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Title: **West Islip Union Free School District and West Islip Union Free School Custodial, Bus, Food Service, and Maintenance Employees, United Public Service Employees Union (UPSEU) (2009)**

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Union: **West Islip Union Free School Custodial, Bus, Food Service, and Maintenance Employees, United Public Service Employees Union (UPSEU)**

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WEST ISLIP PUBLIC SCHOOLS

West Islip, New York 11795

AGREEMENT

FROM JULY 1, 2009 to JUNE 30, 2013

BETWEEN

West Islip Union Free School District

AND

UNITED PUBLIC SERVICE EMPLOYEES UNION

BOARD OF EDUCATION
West Islip Union Free School District

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Annmarie LaRosa, Vice President
Sharon Bieselin
Scott Brady
George Smith
Robert Ulrich
Michael Zotto

Superintendent of Schools
Mr. Richard Simon

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2009-2010 SALARY SCHEDULE ..... Appendix "A"

2010-2011 SALARY SCHEDULE ..... Appendix "A"

2011-2012 SALARY SCHEDULE ..... Appendix "B"

2012-2013 SALARY SCHEDULE ..... Appendix "B"

AGREEMENT made and entered into this seventh day of March, 2011, by and between the WEST ISLIP UNION FREE SCHOOL DISTRICT (hereinafter referred to as the "Employer" or "District") and the UNITED PUBLIC SERVICE EMPLOYEES UNION, (hereinafter referred to as the "UNION").

ARTICLE I APPLICABLE LAW

The Public Employees' Fair Employment Act, the other provisions of the Civil Service Law and the local laws of the Board of Education, WIUFSD, West Islip, which are not inconsistent with said Act and the Civil Service Law, will govern the terms of this Agreement.

ARTICLE II RECOGNITION & DUES DEDUCTIONS

A. The District recognizes the United Public Service Employees Union as the sole and exclusive representative for all cooks, assistant cooks, food service, custodians, maintenance personnel, head and special custodians, driver messengers, bus dispatchers, auto mechanics and bus drivers, excluding the School Plant Superintendent, Food Service Director, and the Maintenance Crew Leader. This recognition shall extend for the maximum period permissible by law.

Upon the creation of a new title which the parties agree to include in the bargaining unit, the salary for such title will be negotiated by the parties. Prior to settlement, the District may tentatively establish the salary for the position.

B. The District shall deduct regular membership dues from the wages of those employees who submit duly executed authorization permitting such payroll deductions.

ARTICLE III NO-STRIKE CLAUSE

The Union affirms that it does not assert the right to strike against the Employer, to assist or participate in any such strike, or to impose an obligation upon its members to conduct, threaten or participate in such a strike.

ARTICLE IV SALARIES, LONGEVITY, DIFFERENTIALS

A. Effective July 1, 2009, the salary schedule shall be increased by one (1%) percent plus increment (payment of the general increase only to be made on June 30, 2013 or the effective date of retirement from the District and the Employees' Retirement System, whichever is earlier). Notwithstanding the date of payment, it shall be made at the rate in effect for the 2009-10 school year without interest.

Effective July 1, 2010, the salary schedule shall be increased by one (1%) percent

Effective July 1, 2011, the salary schedule shall be increased by three (3%) percent

Effective July 1, 2012, the salary scheduled shall be increased by three (3%) percent

B. LONGEVITY

1. Employees who have completed thirteen (13) years or more of service as of July 1 shall receive a $825 non-cumulative longevity increment. Employees who have completed eighteen (18) years or more of service as of July 1 shall receive an additional $850 non-cumulative longevity increment.

2. Cafeteria

Cafeteria employees who have completed thirteen (13) years or more of service as of July 1 shall receive a $585 non-cumulative longevity increment. Cafeteria employees who have completed eighteen (18) years or more of service as of July 1st shall receive an additional $610 in longevity increment.

C. DIFFERENTIALS

The District shall continue to pay the following differentials and such differentials shall also be deemed part of all Appendices.

1. Cafeteria

There will be a pay differential of $500 for Assistant Cooks at central cooking kitchens. The Head Cook shall receive a pay differential of $500.

2. Custodial

a. The Night custodian in charge of the Junior High School shall receive $1,000 above the regular custodian salary schedule.

b. The Night Custodian in charge of the High School shall receive $1,200 above the regular custodian salary schedule.

c. Head and Chief Custodians shall receive additional lump sum payments as follows: Effective January 1, 1994 and each year thereafter, individuals employed as of that date shall receive an annual differential of $300.00. These payments shall not be added to any salary schedule or become part of the base salary.

d. Custodial employees who work half or more of their shift from 3:00 p.m. on, shall be paid an annual night differential of $400. Effective July 1, 2006, this night differential shall be $500. Effective July 1, 2008, this night differential shall be $600. The differential shall not be considered part of the employee's base salary and is therefore an off-salary schedule payment.

e. The night custodian in charge of the elementary schools shall receive $500 above the regular custodian salary schedule.

D. SALARY AGREEMENT

Each employee shall receive a salary agreement specifying the salary for the year and the employees' step placement at the beginning of the school year provided the salary for that year has been settled by the parties. In the event a settlement has not been reached at that time, the notice shall be given as soon as practical following the settlement.

E. WITHHOLDING INCREMENT

The Superintendent or his/her designee may withhold the yearly salary increment of employees hired after December 17, 1997, in the event that an employee is deemed to have performed unsatisfactorily during any school year. An employee shall have the right to appeal the decision to withhold increment directly to the Superintendent of Schools provided such appeal is requested in writing within seven (7) days of the employee's receipt of notification to withhold increment. The Superintendent's decision on the appeal shall be final and not subject to the grievance or any other procedures or proceeding with the District or in any other forum.

ARTICLE V WORKDAY, WORKWEEK, OVERTIME

A. WORKDAY-WORKWEEK

1. Cafeteria

a. Each full-time cafeteria worker shall work a minimum of a 6-hour day, 5 days a week. Break time for cafeteria workers hired after January 1, 2002 shall be designated by the employees' supervisor.

b. Ten-month food service employees shall begin their work year one (1) working day prior to the opening of school. Schools shall be deemed open on the first day teachers are required to report. The District may require part-time food service employees to begin their work year one (1) working day prior to the opening of school. If the District determines that the entire food service staff is not required on such days, volunteers will be sought and chosen on the basis of seniority or individuals will be designated by the District on the basis of inverse seniority.

c. Part-time food service workers shall receive payment for up to two (2) snow/emergency school closure days per year. Any unused entitlement shall be paid to the employee with the last payroll of the school year.

2. Custodial

Each full-time Custodial Worker shall work an 8-hour day, 5-day week, Monday through Friday, except as provided hereafter. Commencing April 2002, each full-time custodial worker shall work a 7.75 -hour day, 5-day a week, Monday through Friday, except as provided thereafter. The reduction in workday commencing April 2002, as set forth herein shall be implemented at the end of the workday. Buildings and Grounds personnel (e.g., custodian, cleaners, grounds men, maintenance) employed prior to July 1, 1982 may volunteer for other than a Monday to Friday workweek. Members of the unit who

volunteer for such position shall be guaranteed an interview by the District. If rejected, the applicant shall receive, upon request, in writing, the reason for not being selected. In addition, employees hired on or after July 1, 1982 may be assigned other than Monday-Friday workweek.

Members of the unit assigned to other than a Monday-Friday workweek shall receive an additional $1,000 per year above their regular rate.

3. General

All full-time custodial employees will be entitled to one fifteen-minute coffee break in the morning. All other full-time employees will be entitled to two (2) 15-minute coffee breaks, one in the morning and one in the afternoon.

4. Time Clocks

The District at its discretion shall be permitted to require unit employees, except bus drivers, to punch a time clock when arriving and/or leaving the work place.

5. Additional Work (Transportation)

The District shall offer all additional work hours related to transportation to District drivers. In the event that all capable District drivers are unavailable to perform such additional work, the District may offer such work to drivers employed outside the District. Bus drivers who are driving for a field trip within the District when school is not in session shall be paid two (2) hours pay or actual hours worked, whichever is greater. The District shall be permitted to transfer to non-unit personnel work exclusively performed by unit employees when a unit member performing bus transportation department duties separates from service, for whatever reason. This shall not effect the District's right to transfer to non-unit personnel work which is not exclusively performed by unit employees.

B. OVERTIME

1. Custodial

a. Overtime shall be paid at the rate of time and one-half for hours worked over seven and three quarter (7 ¾) hours in one day. However, no overtime shall be paid for Saturday or Sunday, unless thirty-eight and three quarters (38 ¾) hours at regular time (i.e., five 7 ¾ hour days) have been completed during the week. The workweek shall run from 7:00 A.M. Monday to 7:00 A.M. Monday.

b. From the hours of 12:00 Midnight to 5:00 A.M., custodial personnel involved in emergency calls shall be paid a minimum of one (1) hour overtime salary.

c. Time and three-quarters (1 ¾) shall be paid for custodial Sunday overtime.

d. In determining the number of hours worked in a workweek for overtime purposes, the District will count vacation days, bereavement days and personal days. Family illness days and sick leave days will not be counted.

e. All custodial employees can be made to work overtime in emergency situation at the discretion of the Superintendent for his/her designee.

2. Cafeteria

Cafeteria employees shall be paid at the rate of time and one-half (1 1/2) of their regular rate for all hours worked in excess of forty (40) hours of actual work in one week.

3. Bus Drivers

Bus Drivers shall be paid at the rate of time and one-half (1 1/2) of their regular rate for all hours worked in excess of forty (40) hours of actual work in one week.

ARTICLE VI HOLIDAYS

All full-time custodial personnel shall be guaranteed a minimum of 15 holidays per year in the official calendar adopted by the District. All full-time bus drivers and cafeteria employees shall be guaranteed those holidays which fall between September 1 and June 30. Part-time cafeteria workers shall be entitled to one (1) holiday with pay per year. Holiday schedules are attached to the contract for information purposes. The Union shall be consulted for their holiday recommendations.

Effective with the 2011-12 school year, Martin Luther King, Jr. Day shall be added as a holiday, increasing the number of holidays to sixteen per year.

ARTICLE VII LEAVES OF ABSENCE

A. SICK LEAVE

1. Cafeteria

a. In the first year of employment, full-time cafeteria workers who have worked five (5) months may earn five (5) six-hour sick days to accrue at the rate of one (1) per month commencing from the start of the sixth month to the end of the tenth month. Thereafter, full-time cafeteria employees may earn ten (10) six-hour days of sick leave per year to accrue at the rate of one (1) per month cumulative to sixty (60) days for pay at retirement.

b. Effective July 1, 1978, full-time Cafeteria employees shall be permitted to accumulate one hundred and twenty (120) days for sick leave purposes only.

c. After five (5) months of employment, part-time cafeteria employees may earn three (3) four-hour days of sick leave to accrue on a pro-rata basis from the beginning of the sixth month to the end of the tenth month. Thereafter, part-time cafeteria employees may earn up to six (6) four-hour days of sick leave to accrue on a pro-rata basis throughout the year.

Effective July 1, 1978, part-time Cafeteria employees may accumulate sick leave up to thirty (30) days for sick leave purposes only. Part-time cafeteria workers shall receive no terminal allowance.

2. Custodial

In the first year of employment custodial workers who have worked six (6) months may earn six (6) eight-hour days of sick leave to accrue at the rate of one (1) per month commencing from the start of the seventh month until the end of the twelfth month. Thereafter, custodial employees may earn twelve (12) eight-hour days of sick leave per year to accrue at the rate of one per month cumulative to one hundred twenty (120) days.

3. Bus Drivers

a. In the first year of employment, full-time bus drivers who have worked five (5) months may earn five (5) six-hour sick days to accrue at the rate of one (1) per month commencing from the start of the sixth month to the end of the tenth month. Thereafter, full-time bus drivers may earn ten (10) six-hour days of sick leave per year to accrue at the rate of one (1) per month cumulative to one - hundred twenty (120) days for pay at retirement.

b. Drivers employed prior to July 1, 1986 shall continue to receive the benefits they are currently receiving. Employees hired after July 1, 1986 who are regularly scheduled to work twenty five (25) hours or more per week shall receive the same fringe benefits as the employees who were hired prior to July, 1986, It is understood that all bus drivers who are regularly scheduled to work twenty five (25) hours or more per week shall be entitled to health insurance, dental insurance, optical insurance, holidays, vacation, longevity, retirement and terminal pay, sick days, family illness days and the retirement plan as specified in the contract.

4. General

a. After three (3) years employment, the District will match the number of sick days accumulated by an employee in the event of prolonged illness.

b. It is agreed that where there is evidence of a pattern of absenteeism, that both parties to this Agreement will make every effort to investigate and recommend a solution to correct this matter, and if it is proven that this pattern of absenteeism is not legitimate, it may result in the employee's immediate dismissal.

c. Employees hired subsequent to December 17, 1997 shall only be permitted, through June 30, 2004, to accumulate a maximum accrual of two (2) years of earned sick leave. Effective July 1, 2004, such employees shall be permitted to accumulate a maximum accrual of five (5) years of earned sick leave. Effective July 1, 2006, such employees shall be permitted to accumulate a maximum accrual of six (6) years of earned sick leave. Effective July 1, 2008, such employees shall be permitted to accumulate a maximum accrual of seven (7) years of earned sick leave. Effective July 1, 2009, such employees shall be permitted to accumulate a maximum accrual of eighty-nine (89) days. These employees shall not receive a terminal allowance and therefore shall not be paid for unused sick leave upon retirement, death, resignation or other termination of employment.

d. The District may require employees to provide a written physician's certification to the employee's immediate supervisor regarding any illness/injury after four (4) consecutive days of

absence.

e. Central administration may require employees to submit to a physical examination upon demand, to be conducted by the District's designated physician, after such employee has been absent for sixty (60) days or more as a result of illness or injury. Nothing contained in this provision shall impede or limit the Board's right pursuant to Section 913 of the Education Law and/or the appropriate sections of the Civil Service Law, to order a physical examination, pursuant to Board resolution, irrespective of whether an employee is absent from work or the number of days of any such absence.

f. Each employee will be allowed to donate up to five (5) sick days to another UPSEU member whose injury or sickness has disabled him/her from working for a period which exceeds his/her accumulated sick days. In the event of such an injury or sickness, the circumstances giving rise to the need for days and the number of days needed shall be presented to the Superintendent. The Superintendent shall be authorized to request medical documentation supporting the need for days from the employee in need. The determination of who is eligible to receive the donated sick days will be made by a two-person panel. One panel member will be appointed by the UPSEU executive board and one panel member will be appointed by the Superintendent. If the panel cannot agree on eligibility, the matter will be submitted to the Board of Education whose decision shall be final and not subject to a grievance or other challenge. No employee shall be eligible for a donation of days for a reoccurrence of any injury or sickness for which he/she has received a previous donation unless such injury or sickness is catastrophic or life-threatening, which shall then be reviewed by the panel in accordance with this paragraph. Days which are donated shall be used by the employee at his/her rate of pay. Donated days not utilized shall be maintained in a bank for use by an employee approved for a subsequent donation with the understanding that the number of days which may be donated to that employee shall be reduced by the number of days which are in the bank. The terms of this Article shall not impact the District's right to require an employee to submit to a medical exam or any other rights as provided by law.

B. PERSONAL LEAVE

Provided prior approval has been granted, Cafeteria and Custodial employees and full-time Bus Drivers will be allowed two (2) personal business days per school year at the discretion of the Superintendent. Additional days may be permitted at the discretion of the Superintendent.

C. FAMILY ILLNESS LEAVE

Cafeteria and Custodial employees, and full-time Bus Drivers will be allowed two (2) days for illness in the family. These days shall not be deducted from sick leave. Additional days may be granted at the discretion of the Superintendent.

D. BEREAVEMENT LEAVE

For each death in the immediate family, all employees will be allowed three (3) days' leave. Additional days may be allowed at the discretion of the Superintendent when unusual circumstances warrant such action. These days will not be charged against the annual sick leave. For the purposes of this provision "immediate family" shall be defined as the employee's mother, father, grandmother, grandfather, spouse, spouse's father and mother, the employee's children, brothers and sisters, and the employee's aunt or uncle.

E. VACATION LEAVE

1. Full-Time Custodial

Custodial workers will be granted 6-2/3 hours of vacation for each month worked for the first year, and two (2) weeks each year thereafter. Custodial employees will be granted three (3) weeks of paid vacation time after the completion of five (5) years of service in the District, and four (4) weeks paid vacation after the completion of eleven (11) years of service in the District.

2. Bus Drivers

Full-time Bus Drivers will receive prorated vacations on a 10/12 basis.

3. General

a. Vacation eligibility shall not be determined until the termination of the school year in which vacations are earned.

b. Those employees who resign or retire from the employ of the District subsequent to January 1 of the school year shall receive payment for any unused earned vacation on a prorated basis.

c. Provided one (1) month's advance written request is made to the Business Office, vacation pay shall be given to the employee prior to the commencement of his/her vacation.

d. In determining the number of years completed for vacation eligibility purposes for ten (10) month employees hired prior to February 1 in any given school year will be considered to have worked the entire year. Ten-month employees hired subsequent to February 1 will not be considered to have worked the entire year. For twelve (12) month employees, individuals hired prior to January 1 will be considered to have worked the entire year. Twelve-month employees hired subsequent to January 1 will not be considered to have worked for the year.

e. Department Supervisor shall have the right to reject vacation requests in excess of two consecutive weeks. Such right shall be exercised reasonably. "The employees named in Appendix "D" shall be excluded from this provision."

f. Operations and maintenance department employees shall be entitle to carry over up to five (5) vacation days earned in one (1) school year to the following school year, but such days shall be

utilized prior to September 1st of the year into which the days are carried over.

F. CHILD-REARING LEAVE

If an employee plans to apply for a child-rearing leave of absence, written notification should, if possible, be made to the Superintendent of Schools at least one (1) month before the leave begins. The leave of absence shall be without pay. The leave shall commence and end at a date mutually agreed upon by the Board of Education and the employee, and shall be based on the best interests of the District.

A child-rearing leave may not extend beyond one (1) year, and there shall not be a pyramiding of leaves. Child-rearing provisions will apply to adoption of children.

G. RECORDS

All records concerning leave days will be maintained in the District Office and will be available to an employee upon request.

ARTICLE VIII RETIREMENT AND TERMINAL PAY

A. Employees will be eligible to participate in the New York State Employees' Retirement System, retirement plan (75i), which is effective August 13, 1997.

B. Upon retirement or death, full-time ten (10) and twelve (12) month employees, except Cafeteria workers, shall receive payment for all accumulated unused sick days up to a maximum of one hundred twenty (120) days at the rate of sixty-five ($65) dollars per day up to a maximum of $7,800.

C. Upon retirement or death, full-time Cafeteria employees, including those deemed full-time for fringe benefit purposes, shall receive payment for all accumulated unused sick days up to a maximum of sixty (60) days at the rate of thirty ($30) dollars per day up to a maximum of eighteen hundred ($1,800) dollars. Part-time Cafeteria employees who work at least four (4) hours per day shall receive payment for all accumulated unused sick days up to a maximum of sixty (60) days at the rate of twenty ($20) dollars per day up to a maximum of $1200.

D. Notwithstanding any other provision contained in this contract, employees hired subsequent to December 17, 1997 shall only be permitted through June 30, 2004, to accumulate a maximum accrual of two (2) years of earned sick leave. Effective July 1, 2004, such employees shall be permitted to accumulate a maximum accrual of five (5) years of earned sick leave. Effective July 1, 2006, such employees shall be permitted to accumulate a maximum accrual of six (6) years of earned sick leave. Effective July 1, 2008, such employees shall be permitted to accumulate a maximum accrual of seven (7) years of earned sick leave. Effective July 1, 2009, such employees shall be permitted to accumulate a maximum accrual of eighty-nine (89) sick days. This accrual may only be accumulated for leave purposes. These employees shall not be paid for unused sick leave upon retirement, death, resignation or other termination of employment.

ARTICLE IX INSURANCE

A. HEALTH INSURANCE

Full-time employees and the cafeteria employees designated full-time for fringe benefit purposes will be eligible to participate in the Enhanced Empire Health Insurance Plan. Employees participating in the health insurance plan shall be required to contribute towards the cost of such plan, whether family or individual, in an amount equal to seven and one-half (7.5%) percent of the premium. This contribution shall be made via payroll deduction.

Members of the unit hired prior to the full and final ratification of the 2009-2013 Memorandum of Agreement (March 7, 2011) who withdraw from the District's plan during the life of this agreement shall receive 50% of the cost of the District's yearly contribution toward premiums for individual or family coverage which ever was applicable at the time of the withdrawal, provided they remain uncovered under such plan for a period of twelve (12) consecutive months. Members of the unit hired after full and final ratification of the 2009-2013 Memorandum of Agreement (March 7, 2011) shall be paid twenty-five hundred ($2,500.00) dollars if they withdraw from the family plan and shall be paid twelve hundred fifty ($1,250.00) dollars if they withdraw from the individual plan, pursuant to this paragraph. Such payments shall be made at the end of the twelve (12) month period and annually thereafter. Nothing contained herein shall preclude a member from reentering the plan within the twelve (12) month period provided, however, that in the case of a member who reenters in less than twelve (12) months no payment shall be made. After the twelve (12) month period, such member may re-enter the plan if he/she is no longer covered by the comparable plan of a spouse.

The District shall contribute towards health insurance premiums for those members of the unit retiring on or after July 1, 1986 who are receiving health insurance benefits at the time of their retirement.

The District shall pay 75% of the premium for those eligible employees covered by individual plans and 75% of the premium for those eligible employees covered by family plans provided, however, that in no event shall the District's cost exceed $170 per month for 1992-93 per retiree, and thereafter. The retiree shall pay the remainder of the premiums.

Notwithstanding any provision delineated above, the District may unilaterally change health insurance carriers provided the same level of benefits and coverage are maintained for eligible unit employees.

B. DENTAL INSURANCE

Should the cost of the District dental plan exceed the amount set forth below, the union shall have the right to suggest alternative commensurate coverage to the District.

Effective July 1, 2009, the District shall contribute up to a maximum of $778 per participant per year toward dental insurance coverage for those employees of the unit eligible for health insurance coverage. The District's contribution as reflected herein, shall be increased by $36 per year in each year of Agreement.

C. OPTICAL

The District shall contribute a maximum of $190 per participant per year toward optical insurance for those members of the unit eligible for health insurance. All food service employees not eligible for health insurance from the District shall receive optical coverage through the District's plan.

D. DISABILITY INSURANCE

The District shall provide a short-term disability plan pursuant to the provisions of the New York State Disability Benefit Law for all part-time cafeteria employees working less than 20 hours per week. The District shall provide a long-term disability plan in accordance with CNA Group Benefits, which shall be applicable to all active, full-time, cafeteria, bus drivers, custodians and maintenance employees working 20 hours or more per week. Such plan shall have a 180-day elimination period, and provide 60% of monthly salary up to $4,000 per month.

ARTICLE X TAX SHELTERED ANNUITY

Present full-time employees shall have the opportunity to enroll in any one of the tax-sheltered annuity programs available to the employees of the District and may have the charges related thereto deducted from their salary. Enrollment shall be limited to the months of October and February in each year.

ARTICLE XI RECIPROCAL RIGHTS

A. The Union will have the right to post notices and communications on the bulletin boards maintained on the premises and facilities of the Employer, subject to the approval of the contents of such notices and communications by the Superintendent of Schools, or his/her designee. The officers and agents of the Union should have the right to visit the District's facilities for the purpose of adjusting of grievances and administering the terms and conditions of this contract during normal working hours. A bulletin board shall be maintained in the transportation office for union use.

B. Employees who are designated or elected for the purpose of adjusting grievances or assisting in the administration of this contract will be permitted a reasonable amount of time, subject to the approval of the Superintendent of Schools, free from their regular duties to fulfill these obligations, which have as their purpose the maintenance of harmonious and cooperative relations between the District and the employee and uninterrupted operation of government.

C. Three (3) days annually will be granted without loss of pay to an employee who has been designated to represent the unit at the Union conferences, conventions, workshops, etc.

Five (5) days annually will be granted without loss of pay to an employee who holds office on a Union level to attend conventions and workshops relevant to Union matters only.

D. A bulletin board will be provided by the district in the Custodian's room of each building for Union notices, etc. Permission will be granted to the Union to use the interschool mail for distribution of meeting notices, etc.

E. Upon employment by the School District, a new employee will be given a copy of the current contract, along with other Union materials, from the Business Office.

ARTICLE XII GRIEVANCE PROCEDURE

Definitions

1. "Employee" shall mean any member of the bargaining unit.

2. "Supervisor" shall mean any person to whom the employee is directly responsible (e.g., department chairperson, district supervisor, coordinator, director, assistant principal, building principal, superintendent of schools, head of unit manager, head custodian, or school plant superintendent).

3. "Grievance" shall mean an alleged violation of a specific provision of this Agreement.
4. "Days," unless otherwise indicated, shall mean working days.

Basic Standards and Principles

1. It shall be the responsibility of supervisors at all levels, commensurate with the authority delegated to them by their superiors to consider promptly and take appropriate action upon grievances presented to them by employees under their supervision. To such extent as it is practicable, appropriate authority shall be delegated to such supervisor to enable them to carry out the purposes of this statement.

2. It shall be the responsibility of the Superintendent to take such steps as may be necessary to give effect to the provisions of this statement.

3. Every employee shall have the right to present his/her grievances to the District in accordance with the provisions of this statement, free from interference, coercion, restraint, discrimination or reprisal, and the grievance procedure established under this statement shall provide for the right to be represented at all stages thereof.

Procedural Stages and Requirements

1. Stage 1 - The first procedural stage shall consist of the employee's presentation of his/her grievance, in writing, to his/her immediate supervisor, who shall, to such extent, as he/she may deem appropriate, consult with his/her superiors. The discussion and resolution of grievances at the first stage shall be on an oral and informal basis. Such grievance shall be presented within thirty (30) calendar days of the date of the alleged grievance, or it shall be deemed waived. If such grievance is not satisfactorily resolved within five (5) days, such employee may proceed to the second stage.

2. Stage 2 –

a. Within ten (10) days after a determination has been made at the preceding stage, the aggrieved employee may make a written request to the Superintendent or his/her designee for a review and determination. If the Superintendent designates a person to act on his/her behalf, he/she shall also delegate full authority to such person to render a determination.

b. The Superintendent or his/her designee shall immediately notify the aggrieved employee, immediate supervisor and any other administrator previously rendering a determination in the

case to submit written statements to him/her within five (5) days setting forth the specific nature of the grievance, the facts relating thereto and the determination(s) previously rendered.

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

d. The Superintendent or his/her designee shall render his/her determination within ten (10) days after the written statements, pursuant to paragraph *b*, have been presented to him/her.

3. **Stage 3** - There is hereby established an impartial review panel, consisting of nine members. The panel shall consist of six members selected by non-teaching employees and three members selected by the Superintendent of Schools. The panel shall select one of its members as chairperson. Members shall serve for a term of one year from July 1st of each year. In the event a vacancy occurs on either panel, the group suffering such vacancy shall fill such vacancy within ten days after the vacancy occurs. If the vacancy is not so filled, the Superintendent shall appoint a person from the particular group to serve on the panel for the unexpired term. The procedure of the review stage shall be as follows:

a. The aggrieved employee may, within five (5) days of the determination by the Superintendent, make a written request to the chairperson of the particular review panel for review of the case.

b. Within five (5) days of receipt of such written request of *a* above, a review board of three members shall be selected from the members of the particular review panel as follows: one member shall be selected by the aggrieved employee, one by the Superintendent of Schools and the two members thus selected shall select the third member, who shall be chairperson of such review board. If the two members thus selected cannot agree on the selection of a third member for the review board within five (5) days, then the two members already selected will act and then present either a single recommendation or individual recommendations to the Superintendent.

c. The Superintendent shall upon request of the chairperson of the review board submit all written statements concerning the case to the review board.

d. The review board shall notify all parties concerned of the time and place when a hearing will be held. Such hearing shall be held within ten (10) days of receipt of the request pursuant to *a* above. Each party concerned shall have the right to present further statements at such hearing.

e. The review board shall render its report to all parties concerned in written form within five (5) days after conclusion of the hearing. Such report shall include a statement of findings of fact, conclusions and advisory recommendations.

f. The Superintendent shall then render his/her final determination within two (2) days after receiving the report of the review board.

g. If the grievance is still unresolved, the aggrieved employee may proceed to the Board stage.

4. **Stage 4. Board Stage** - The aggrieved employee may, within five (5) days of the final

determination by the Superintendent, make a written request to the Board of Education for review and determination. All written statements and records of the case shall be submitted to the President of the Board by the chairperson of the review board. The Board may hold a hearing to obtain further information regarding the case. The Board shall render a final decision within ten (10) days after receiving the request for review.

ARTICLE XIII SENIORITY

For the purpose of this agreement, seniority shall be defined as length of service within the position based upon the original date of hire of any employee covered by this agreement and shall be used for purposes of determining layoff and recall.

ARTICLE XIV WORKING CONDITIONS

The District will notify the Union at least seven (7) days in advance of any change in working methods or working conditions, except where such change is required because of an emergency or major disaster over which the Employer has no control.

ARTICLE XV SNOW DAYS

One (1) time per year, custodial, grounds, maintenance and mechanic employees shall be granted compensatory time for up to four (4) hours when school is closed and clerical employees are granted a day off. The date upon which such compensatory time is taken by an employee shall be determined by the Director of Buildings and Grounds and shall occur during the school year after the year in which school is closed for a snow day. For the purpose of this paragraph only, snow days which occur after execution of this memorandum of agreement shall result in compensatory time.

Any Custodian claiming illness when called for work on a snow day, who has a record of previous absences on snow days, may be required to present a doctor's note for that day or have a salary deduction.

ARTICLE XVI EVALUATION OF STAFF

A. The Superintendent of Buildings and Grounds shall perform a written evaluation of each Chief and Head Custodian, and the Maintenance Supervisor twice annually.

B. Building Principals shall perform a written evaluation of the performance of their respective Chief and Head Custodians once during the course of the year in addition to an end of year evaluation to be conducted with the Superintendent of Buildings and Grounds.

C. Head and Chief Custodians shall monitor daily performance of all employees under their supervision. These observations shall be utilized as part of the basis for the written evaluation to be performed at least three times annually, (e.g., CW 1, MM III, Pool Man, etc.). The results of these evaluations are to be provided to the Principal by the Head or Chief. The Principal and the Head or Chief shall perform a written evaluation of each custodian annually.

D. The Maintenance Crew Chief shall monitor daily performance of the maintainers as part of the basis for a written evaluation to be performed three times annually in addition to an end of year evaluation, (e.g., MM III, Grounds men, Driver Messenger, etc.). The results of these evaluations are to be provided to the Superintendent of Buildings and Grounds by the Maintenance Crew Chief. The Superintendent of Buildings and Grounds and the Maintenance Supervisor shall perform a written evaluation of each maintainer annually.

E. All evaluations shall utilize a form developed by the District.

F. The employee(s) responsible for the supervision of each school's kitchen shall monitor the daily performance of all employees under their supervision. This will constitute part of the basis for a written evaluation to be performed at least twice annually including an end of year evaluation. The results of these evaluations are to be provided to the Director of School Food Service by the supervisor. The Director shall perform a written evaluation of each building supervisor and other district employees under his/her direct supervision annually.

G. The Transportation Supervisor shall monitor the daily performance of all employees under his/her supervision. This will constitute part of the basis for a written evaluation to be performed twice annually including an end of year evaluation.

ARTICLE XVII PAYROLL SAVING DEDUCTIONS

Employees may once annually request that the District deduct set sums of money from each paycheck for the purpose of purchasing U.S. Savings Bonds and/or for deposit in the Credit Union.

ARTICLE XVIII OPENINGS

CUSTODIAL and FOOD SERVICE

A. All vacant positions within the unit shall be posted by the District for seven (7) working days in each school building.

B. No labor class or non-competitive position shall be filled by an applicant from outside the District except and until all internal candidates who apply for such positions and who meet the minimum civil service requirements, have been interviewed.

Nothing contained in this Article requires the District to hire internal applicants for the aforementioned vacant positions. The District has the sole non-grievable discretion to reject such internal applicants.

ARTICLE XIX JURY DUTY

Jury duty or attendance required in court by the District will not result in payroll deductions and the number of days will not be deducted from sick leave. Compensation paid to the employee by the court for serving jury duty shall be reimbursed to the District. This does not include travel expense. All employees must notify his/her immediate supervisor as soon as possible after receipt of notice of jury service and a copy of such notice shall be provided to the Business Office as soon as possible and prior to the date for such service. In addition, proof of jury service must be submitted to the Business Office upon completion of jury service. Failure to submit notification and proof of jury service may result in loss of pay for days served.

ARTICLE XX CONTRACTUAL RIGHTS

No sections of this contract can be changed or abridged without prior consent of both parties.

ARTICLE XXI OUT OF TITLE

A. CUSTODIAL

Custodial workers covering Head Custodian for a period of more than five (5) consecutive working days will receive Head Custodian's salary on that worker's step, provided, however, that time worked during the Head Custodian's vacation will not be construed as coverage.

B. CAFETERIA

Any cafeteria employee taking over a higher position will be paid at the higher rate for that position after two days in such out-of-title assignment, retroactive to the first day.

ARTICLE XXII CAFETERIA EMPLOYEES

A. WORKING CONDITIONS

1. Any District function over the 6-hour workday for full-time employees, or 4-hour workday for part-time employees, will be paid at the minimum wage of their hourly rate or pay, whichever is higher. This pay rate will also apply to any function held when school is not in session.

2. P.T.A. functions will be paid at the minimum wage or the hourly rate of pay, whichever is higher.

3. If Cafeteria personnel are to work for after-school functions, they will first be selected on a voluntary basis and will not be compelled to work unless sufficient voluntary personnel are not available.

4. An employee will not work alone in a building at after-school functions.

5. Cafeteria employees will not be required to work on Labor Day.

6. If feasible, an outside phone connection will be available for any Cafeteria employees

working in the District at night.

B. CUTBACKS

In the event of a planned cutback of Cafeteria personnel to be effective September of any school year, the employees and the Union will be notified in writing by the preceding July 31st, if practicable.

C. UNIFORMS

Cafeteria workers shall be required to wear uniforms, which will be provided by the District.

ARTICLE XXIII DRIVERS

Bus drivers shall be required to wear jackets, which will be provided by the District.

ARTICLE XXIV CUSTODIAL UNIFORMS

Custodial workers shall be required to wear uniforms, which will be provided by the District. The number of uniforms provided by the District is limited to five (5) per year. Employees shall be permitted to purchase additional uniforms at their own cost and expense through an authorized payroll deduction.

The District shall provide and maintain in each building foul weather gear, limited to rubber jackets, rubber boots, and rubber pants for use by custodial and maintenance personnel.

ARTICLE XXV NON-SMOKING POLICY

The District's non-smoking policy shall be deemed a part of this contract.

ARTICLE XXVI TAYLOR LAW NOTICE

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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XXVII TERM OF AGREEMENT

This Agreement shall be effective from July 1, 2009, up to and including the close of business on June 30, 2013.

ARTICLE XXVIII DISCIPLINE and DISCHARGE

Any employee who is suspended or discharged shall have the right to a meeting with the Superintendent or his/her designee to discuss the action taken. The decision of the Superintendent or his/her designee with respect to the suspension or discharge shall be deemed final.

WEST ISLIP UNION FREE SCHOOL DISTRICT

Date:_____ **By:** _____
Richard A. Simon
Superintendent of Schools

UNITED PUBLIC SERVICE EMPLOYEES UNION

Date: _____ **By:** _____
Kevin E. Boyle, Jr. President

Date: _____ **By:** _____
Operations, Grounds, Maintenance

Date: _____ **By:** _____
Food Service Delegate

Date: _____ **By:** _____
Transportation Delegate

Appendix D

John Page

Frank McDermott

UPSEU: BUS DRIVERS 2009-2010 plus 1.0%
**** * 1% increase is deferred until 6/30/2013***

Step	DRIVER CL I	DRIVER CL II
1	15.35 / HR	
2	16.14 / HR	
3	16.77 / HR	
4	17.70 / HR	
5	18.90 / HR	
6	19.47 / HR	
7		22.07 / HR
8		22.65 / HR

UPSEU: BUS DRIVERS 2010-2011 plus 1.0%

Step	DRIVER CL I	DRIVER CL II
1	15.51 / HR	
2	16.30 / HR	
3	16.93 / HR	
4	17.87 / HR	
5	19.09 / HR	
6	19.67 / HR	
7		22.29 / HR
8		22.88 / HR

UPSEU: BUS DRIVERS 2011-2012 plus 3.0%

Step	DRIVER CL I	DRIVER CL II
1	15.97 / HR	
2	16.79 / HR	
3	17.44 / HR	
4	18.41 / HR	
5	19.66 / HR	
6	20.26 / HR	
7		22.96 / HR
8		23.57 / HR

UPSEU: BUS DRIVERS 2012-2013 plus 3.0%

Step	DRIVER CL I	DRIVER CL II
1	16.45 / HR	
2	17.29 / HR	
3	17.96 / HR	
4	18.96 / HR	
5	20.25 / HR	
6	20.87 / HR	
7		23.65 / HR
8		24.28 / HR

UPSEU: CAFETERIA STAFF 2009-2010 plus 1.0%

**** 1% increase is deferred until 6/30/2013***

Step	----- COOK ----- 7 HRS	6 HRS	---- ASST COOK ---- 7 HRS	6 HRS	4 HRS	FOOD SERV WORKER PART TIME
New Hires	→					12.92 / HR
1	-	18,255	18,437	15,803	10,536	13.42 / HR
2	-	19,216	19,282	16,527	11,018	13.87 / HR
3	-	20,279	20,201	17,315	11,542	14.37 / HR
4	-	21,334	21,123	18,106	12,070	14.88 / HR
5	-	22,393	22,052	18,902	12,604	15.52 / HR
6	-	23,455	22,973	19,691	13,128	15.84 / HR
7	-	24,511	23,896	20,482	13,656	
8	30,187	25,912	25,138	21,547	14,434	
9	31,432	26,975	26,381	22,613	15,143	

UPSEU: CAFETERIA STAFF 2010/2011 plus 1.0%

Step	----- COOK ----- 7 HRS	6 HRS	---- ASST COOK ---- 7 HRS	6 HRS	4 HRS	FOOD SERV WORKER PART TIME
New Hires	→					13.05 / HR
1	-	18,437	18,622	15,961	10,641	13.56 / HR
2	-	19,408	19,475	16,693	11,128	14.01 / HR
3	-	20,482	20,403	17,488	11,657	14.52 / HR
4	-	21,547	21,334	18,287	12,190	15.03 / HR
5	-	22,616	22,273	19,091	12,730	15.67 / HR
6	-	23,689	23,202	19,888	13,259	16.00 / HR
7	-	24,756	24,135	20,687	13,793	
8	30,489	26,171	25,389	21,762	14,579	
9	31,746	27,245	26,645	22,839	15,294	

UPSEU: CAFETERIA STAFF 2011/2012 plus 3.0%

Step	----- COOK ----- 7 HRS	6 HRS	---- ASST COOK ---- 7 HRS	6 HRS	4 HRS	FOOD SERV WORKER PART TIME
New Hires	→					13.44 / HR
1	-	18,990	19,180	16,440	10,961	13.96 / HR
2	-	19,990	20,059	17,193	11,462	14.43 / HR
3	-	21,096	21,015	18,013	12,007	14.95 / HR
4	-	22,194	21,974	18,835	12,556	15.48 / HR
5	-	23,295	22,941	19,664	13,112	16.14 / HR
6	-	24,400	23,899	20,484	13,657	16.48 / HR
7	-	25,499	24,859	21,308	14,206	
8	31,404	26,956	26,151	22,415	15,016	
9	32,699	28,063	27,445	23,524	15,753	

UPSEU: CAFETERIA STAFF 2012/2013 plus 3.0%

Step	----- COOK ----- 7 HRS	6 HRS	---- ASST COOK ---- 7 HRS	6 HRS	4 HRS	FOOD SERV WORKER PART TIME
New Hires	→					13.84 / HR
1	-	19,560	19,756	16,933	11,289	14.38 / HR
2	-	20,590	20,661	17,709	11,806	14.86 / HR
3	-	21,729	21,646	18,553	12,367	15.40 / HR
4	-	22,860	22,634	19,400	12,933	15.94 / HR
5	-	23,994	23,629	20,253	13,505	16.63 / HR
6	-	25,132	24,615	21,099	14,067	16.97 / HR
7	-	26,264	25,605	21,947	14,633	
8	32,346	27,765	26,936	23,088	15,467	
9	33,680	28,904	28,268	24,230	16,226	

UPSEU: CUSTODIAL STAFF 2009/2010 plus 1.0%

**** * 1% increase is deferred until 6/30/2013***

Step	CUST WRKR	DRIV/MES CST/BUS D GR/ MAINT I & II	AUTO MECH MAINT III	HEAD CUST	MS HEAD CUST	JR HIGH CHIEF	MECH IV	GROUNDS III SR HIGH CHIEF
1	39,811	42,447	45,091	46,407	47,389	49,044	51,684	54,321
2	40,848	43,486	46,126	47,443	48,764	50,085	52,724	55,363
3	41,871	44,511	47,148	48,468	49,789	51,111	53,748	56,384
4	42,897	45,537	48,175	49,493	50,814	52,133	54,774	57,413
5	43,929	46,564	49,204	50,525	51,846	53,163	55,803	58,442
6	44,952	47,591	50,232	51,548	52,868	54,188	56,827	59,465
7	46,072	48,716	51,356	52,675	53,995	55,315	57,953	60,591
8	47,198	49,843	52,476	53,796	55,115	56,438	59,075	61,712
9	48,791	51,429	54,069	55,385	56,704	58,024	60,663	63,301
10	49,413	52,050	54,692	56,008	57,327	58,647	61,285	63,923

UPSEU: CUSTODIAL STAFF 2010/2011 plus 1.0%

Step	CUST WRKR	DRIV/MES CST/BUS D GR/ MAINT I & II	AUTO MECH MAINT III	HEAD CUST	MS HEAD CUST	JR HIGH CHIEF	MECH IV	GROUNDS III SR HIGH CHIEF
1	40,209	42,871	45,542	46,871	47,863	49,535	52,200	54,865
2	41,257	43,921	46,588	47,918	49,252	50,586	53,251	55,917
3	42,289	44,956	47,619	48,953	50,287	51,622	54,285	56,948
4	43,326	45,992	48,657	49,988	51,322	52,655	55,321	57,987
5	44,368	47,030	49,696	51,030	52,364	53,695	56,361	59,027
6	45,402	48,067	50,734	52,063	53,397	54,730	57,395	60,060
7	46,533	49,203	51,870	53,201	54,535	55,868	58,532	61,197
8	47,670	50,342	53,001	54,334	55,666	57,003	59,666	62,329
9	49,279	51,943	54,610	55,939	57,271	58,604	61,270	63,934
10	49,907	52,571	55,239	56,568	57,901	59,233	61,898	64,562

UPSEU: CUSTODIAL STAFF 2011/2012 plus 3.0%

Step	CUST WRKR	DRIV/MES CST/BUS D GR/ MAINT I & II	AUTO MECH MAINT III	HEAD CUST	MS HEAD CUST	JR HIGH CHIEF	MECH IV	GROUNDS III SR HIGH CHIEF
1	41,416	44,157	46,908	48,277	49,299	51,021	53,766	56,511
2	42,494	45,239	47,985	49,355	50,729	52,103	54,849	57,594
3	43,558	46,305	49,048	50,422	51,796	53,171	55,914	58,657
4	44,625	47,372	50,116	51,488	52,862	54,234	56,981	59,727
5	45,699	48,441	51,187	52,561	53,935	55,306	58,052	60,798
6	46,764	49,509	52,256	53,625	54,999	56,372	59,117	61,861
7	47,929	50,679	53,426	54,798	56,171	57,544	60,288	63,033
8	49,100	51,852	54,591	55,964	57,336	58,713	61,456	64,199
9	50,757	53,501	56,248	57,617	58,990	60,362	63,108	65,852
10	51,404	54,148	56,896	58,265	59,638	61,010	63,755	66,499

UPSEU: CUSTODIAL STAFF 2012/2013 plus 3.0%

Step	CUST WRKR	DRIV/MES CST/BUS D GR/ MAINT I & II	AUTO MECH MAINT III	HEAD CUST	MS HEAD CUST	JR HIGH CHIEF	MECH IV	GROUNDS III SR HIGH CHIEF
1	42,658	45,482	48,315	49,725	50,778	52,552	55,379	58,206
2	43,769	46,596	49,425	50,836	52,251	53,666	56,494	59,322
3	44,865	47,694	50,519	51,934	53,349	54,766	57,591	60,416
4	45,964	48,793	51,620	53,032	54,448	55,861	58,691	61,518
5	47,070	49,894	52,723	54,138	55,553	56,965	59,794	62,622
6	48,167	50,995	53,824	55,234	56,649	58,063	60,891	63,717
7	49,367	52,200	55,029	56,441	57,857	59,271	62,097	64,924
8	50,573	53,407	56,229	57,643	59,057	60,474	63,300	66,125
9	52,280	55,106	57,935	59,345	60,759	62,173	65,001	67,827
10	52,946	55,773	58,603	60,013	61,427	62,841	65,667	68,494