

AGREEMENT

between the

EAST ISLIP UNION FREE SCHOOL DISTRICT

and

UNITED PUBLIC SERVICE EMPLOYEES UNION

July 1, 2014 - June 30, 2020

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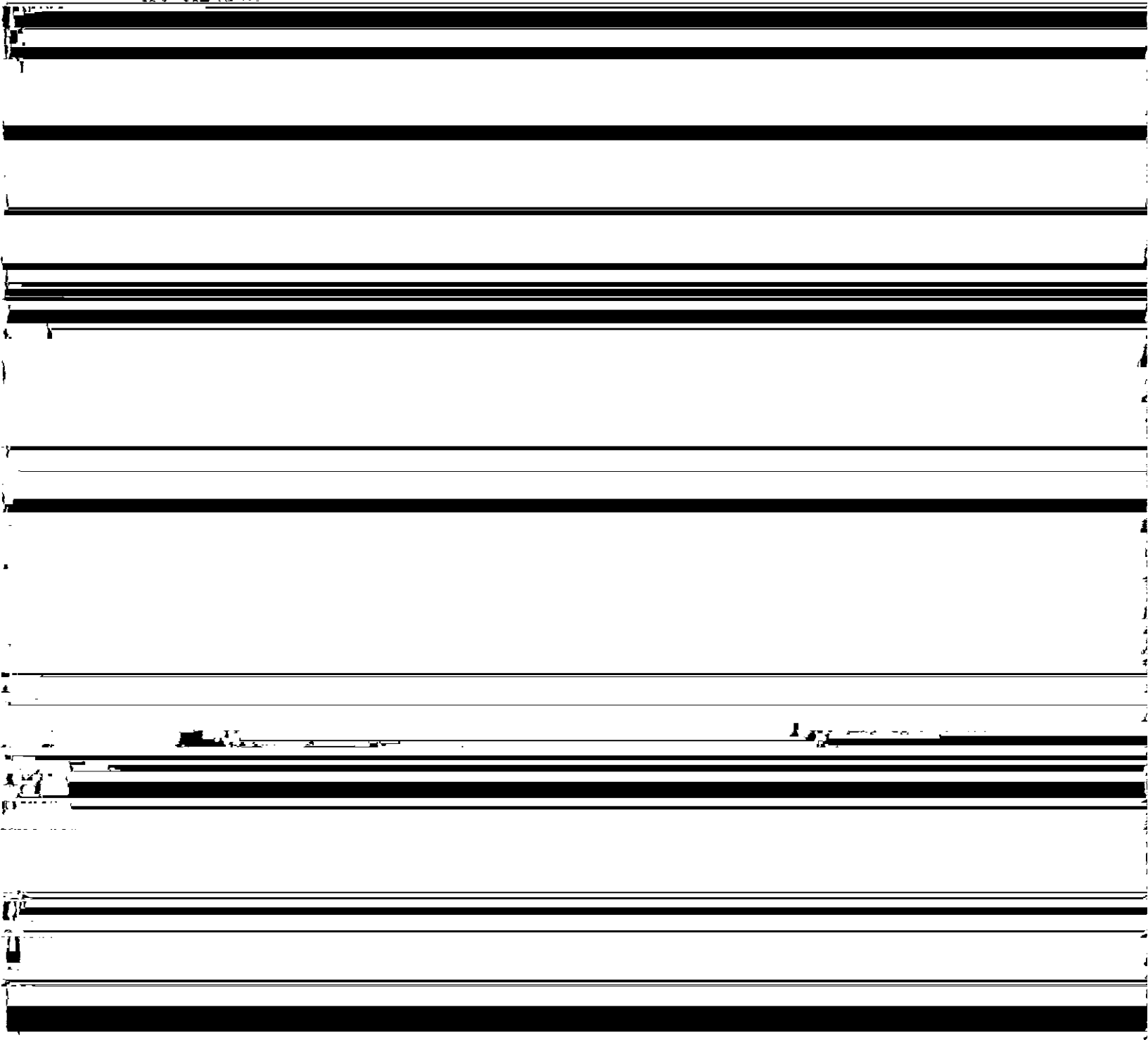
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ARTICLE I
RECOGNITION AND UNION STATUS

1. In accordance with Section 208(c) of the Civil Service Law, during the period of this agreement, the Board of Education of U.F.S.D. #3, Town of Islip, New York, hereafter referred to as "District" recognizes United Public Service Employees Union, 3555 Veterans Highway, Suite H, Ronkonkoma, New York 11770, hereafter referred to as the "Union" as the exclusive bargaining agent for the employees of the District who are employed in the position of



lockout shall be defined as a withholding of employment in order to gain concessions from members of Unit IV.

ARTICLE II
PRINCIPLES

conditions and other related issues throughout the District. The labor-management committee will make recommendations to designated District representative(s) for proposed implementation.

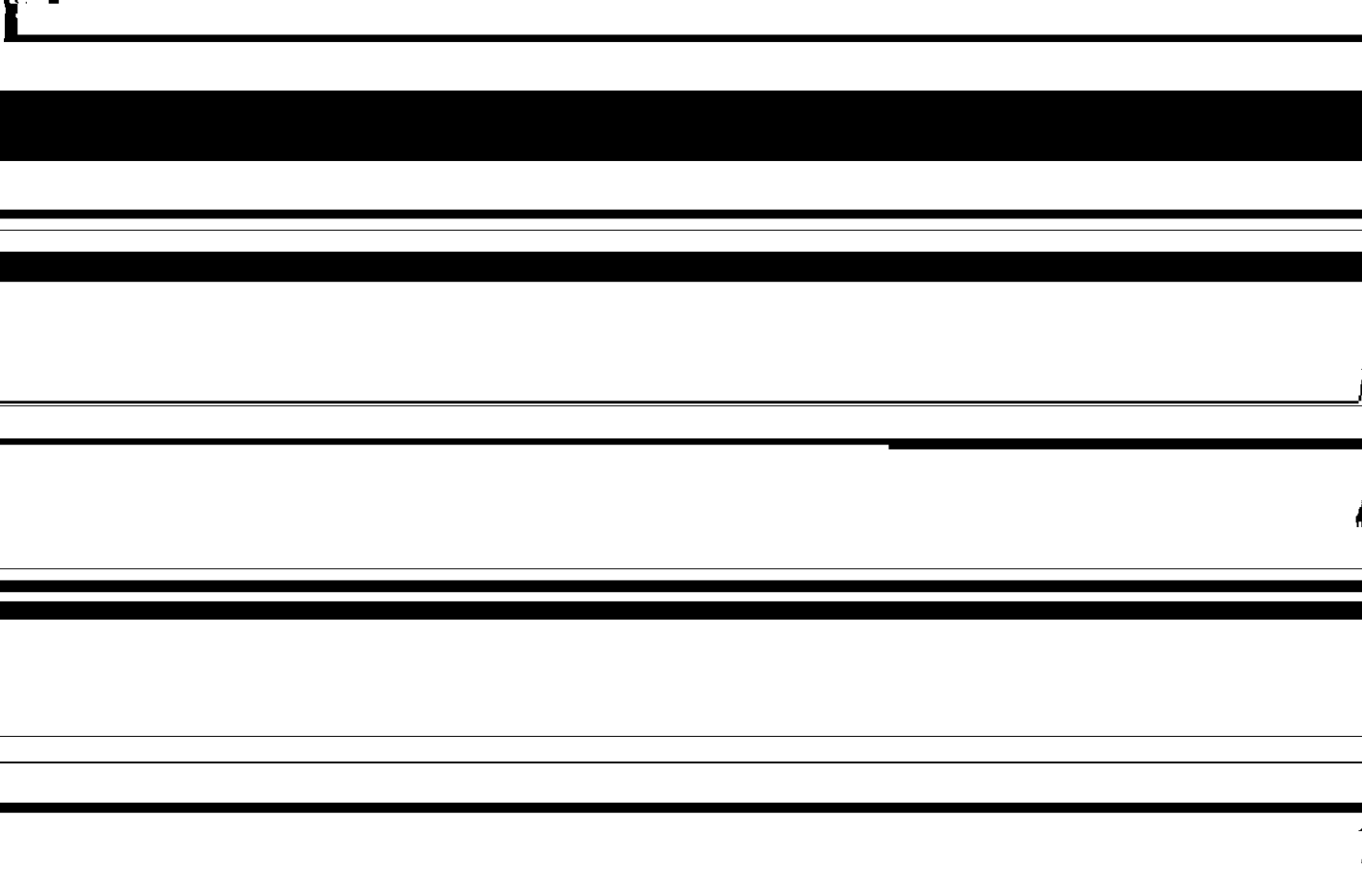
ARTICLE III
PAYROLL DEDUCTIONS

1. The District will deduct from pay, dues as designated by the Union for membership dues in the Union on the basis of individually signed Deduction Authorization Cards. Such dues will be forwarded to the Secretary/Treasurer of the Union. Dues check-off privilege will remain in effect unless revoked by the Public Employees Relations Board or other agency having jurisdiction.

2. Each member of Unit IV who signs Deduction Authorization Card will have such deduction made. The Deduction Authorization Card will be in the same form as presently used and will contain the following information:

a. Employee name, address, social security number and occupation.

b. Authorization statement as follows: The East Islip School District, 1 Craig B. Gariepy Avenue, Islip Terrace, New York as my employer is hereby authorized to deduct from my wages commencing this month and continuing monthly thereafter my regular union dues and



4. 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.

5. The Union shall indemnify and save the School 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 School District for the purpose of complying with any List, Notice or Assignment furnished under any provision of such.

unit, shall supply the necessary forms and make deductions in accordance with the employee's request concerning U.S. Savings Bonds or Credit Unions.

3. Layoffs:

employees of Unit IV shall be laid off before any permanent non-competitive employees shall be laid off.

b. The employer shall lay off _____

6. Department, Building or Shift Reduction: When the non-competitive staff of a Department, Building or Shift is to be reduced the following procedure is to be followed:

a. Volunteers will be sought.

~~If no volunteers are to be found then the following procedure is to be followed:~~

be transferred from the Department, Building or Shift.

7. Promotions: All job and shift openings and promotions shall be forwarded to the designated Union Representative for posting. Employees who are candidates for said openings and

Send a note to the member advising for [redacted]

attendance. The member will be advised of his/her right to have a Union representative present at this meeting.

b. After a reasonable period of time, if the administrator still feels that the member has abused sick leave, the administrator shall cause a meeting to occur between the affected member, his/her Union representative and the Superintendent or his/her designee. The purpose for

said meeting shall be to [redacted]

b. Notification of Discharge: In any case where an employee is to be discharged, the District will give prior written notice to the Union

file a grievance contesting said discharge pursuant to the grievance procedure set forth in Article VIII hereof. In such cases, the last two (2) sentences of Section 7(c) (5) shall not be applicable and the decision of the arbitrator shall be final and binding. Additionally, in such cases Section 7 (D) 1, 11

ARTICLE V
EMPLOYMENT TIME

1. Work Day, Work Week:

- a. Except as set forth herein, all full-time employees shall work five (5) days per

b. Employees working the night shifts shall be given thirty (30) minutes supper

c. No employee shall be permitted to leave the building during his/her break,

During an unforeseen emergency, if a unit member refuses to be in building and/or district and

overtime assignment on three (3) consecutive occasions, the unit member shall be removed from the overtime rotation for a period of ninety (90) days.

h. The District shall endeavor to pay overtime within one (1) month of its accrual or earlier. In the event that overtime pay is not included in the salary paycheck within one (1) month

of its accrual and the overtime pay is not included in the salary paycheck within one (1) month

Call In:

- a. In cases of serious emergencies, such as break-ins, boiler malfunctions and the

Grounds or his designee, who shall make reasonable effort to contact one of the three employees listed above. Authorization to call in beyond the minimum set forth above shall be acquired by the

7. Snow Days: In the event that the Superintendent of Schools closes school...

1. 12 before the end of the regular school year...

In addition to the standard five (5) sets of financial statements, the following information is provided:

Item	Amount	Date	Description

Rain gear shall also be provided to the groundsmen, glazier, carpenter, electrician,

~~auto-mechanics and~~

4. Sanitary Arrangements: The District agrees to supply soap, towels and washing facilities for all members of Unit IV and further agrees to provide a secure area, when practical, for storage of employee's personal clothes.

5

~~First Aid Kit~~

Unit IV, a first aid kit in each school building.

3. Shop Stewards:

The Union shall conduct all union business after working hours.

Superintendent for Instruction and Personnel by July 1st of each school year.

b. The shop steward shall conduct all union business after working hours.

3. Definition of Grievance: A grievance is a complaint by a member or a group of

available stage within fifteen (15) school days after the member of Unit IV knew or should have known of the act or conditions on which the grievance is based. If a decision at this stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this agreement shall be barred.

6. Contract Arbitrator: The Union and the District will mutually agree upon and appoint a panel of three (3) Contract Arbitrators to be used in rotation or availability to perform the duties enumerated in Stage 3 of this article.

7. Stages:

a. **Stage 1: Informal Discussion** - The first stage of the grievance procedure shall be an informal discussion between the party or parties of the grievance and the immediate supervisor and the Facilities Administrator. No grievance shall be entertained at Stage 2 until five

Superintendent or his designee will send a written report of his decision to the aggrieved party and to the immediate supervisor within five (5) school days after the conclusion of the hearing. If such grievance is not satisfactorily resolved at this stage, the aggrieved party or parties may appeal in writing following the procedures set forth in Paragraph 4 to the Contract Arbitrator. If a demand for

d. **Stage 4: Review (Board of Education)** - The Board of Education will review the Arbitrator's report in a special meeting held in executive session within fifteen (15) school days after the date of receiving the arbitration report. The aggrieved party or parties, along with the representatives, if any, and the immediate supervisor and his representative, if any, shall be present at the review. The Board of Education, acting as a legislative body of the East Islip School District shall make the final decision and communicate this decision to the party or parties of the grievance and the immediate supervisor within fifteen (15) school days of the conclusion of the review.

ARTICLE IX

1. **Classifications**: Employees on Unit IV will be subdivided into salary classifications as indicated in the appended salary schedule.

2. **Work Year**: All employees in Unit IV, except for custodial aides, will have a twelve (12) month work year.

3. **No provision of the Agreement shall be construed to...**

CUSTODIAL SALARY SCHEDULE
July 1, 2014 - June 30, 2020

CUSTODIAL 2018-2019						

DEPARTMENT OF SCIENCE & TECHNOLOGY

	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20
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this Agreement.

2. Longevity: Unit members who have completed ten (10) years of service in the District shall receive an annual longevity payment of one thousand two hundred seventy eight dollars (\$1,278). Unit members who have completed fifteen (15) years of service in the District shall receive an additional annual longevity payment of one thousand four hundred ninety seven dollars (\$1,497). These longevity payments, however, are not cumulative, so that, in years eleven through fifteen of service, the unit member will only receive one thousand two hundred seventy eight dollars (\$1278) and, in years sixteen and thereafter of service, the unit member will only receive two thousand seven hundred seventy five dollars (\$2775).

3. Disability Insurance: Effective February 1, 2002, all District employees shall be covered by the District's Disability Insurance Plan (DIP) as a condition of employment.

members, except custodial aides, with Group Long Term Disability (GNLTD) as a condition of employment.

members.

The District will implement a system whereby employee contributions may be made "pre-tax."

b. The District agrees to pay one hundred (100%) percent of medical health

insurance for individuals/families who are not eligible for such insurance through their employment. This is

District's health insurance plan as of January 14, 2003, may opt out of the plan and receive payment equal to 45% of the District's contribution, prorated to the date of opting out. Unit members must show evidence that they are insured elsewhere in order to opt out. Effective January 1, 2018, eligible

unit members as defined in this section who opt out of the District's health insurance plan shall be

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

of the District. Should an employee choose not to take the floating holiday(s) off he/she shall be

paid one day's pay for each floating holiday not taken at the employee's current rate of pay, on or about the second payroll in August of each school year.

c. Each year prior to July 1, the Superintendent or his designee after consultation with the Union shall establish a calendar listing holidays and if necessary, alternate days off. There shall be fifteen (15) guaranteed holidays with pay. These days shall not include the floating holidays

4. Paid Personal Days:

a. Each full-time employee shall be allowed three (3) emergency days with pay, which may be used with advanced notice to the Facilities Administrator for Religious Observance Days officially listed by the Commissioner of Education. Any of said three (3) emergency days

be taken off with pay to conduct personal business which is approved in writing by the Facilities Administrator.

b. If the employee leaves the employ of the District during the school year, the number of days allowed for sick or paid personal leave will be prorated at one (1) day per six (6) weeks or major part thereof, for the period worked in that year, and if at the termination of employment, he has been paid for days in excess of the number of allowable and accumulated leave, deductions for those days will be made from his pay.

7. Jury Duty: Each full-time employee covered by this contract who is required to serve

as a juror shall be paid full salary without loss of sick or personal leave during the period of civil obligation. The employee shall remit to the School District the total per diem jury fees paid for jury service. Reimbursement for travel and food expenses will be retained by the employee.

8. Civil Service Examination: Each full-time employee covered by this contract shall be excused from work without loss of pay or sick leave in order to take the Civil Service examination if required for his present position.

Special Leave - Absence: Each full-time employee covered by this contract shall

Years of Service Completed

Vacation

Less than 12 months

1 (one) day per month to a maximum of ten (10) days

1 Year

Two (2) weeks

5 - 10 Years

Three (3) weeks

More than 10 Years

Four (4) weeks

c. Forms for requesting certain vacation dates are to be forwarded to each employee covered by this Agreement no later than May 15th of each school year. They are to be

District certifies that the employee is unable to work. An employee who feels that this period should be extended may request a re-examination by the District physician.

d. From the sixth (6) continuous work day of absence through such injury or assault (i.e., after a waiting period of five (5) days), he/she will receive as a special benefit full pay for a maximum period of up to thirty (30) work days. Two (2) days out of the five (5) days waiting period shall be reinstated upon receipt by the School District of official notification that the said injury was compensable. The reinstatement shall not serve to extend the maximum period of up to thirty (30) working days. An additional thirty (30) work days may be granted by the Superintendent of Schools based upon an additional written certification of the injury and a statement that the employee is still unable to work by the District's designated physician. Once an employee is certified able to work, he cannot claim additional days under the special benefit provision for the same injury.

e. For the period for which special sick leave benefits are paid, the School District will claim the insurance benefits payable to the employee provided by any insurance carrier whose premiums are paid by the School District.

f. Under no circumstances shall unit members hired after June 30, 2000 be

1	80% of week's pay
2	60% of week's pay
3	40% of week's pay
4	20% of week's pay
5	0

13. Vandalism Damage to Cars: The District shall establish a fund of \$2,000 to

compensate members of bargaining units represented by United Public Service Employees Union for

ARTICLE XII
CUSTODIAL AIDE

If the custodial aide works more than twenty (20) hours per week, the aide shall be entitled to

participate in the District's health insurance plan (individual coverage only), at the same rate of contribution as other employees. The only other fringe benefits available to the full-time custodial

shall be the same (7) days per week (1) ... (2) ...

be governed by the Public Employee's Fair Employment Act.

2 [REDACTED] The parties agree that all negotiable items have been discussed during negotiations.

**APPENDIX A
MERIT BONUS FROM PRIOR CONTRACT**

APPENDIX A		
MERIT BONUS FROM PRIOR CONTRACT		
EMPL #	NAME	2% MERIT DIFFERENTIAL RECEIVED IN 2004/2005
2610	Doyle, D.	92.32
14935	Gagliano, A.	20.28
11510	Gerdvil, Wm	45.26
4320	Hickey, B.	95.66
15175	Ippilito, E.	20.88
255	Pace, R.	20.28
283	Peterson, R.	20.28