2018, each step on the 2017-2018 salary schedule will be increased by 1.75%, as per Appendix "A." Step movement for the 2018-2019 school year will be delayed until January 1, 2019. Effective July 1, 2019, each step on the 2018-2019 salary schedule will be increased by 1.75%, as per Appendix "A." Step movement for the 2019-2020 school year will be delayed until January 1, 2020. Effective February 16, 2017, and except as otherwise set forth in this Agreement, step movement will take place on July 1, unless the parties agree otherwise.

Employees hired on or after July 1, 2016 with a starting date between July 1 and December 31 will move to the next higher step on the following July 1. Employees hired on or after July 1, 2016 with a starting date between January 1 and

June 30 will move to the next higher step on the July 1 following the end of the next school year.

2. Any employee directed to assume the job duties and responsibilities of a higher paid classification for more than one work day shall at the time of such designation be paid at the higher paid classification rate of pay at his/her present pay grade level from the first day.

3. Should the District contemplate any change in classifications, such action will be taken after prior notice and discussion with the Union.

4. Painting in the District may, at the District's option, be performed by the custodial staff and paid as per Appendix "B" to this Agreement.

5. All employees will be paid as per their classification in the contract and no private arrangements will be permitted.

B. Shift Differential

All employees who are employed on the evening or night shifts will receive a pay differential. The pay differential will be prorated for employees who enter or leave these shifts during the year.

	Evening Shift	Night Shift
Effective July 1, 2016	\$1,835	\$2,112
Effective July 1, 2017	\$1,862	\$2,144
Effective July 1, 2018	\$1,895	\$2,181
Effective July 1, 2019	\$1,933	\$2,225

C. Both parties agree that all pay will be made through a mandatory direct deposit program. All employees shall have the right to select one recognized banking account to which the District shall deposit all payroll according to the bi-weekly payroll schedule published each year. Direct deposit shall commence at the District's discretion, and forms shall be provided by the District for the employee's use in directing which institution shall receive funds.

D. Retirement Incentive. Any employee who is employed by the District as of February 16, 2017 and notifies the District in writing by no later than June 1, 2020 of his/her irrevocable intent to retire from District employment by no later than June 30, 2020 will, within 30 calendar days of his/her retirement, receive a one-time lump sum cash payment equivalent to the lesser of 25% of his/her base salary or \$5,000, minus applicable taxes and withholdings. This paragraph will sunset and be of no further force and effect as of June 30, 2020 at 11:59:59 p.m. The District has no obligation to negotiate an extension or renewal of this paragraph's terms.

**ARTICLE VI
HOURS OF WORKWEEK**

A. The workweek for all regular full-time custodial, maintenance and grounds employees covered by this Agreement shall be five (5) days, Monday to Friday, inclusive, consisting of forty (40) hours per week on the basis of eight (8) hours per day exclusive of lunch; except that during the months of July and August, Christmas, mid-Winter and Spring recesses, the work day will be seven (7) hours per day (excluding lunch) and thirty-five (35) hours per week.

B. Tuesday to Saturday Workweek.

1. Any regular full-time custodial, maintenance or grounds employee covered by this Agreement who is hired on or after August 7, 2014 may be assigned to a regular workweek of Tuesday to Saturday, consisting of 40 hours per week on the basis of 8 hours per day exclusive of lunch; except during the months of July and August, Christmas, mid-Winter and Spring recesses, the work day will be 7 hours (excluding lunch) and 35 hours per week.

i. The District will post in each building any vacancy for a custodial, maintenance or grounds employee to be assigned to the Tuesday to Saturday schedule for a period of at least seven calendar days. Any regular, full-time employee holding the job title listed on the posting may submit a written request to be assigned to that position.

ii. It is agreed that, when all conditions and qualifications are equal, seniority will prevail in granting a request to be assigned to the Tuesday to Saturday schedule.

2. Employees assigned to a regular workweek of Tuesday to Saturday will be assigned to work a day shift on Saturdays regardless of the shift they are assigned to work on the other days of the workweek. Upon receiving the prior written approval of the Director of Facilities or his/her designee, an employee assigned to the evening shift (2:30 p.m. to 11:00 p.m.) will be permitted to work a shift of 1:30 p.m. to 10:00 p.m. on Fridays.

3. An employee and the District may agree that, for the period beginning with the first full week after the end of the school year through first full week immediately preceding the week that includes August 15, his/her workweek will be Monday to Friday.

4. If any health or safety issue arises with regard to the establishment of the Tuesday to Saturday workweek, the parties will meet as soon as practicable to resolve the issue.

C. Summer Hours and Recesses. Summer hours and recesses will be for all employees as follows: 7:00 a.m. to 2:30 p.m. except in the secondary schools where one person will work 8:00 a.m. to 3:30 p.m. on a rotating basis and the administration building (including in leased buildings) where one person will work 2:30 p.m. to 10:00 p.m. on a rotating basis. The work hours in the elementary schools for the summer and recesses will be 7:00 a.m. to 2:30 p.m. except for the last two weeks in August when one person will work 8:00 a.m. to 3:30 p.m. on a rotating basis. Effective July 1, 1999, there will be no fifteen minute p.m. break during the summer workdays.

D. Training. Effective July 1, 1999, employees will be required to attend two (2) hours annually, without compensation, training relating to asbestos handling a safety and right-to-know.

E. Shifts. The above-described employees shall work in any of the following shifts: 1) day shift; 2) evening shift; and 3) night shift. No employee shift will be changed to more than one hour ahead or behind unless the school starting times are changed in subsequent years and then once new shift times are established variation will still be limited to one hour ahead or behind.

ARTICLE VII OVERTIME

A. All overtime must be authorized by the District, which does not guarantee that there shall be any overtime.

B. All overtime shall be assigned on a rotating, non-discriminatory basis among full-time employees within a department, by building, classification, skill and shift. The District will provide an availability list for overtime assignments for use after it has been offered by building, classification, skill and shift.

C. Overtime shall be paid at the rate of time and one-half and shall be computed on a daily and weekly basis, after eight (8) hours and forty (40) hours worked respectively; however, overtime shall not be pyramided, and no employee shall receive both daily and weekly overtime for the same hours worked. Employees with a regular schedule of less than 8/40 hours shall be paid straight time for additional hours worked under 8/40 hours. During summer vacation, Christmas, mid-Winter and Easter vacations, overtime for all regular full-time employees will be based on 8/40 hours. Straight time will be paid from 7/35 hours to 8/40 hours.

D. The rate of time and one-half shall be used in computing overtime occurring Monday through Saturday.

E. All work performed on a Sunday shall be paid at the rate of double time.

F. When an employee is notified before the end of his/her shift to report in

early on the next shift, he or she will be paid at regular overtime rates of pay for hours worked.

G. Overtime pay shall be paid on the following pay period.

H. For those employees working in a higher paid classification as per Article V, Section A.2., overtime shall be paid at the higher classification rate of overtime work in actual performance of the duties of the higher classification.

ARTICLE VIII EMERGENCY WORK

A. Any employee who is directed to report for work and who presents himself/herself for work shall receive the equivalent of at least four (4) hours' straight time pay. This clause does not apply to early report on regular assignment. (Ref. Article VII F);

Any employee called in for Emergency Work shall only be required to perform the work for which the emergency was called. Employees hired after January 1, 1992 shall receive the equivalent of at least three (3) hours straight time and may be assigned duties as determined by the District during the Emergency call.

B. Snow Removal

All snow removal work shall be paid at premium rates on the following schedule:

1. Snow removal work performed outside normal working hours, Monday through Saturday, shall be paid at time and one-half.
2. Snow removal work performed on Sunday shall be paid at double time.
3. Any employee called for snow removal work outside of normal working hours shall receive a minimum of four (4) hours' pay on the day or days involved. This clause does not apply to early report on regular assignment or additional time at the assignment or additional time at the assignment. (Ref. Article VII F).
4. Any employee physically unable to perform snow removal work shall not be required to do so. However, the District may require medical certification of same by the District's Physician at no cost to the employee.

**ARTICLE IX
PRIOR BENEFITS AND CONDITIONS**

A. Except where a provision of this Agreement supersedes an existing benefit or practice, no provision of this Agreement shall be construed so as to diminish the prior wages and terms and conditions of employment in effect on June 30, 1991 which have been officially sanctioned by the District.

B. No part of the agreement shall be construed to preclude the District from giving any further benefits to its employees upon prior notification to the Union.

C. Except as otherwise superseded by the Agreement, existing District personnel policies, as referred to in Paragraph A, shall not be reduced or withdrawn without good cause.

**ARTICLE X
SENIORITY, PROMOTIONS, TRANSFERS AND DISCHARGES**

A. Seniority

Seniority for all unit employees shall be computed from the date of commencement of full-time employment. Service as a full-time leave replacement will count for purposes of computing an employee's seniority, provided that there is no break in service prior to becoming a full-time employee. Service as a call-in or per diem substitute will not count for purposes of an employee's seniority.

If layoffs become necessary, part-time and probationary employees shall be laid off before any permanent full-time employees shall incur a reduction in straight time pay. If after all part-time and probationary employees have been laid off and other reductions in work force are necessary, then employer shall lay off in accordance with the principles of Seniority and subject to the provisions of Article IV, Job Security, provided the retained employee can efficiently perform the required work. For the purpose of reduction in force, seniority shall be classification wide, provided no employee shall have less seniority in the classification in which he/she was originally hired than his/her total District-wide Seniority.

When recalls occur, employees will be recalled in the inverse order in which they were laid off by the District's sending a written notice to the employee by registered or certified mail return receipt requested, requesting him/her to return to work. An employee shall not be deemed to have waived his/her right to return to work unless he/she does not report within two (2) weeks.

B. Promotions

1. The parties agree that in the case of a promotional opportunity with mutual agreement, a representative of the Unit may be invited to be present with any

interview committee. In addition, it is agreed that when all conditions and qualification are equal, seniority shall prevail in granting a promotion. A promotion is defined as an opportunity for a position of a higher grade and title at a higher salary level.

2. No vacancy or new position will be filled by hire, transfer or promotion, until such vacancy has been posted for five (5) working days, so that present employees have the opportunity to apply for such position and to have their application considered. An employee appointed or promoted to a new position on the salary schedule will be notified in writing.

3. The District shall make every attempt to fill job openings in the classifications within this unit by employees within the Union.

4. Any employee promoted shall be cross-slotted at his/her present pay grade level.

5. The District shall post all newly-created positions or openings and shall make every effort to fill those vacancies within sixty (60) working days of the creation of the vacancy or opening.

C. Transfers

Except in an emergency, no employee will be permanently transferred from one shift or building in the District to another without prior discussion and notice to the Union. The following procedure will be followed in relation to transfers:

1. Volunteers will be sought.

2. If no volunteers are to be found, then the least senior employee will be transferred from the department, building or shift.

Any transfer disputed by the Union shall first be reviewed by the Personnel Department and if it cannot be resolved, shall then become subject to the Grievance Procedure as contained herein. Claims of unusual personal hardship resulting from any such transfer may also be processed through the Grievance Procedure. There shall be no transfers for disciplinary purposes. No transfer may be made without a one-week notice. Employees hired after June 30, 1996 may be transferred without restriction at any time during the first four (4) years of employment in the District. After completion of four (4) years, the provisions stated above apply.

D. Discharge

1. There shall be no discharge except for just cause. The Union reserves the right to dispute any discharge. If the parties fail to agree, the matter shall be submitted to the contract arbitrator. In the event the employee being subjected to

discharge is entitled to a hearing pursuant to Section 75 of the Civil Service Law, the District agrees to appoint the contract arbitrator as the hearing officer.

2. In any case where an employee is discharged, the employer will immediately give written notice to the Union.

E. Wherever Civil Service Law and the provisions of the contract with regard to seniority, layoff, recall and related subjects are in conflict, the Civil Service Law will be the controlling factor.

F. “Layoff Bonus” Clause

In the event an employee is laid off by reason of declining enrollments and the consequent closing of schools, said employee will receive one week’s pay for each year of service to the district. This layoff bonus will only be available to employees with five or more years of service to the District. Employees hired after January 1, 1992 shall not become eligible to receive any “layoff bonus” during the term of their employment.

**ARTICLE XI
HOLIDAYS**

A. There will be 15 guaranteed paid holidays for all 12 month employees. Effective July 1, 2016, there will be 16 guaranteed paid holidays for all 12 month employees. Effective July 1, 2017, there will be 17 guaranteed paid holidays for all 12 month employees. The District will publish a list with the holidays no later than September 1 each year. For any holiday falling on a Monday, employees working a Tuesday to Saturday workweek will receive a paid holiday on the Tuesday immediately following the Monday holiday. The District agrees to consult with a Union representative prior to the selection of individual holidays.

B. All employees required to work on a holiday shall receive double time in addition to their regular pay.

C. All employees required to work on a paid holiday shall be guaranteed a minimum of four (4) hours’ work.

D. The holidays provided for in this Agreement shall be posted on bulletin boards in a conspicuous place.

**ARTICLE XII
LEAVE**

A. Sick Leave and Personal Leave

1.

Date of Hire	Leave Days Earned
On or before January 1, 1992	17 days
January 2, 1992 – July 1, 1992	16 days
July 2, 1992 – July 1, 1993	15 days
July 2, 1993 and thereafter	14 days

Days earned by employees will be credited on July 1. Sick leave and personal leave will be pro-rated in the first and last years of employment.

2. Upon the death of an employee, his beneficiary will receive one-half day's pay for all unused leave days.

3. On or before August 1st of each contract year, each employee will receive a statement showing his unused leave up to an including June 30th of that year.

4. Upon the retirement of an employee with a minimum of five years' service to the District (ten years for employees hired after January 1, 1992), he/she will receive one-half day's pay for all unused leave days. Employees hired after March 1, 1995 shall receive one-third day's pay for all unused leave days.

5. After leaving the District after service of at least five years (ten years for employees hired after January 1, 1992), an employee shall receive one-half day's pay for all unused leave days. Employees hired after March 1, 1995 shall receive one-third day's pay for all unused leave days.

6. When the District is credited or paid by the insurance carrier for sick leave payments made in a Workers' Compensation absence, the employee will be credited for the time equivalent of the amount received.

7. All employees who have used their accrued sick leave shall be entitled to advances based on length of service in the district as per the following schedule:

Years in District	Days to be Advanced
1-5	5
5-10	10
10-15	20
15 or more	23

Employees who use sick leave not earned will be required to reimburse the District prior to severance. It is understood that an employee is credited with seventeen days at the beginning of the contract year to be earned by his/her full employment for that year, except for employees hired after July 1, 1988, who will be credited with fifteen days and as provided for in Article XII, paragraph A.1. for employees hired after January 1, 1992. These advances may only be used in cases of extended illness.

8. Notification of absence must be made to the District by an employee, and the District reserves the right to require certification of illness for prolonged periods in excess of three (3) days. After five (5) days of continuous illness, certification of the illness must be provided.

B. Leave of Absence

Employees, who after formal request citing to the District good and sufficient reasons, shall be entitled to leaves of absence for up to a period of six (6) months, extendable for one (1) additional six month period upon the same conditions, provided written application for such extension is received by the Personnel Department at least thirty (30) days prior to the end of the current leave. Time spent on a leave of absence shall be without pay and benefits, whether direct or accrued, and shall not be construed as time worked for purposes of seniority, although such approved leave will not result in the loss of seniority, accumulated to the date of the start of such leave. For the purpose of this provision, a request for leave of absence of one (1) year for full-time Union business, renewable for an additional year on written request by the employee and the Union, which the District shall not unreasonably deny, shall be considered "good and sufficient reasons."

C. Bereavement Leave

All employees will be entitled to bereavement leave (at full pay) in accordance with the following schedule. Such bereavement leave shall commence within three (3) days of demise of the relative and shall culminate at the time of burial or at the termination of the religious period for bereavement on an incident basis:

Grandparents, Mother, Father, Spouse, Sisters, Brothers, Children and in-laws of same relation	5 days
Aunts, Uncles, Nieces, Nephews	1 day

(Personal days will be given upon request)

D. Child Care Leave

Employees shall be entitled to a leave of absence for child care without pay for a period of up to six (6) months, which may be extended by the District for up to twelve (12) months.

E. Military Service

Both parties agree that all statutes and valid regulations relative to the reinstatement and employment of veterans shall be observed with the same force and effect as if written into this Agreement.

**ARTICLE XIII
RELIEF PERIODS**

All full-time custodial, grounds and maintenance employees shall be entitled to two (2), 15-minute coffee breaks.

**ARTICLE XIV
HEALTH AND WELFARE**

A. Medical and Dental Insurance

1. The District shall maintain a group medical and dental insurance program with similar coverage as presently exists for its employees and their families and shall pay 85% of the said premium. For employees first hired by the District on or after July 1, 2006, the District shall pay 80% of the said premium. For employees first hired by the District on or after February 16, 2017, the District will pay 77% of the premium. A summary of existing plans is set forth in the New York State Empire Plan book (a copy of which is distributed to all members).

2. It is understood and agreed that the District will only provide that portion of medical coverage available under the then existing plan to retirees and that this coverage will cease when the retiree becomes eligible for Medicare.

3. The District shall offer to all employees of the unit the opportunity to opt out of medical and dental coverage and become eligible for payment as noted below under the following conditions:

a. Buyback will be offered on a calendar year basis only. Members who opt out of medical and dental coverage will be afforded the opportunity to do so on a calendar year basis in December of each calendar year and must complete and return the appropriate forms to the District on a timely basis each year.

b. Members who are enrolled for individual medical and dental coverage will be eligible for individual buyback only.

c. Members may elect to have any buyback amounts credited to the District's Section 125 Plan.

d. Members electing to participate in the buyback shall receive an annual payment of \$1,700 for individual insurance buyback and \$4,000 for

individual family buyback. Payment shall be made in two equal payments in January and July of each calendar year.

e. Members who participate in the insurance buyback plan shall be eligible for coverage in retirement to the extent that such coverage is available under the District's medical and dental insurance plan. (See A.2 above).

f. Effective August 7, 2014, to be eligible to receive a payment in lieu of health insurance coverage, an employee who disenrolls in NYSHIP must have other (non-NYSHIP) employer sponsored health insurance coverage and the disenrollment must be in compliance with NYSHIP Policy Memorandum 122r3 any other NYSHIP requirements relating to disenrollment and/or buyback or buyout eligibility. In the event that Policy Memorandum 122r3 is revoked or finally adjudicated to not apply to the District or to members of the UPSEU bargaining unit covered by this agreement by a court or PERB case to which the District is a party, and all available appeals have been exhausted, the buyback or buyout eligibility restrictions in the Policy Memorandum will cease to apply and, on a prospective basis only, buybacks or buyouts will be made available to unit employees to the extent consistent with other applicable law, rule, regulation, NYSHIP policy or contract provisions then in place.

B. Disability Insurance

1. Long-Term Disability Plan Summary Insurance Schedule

a. Monthly Benefit Amount is 66 2/3% of monthly earnings subject to a maximum of \$5,000 per month. There will be an additional premium amount required for the coverage above \$2,000 per month. Employees will be payroll deducted for this additional premium at an individual rate as determined by the individual increase in covered payroll provided. The District will not be responsible for the payment of any premium other than the premium necessary for the District to provide coverage in the amount of \$2,000 per month.

b. Maximum Benefit Period: to age 70 for accident and to age 70 for sickness per period of disability

c. Waiting Period: 90 calendar days

d. The monthly benefit payable will be reduced by the amount of any "other income."

2. Short-Term Disability Plan Summary Insurance Schedule

a. The District agrees to provide a Short-Term Disability Program for all full-time employees covering the period from eight calendar days for a maximum duration of 13 weeks. The weekly benefit will not exceed 60% of the Insured

Person's weekly earnings, excluding overtime pay, for a maximum monthly benefit of \$4,000.

b. The District will incur the cost of the initial \$2,000 monthly benefit. The unit shall be permitted to purchase additional short-term disability insurance to provide benefits up to \$4,000 per month in benefits. The cost of any additional insurance purchased shall be borne in full by the unit and its members.

c. **DEFINITION OF ELIGIBLE EMPLOYEES:** The term "employees" shall mean each of the Employer's full-time employees regularly working on any annual salary at the employer's usual place of business.

d. It is understood that a full-time employee is one who is employed on a permanent basis for the entire school year; said employee must work at least one half of the school day.

C. Life Insurance

The District agrees to provide a term Life Insurance Program; a summary of coverage is set forth in Appendix C.

D. Attendance at Insurance Committee Meetings

The District agrees to permit one (1) observer from the Union, who must be an employee of the District, to attend all District insurance committee meetings.

**ARTICLE XV
RETIREMENT BENEFITS**

A. The District agrees to cover all eligible employees under Section 75-i of the New York State Employees' Retirement System.

B. All eligible employees will be covered under the insurance section 60(b) of the New York State Employees' Retirement System.

**ARTICLE XVI
VACATIONS**

A. All full-time employees shall be entitled to the following vacation schedule:

One (1) year of service by July 1st – three (3) weeks' vacation;

Five (5) years of service by July 1st – four (4) weeks' vacation.

B. Employees with less than one (1) year of service by July 1st shall receive a vacation of one (1) day per completed month worked prior to July.

C. Ten-month custodians shall receive pro-rated vacation based on the vacation schedule for full-time employees at the rate of 1/12th credit for each month worked.

D. Vacation will be taken at the discretion of the Facilities Department during any day on which school is not in session.

Requests for vacations at times other than those specified above may be considered, but must be approved by the Facilities Department.

ARTICLE XVII GENERAL CLAUSES

A. Tools

All special tools shall be supplied, maintained and replaced by the District in accordance with current practices.

B. Personal Vehicles

If an employee uses his/her personal vehicle in the performance of his/her duties, he/she will be reimbursed at the IRS rate.

C. Sanitary Arrangements

The District agrees to supply soap, towels and washing facilities for all its employees, and further agrees to provide a secure area, where possible, for storage of employees' personal clothes.

D. First Aid Kits

The District shall maintain, readily accessible, a complete first aid kit in each school building and in the transportation and grounds departments.

E. No Discrimination

There shall be no discrimination against any present or future employee by reason of sex, race, creed, color, national origin or union membership.

F. Union Meetings

The District shall, upon formal application, provide space within the schools for union meetings at times which will cause no disruption to the District operations and at no cost to the District.

G. Bulletin Boards

1. The Union shall have the right to post notices of its legitimate activities on Union Bulletin Boards provided by the District adjacent to each time clock.

2. No communication posted or distributed on school property shall tend to impugn the good name, justly or unjustly, of any person, organization or group.

H. Job Postings

The District agrees to post all unit openings in appropriate locations at all District facilities.

I. Uniforms

1. Each school year, custodial staff may request up to \$120 in uniform items from a list selected and provided by the District.

2. Each school year, maintenance staff may request up to \$170 in uniform items from a list selected and provided by the District.

J. In the event that any member of the unit assigned to grounds or maintenance positions shall have his or her driver's license revoked or suspended, he or she shall advise the District immediately. That member must regain a valid driver's license within six (6) months from the date of revocation/suspension in order to be reinstated to a District position for which a valid driver's license is required.

K. Part-Time Custodians

1. The District recognizes part-time custodians as members of the Union and subject to provisions of the Agreement.

2. The Union acknowledges that part-time custodians have been and will continue to be employed in non-operating buildings owned by the District, with the understanding that a full-time head custodian will be employed in each of those buildings if the District employs custodians in those buildings. The following buildings are currently considered as non-operating buildings:

i. Cedar Road (the District shall employ head custodian and one full-time custodian)

ii. Long Acres (the District shall employ head custodian and one full-time custodian)

iii. Old Farms (the District shall employ head custodian and one full-time custodian)

- iv. Sagtikos (the District shall employ head custodian and one full-time custodian)
- v. Smiths Lane (lessor currently provides all custodial help)
- vi. Hubbs (the District shall employ head custodian and at least one full-time custodian)

Current staffing levels in these buildings will not be reduced for the duration of the 2006-2011 agreement to the extent that they continue to be leased at present levels.

3. Part-time custodians may be used to replace regularly appointed custodians who are absent for short-terms, not to exceed 15 consecutive work days. In no event will part-time custodians be used to supplant the custodial work force. Part-time custodians in operating buildings will not be permitted to work in operating buildings between July 1 and August 15 of each year without the prior written consent of the Union.

4. In no event will the District employ more than 18 part-time workers without prior written authorization of the Union.

5. Part-time custodians will not be permitted to work more than four hours daily.

6. Part-time custodians will not be permitted to work on holidays as listed in the Agreement or on weekends without prior written approval of the Union.

7. Part-time custodians will be represented by the Union, and the District will make dues deductions as outlined in the Agreement.

8. Part-time custodians will be paid at the rate of \$14.77 per hour through June 30, 2012, and shall receive the same percentage salary increase as negotiated for other members of the Union for the duration of the Agreement.

9. An employee who, on or after July 1, 2016, becomes a regular part-time employee immediately following service in a full-time position may carry over accrued leave and vacation days, provided that he/she returns to a full-time position immediately following service in a regular part-time position. If the employee separates from regular part-time service prior to returning to a full-time position, any previously earned leave or vacation days will be deducted from his/her accruals.

L. Dual Building Custodians

1. A dual building custodian is defined as a Custodial Worker I, Custodial Worker II or Head Custodian who is permanently assigned to travel between two District buildings five days per week.

2. The District may assign up to five employees as dual building custodians.

3. Dual building custodians will be compensated at the applicable IRS rate for their mileage for travelling between the District buildings to which they are permanently assigned.

4. The District will provide five calendar days' written notice to the employee and the Union prior to changing one or more of the District buildings to which the employee is assigned. After the change has been implemented, and unless there is an emergency requiring a shorter period, the employee's building assignment(s) will remain in effect for a minimum of 30 calendar days, inclusive of the five calendar day notice period.

5. The District will assign employees to dual building custodian assignments in accordance with the procedure set forth in Article X(C) (Transfers).

If the District converts a single building custodian position to a dual building custodian position, the employee holding that position may, upon at least seven calendar days' notice, bump the least senior employee in the District who is assigned to a single building custodian position. The bumped employee will then be assigned to the dual building custodian position.

ARTICLE XVIII VISITATION

A. The Union, through its representatives, shall have the right, at reasonable intervals, to visit the working areas of the schools in the District which employees covered by this Agreement are assigned during the normal working hours of such employees.

B. The Union shall, prior to visiting the District, notify the Personnel Department or his/her designated representatives. Normal visiting procedure in school buildings will be observed.

C. The Union representative shall, at all times, confine his/her visits to Union business and at no time interrupt service.

ARTICLE XIX SHOP STEWARDS

A. The Union shall forward a list of its Shop Stewards (maximum of six) to the Personnel Department and shall advise him/her of any changes.

B. The Shop Steward designated by the Union, in writing to the Personnel Department, shall be permitted on prior request to his/her Supervisor, which shall not be

unreasonably denied, to investigate and process grievances during working hours, and to provide new employees with Union forms.

ARTICLE XX JOINT COMMITTEE

A Joint Committee with equal representation from the Union and from the District shall be established to investigate employee work load, employee safety, work performance and general conditions. The Joint Committee, after investigating the aforementioned, shall recommend changes to the Board of Education.

ARTICLE XXI GRIEVANCE PROCEDURE

A. Uniform Rules

Rules and regulations which govern the personal standards of conduct of employees within school premises shall be uniform District-wide.

B. Grievance Defined

Grievance shall mean any claimed violation, misinterpretation or inequitable application of this contract, or of applicable existing laws, rules, procedures, regulations, administrative orders or work rules which relate to or involve employee health or safety, physical facilities, materials or equipment furnished to employees or supervision of employees, as defined in the General Municipal Law.

C. Grievance Procedure

Step 1 - Any grievance under this Agreement between the employee and the District shall be submitted in writing to the Facilities Department and shall be answered in writing within five (5) working days of its submission.

Step 2 - In the event the grievance was not satisfactorily adjusted at Step 1, the Union may, within five (5) working days from the date of receipt of the written answer, take up such grievance with the Personnel Department on written notice, who shall answer said grievance in writing within five (5) days after its presentation.

Step 3 - A grievance not satisfactorily adjusted at Step 2 shall be submitted within five (5) days of receipt of the answer from the Personnel Department to the American Arbitration Association. That demand shall be processed in accordance with the rules of the Labor Panels of the American Arbitration Association. The arbitrator's decision shall be advisory in nature to the parties and binding in nature when specifically related to any claimed violation, misinterpretation, or inequitable application of this contract. The cost of the arbitration shall be borne equally by the Union and the District.

**ARTICLE XXII
STATUTORY REQUIREMENT**

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.

**ARTICLE XXIII
DURATION**

A. The provisions of this Agreement shall be effective as of July 1, 2016, and shall remain in full force and effect until June 30, 2020.

B. On or after January 15, 2020, either party may initiate negotiations over a successor agreement by written notice to the other.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals the day and year first above written.

UNITED PUBLIC SERVICE EMPLOYEES
UNION

By: _____
President

By: _____
Unit President

COMMACK UNION FREE SCHOOL DISTRICT

By: _____
Steven Hartman, President

SCHEDULE A

SALARY SCHEDULES

**2016-17 Salary Schedule
Custodial Schedule**

Step	Custodian	Driver Messenger, Mechanic's Helper, Groundsperson	Lead Groundsperson, Head Custodian, Elem. Custodial Worker II	Asst. Head Groundsperson, Custodial Worker II (MS, HS)	Chief Custodian, Head Custodian, Intermediate	HS/MS Chief Custodian, Maintenance Mechanic, Head Groundsperson, Storekeeper
1	\$42,126	\$45,094	\$48,064	\$51,038	\$54,005	\$59,943
2	\$45,126	\$48,094	\$51,064	\$54,038	\$57,005	\$62,943
3	\$48,126	\$51,094	\$54,064	\$57,038	\$60,005	\$65,943
4	\$50,944	\$53,914	\$56,883	\$59,857	\$62,821	\$68,763
5	\$53,765	\$56,731	\$59,703	\$62,677	\$65,641	\$71,582
6	\$56,585	\$59,551	\$62,520	\$65,496	\$68,460	\$74,401
7	\$59,404	\$62,371	\$65,340	\$68,316	\$71,280	\$77,218
8	\$60,443	\$63,464	\$66,485	\$69,511	\$72,526	\$78,569
9	\$61,350	\$64,415	\$67,482	\$70,554	\$73,614	\$79,748
10	\$62,271	\$65,381	\$68,493	\$71,612	\$74,718	\$80,944
11	\$63,203	\$66,363	\$69,521	\$72,686	\$75,839	\$82,158
12	\$64,152	\$67,358	\$70,563	\$73,776	\$76,977	\$83,390

	<u>13 Years</u>	<u>15 Years</u>	<u>18 Years</u>	<u>20 Years</u>	<u>23 Years</u>	<u>25 Years</u>
Longevity	\$2,501	\$2,943	\$4,219	\$5,493	\$7,741	\$9,989

**2017-18 Salary Schedule
Custodial Schedule**

Step	Custodian	Driver Messenger, Mechanic's Helper, Groundsperson	Lead Groundsperson, Head Custodian, Elem. Custodial Worker II	Asst. Head Groundsperson, Custodial Worker II (MS, HS)	Chief Custodian, Head Custodian, Intermediate	HS/MS Chief Custodian, Maintenance Mechanic, Head Groundsperson, Storekeeper
1	\$42,758	\$45,770	\$48,785	\$51,804	\$54,815	\$60,842
2	\$45,803	\$48,815	\$51,830	\$54,849	\$57,860	\$63,887
3	\$48,848	\$51,860	\$54,875	\$57,894	\$60,905	\$66,932
4	\$51,708	\$54,723	\$57,736	\$60,755	\$63,763	\$69,794
5	\$54,571	\$57,582	\$60,599	\$63,617	\$66,626	\$72,656
6	\$57,434	\$60,444	\$63,458	\$66,478	\$69,487	\$75,517
7	\$60,295	\$63,307	\$66,320	\$69,341	\$72,349	\$78,376
8	\$61,350	\$64,416	\$67,482	\$70,554	\$73,614	\$79,748
9	\$62,270	\$65,381	\$68,494	\$71,612	\$74,718	\$80,944
10	\$63,205	\$66,362	\$69,520	\$72,686	\$75,839	\$82,158
11	\$64,151	\$67,358	\$70,563	\$73,776	\$76,977	\$83,390
12	\$65,114	\$68,368	\$71,621	\$74,883	\$78,132	\$84,641

	<u>13 Years</u>	<u>15 Years</u>	<u>18 Years</u>	<u>20 Years</u>	<u>23 Years</u>	<u>25 Years</u>
Longevity	\$2,539	\$2,987	\$4,282	\$5,575	\$7,857	\$10,139

2018-19 Salary Schedule
(as defined in the 2017-2018 school year)
Custodial Schedule

Step	Custodian	Driver Messenger, Mechanic's Helper, Groundsperson	Lead Groundsperson, Head Custodian, Elem. Custodial Worker II	Asst. Head Groundsperson, Custodial Worker II (MS, HS)	Chief Custodian, Head Custodian, Intermediate	HS/MS Chief Custodian, Maintenance Mechanic, Head Groundsperson, Storekeeper
1	\$43,506	\$46,571	\$49,639	\$52,711	\$55,774	\$61,907
2	\$46,605	\$49,669	\$52,737	\$55,809	\$58,873	\$65,005
3	\$49,703	\$52,768	\$55,835	\$58,907	\$61,971	\$68,103
4	\$52,613	\$55,681	\$58,746	\$61,818	\$64,879	\$71,015
5	\$55,526	\$58,590	\$61,659	\$64,730	\$67,792	\$73,927
6	\$58,439	\$61,502	\$64,569	\$67,641	\$70,703	\$76,839
7	\$61,350	\$64,415	\$67,481	\$70,554	\$73,615	\$79,748
8	\$62,424	\$65,543	\$68,663	\$71,789	\$74,902	\$81,144
9	\$63,360	\$66,525	\$69,693	\$72,865	\$76,026	\$82,361
10	\$64,311	\$67,523	\$70,737	\$73,958	\$77,166	\$83,596
11	\$65,274	\$68,537	\$71,799	\$75,067	\$78,324	\$84,849
12	\$66,253	\$69,564	\$72,874	\$76,193	\$79,499	\$86,122

	<u>13 Years</u>	<u>15 Years</u>	<u>18 Years</u>	<u>20 Years</u>	<u>23 Years</u>	<u>25 Years</u>
Longevity	\$2,583	\$3,039	\$4,357	\$5,673	\$7,995	\$10,316

2019-20 Salary Schedule
(as defined in the 2017-2018 school year)
Custodial Schedule

Step	Custodian	Driver Messenger, Mechanic's Helper, Groundsperson	Lead Groundsperson, Head Custodian, Elem. Custodial Worker II	Asst. Head Groundsperson, Custodial Worker II (MS, HS)	Chief Custodian, Head Custodian, Intermediate	HS/MS Chief Custodian, Maintenance Mechanic, Head Groundsperson, Storekeeper
1	\$44,267	\$47,386	\$50,508	\$53,633	\$56,750	\$62,990
2	\$47,421	\$50,538	\$53,660	\$56,786	\$59,903	\$66,143
3	\$50,573	\$53,691	\$56,812	\$59,938	\$63,055	\$69,295
4	\$53,534	\$56,655	\$59,774	\$62,900	\$66,014	\$72,258
5	\$56,498	\$59,615	\$62,738	\$65,863	\$68,978	\$75,221
6	\$59,462	\$62,578	\$65,699	\$68,825	\$71,940	\$78,184
7	\$62,424	\$65,542	\$68,662	\$71,789	\$74,903	\$81,144
8	\$63,516	\$66,690	\$69,865	\$73,045	\$76,213	\$82,564
9	\$64,469	\$67,689	\$70,913	\$74,140	\$77,356	\$83,802
10	\$65,436	\$68,705	\$71,975	\$75,252	\$78,516	\$85,059
11	\$66,416	\$69,736	\$73,055	\$76,381	\$79,695	\$86,334
12	\$67,412	\$70,781	\$74,149	\$77,526	\$80,890	\$87,629

	<u>13 Years</u>	<u>15 Years</u>	<u>18 Years</u>	<u>20 Years</u>	<u>23 Years</u>	<u>25 Years</u>
Longevity	\$2,628	\$3,092	\$4,433	\$5,772	\$8,135	\$10,497

SCHEDULE B

PAINING AGREEMENT

The School District Administration and the representative of the Union agree to revise the painting agreement as follows:

1. It is agreed that custodial personnel will do touchup painting on doors, frames and such in order to keep up the appearance of the building in satisfactory condition. The painting of the door jambs, etc., are within this context.
2. In reference to painting areas which are dirty, if an area such as lower part of the wall, an area which has been kicked and has scuff marks on it, or other areas which would normally be washed or cleaned, if these areas are capable of being washed, the option to paid or wash would strictly be a voluntary one and not subject to any additional remuneration.
3. The agreement for additional stipend will be those assignments when a full classroom or similar assignment is so designated as part of the school maintenance program. In this case, the following hourly wages will be paid in lieu of normally assigned wages, with the following restrictions:
 - a. The custodian assigned to painting a classroom must complete the room with a good single coat in the assigned time of seven (7) hours per room, which includes clean-up and door buck painting.
 - b. The wage increase stipulated will be for those assignments during normal working hours. Any assignment given beyond the eighth (8th) hour of work in a given day or on a Saturday will be at the usual time and one-half of the employee's normal wage.
 - c. Helpers in the course of normal work will not be given any additional wages for painting except when assigned to a school in the capacity of a custodian and then assigned to paint a classroom or similarly assignment under the maintenance program.

Salary to be paid while painting, for Custodians only:

July 1, 2006 – June 30, 2007	\$6.74/hour
July 1, 2007 – June 30, 2008	\$7.00/hour
July 1, 2008 – June 30, 2009	\$7.27/hour
July 1, 2009 – June 30, 2010	\$7.55/hour
July 1, 2010 – June 30, 2011	\$7.84/hour

4. The assignment of painting by the custodial staff will be at the discretion of the Chief and Head Custodians and those assigned must be capable of the entire

assignment in a clean and orderly manner with a totally satisfactory job to the supervisory staff. Those not inclined to do this will not be given the assignment within the schools.

SCHEDULE C

NON-CONTRIBUTORY LIFE INSURANCE PLAN SUMMARY

Annual Rate of Earnings	Term of Continuous Service	Amount of Group Life Insurance
\$15,000 or more	20 years or more	\$29,000
	15 years but less than 20 years	\$26,100
	10 years but less than 15 years	\$23,200
	5 years but less than 10 years	\$20,300
	3 years but less than 5 years	\$17,400
	Less than 3 years	\$14,500
\$10,000 but less than \$15,000	20 years or more	\$26,100
	15 years but less than 20 years	\$23,200
	10 years but less than 15 years	\$20,300
	5 years but less than 10 years	\$17,400
	3 years but less than 5 years	\$14,500
	Less than 3 years	\$11,600
Less than \$10,000	20 years or more	\$23,200
	15 years but less than 20 years	\$20,300
	10 years but less than 15 years	\$17,400
	5 years but less than 10 years	\$14,500
	3 years but less than 5 years	\$11,600
	Less than 3 years	\$ 8,700

SCHEDULE D

LONGEVITY CLAUSE

Upon completion of the number of years of uninterrupted service in the District, longevity to be as follows:

Effective February 16, 2017, each longevity step on the 2015-2016 salary schedule will be increased by 0.5%. Effective July 1, 2017, each longevity step on the 2016-2017 salary schedule will be increased by 1.5%. Effective July 1, 2018, each longevity step on the 2017-2018 salary schedule will be increased by 1.75%. Effective July 1, 2019, each longevity step on the 2018-2019 salary schedule will be increased by 1.75%.