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SEC / 4818

**AGREEMENT**

between the

**BOARD OF EDUCATION**

of the

**COMMACK UNION FREE SCHOOL DISTRICT**

and the

**COMMACK SCHOOLS SECRETARIAL ASSOCIATION**

July 1, 2008 - June 30, 2012

**RECEIVED**  
NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

SEP 17 2009

**ADMINISTRATION**

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

and the

**COMMACK SCHOOLS SECRETARIAL ASSOCIATION**

**BOARD OF EDUCATION NEGOTIATING COMMITTEE**

James A. Feltman, Superintendent for Personnel

Laura A. Newman, Assistant Superintendent for Business

Sheryl L. Haimovich, Assistant Superintendent for Personnel

**COMMACK SCHOOLS SECRETARIAL ASSOCIATION NEGOTIATING TEAM**

Christine Farino, Chairperson

Margaret Alexandrovich

Donna Blanco

Doreen Cipoletti

Pam O'Keeffe

**ADVISOR**

Karen Hanley, CSSA, Past President

**MEMBERS OF THE BOARD OF EDUCATION**

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**THIS AGREEMENT** dated the 29th day of September, 2008 between the Board of Education, Commack, New York, hereinafter referred to as the BOARD and the Commack Schools Secretarial Association, hereinafter referred to as CSSA, effective July 1, 2008, to June 30, 2012.

**WITNESSETH:**

**WHEREAS**, the CSSA has previously been designated as the exclusive bargaining agent for secretarial employees and clerks within the Commack School District; and

**WHEREAS**, the BOARD and CSSA have negotiated pursuant to Article 14 of the Civil Service Law;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, it is agreed as follows:

**ARTICLE I  
EFFECTIVE DATE AND DURATION**

This agreement shall come to full force and effect July 1, 2008, and shall so continue until modified or amended as hereinafter provided.

**ARTICLE II  
ENTIRE CONTRACT AND MODIFICATION THEREOF**

A. The covenants hereby entered into and appended shall constitute the entire agreement between the parties hereto.

B. The contract between the parties hereto may not be added to, diminished, or changed in any way except by written mutual agreement.

C. Except where a provision of this agreement supersedes an existing benefit or practice, no provision of said agreement shall be construed as to diminish the prior wages and terms and conditions of employment in effect on June 30, 1985, which have been officially sanctioned by the BOARD.

D. No part of said agreement shall be construed to preclude the BOARD from giving any further benefits to its employees upon prior notification to CSSA.

E. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OR LAW, OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

### **ARTICLE III NEGOTIATING PROCEDURES**

No later than January 15 of each negotiating year, the parties shall enter into good faith negotiations over the terms and conditions of employment for the succeeding school year and shall continue in such negotiations until full and complete agreement shall have been reached:

A. No bargaining shall take place over any matter excluded by law or mutually excluded by the parties hereto.

B. If full agreement shall not have been reached by March 15 of each negotiating year, either party may request mediation. All mediation permitted or provided for by law or agreed to by the parties shall conform with Section 209 of the Public Employees Fair Employment Act.

C. At each negotiation session the CSSA shall be represented by the committee of its members chosen in the manner prescribed in the CSSA By-Laws, the BOARD shall be represented by a committee of BOARD members or their designees. The appointment of the respective negotiating teams shall be considered permanent and not subject to change unless notice of such change shall be served upon the opposite party at least three (3) days prior to the date of each session at which the change or personnel is to be effected. Negotiations may ensue only when a quorum of both parties' negotiating teams is present.

D. At the first negotiating session the parties shall mutually certify the membership of their respective negotiating teams and the authority of such personnel to negotiate and bargain collectively on the items specified above. Said certification shall be in the form of a written document signed by the President of the BOARD and the CSSA for their respective teams.

E. Each negotiating session shall be conducted in executive session and the proceedings thereof shall be regarded as privileged information, not to be revealed to non-participants in such sessions, except for the necessary and responsible release of pertinent information to keep both represented parties aware of general progress being made or problems yet to be resolved. Both parties agree that the use of public media for dissemination of substantive information about the negotiation session is to be avoided and will not be undertaken unilaterally without prior discussion by both negotiating teams. It is recognized that either party may be faced with conflicting proposals from other bargaining units with which the BOARD must negotiate. Either party may, by the way of liaison with other bargaining units, discuss the contents of this and future proposals with said bargaining units, but only to the extent that such contents reflect a conflict or community of interest among the various bargaining units.

F. The final item on the agenda of each session shall be the determination of the time, date, agenda, and place of the next session.

G. After March 15 of each negotiating year, the parties agree to meet at least once each week until full and complete agreement shall have been reached.

H. Any agreement reached by the negotiation teams of the respective parties is subject to review and approval by the legislative bodies of each of the parties.

I. A record of all significant events which take place during each negotiating session shall be kept by some means mutually acceptable to both parties. Said records shall be available to both parties within a reasonable time after the session and one copy shall be kept on file by the District Clerk.

J. The contract shall be printed in booklet form and distributed to all employees represented by CSSA. Costs for said printing shall be shared equally by both parties.

#### **ARTICLE IV RIGHTS AND RESPONSIBILITIES**

A. CSSA shall have the right to post notices of its activities on school bulletin boards designated by the Building Principal for that purpose.

B. CSSA shall have the right to use school buildings, when approved under existing policy, provided such use shall not interfere with the school program.

C. One copy of all existing policies, regulations, and job descriptions, pertaining to employees covered by this Agreement shall be forwarded to the President of CSSA.

D. One copy of newly formulated policies, regulations, and job descriptions pertaining to employees covered by this Agreement, shall be forwarded to the President of CSSA as soon as possible.

E. Members of the CSSA negotiating team may be released from their normal responsibilities during negotiation sessions, subject to the approval of their administrator.

#### **ARTICLE V ADVISORY COUNCIL**

A. An advisory Council shall be established in order to maintain a mutual working relationship between the BOARD, Administration, and CSSA.

B. The Council shall consist of representatives of CSSA who shall meet with the Assistant Superintendent for Business, or her/his designee, to discuss matters of mutual concern.

C. The first meeting each year will be held in September, at a time mutually agreeable to both parties. Dates and times of subsequent meetings will be set as the need arises.

D. Preparation of an agenda will be the mutual responsibility of the parties and shall be distributed to the participants one (1) week prior to each meeting.

E. Agenda items shall take priority, but shall not preclude other items of interest from being considered at such meetings.

F. These meetings shall be basically designed to discuss items that are not considered to be negotiable, and may include staff discord, job reclassification, and other related problems.

## **ARTICLE VI INSURANCE**

### **A. Medical and Dental Insurance**

1. The BOARD shall maintain a group medical and dental insurance program with similar coverage as presently exists for its employees and their families. A summary of existing plans is set forth in Appendix B. Members of the unit who elect such coverage and who were appointed by the BOARD with a starting date prior to July 1, 2005, shall reimburse the District 15% of the gross cost of such coverage through December 31, 2008, and 16% of the gross cost of such coverage thereafter. Members of the unit who elect such coverage and who were appointed by the BOARD with a starting date after June 30, 2005 shall reimburse the District 20% of the gross cost of such coverage.

2. The BOARD agrees to provide the above individual medical insurance program, excluding dental insurance coverage, at 100 % full cost to age 65 for those members of the bargaining unit who, upon retirement, have completed ten (10) or more years of service in the Commack School District and have reached the minimum retirement age as prescribed by law. Upon reaching age 65 the BOARD will pay 50% of the cost of individual coverage and 35% of the cost of family coverage for this group of employees.

3. It is understood and agreed that the BOARD will only provide that portion of medical and dental coverage available under the then existing plan to employees and/or retirees and that such coverage will be modified to provide for Medicare coverage when the employee and/or retiree becomes eligible for Medicare.



4. The District shall offer to all members 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. The unit member must have been enrolled in the District's medical and dental plan for at least one (1) year prior to election of the buyback.

b. 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.

c. Members who carry individual medical and dental coverage will be eligible for individual buyback only.

d. Members may elect to have any buyback amounts credited to the District's Section 125 (Cafeteria) plan.

e. Members eligible for individual buyback only who elect to participate in the buyback will receive \$1,700 annually. Members eligible for family buyback who elect to participate in the buyback and waive insurance will receive \$4,000 annually. Members having family insurance who elect to receive individual insurance only will receive \$2,000 annually. Payments in all cases will consist of two equal payments to be made in January and July of each calendar year.

f. Members who participate in the buyback plan shall be eligible for coverage in retirement to the extent that such coverage is available under the District's medical and dental plan.

**B. Disability Insurance**

1. The BOARD agrees to provide a Long-Term-Disability Program identical to that provided for the Commack Teachers Association. A summary of the existing plan is set forth in Appendix C.

2. The BOARD agrees to provide a Short-Term Disability Program covering the period from 15 calendar days to 90 calendar days at a rate of 2/3 of daily wages not to exceed \$2,000 per month. This program will be provided at no cost to the employee.

3. The unit shall be permitted to purchase additional long-term disability insurance to provide up to \$5,000 per month in benefits. The cost of any additional insurance purchased shall be borne in full by the unit and its members.

C. Life Insurance

The BOARD agrees to provide a Life Insurance Plan identical to that provided for the Commack Teachers Association. A summary of the existing plan is set forth in Appendix D.

**ARTICLE VII  
RETIREMENT**

A. The District shall provide a non-contributory plan (Section 75(c) of the New York State Retirement System). Effective August 29, 1988, the District shall provide Plan 75(i) of the NYS system in accordance with all applicable laws, rules and regulations of the State and System for those eligible.

B. The BOARD agrees to provide the death benefit (Section 60b) under the New York State Retirement System to all eligible employees.

**ARTICLE VIII  
WORKERS' COMPENSATION**

When a member of this unit is absent and unable to perform her duties as a result of personal injury sustained during the course of her employment, she will be entitled to a leave bank reimbursement of all lost days to a maximum of thirty (30).

**ARTICLE IX  
WORKING CONDITIONS**

A. Working Hours and Workday

1. The workweek for full-time clerical personnel is established as thirty-five (35) hours per week consisting of seven (7) hours per day for five (5) consecutive days (excluding lunch).

2. The workday from July 1 through August 15 shall be from 9:00 a.m. to 3:00 p.m. with a 45 minute lunch break. There will be no coffee break included in the summer work schedule. Employees who by mutual agreement begin their summer workday other than at 9:00 a.m. shall have their total summer work hours adjusted in accordance with the above.

3. For part-time employees, the basic workweek shall be the number of hours for which regular salary is paid.

4. Full-time personnel will be entitled to a fifteen (15) minute coffee break for each four-hour period within the workday.

5. Effective July 1, 1999, twelve-month personnel hired after June 30, 1990, shall be granted one (1) school recess period off annually after ten (10) consecutive years of full-time service to the district. The selection of the recess period shall be subject to approval of the immediate supervisor and the Superintendent or his designee. Employees in this category who are hired prior to January 1 of any fiscal year will be eligible for consideration in the fiscal year in which they complete their tenth consecutive year. Employees in this category who are hired after December 31 of any fiscal year will be eligible for consideration in the fiscal year following that in which they complete their tenth consecutive year of service. There shall be no exchange of days for any of the recess periods.

6. Effective July 1, 1999, all twelve-month personnel shall work an additional ten (10) hours without additional compensation each year. Said hours shall be assigned by the district with at least five (5) of the hours used for in-service training. The remaining hours shall be assigned by the immediate supervisor with at least three (3) days advance notice for completion of special projects. 10 ½ month personnel shall work an additional eight (8) hours annually to be prorated as above without additional compensation.

B. The BOARD agrees to provide:

1. Air conditioning in all areas in which office personnel are required to perform their duties for prolonged periods exceeding one (1) hour.
2. Wherever practical, adequate rest room facilities.
3. Wherever practical, a lounge and rest area for clerical personnel.

C. Overtime

1. Overtime is directed time worked in any workweek over and above the hours worked in an employee's basic workweek or at a time previously scheduled as a holiday.
2. In computing time worked, all paid time (for legal holidays, sick leave, and vacations) shall be included.
3. Where overtime is directed, it shall be paid at the following rates:
  - a. Hours worked above the basic workweek, but not in excess of forty

(40) for that workweek, including lunch, shall be paid at straight time.

b. Hours worked for that workweek in excess of forty (40) hours, including lunch, shall be paid at time and one-half.

4. Employees directed to report for work on days when the schools are closed due to inclement weather will receive (at the employee's discretion) monetary compensation or compensatory time off.

D. Personal Security

As a general rule, personnel would not be required to work alone in a building except under extraordinary circumstances.

**ARTICLE X  
SUBSTITUTES**

A. Employees, in case of absence, will use the services of the designated calling number in order to secure a substitute for the period of absence.

B. During the absence of an employee, a substitute will be provided upon the request of the building administrator. Such requests shall be limited to the budget allocation for each building.

C. Excessed clerical personnel shall have first priority on the substitute list.

**ARTICLE XI  
GOOD SAMARITAN CLAUSE**

The BOARD agrees to save harmless and protect employees from financial loss and will provide for their defense, arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act resulting in accidental bodily injury to any person within or about the school building, providing such clerical employee, at the time of the accident or injury was acting in the discharge of her duties within the scope of her employment and/or under the direction of the BOARD, pursuant to the procedures set forth in Section 3023 of the Education Law.

**ARTICLE XII  
PAYROLL DEDUCTIONS**

Members of CSSA shall be accorded the privilege of payroll deductions for the following:

A. Membership in CSSA, NYSAES, NAEOP.

- B. Tax-sheltered Annuity plan.
- C. Teachers Federal Credit Union.
- D. Subscription to the AFLAC plan.

E. Agency Fee for non-member personnel when required by contract. The District agrees that no later than the second pay period after the start of the school year or after the effective date of employment, it will deduct each month a service charge toward the administration of this agreement and the presentation of such non-member provided that each non-member will have available to him or her, membership in the CSSA on the same terms and conditions which are available to every other member of the union. The CSSA shall notify the District of the amount of such service charge which in no case shall be greater than the dues paid by members.

**ARTICLE XIII  
PERSONNEL FILE AND EVALUATIONS**

An individual employee may request and receive a written evaluation from her administrator and may submit a written comment thereon for filing therewith.

Each employee shall have the right, at reasonable times and intervals, to review or examine the contents of her personnel file upon written request, except for pre-employment materials deemed confidential.

**ARTICLE XIV  
LEAVE POLICY**

A. Sick Leave

1. Effective July 1, 1999, maximum sick leave accumulation shall have no maximum limit for purposes of illness. However, a maximum of 175 days may be accumulated for purposes of conversion at retirement or resignation in accordance with I. of this Article.

	<b>10 ½-month employees</b>	<b>12-month employees</b>
<b>One day per month</b>	10 ½ days	12 days

2. On or before July 15<sup>th</sup> of each year, the employee will receive from the Personnel Office, in writing, the cumulative sick leave, earned and unused, up to and including the previous June 30<sup>th</sup>.

3. 10 ½ month employees who work additional time during summer months will be entitled to one (1) sick leave day per month, cumulative without limit.

**B. Extended Sick Leave**

**Special Conditions:** Continuous illness or disability prohibiting duty beyond accumulated allowance. Request in writing supported by M.D. certificate indicating probable date of return to duty. Medical examination performed by school physician, if required by Superintendent of Schools.

Commencing second year of employment, 30 days (or more at the discretion of the BOARD) reserve allowance is credited for use in case of special conditions. Employee will replace the number of days used from reserve allowance in the following manner: At the end of each school year, the number of days remaining in regular entitlement will not accumulate, but will be used to replace reserve days formerly used. If employee resigns before all days have been replaced, employee will have the sum deducted from pay at rate of annual salary at time reserve was used, times number of days owed. If employee leaves the district after receiving final pay, employee is required to reimburse the district at the same rate as defined above. The BOARD in its discretion may waive the requirement of repayment of sick days.

**C. Other (Non-cumulative):**

**The following days may be used for personal reasons:**

- |                                    |                |
|------------------------------------|----------------|
| Illness in immediate family        | Legal Demand   |
| Personal                           | Moving         |
| Civil Service Exams                | Conference Day |
| Graduation of Husband, Wife, Child | Quarantine     |

	<b>10 ½-month employees</b>	<b>12-month employees</b>
Hired <b>prior</b> to 7/1/90	5	6
Hired <b>after</b> 7/1/90	4	5
Hired <b>after</b> 7/1/94	3	4

D. In case of death

	10 ½-month employees	12-month employees
Immediate family (per death)	5 days	5 days
Persons defined as <b>not</b> immediate family (per death)	1 day	1 day

E. Maternity Leave

One (1) year without pay, renewable subject to BOARD'S approval for one (1) additional year, provided employee enters her request one (1) month prior to scheduled day of return.

F. Vacation Leave

	12-month employees
Employee in first five years of service	15 days
Employee with more than five years service	20 days
Employee with more than ten years service	25 days **

1. 10 ½-month employees will be expected to work under the school calendar work-year, to begin August 16 through June 30. They will receive no vacation time other than recess days and holidays within the school calendar.

2. Vacation days are to be taken at the discretion of the employee's administrator. All days must be taken during periods indicated by the Administration. Requests may be submitted at any time during the year. However, all requests are subject to approval of the District.

3. Reimbursement will not be made for unused vacation days. An employee must take the vacation allotted and will not be able to accumulate more than thirty (30) days.

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\*\* Not applicable to those hired after July 1, 1990

4. On or before July 15 of each year, the employee will receive from the Personnel Office, in writing, the cumulative vacation time earned and unused, up to and including the previous June 30.

5. Members of the unit whose employment is terminated by retirement, layoff, or by resignation shall be entitled to convert unused vacation time at the rate of 1/260 of their then current annual salary for each vacation day accrued. Payment shall be made for no more that 30 accrued vacation days.

G. Leave of Absence

The existing policy on Leave of Absence will remain in effect, i.e., employees who are on permanent employment may be granted, upon approval of the BOARD, a one (1) year's leave of absence. The BOARD agrees to consider an employee's request for a one (1) year extension of leave of absence provided that she makes application for such extension more than thirty (30) days prior to the end of her original leave of absence.

H. Holiday Leave

The following days, when schools are closed, are to be paid holidays:

New Year's Day	Rosh Hashanah (2 <sup>nd</sup> day)
President's Birthday	Yom Kippur
Holy Thursday	Columbus Day
Good Friday	Election Day
Passover (1 <sup>st</sup> day)	Veteran's Day
Friday proceeding Memorial Day	Martin L. King's Birthday
Memorial Day	Thanksgiving Day
Fourth of July	Thanksgiving Friday
Labor Day	Christmas Eve
Rosh Hashanah (1 <sup>st</sup> day)	Christmas Day
	New Year's Eve

If during the school year, the number of holidays falls below eighteen (18), members of the unit shall receive an alternate paid holiday or holidays on a date or dates mutually agreed upon by the Superintendent of Schools and the Association President.

I. Terminal Leave

1. After three (3) years of service in the District, [ten (10) years for those hired after July 1, 1988], an employee whose employment is terminated by retirement, layoff, or by resignation [after twenty (20) years of service] shall be entitled to convert unused sick leave at the rate of one (1) day's pay for each three (3) days of



accumulated sick time at the rate of 1/210 of their then current annual salary for 10 ½-month employees and at the rate of 1/260 of their then current annual salary for 12-month employees. Payment shall be made for no more than 175 accrued sick days.

2. An employee whose employment is terminated under the terms of the preceding paragraph shall have the option of having payment of the aforesaid terminal leave payment made within sixty (60) days of the date of termination, or on July 1 of the subsequent calendar year.

3. An employee may submit her resignation three (3) years prior to the actual retirement date. This employee will receive payment for the accumulated leave as enumerated in I. 1. spread over those last three years.

4. After three (3) years of service in the District, an employee who dies will have unused sick leave accrue to the beneficiary of said employee, on the same one-for-three basis.

5. Effective July 1, 1999, employees shall be entitled to convert unused sick leave as noted in I.1. above in an amount not to exceed 175 unused sick days.

## **ARTICLE XV GRIEVANCE PROCEDURES**

A. The BOARD in compliance with Article 16 of the General Municipal Laws (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 District to be effective July 1, 1987.

B. In order to establish a more harmonious and cooperative relationship between the BOARD and its employees, which will enhance the educational program of the District, it is hereby declared to be the purpose of these procedures to provide a means for 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 shall be liberally construed for the accomplishment of this purpose.

C. 1. School District shall mean Commack School District.

2. Board of Education shall mean the Board of Education of Commack School District.

3. Public Employee or Employee shall mean any person directly employed and compensated by the School District. For the purpose of these procedures, employees shall be classified as follows:

- a. Administrative Staff shall mean any employee whose position required certification by the State Education Department, excluding those employees who are eligible for membership in the Commack Teachers Association. Specifically exempted from all classification is the Superintendent of Schools.
  - b. Teaching Staff shall mean any employee whose position requires certification by the State Education Department and any employee assisting such teaching staff whose position does not require certification by the State Education Department.
  - c. Secretarial and Health Service Staff shall mean any employee whose position requires certification by the Suffolk County Civil Service Commission and whose duties are encompassed within the classifications normally used to designate nursing, secretarial, and clerical work associated with public schools and all other employees performing work of a like nature.
  - d. Maintenance Staff shall mean any employee whose position requires certification by the Suffolk County Civil Service Commission and/or whose duties are encompassed within the classification normally used to designate custodial workers, maintenance workers, cafeteria employees, and any and all employees performing work of like nature.
4. Administrator means any employee responsible for or exercising any degree of supervision or authority over another employee.
- a. Chief Administrator shall mean the Superintendent of the School District.
  - b. Immediate Supervisor shall mean the administrator to whom another employee is directly responsible.
  - c. Intermediate Supervisor shall mean the administrator (other than the Chief Administrator) to whom the Immediate Supervisor is directly responsible.
5. Representative shall mean the person or persons designated by the aggrieved employee as employee's counsel or to act on employee's behalf.
6. Grievance means any claimed violation, misinterpretation, or inequitable application of any existing laws, rules, regulations, or policies which relate to or involve the employee or groups of employees in the exercise of the duties assigned to employee, or may call attention to the need for a policy.

- D.
1. 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.
  2. An employee, or the CSSA, shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.
  3. At all stages, hereinafter described, an employee shall have the right to be represented by a person or persons of employee's own choice. The CSSA shall have the right to initiate any grievance at any appropriate stage.
  4. Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.
  5. All hearings shall be confidential at the discretion of aggrieved employee or CSSA.
  6. It shall be the responsibility of the Chief Administrator of the district to take such steps as may be necessary to give force and effect to these procedures. Each administrator shall 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.
  7. The function of these procedures is to assure equitable and proper treatment under the existing laws, rules, regulations and policies which relate to or affect the employee in the performance of employee's assignment. They are not designed to be used for changing such rules, or establishing new ones. Nothing herein shall be deemed to be in conflict with any other part of the agreement.
  8. The BOARD agrees that, in grievances prosecuted by an individual employee, no grievance adjustment or disposition shall be inconsistent with the terms and provisions of this agreement, and that no such grievance hearing shall be held unless the CSSA has been afforded notice and an opportunity to be present.

E. Grievance Procedures

1. Informal Stage - The aggrieved employee or CSSA shall orally present her grievance to her Immediate Supervisor who shall orally and informally discuss the grievance with the aggrieved employee or CSSA. The Immediate Supervisor shall render his/her determination to the aggrieved employee or CSSA within five (5) school days after the grievance has been presented to him/her. If such grievance is

not satisfactorily resolved at this stage, the aggrieved employee or CSSA may proceed to the informal stage or the intermediate stage, as the case may be.

2. Intermediate Stage - Within five (5) school days after a determination has been made at the preceding stage, the aggrieved employee or CSSA may, in writing, present her Immediate Supervisor who is immediately responsible, if such there be, who shall orally discuss the grievance with the aggrieved employee or CSSA. The Intermediate Supervisor shall render his/her determination to the aggrieved employee or CSSA within five (5) school days after the grievance has been presented to him/her. If such grievance is not satisfactorily resolved at this stage, the aggrieved employee or CSSA may proceed to the formal stage.

3. Formal Stage

a. Within five (5) school days after a determination has been made by the Immediate Supervisor or Intermediate Supervisor, as the case may be, the aggrieved employee or CSSA may make a written request to the Chief Administrator or his designee for review and determination. If the Chief Administrator designates a person to act on his behalf, he/she shall also delegate full authority to render a determination on his behalf.

b. The Chief Administrator or his designee shall immediately notify the aggrieved employee or CSSA, Immediate Supervisor, Intermediate Supervisor and any other administrator previously rendering a determination in the case to submit written statements to him within five (5) school days setting forth the specific nature of the grievance, the facts relating thereto, and the determinations previously rendered.

c. If such is requested in the written statement of either party pursuant to paragraph "b" above, the Chief Administrator or his designee shall notify all parties concerned in the case, of the time and place when an informal hearing will be held where such parties may appear and present oral and written statements supplementing their position in the case. Such hearings shall be held within five (5) school days of receipt of the written statements pursuant to paragraph "b."

d. The Chief Administrator or his designee shall render his determination within ten (10) school days after the written statements pursuant to paragraph "b" have been presented to him.

F. Binding Arbitration Procedure

1. If the grievance has been satisfactorily resolved in the above stages, either party to this agreement (the BOARD or the CSSA, and no other person) may, within

five (5) school days of the determination required by E.3.d. above, make a written demand for arbitration to the Public Employee 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. Such arbitration shall be final and binding upon both parties. Any award of the arbitrator shall be promptly complied with, and, in any event, shall be enforceable under the laws of New York.

3. All expenses shall be equally divided by the parties to this Agreement.

4. This stage of the grievance procedure shall 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 C.6. above.

5. All binding arbitration shall be held within the geographical boundaries of the District.

#### **ARTICLE XVI PROFESSIONAL ADVANCEMENT**

A. Professional Certification An additional differential, without proration, will be given to a CSSA member who has attained Professional Certification from the National Association of Educational Office Personnel (an affiliate of N.E.A.). This differential will be in accordance with the amounts noted in Appendices A-1, A-2 and A-3 attached hereto.

B. College Degree Program An additional differential, without proration, will be given to a CSSA member who has attained an Associate Degree through an accredited college degree program. This differential will be in accordance with the amounts noted in Appendices A-1, A-2 and A-3 attached hereto.

C. In-Service courses and workshops, when offered in the fall and spring, will continue to be accepted for credit for professional certification for CSSA members.

#### **ARTICLE XVII COURSE FEE REIMBURSEMENT**

A. Any fees for courses taken for differentials shall be reimbursed by the BOARD to the employees as follows:

1. Employees after one (1) full year of service shall be entitled to be reimbursed the actual sum expended for all courses taken during the fiscal year or the sum of \$80, whichever should be the lesser.

2. Employees with more than three (3) years of service shall be entitled to be reimbursed the actual sum expended for all courses taken during the fiscal year or the sum of \$600, whichever shall be the lesser.

3. Adult education courses approved for professional certification and taken at Commack Schools will be reimbursed within the foregoing limits, or the fee waived, at the discretion of the BOARD.

B. In order for the Course Fee Reimbursement provision as hereinafter set forth to apply, the following prerequisites are necessary:

1. The course must have the prior approval of the employee's administrator and the appropriate central office administrator, and lead towards the Associate Degree or relate to specific secretarial and clerical competencies.

2. The course must be successfully completed, or audited, where auditing is approved by the Superintendent of Schools.

D. "Course" shall be defined as any undergraduate course at any approved institution beyond a four (4) year high school and includes, but is not limited to, a business school, a two (2) year college, a four (4) year college, or an adult education course as defined above.

## **ARTICLE XVIII CONFERENCES**

A sum of \$4,000 per year will be allotted members of the unit for the purpose of attendance at conferences and conventions. The approval of the Superintendent of Schools, or his/her designee, is required for attendance at such conferences. Days of absence for attendance at such conferences (not to exceed three (3)) are not to be deducted from annual leave. Employees will be required to write an evaluation and critique of the conference attended with copies to be made available to all members of the secretarial staff.

## **ARTICLE XIX APPOINTMENTS, TRANSFERS, PROMOTIONS**

A. All positions will be based on Civil Service status. Personnel will be required to take the appropriate Civil Service examination before employment in the Commack School District within the regulations of the Civil Service Law.

Whenever possible, notice of Civil Service examinations shall be sent to all buildings to be posted therein, but the District assumes no liability in this regard. Each employee is responsible for informing herself of any examinations to be offered.

B. Personnel presently holding jobs shall be covered by a "Grandmother" clause. In other words, all personnel under contract prior to July 1, 1987, shall be held save harmless in their present Civil Service title.

C. Civil Service job descriptions are on file in the Personnel Office. These shall apply to the Civil Service examinations mentioned above.

D. When a position covered by the Agreement becomes vacant, due and sufficient notice shall be given to all personnel covered by this Agreement. Said notice shall be dated and posted for at least two (2) weeks in all schools and/or places of employment and shall contain:

1. Job classification;
2. Civil Service Test Requirements for the position;
3. Salary class.

Employees covered by this Agreement may apply for said position(s) and will be given preference over other applicants, if sufficiently qualified, including Civil Service requirements. Within a reasonable time, all applicants shall be notified, in writing, that their application has been received.

E. There shall be consultation with CSSA Executive Board representatives when new positions are created and salaries set. In addition, said position(s) shall be posted in a manner similar to Section D above. Employees covered by this Agreement shall be given first preference, where qualifications are comparable.

F. In order for any employee to affect a change to a new classification, she shall be required to pass the appropriate Civil Service examination and be reachable. The one exception would be an examination given by Civil Service so infrequently that it has been impossible to take the examination, with the provision that the examination be taken at the earliest date it is given. Although a person may, under the above conditions, hold a position tentatively until the exam is passed and the person is reachable, the pay will be at the previous rate for a maximum of two (2) years' duration. Thereafter, the upgrade in pay will be implemented with the understanding that the individual must pass the appropriate promotional Civil Service examination when offered. When the examination is passed and the individual is reachable, pay for the entire period of service from the time of the position upgrade at the advanced rate will be provided.

G. In the event an employee is transferred within her classification because of elimination of position or closing of a building, employee shall suffer no reduction in weekly, monthly, or annual salary, or change of Civil Service status.

If an involuntary transfer is made to a lower Civil Service classification because of a lack of seniority, i.e., Stenographer retreating to Clerk Typist, her salary and credit differential shall remain frozen until such time as salaries for her new position reach that figure, at which time her salary shall be increased accordingly.

In the event that an employee is transferred from a twelve (12)-month to a ten and one-half (10 ½)-month position, it is understood that she will receive ninety (90) percent of the annual salary. If the transfer is from ten and one-half (10 ½)-month to a twelve (12)-month position, the salary will be adjusted accordingly.

When an employee covered by this contract is transferred to another position in the District with the same Civil Service classification, the employee's salary and fringe benefits shall be maintained as if the employee had been retained in the prior position.

H. 1. Should an employee be promoted from one title "group" to a high title "group," that employee shall be placed on the same step on the new column. Should an employee who is "off step"\* be promoted to a higher group title, then that employee shall receive an increase in salary equivalent to the % difference between top step (#15) of the present title and the new promotional title. It is understood that "present title" salary does include any longevity that may have been awarded.

2. During the year, promotional raises will be implemented immediately.

I. A permanent employee who passes an examination for a change in classification, and who is appointed from the Civil Service list, shall retain tenure in her former classification during her probationary period and until gaining tenure in her new classification.

J. Should a member of this unit be designated in writing by the Assistant Superintendent for Personnel, or her/his designated representative, to assume the full responsibilities of a higher paying classification for three (3) consecutive days, such employee shall receive the higher paid rate for such work, at her step, retroactive to the first day of such work. Under no circumstances should a member of this unit assume the responsibilities of an administrator.

## **ARTICLE XX CIVIL SERVICE SENIORITY RULING**

The parties shall be bound by Rule XXII as stated in the Suffolk County Civil Service Handbook, as set forth in Appendix E.

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\* Those employees who on July 1, 1987, were paid salaries beyond those in the new 15-step system.



**ARTICLE XXI  
SALARY SCHEDULE FEATURES**

A. Salaries for personnel covered by this agreement shall be in accordance with Appendices A-1, A-2, A-3, A-4 and placed on file in the Personnel Department.

B. The titles Data Control Specialist and Office Applications Specialist shall be considered unit members and shall be added to Column VII and IV, respectively, of the salary schedule.

C. All positions are considered twelve-month positions but some employees will receive agreed upon prorated salaries, i.e., Secretary Elementary Principal, based upon a ten and one-half (10-1/2)-month workyear, will be paid a figure of 90% of salary schedule.

D. The salary schedule shall be amended to reflect that Senior Stenographers to the Principal in Primary and Intermediate Schools shall receive an annual stipend of \$1,000 during the term of this agreement, to be paid on a bi-weekly basis.

E. Contract salaries, longevity, PSP and college stipends shall increase during the term of this Agreement as follows:

July 1, 2008	3.45%
July 1, 2009	3.45%
July 1, 2010	3.40%
July 1, 2011	3.40%

F. Any person who has been previously employed in the District and is rehired shall Receive at least the same salary as previously earned, plus the appropriate portion of that year's raise. In the event that the position is now a ten and one-half (10-1/0)-month position, employee will receive 90% of that annual salary.

G. It is understood and agreed that for purposes of placement "on step" during the institution of a 15-step salary schedule effective July 1, 1987, all salary differentials granted prior to July 1, 1987, shall remain in full force and effect and be considered as part of the annual salary.

All salary differentials granted to employees on the salary step schedule after July 1, 1987, shall NOT be deemed part of the salary for purposes of salary step movement, but shall be ADDED to the annual salary.

After July 1, 1987, employees beyond 15 steps shall have any differentials added to their annual salary.

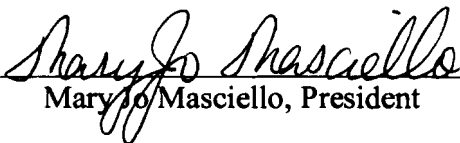
H. It is understood and agreed that any clerical salary adjustment, other than those covered under this agreement, will be taken under consideration by the parties to this contract before implementation.

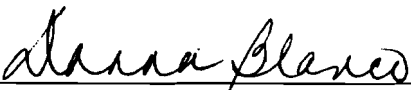
I. Effective July 1, 2005, employees first appointed by the District and having a starting date between July 1 and December 31 of any contract year shall be placed on step 1 of the appropriate column of the salary schedule and move to step 2 the following July. Employees first appointed by the District and having a starting date between January 1 and June 30 of any contract year shall be placed on step 1 of the appropriate column and will remain on step 1 for the next contract year.

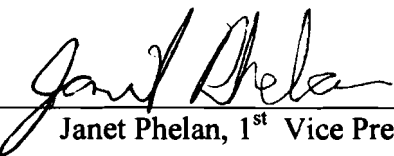
**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals this \_\_\_\_\_ day of March, 2009.

BOARD OF EDUCATION  
COMMACK SCHOOL DISTRICT

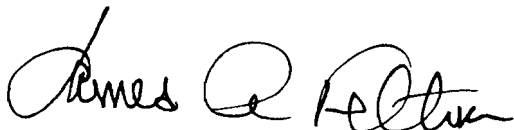
COMMACK SCHOOLS  
SECRETARIAL ASSOCIATION

  
\_\_\_\_\_  
Maryjo Masciello, President

  
\_\_\_\_\_  
Donna Blanco, President

  
\_\_\_\_\_  
Janet Phelan, 1<sup>st</sup> Vice President

COMMACK UNION FREE SCHOOL DISTRICT

  
\_\_\_\_\_  
James A. Feltman, Superintendent

**Appendix A-1**

**2008-2009 Schedule  
Effective July 1, 2008**

Group Classifications are as follows:

- Group I: Clerk Typist; Photocopy Machine Operator; Switchboard Operator
- Group II: Account Clerk; Data Processing Equipment Operator; Photocopy Machine Operator II; Stenographer
- Group III: Senior Clerk Typist
- Group IV: Senior Data Processing Equipment Operator; Senior Stenographer; Office Applications Specialist
- Group V: Principal Clerk; Senior Account Clerk
- Group VI: Principal Stenographer
- Group VII: Data Control Specialist; Principal Account Clerk; Purchasing Technician

STEP	GROUP I	GROUP II	GROUP III	GROUP IV	GROUP V	GROUP VI	GROUP VII
1	\$32,796	\$36,076	\$37,878	\$39,772	\$41,762	\$43,850	\$46,041
2	\$33,782	\$37,160	\$39,018	\$40,969	\$43,018	\$45,168	\$47,427
3	\$34,795	\$38,277	\$40,189	\$42,198	\$44,309	\$46,524	\$48,851
4	\$35,837	\$39,421	\$41,392	\$43,461	\$45,635	\$47,917	\$50,312
5	\$36,913	\$40,605	\$42,636	\$44,767	\$47,005	\$49,356	\$51,823
6	\$38,020	\$41,823	\$43,913	\$46,110	\$48,415	\$50,835	\$53,377
7	\$39,162	\$43,078	\$45,232	\$47,494	\$49,868	\$52,361	\$54,981
8	\$40,339	\$44,373	\$46,592	\$48,920	\$51,367	\$53,936	\$56,632
9	\$41,548	\$45,703	\$47,988	\$50,387	\$52,906	\$55,553	\$58,330
10	\$42,794	\$47,074	\$49,427	\$51,900	\$54,493	\$57,219	\$60,080
11	\$44,076	\$48,483	\$50,908	\$53,453	\$56,125	\$58,930	\$61,878
12	\$45,400	\$49,939	\$52,437	\$55,058	\$57,812	\$60,701	\$63,738
13	\$46,761	\$51,436	\$54,008	\$56,709	\$59,545	\$62,522	\$65,647
14	\$48,164	\$52,981	\$55,630	\$58,411	\$61,331	\$64,399	\$67,618
15	\$49,609	\$54,570	\$57,299	\$60,163	\$63,172	\$66,330	\$69,647

**STIPEND:**

PSP/College	\$2,045
Primary & Intermediate School Senior Stenographer	\$1,000

**LONGEVITY:**

Beginning with the 15 <sup>th</sup> year of service, employees will receive a longevity increase of:	\$2,728
Beginning with the 18 <sup>th</sup> , 20 <sup>th</sup> , 23 <sup>rd</sup> , and 25 <sup>th</sup> year of service, employees will receive longevity increase of:	\$2,045

**Appendix A-2**

**2009-2010 Schedule  
Effective July 1, 2009**

Group Classifications are as follows:

- Group I: Clerk Typist; Photocopy Machine Operator; Switchboard Operator
- Group II: Account Clerk; Data Processing Equipment Operator;  
Photocopy Machine Operator II; Stenographer
- Group III: Senior Clerk Typist
- Group IV: Senior Data Processing Equipment Operator; Senior Stenographer;  
Office Applications Specialist
- Group V: Principal Clerk; Senior Account Clerk
- Group VI: Principal Stenographer
- Group VII: Data Control Specialist; Principal Account Clerk; Purchasing Technician

STEP	GROUP I	GROUP II	GROUP III	GROUP IV	GROUP V	GROUP VI	GROUP VII
1	\$33,928	\$37,321	\$39,185	\$41,145	\$43,203	\$45,363	\$47,630
2	\$34,948	\$38,443	\$40,365	\$42,383	\$44,503	\$46,727	\$49,064
3	\$35,996	\$39,598	\$41,576	\$43,654	\$45,838	\$48,130	\$50,537
4	\$37,074	\$40,782	\$42,821	\$44,961	\$47,210	\$49,571	\$52,048
5	\$38,187	\$42,006	\$44,107	\$46,312	\$48,627	\$51,059	\$53,611
6	\$39,332	\$43,266	\$45,428	\$47,701	\$50,086	\$52,589	\$55,219
7	\$40,514	\$44,565	\$46,793	\$49,133	\$51,589	\$54,168	\$56,878
8	\$41,731	\$45,904	\$48,200	\$50,608	\$53,140	\$55,797	\$58,586
9	\$42,982	\$47,280	\$49,644	\$52,126	\$54,732	\$57,470	\$60,343
10	\$44,271	\$48,699	\$51,133	\$53,691	\$56,374	\$59,194	\$62,153
11	\$45,597	\$50,156	\$52,665	\$55,298	\$58,062	\$60,964	\$64,013
12	\$46,967	\$51,662	\$54,247	\$56,958	\$59,807	\$62,796	\$65,937
13	\$48,375	\$53,211	\$55,872	\$58,666	\$61,600	\$64,680	\$67,912
14	\$49,826	\$54,809	\$57,550	\$60,427	\$63,447	\$66,621	\$69,951
15	\$51,321	\$56,453	\$59,276	\$62,239	\$65,352	\$68,619	\$72,050

**STIPEND:**

PSP/College \$2,116  
 Primary & Intermediate School Senior Stenographer \$1,000

**LONGEVITY:**

Beginning with the 15<sup>th</sup> year of service, employees will receive a longevity increase of: \$2,822  
 Beginning with the 18<sup>th</sup>, 20<sup>th</sup>, 23<sup>rd</sup>, and 25<sup>th</sup> year of service, employees will receive a  
 longevity increase of: \$2,116

**Appendix A-3**

**2010-2011 Schedule  
Effective July 1, 2010**

Group Classifications are as follows:

- Group I: Clerk Typist; Photocopy Machine Operator; Switchboard Operator
- Group II: Account Clerk; Data Processing Equipment Operator;  
Photocopy Machine Operator II; Stenographer
- Group III: Senior Clerk Typist
- Group IV: Senior Data Processing Equipment Operator; Senior Stenographer;  
Office Applications Specialist
- Group V: Principal Clerk; Senior Account Clerk
- Group VI: Principal Stenographer
- Group VII: Data Control Specialist; Principal Account Clerk; Purchasing Technician

STEP	GROUP I	GROUP II	GROUP III	GROUP IV	GROUP V	GROUP VI	GROUP VII
1	\$35,082	\$38,590	\$40,518	\$42,544	\$44,672	\$46,906	\$49,250
2	\$36,137	\$39,751	\$41,738	\$43,825	\$46,017	\$48,316	\$50,733
3	\$37,220	\$40,945	\$42,990	\$45,139	\$47,397	\$49,767	\$52,256
4	\$38,335	\$42,169	\$44,277	\$46,490	\$48,816	\$51,257	\$53,818
5	\$39,486	\$43,435	\$45,607	\$47,887	\$50,281	\$52,796	\$55,434
6	\$40,670	\$44,738	\$46,973	\$49,323	\$51,789	\$54,378	\$57,097
7	\$41,892	\$46,081	\$48,384	\$50,804	\$53,344	\$56,010	\$58,812
8	\$43,150	\$47,465	\$49,839	\$52,329	\$54,947	\$57,695	\$60,578
9	\$44,444	\$48,888	\$51,332	\$53,899	\$56,593	\$59,424	\$62,395
10	\$45,777	\$50,355	\$52,872	\$55,517	\$58,291	\$61,207	\$64,267
11	\$47,148	\$51,862	\$54,456	\$57,179	\$60,037	\$63,037	\$66,190
12	\$48,564	\$53,419	\$56,092	\$58,895	\$61,841	\$64,932	\$68,179
13	\$50,020	\$55,021	\$57,772	\$60,661	\$63,695	\$66,880	\$70,222
14	\$51,521	\$56,673	\$59,507	\$62,482	\$65,605	\$68,887	\$72,330
15	\$53,066	\$58,373	\$61,292	\$64,356	\$67,574	\$70,953	\$74,500

**STIPEND:**

PSP/College	\$2,188
Primary & Intermediate School Senior Stenographer	\$1,000

**LONGEVITY:**

Beginning with the 15 <sup>th</sup> year of service, employees will receive a longevity increase of:	\$2,918
Beginning with the 18 <sup>th</sup> , 20 <sup>th</sup> , 23 <sup>rd</sup> , and 25 <sup>th</sup> year of service, employees will receive a longevity increase of:	\$2,188

**Appendix A-4**

**2011-2012 Schedule  
Effective July 1, 2011**

Group Classifications are as follows:

- Group I: Clerk Typist; Photocopy Machine Operator; Switchboard Operator
- Group II: Account Clerk; Data Processing Equipment Operator;  
Photocopy Machine Operator II; Stenographer
- Group III: Senior Clerk Typist
- Group IV: Senior Data Processing Equipment Operator; Senior Stenographer;  
Office Applications Specialist
- Group V: Principal Clerk; Senior Account Clerk
- Group VI: Principal Stenographer
- Group VII: Data Control Specialist; Principal Account Clerk; Purchasing Technician

STEP	GROUP I	GROUP II	GROUP III	GROUP IV	GROUP V	GROUP VI	GROUP VII
1	\$36,275	\$39,903	\$41,896	\$43,991	\$46,191	\$48,501	\$50,925
2	\$37,366	\$41,103	\$43,158	\$45,316	\$47,582	\$49,959	\$52,458
3	\$38,486	\$42,338	\$44,452	\$46,674	\$49,009	\$51,460	\$54,033
4	\$39,639	\$43,603	\$45,783	\$48,071	\$50,476	\$53,000	\$55,648
5	\$40,829	\$44,912	\$47,158	\$49,516	\$51,991	\$54,592	\$57,319
6	\$42,053	\$46,260	\$48,571	\$51,000	\$53,550	\$56,227	\$59,039
7	\$43,317	\$47,648	\$50,030	\$52,532	\$55,158	\$57,915	\$60,812
8	\$44,618	\$49,079	\$51,534	\$54,109	\$56,816	\$59,657	\$62,638
9	\$45,956	\$50,551	\$53,078	\$55,732	\$58,518	\$61,445	\$64,517
10	\$47,334	\$52,068	\$54,670	\$57,405	\$60,273	\$63,289	\$66,453
11	\$48,752	\$53,626	\$56,308	\$59,124	\$62,079	\$65,181	\$68,441
12	\$50,216	\$55,236	\$58,000	\$60,898	\$63,944	\$67,140	\$70,498
13	\$51,721	\$56,892	\$59,737	\$62,724	\$65,861	\$69,154	\$72,610
14	\$53,273	\$58,600	\$61,531	\$64,607	\$67,836	\$71,230	\$74,790
15	\$54,871	\$60,358	\$63,376	\$66,545	\$69,872	\$73,366	\$77,033

**STIPEND:**

PSP/College	\$2,262
Primary & Intermediate School Senior Stenographer	\$1,000

**LONGEVITY:**

Beginning with the 15 <sup>th</sup> year of service, employees will receive a longevity increase of:	\$3,017
Beginning with the 18 <sup>th</sup> , 20 <sup>th</sup> , 23 <sup>rd</sup> , and 25 <sup>th</sup> year of service, employees will receive a longevity increase of:	\$2,262

## **Appendix B**

### **MEDICAL - DENTAL PLAN SUMMARY**

#### **NEW YORK STATE HEALTH INSURANCE PLAN**

Schedules according to booklet.

### **PHYSICIANS BENEFITS**

Schedules according to booklet.

### **MATERNITY BENEFITS**

Schedules according to booklet.

### **SUPPLEMENTAL CO-MINGLED MAJOR MEDICAL AND DENTAL BENEFITS**

Schedules according to booklet

The parties agree that the programs of insurance as listed above will be identical to that of the Commack Teachers Association.

## Appendix C

### NON-CONTRIBUTORY - LONG-TERM DISABILITY PLAN SUMMARY INSURANCE SCHEDULE

The amount of insurance for each insured employee shall be determined from the table below:

<u>Each Employee</u>	<u>Monthly Benefit Amount</u>
(Provided such employee is actively at work on the date his insurance becomes effective, otherwise, the day following his return to active work.)	66 2/3% of basic monthly earnings, subject to a maximum of \$2,000 and a minimum of \$50.

MAXIMUM BENEFIT PERIOD TO age 70 for accident: To age 70 for sickness PER PERIOD OF DISABILITY.

WAITING PERIOD: Ninety (90) calendar days.

Note: THE MONTHLY BENEFIT PAYABLE WILL BE REDUCED BY THE AMOUNT OF ANY "OTHER INCOME."

#### DEFINITION OF ELIGIBLE EMPLOYEES

The term "employee" shall mean each of the Employer's full-time employees regularly working on any annual salary at the Employer's usual place of business who is a clerical employee.

The parties agree that the programs of insurance as listed above will be identical to that of the Commack Teachers Association.



## Appendix D

### NON-CONTRIBUTORY LIFE INSURANCE PLAN SUMMARY

#### ALL CLERICAL EMPLOYEES

<u>Annual Rate of Basic Earnings</u>	<u>Term of Continuous Service</u>	<u>Amount of Group Life Insurance</u>
\$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
15 years but less than 20 years		26,100
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
	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

The parties agree that the programs of insurance as listed above will be identical to that of the Commack Teachers Association.

## APPENDIX E

### CIVIL SERVICE SENIORITY RULING

#### ABOLITION OF POSITIONS, LAYOFF, DISPLACEMENT

I. Layoff of Competitive Class Employees

For the purpose of this rule the following terms shall mean:

A. Direct Line of Promotion shall be strictly construed in that to be considered as direct line, all titles must have the same generic root.

B. Next Lower Occupied Title shall mean the title in direct line of promotion immediately below the title from which the incumbent is laid off, unless no one is serving in that title in that layoff unit, in which case it shall be the closest lower title in direct line of promotion in that layoff unit in which one or more persons do serve.

C. Layoff Unit shall mean each department of a county, town, village, each school district, and each special district. Authorities and community colleges shall be deemed to be separate authorities.

D. Satisfactory Service shall mean service by an employee during which that person did not receive an "unsatisfactory" performance rating and was not found guilty of misconduct or incompetency pursuant to Section 75 of Civil Service Law which resulted in the imposition of any of the following penalties upon such employee:

1. Dismissal from the service, or
2. Suspension without pay for a period exceeding one month, or
3. Demotion in grade and title.

E. Retention Standing shall be deemed to be comprised of the incumbent's total service time as defined by this rule.

1. Permanent Service shall start on that date of the incumbent's original appointment on a permanent basis in the classified service in the service of the governmental jurisdiction in which such abolition or reduction of position occurs.

However, in the case of disabled veterans, the date of original appointment is considered to be 60 months earlier than the actual date; while non-disabled veterans are considered to have been appointed 30 months earlier than their actual date of appointment. For the purpose of this rule, the definition of what constitutes a veteran or disabled veteran is contained in Section 85 of the Civil Service Law.

A resignation followed by a reinstatement or reappointment more than one year subsequent to the resignation constitutes a break in service. The original appointment date is to be determined from the date of re-employment. The employee's prior service does not count as time in permanent service for this rule only.

Temporary or provisional service preceding the original permanent appointment does not count. However, temporary or provisional employment immediately preceded and followed by permanent classified service employment does not interrupt continuous service.

2. Transfer - The date of original appointment of any such incumbent who was transferred to one governmental jurisdiction from another governmental jurisdiction upon the transfer of such functions shall be the date of original appointment in the classified service in the service of the governmental jurisdiction from which such transfer was made.

The permanent service of an employee who was transferred from another civil division shall start on the date of the incumbent's original permanent appointment in the classified service in the other civil division.

If upon such acquisition of a private enterprise or institution by a civil division an employee of that enterprise or institution is converted in to a classified position, seniority begins on the effective date of the conversion.

3. Prior Service, for the purpose of this rule, in a jurisdiction other than that wherein the layoff unit exists shall not be computed in the employee's retention standing unless such service conforms with Sections 1 and 2 above.

## II. Layoff, Displacement

A. When an occupied position in the competitive class is abolished, layoff is to be made from among those employees holding the same title on a permanent basis in the layoff unit as the abolished position.

B. Among permanent employees, the order of layoff is to be the inverse of the order of their original permanent appointments in the classified service. For veterans and disabled veterans, see preference in retention. Persons are considered blind if they are so certified by the Commission for the Visually Handicapped of the New York State Social Services Department.

C. When two or more permanent incumbents of positions in a specific title are laid off at the same time, the order in which they shall be entitled to displace shall be determined by their respective retention standing, with those having the greater retention standing entitled to displace first.

D. When several employees were originally appointed on a permanent basis on the same day, their retention rights shall be determined by their rank on the eligible list from which they were appointed; that person having the highest rank having retention rights.

E. All temporary, provisional and contingent permanent employees occupying these positions must be let go before any permanent employee is displaced from such position.

F. Probationary employees occupying such positions in the same title must also be laid off before any permanent employee in the layoff unit in that title who has completed her probationary period. Probationary employees do, however, have superior retention rights to those contingent permanent, temporary and provisional employees.

G. The order of layoff among probationary employees shall follow the same principles that apply to permanent employees.

H. The order for layoff is as follows: (1) Temporary, (2) Provisional, (3) Contingent Permanent, (4) Probationary, (5) Permanent. That is, the temporary employee is the first to be laid off, provisional the second, etc.

I. When comparing retention rights of employees, the comparison is to be made from those with similar status. That is, temporary with temporary, provisional with provisional, etc. The addition of veterans' preference or any other preferential time shall in no way allow an incumbent to be compared with another incumbent with less retention in a different status.

### III. Vertical Bumping

A. Vertical bumping occurs when an employee in a specific title to which there is a direct line of promotion, who is herself laid off or displaced, displaces an employee in the next lower occupied title in direct line of promotion in the same layoff unit having the least seniority if the employee who seeks to displace has greater retention standing. It is not necessary for an employee to have had previous service in the title into which that employee is displacing.

B. Where the layoff involves more than one position in a title, the displaced employee with greatest retention standing shall be the first to displace junior incumbents in a lower title, in a direct line of promotion.

C. An employee that refuses to displace a junior incumbent must be laid off. This, however, does not protect the junior incumbent from being compared in retention standing with other incumbents if other positions at the higher level are being abolished.

D. When a next lower title has been occupied by means of displacement regardless of when the displacement into the title has occurred, it is considered to be occupied for further displacement purposes; however a next lower title which has all of its positions abolished at the same time as positions are abolished at the higher level cannot be considered as occupied. A title which is occupied by an incumbent, temporary, provisional, contingent permanent, probationary or permanent is considered occupied for the purposes of this section.

#### IV. Retreat

A. Retreat occurs when there is no lower level occupied position in direct line of promotion or when a permanent incumbent cannot displace into a lower level occupied position in a title in direct line of promotion because of less retention standing. There shall be no other instance where retreat may be used.

B. An employee may retreat by displacing the incumbent with the least retention standing who is serving in a position in the title in which the displacing incumbent last served on a permanent basis prior to service in the title from which they are currently laid off or displaced. Retreat shall only occur where the position in the title formerly held by the displacing incumbent is occupied in the competitive class, in the same layoff unit, and at a lower salary grade; the service of the displacing incumbent while in the former title must have been satisfactory and the junior incumbent must have less retention standing than the displacing incumbent.

C. The service of the displacing incumbent in the title to which she is retreating need not have been in the same layoff unit as the one from which he is displaced.

D. An employee may also retreat to a position in a title which that employee last served on a permanent basis although there was intervening service other than on a permanent basis.

E. Where the Department of Civil Service has effected a title change to better describe the duties of a position, but the duties have not substantially changed since the displaced employee last served in that title, the new title will, for retreat purposes, be deemed to be in the former title.

F. Paragraphs III B and III C shall also apply to retreat.

V. Refusal of Appointment - An employee who refuses to accept an appointment afforded by displacement, for whatever reason, waives all rights regarding the displacement. That employee's name shall be entered on the appropriate preferred list.

VI. Preferred List Standing for competitive class employees on and after October 1, 1972, shall be as follows:

A. On and after October 1, 1972, those employees whose positions were abolished prior to that date therefore had their standing on the preferred list determined by the date of their original appointment on a permanent basis in the competitive class shall retain among themselves such preferred list standing including the preference to which they were entitled as blind, disabled veterans, and non-disabled veterans.

B. Blind employees whose positions are abolished on or after October 1, 1972, shall have their preferred list standing determined by the date of their original appointment on a permanent basis in the classified service, whether or not they are also disabled veterans or non-disabled veterans; provided however, that the blind veterans be granted absolute preference on the preferred list over all other employees except those disabled veterans and blind employees whose positions were abolished prior to October 1, 1972, with those names theirs shall be interfiled.

C. Disabled veterans whose positions are abolished on or after October 1, 1972, shall have their preferred list standing determined by the date of their original appointment on a permanent basis in the classified service; provided however, that the date of such original appointment shall be deemed to be 60 months earlier than the actual date, determined in accordance with Section 30 of the General Construction Law.

D. Non-disabled veterans whose positions are abolished on or after October 1, 1972, shall have their preferred list standing determined by the date of their original appointment on a permanent basis, in the classified service provided, however, that the date of such original appointment shall be deemed to be 30 months earlier than the actual date, determined in accordance with Section 30 of the General Construction Law.

E. Non-veterans whose positions are abolished on or after October 1, 1972, shall have their preferred list standing determined by the date of their original appointment on a permanent basis in the classified service.

F. The names of all persons encompassed by paragraphs C, D, and E above whose positions are abolished on or after October 1, 1972, shall be interfiled on the preferred list with the names of all non-veterans whose positions were abolished prior to October 1, 1972.

VII. For preferred list usage see Section 81 of the New York Civil Service Law.

VIII. An appointing authority may take such steps as it may deem necessary in order to secure binding written commitments in advance of suspension, demotion, or displacement from employees potentially affected by such suspension, demotion or displacement as to their willingness to accept reassignment or displacement.

## **Appendix F**

### **RETIREMENT INCENTIVE**

The District and the Association shall establish a retirement incentive in the amount of \$15,000 for eligible employees. Eligible employees shall be defined as follows:

A. Tier I employees who first become eligible to retire during the term of this Agreement must retire in the fiscal year that they first become eligible for retirement in order to receive any incentive.

B. Tier II, III, and IV members of the NYSERS will be eligible for the retirement incentive when they elect to retire during the course of this Agreement. However, it is understood that they must retire no later than the end of the fiscal year in which they reach age 63 to be eligible for this retirement incentive.

C. All members must apply for and receive a service retirement pension through the NYSERS to be eligible for a retirement incentive.

D. Members must give the District no less than thirty (30) days notice of their intention to retire to be eligible for a retirement incentive.

E. This retirement incentive will expire at the end of this Agreement and both parties affirm that there is no obligation on the part of the district to negotiate an extension or renewal of the retirement incentive.