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AGREEMENT

between

TOWN OF ISLIP

- and -

LOCAL NO. 237, I.B.T.

(White Collar Employees)

Effective: January 1, 2005 to December 31, 2007

RECEIVED

JUN 05 2006

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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This Agreement entered into effective the 1st day of January, 2005, by and between the (TOWN OF ISLIP) (hereinafter referred to as the "Town") and (LOCAL No. 237, INTERNATIONAL BROTHERHOOD OF TEAMSTERS) (hereinafter referred to as the "Union").

ARTICLE I - UNION RECOGNITION

The Town recognizes the Union as the exclusive bargaining agent for all Town employees in the white collar unit included in the certification issued by PERB in the classifications set forth in attached Schedule "A", excluding elected or appointed officials, Department Heads, Deputies, designated confidential employees, part time employees, seasonal employees, and temporary employees.

ARTICLE II - CHECK OFF

Section 1. Upon filing of dues deduction authorization upon such form as shall be provided by the Union, the Town agrees to deduct union dues from the wages of all such union members for whom dues deduction authorization have been received by the Town, so long as same shall be authorized, and forward such amounts to the Union weekly, together with a list of employees from whose wages the dues have been deducted.

Section 2. The Town agrees to an agency shop provision to provide union security.

Section 3. The Town shall not be responsible or liable in any way for union dues or agency fees deductions, except as to such amounts as are actually deducted, and the records of the Town as to amounts collected shall be conclusive.

Section 4. The Town shall make no deductions from the wages of any employee in the bargaining unit for dues in any other employee or labor organization, whether or not authorizations or requests are filed for same.

Section 5. Dues deduction authorizations shall be effective for the period of this Agreement and for successive periods thereafter, unless revoked by the employee in a written notice, sent certified mail to the Director of Labor Relations and the Union within ten (10) days prior to the expiration of such period or any successive period, or on the annual anniversary membership date in the Union of the revoking employee.

ARTICLE III - MANAGEMENT RIGHTS

The Union recognizes the prerogative of the Town of Islip to operate and manage its affairs in all respects in accordance with its responsibilities and the powers of the Town of Islip except as otherwise provided herein, and the Union recognizes the exclusive right of the Town of Islip to exercise its management prerogative, including but not limited to, the direction of the work forces, the right to hire, the right to discipline or discharge, the right to determine job qualifications for hiring as prescribed in the Civil Service Law, the right to make rules and regulations covering conduct and safety, the right to determine schedules of work, the right to contract or subcontract, together with the right to determine methods, process, and manner of performing work, maintain the efficiency of the operations delegated and authorized to the Town Board, take any actions necessary in conditions of emergency, and as shall be deemed to be in the best interests of the Town of Islip in exercising these functions. The Town of Islip will not discriminate against any employee because of his or her membership in the Union. It is further

recognized that the Town Board retains its right as a Municipal Corporation and Suburban Town, except as otherwise herein modified.

ARTICLE IV - WAGE AND SALARY SCHEDULE

Section 1: The salary schedules for 2005, 2006 and 2007 are attached hereto as Schedule B.

Section 2: Employees hired prior to October 1 of the previous contract year shall advance one (1) step on the salary schedule effective January 1 of a contract year unless they have reached the top step of their grade.

Section 3: Promotions

An employee promoted to a higher grade shall be placed at the step of the new grade which provides an increase in base salary which is a minimum of five (5%) percent.

ARTICLE V - HOURS OF WORK

The workweek for Unit employees shall be thirty five (35) hours per week. The workweek shall consist of five (5) consecutive days. Schedules of regular workweeks of all employees covered by this Agreement will be maintained by the Town with copies made available to the Union. The workweek shall be consistent within each Department. Prior to implementation of any changes in workweek, hours, or schedules, the Commissioner of the affected Department, the Director of Labor Relations, and the Union shall meet to discuss the change.

The workweek for all employees of the Recreation Department shall begin on Monday and end on Saturday.

The Town may implement a Monday to Sunday workweek for Bay Management Specialists in the Environmental Control Department and a Monday to Saturday workweek for the Animal Shelter. The workweeks of such employees may be changed according to the needs of the Town by first taking volunteers and then by reverse seniority. Such changes shall be for no less than thirty (30) days unless the parties agree on a shorter period.

ARTICLE VI - OVERTIME PAY AND POLICY

Section 1. Employees shall be paid at the rate of time and one half their regular rate for any time worked before or after the employee's normal work shift and for work performed on the sixth day of the employee's normal workweek. Double time shall be paid for work performed on the seventh day of the employee's normal workweek.

Section 2. Any employee recalled from vacation shall be paid double time for the portion of his/her vacation worked and shall not be further compensated.

Section 3. All employees shall be offered equal opportunity for overtime on a rotating basis within a Department, provided the employee is qualified to perform the overtime work.

In the Recreation Department, overtime shall be distributed equally within Centers, unless it is otherwise agreed to equalize overtime opportunity.

Section 4. Friday of each week will be payday.

Section 5. Employees who are called within ten (10) hours of the start of his/her regular shift and ordered to commence work prior to the start of his/her shift shall be paid at the overtime rate for one (1) hour of time, in addition to actual overtime worked provided the employee reports to work at the time he/she is ordered. This section shall not apply to recalls.

ARTICLE VII - RECALL

Employees recalled to work shall receive a minimum of three (3) hours guaranteed at the appropriate rate of pay.

Employees shall be paid from the time of the call, if reporting to work within one (1) hour of such call.

ARTICLE VIII - NIGHT SHIFT DIFFERENTIAL

Section 1. The night shift differential shall be ten (10%) percent.

Section 2. Employees who work three and one half (3-1/2) hours or more during the period from 4:30 p.m. to 9:00 a.m. shall receive the night shift differential for their entire shift.

ARTICLE IX - WORKING OUT OF CLASSIFICATION

Employees assigned to work in a higher classification shall be paid the appropriate rate of pay for such higher classification.

Employees will receive a minimum of one (1) day's pay at the appropriate rate for such higher classification in accordance with normal payroll procedure, regardless of the number of hours worked that day, except that the foregoing provisions shall be suspended in a declared emergency during which the employee shall be paid at the hourly rate of the higher classification for the time worked.

Out of classification work shall require notification to the Union.

Out of title work is to cover for vacation, sick leave, or leave of absence.

ARTICLE X - COFFEE BREAKS

There shall be two (2) fifteen (15) minute coffee breaks provided each day, at times mutually determined by the Union and the Town.

ARTICLE XI - MEALS FOR EMPLOYEES ASSIGNED OVERTIME

Employees assigned to work overtime shall receive an unpaid meal period after four (4) hours of assigned overtime work.

ARTICLE XII - WELFARE BENEFITS

The Town agrees to contribute the sum of \$750.00 per year for each unit employee to the Union Welfare Fund. Said contributions shall be made in monthly payments.

Payments for new employees shall be pro-rated. The money thus paid is to be placed into the trust fund established on behalf of all the employees covered by this Agreement.

Such trust fund may, in the discretion of the Trustees, also cover other employees of the Town for whom the Town makes appropriate contributions. The administration of this fund is covered by a separate Agreement.

ARTICLE XIII - HEALTH INSURANCE

Section 1. The Town agrees to continue the present fully paid Health Insurance Plan on behalf of the employees. The Town may switch health insurance carriers, provided prior notice is given to the Union and the Union agrees with the change to the new carrier.

Section 2. New employees shall have the option to select the plan they wish from the plans offered by the Town. All premium increases during the term of this Agreement shall be paid by the Town.

Section 3. Employees who are covered by health insurance from other policies may opt to withdraw from the Town medical coverage. Such employees who remain out of the Town plan for one (1) year shall receive a bonus of fifty (50%) percent of the applicable annual premium. Employees may reenter the Town plan pursuant to its rules at any time; however, in such event, they shall not receive the bonus if they reenter the plan before the twelve (12) month period.

Section 4. An employee off the payroll because of illness will be permitted the option of continuing his/her insurance plan by individually paying the group rates. The present plans are the Empire Plan, Vytra Health (HMO), and Hospital Insurance Plan (HIP HMO).

Section 5. Effective January 1, 1986, the Town shall provide 100% of the cost of health insurance to employees who retire on or after January 1, 1986, and who have five (5) years of consecutive employment with the Town and retire from Town employment directly into the New York State Retirement System.

ARTICLE XIV - VACATIONS

Section 1. Vacation and personal leave time shall be combined and shall be shown on each weekly pay stub for each employee.

Section 2. Employees shall receive the following vacation time to be computed from the anniversary hiring date of each employee:

1 year of service 10 days
2 years of service 18 days

3 years of service 20 days
4 years of service 22 days
5 years of service 25 days

Employees in their sixth (6th) year of service and each year thereafter will receive their total of twenty five (25) vacation days at the beginning of each year.

During the first year of employment, new employees shall receive at least 5/6ths of one (1) day for each month of employment.

Section 3. Permanent employees covered by this agreement will be permitted to charge up to five (5) days off for compelling and necessary personal reasons against the employee's earned vacation. Permission to be absent must be obtained from the Head of the Department prior to such absence, and the request should be received by the Head of the Department at least three (3) days prior to the date of intended absence, except in cases of extreme emergency. Such permission shall not be unreasonably withheld.

Section 4. Employees shall be entitled to three (3) personal leave days to be used at the employee's discretion, which shall not be chargeable to the employee's vacation provided permission is received in advance for such leave. Permission to be absent must be obtained from the Head of the Department or his/her designee, prior to such absence, and the request should be received by the Head of the Department at least three (3) days prior to the date of intended absence, except in cases of extreme emergency. Such permission shall not be unreasonably withheld.

Section 5. Employees shall be paid their vacation pay, computed on a weekly basis, prior to their vacation, providing that they shall have given three (3) weeks notice to the Comptroller.

Section 6. After the first year of service, up to fifteen (15) days of vacation may be carried over to the next year. Additional carry over may be permitted under special circumstances, upon recommendation of the Department Head. Special circumstances shall include, but are not limited to, the needs of the Department, the anniversary date of employee's hire is too late in the year to allow employee to take his/her vacation, or illness of employee.

Section 7. Vacation schedules in all departments shall be determined by the Department Head and shall be made according to the work needs or requirements of the Department, and may be scheduled from January to December. Subject to the above considerations, vacation pick shall be made by seniority.

A copy of the vacation list shall be forwarded to the Director of Labor Relations who shall give a copy to the Union one (1) week before Departmental posting.

The vacation schedule for each Department shall be finalized by February 1 of each year and may only be changed by agreement of the Town and the Union.

Section 8. Employees who become ill while on vacation shall be allowed to use their sick leave for such illness and have their vacation time proportionately adjusted, provided such employee notifies his/her Department Head of the change and provides the Town with a physician's statement proving illness upon return to work. If the employee continues on sick leave when he/she is scheduled to return to work, he/she must notify the Department Head in accordance with present practice in order to be credited with sick leave.

ARTICLE XV - HOLIDAYS

Section 1. Employees shall receive thirteen (13) guaranteed holidays as follows:

New Year's Day	Lincoln's Birthday
Washington's Birthday	Martin Luther King Day
Independence Day	Memorial Day
Columbus Day	Labor Day
Veteran's Day	Election Day
Day after Thanksgiving	Thanksgiving Day
Christmas Day	

Employees shall receive three (3) guaranteed half days, as follows:

Good Friday
Christmas Eve
New Year's Eve

Section 2. Holiday pay shall be paid at straight time the employee's regular rate.

If an employee is required to work on the holiday, he/she shall be paid for the holiday plus a premium pay of double time, and he/she shall not be entitled to further compensation.

Section 3. Unexcused absence from work the day prior to or following a holiday may be grounds for forfeiture of premium pay.

An absence is excused when the employee has his/her supervisor's permission to be absent, or the employee shall have notified the Department Head or Commissioner, or, in the event the Department Office is closed, Special Services, in compliance with existing sick leave provisions. Special Services number to be called is 224-5306.

ARTICLE XVI - SICK LEAVE

Section 1. Every employee shall receive thirteen (13) days annual sick leave with pay. Sick leave shall accrue at the rate of one (1) day per month for the first eleven (11) months and two (2) days on the twelfth (12th) month up to a maximum of 200 days.

Section 2. Upon termination of employment, the Town shall pay for up to 150 days of accumulated sick leave.

Section 3. Employees with ten (10) sick days in the bank shall be entitled to three (3) months at one half pay after sick leave has been exhausted, and may be considered for additional one half pay benefits by mutual agreement with the Union.

Section 4. Employees with three (3) or more years of service, with twenty (20) sick days in the bank, shall be entitled to four (4) months at one half pay after sick leave has been exhausted, and may be considered for additional one half pay benefits by mutual agreement with the Union.

Section 5. Employees with three (3) or more years of service, who exhaust the benefits under Section 3 and 4, return to work and suffer an illness, prior to accruing an additional ten (10) days of sick leave in the bank, may request additional paid leave time. Such request shall be submitted for approval by the Commissioner of the employee's Department, the Director of Labor Relations, and the Union.

Section 6. In order to receive sick leave, an employee shall notify his/her Supervisor of such absence and the reason therefor within the first half hour of his/her working day or at least one (1) hour prior to the start of his/her shift, whichever would apply. Sick leave will be granted when the employee has properly notified his/her Department Head or Commissioner, or in the event the Department Office is closed, Special Service Department. If this procedure is not complied with, the employee will not be paid for such lost time. The Special Service number is 224-5306.

Section 7. Upon termination of employment, for any reason except disciplinary, an employee shall receive up to the number of days of accumulated sick leave he/she is entitled

to under Section 2 above, in addition to accumulated vacation time. Such terminal leave will be paid by check from the Town with the last paycheck prior to such termination, or to his/her estate upon his/her death.

ARTICLE XVII - LEAVE OF ABSENCE

All requests for leave of absence shall be submitted through the employee's Department Head, who shall, within fifteen (15) days thereafter, forward such request to the Personnel Office with his/her recommendation. Recommendation of Department Head shall not be unreasonably withheld.

During unpaid leave, no vacation or sick benefits will be earned.

ARTICLE XVIII - FUNERAL LEAVE

Any employee within the Unit shall be entitled, without charge, to funeral leave, with pay, of four (4) consecutive working days for each death in the immediate family. Additional time required will be deducted from vacation time.

Immediate family means mother, father, son, daughter, brother, sister, wife, husband, mother in law, father in law, grandmother, grandfather, brother-in-law, sister-in-law, granddaughter and grandson, daughter-in-law, and son-in-law.

Any employee within the Unit shall be entitled, without charge, to one (1) day's funeral leave, with pay, for death in other than the immediate family, to wit: aunt, uncle, niece, nephew, cousin, but such leave shall not exceed one (1) working day.

ARTICLE XIX - LEAVE FOR JURY DUTY

On proof of necessity for jury service, a leave of absence, with pay, without charge, shall be granted to the employee, provided, however, the employee pays over to the Town payment received for jury duty allowance.

Payment for travel expenses is to be retained by the employee.

Employees shall provide, whenever possible, a minimum of one (1) week's prior notification to the Department Head of such jury duty.

ARTICLE XX - CIVIL SERVICE EXAMINATIONS

Employees shall be allowed time off, with pay, without charge, to take promotional examination given by the Town or the Civil Service Commission. Employees shall inform the Department Head or his/her designee, as soon as possible of the need for such time off. The Town shall post on appropriate bulletin boards, upon receipt from the Civil Service Commission, notices of all forthcoming Civil Service examinations.

ARTICLE XXI - MILITARY LEAVE

A permanent employee who enters military service will be granted a leave of absence without pay. A copy of the military orders, or notice of induction, must be submitted to the Town when requesting military leave.

Upon entering military service, an employee shall receive all his accrued vacation and/or sick leave, payable with the last paycheck prior to entering service.

Upon return from military service with an honorable discharge, the employee shall be immediately credited with thirteen (13) days' sick leave, and shall begin to earn vacation credit, based on the employee's length of service with the Town.

Time served in the military shall be considered as continuous service with the Town, provided the employee returns to Town employ within the time permitted by law.

ARTICLE XXII - MATERNITY LEAVE - CHILD REARING LEAVE

An employee shall be granted a leave of absence up to twelve (12) months, without pay, during pregnancy and/or after childbirth for purposes of child rearing. The employee must apply in writing for such leave at least sixty (60) days prior to the commencement of the leave, and indicate in the application the date he/she will return to work.

During such unpaid leave the employee shall not earn vacation or additional sick leave benefits.

Pregnant employees, who are unable to work because of the pregnancy, shall be entitled to use their sick leave benefits in accordance with the provisions of this contract for the period of disability.

ARTICLE XXIII - WORKERS' COMPENSATION LEAVE

Section 1: Employees who are injured in the course of their employment, as determined by Workers' Compensation, shall receive their normal full salary and continue to accrue sick leave and vacation time for up to one (1) year commencing with the report by the Town's insurance carrier that such injury is a compensable injury. Employees hired on or after March 15, 1992, who are injured in the course of their employment, as determined by Workers'

Compensation, shall receive their normal full salary and continue to accrue sick and vacation time for up to six (6) months, commencing with the report by the Town's insurance carrier that such injury is a compensable injury. Until such determination is made, employees shall utilize their sick leave or vacation allowance for the first ten (10) work days in order to receive pay for days not worked because of such injury. In the event of permanent disability, salary shall cease when a final determination is made, but in no event shall the Town's payment be more than fifty-two (52) weeks of paid salary.

An employee who is obliged to be absent from work, because of injuries received during the course of employment, shall have the sick leave and vacation days restored to his/her credit when the insurance carrier's determination of compensable injury is received by the Town. If no such determination is made, the employee shall be charged sick days and vacation days.

By reason of the foregoing, any employee who received compensation benefits for salary for any part of the fifty-two (52) week period, shall assign such compensation payments to the Town.

The Town retains the option to request the insurance carrier to remit compensation payments directly to the employee, in which case the Town will deduct the compensation payments from an employee's gross salary and remit to the employee the difference between the employee's regular gross salary and the compensation award on a regular weekly basis up to fifty-two (52) weeks.

The Town retains the right to obtain reimbursement from the carrier of a scheduled loss award to the extent of the continued salary payments.

Employees out on Workers' Compensation will continue to receive Town coverage for health insurance, life insurance, and dental insurance, up to one (1) year from the date of injury.

Employees shall suffer no loss of regular pay for time spent at authorized Workers' Compensation hearings as a result of injuries incurred during employment by the Town.

Employees shall comply with the Town's procedures in order to qualify for compensation pay as set forth in attached Schedule "C" (memo of agreement regarding Town Procedure for Compensation Cases).

Section 2: Effective June 6, 2000, employees injured in the course of their employment, as determined by the Workers' Compensation Board, shall receive their full salary for up to the first three (3) months of absence due to the injury commencing with the report by the Town's insurance carrier that injury is a compensable injury. Such employee may remain on full pay for up to an additional three (3) months (a total of up to six (6) months), if the employee elects to be charged one-quarter of an accrued sick day for each day he/she remains on full pay status. After six (6) months of Workers' Compensation leave, or if the employee exhausts his/her sick leave, or the employee is determined to be permanently disabled, the employee shall be entitled only to the benefits received directly by order of the Workers' Compensation Board.

The Town shall continue to pay for the continuation of the employee's health insurance coverage under the plan provided by the Town for up to twelve (12) months of such absence, and continue to make payment on behalf of such employee to the Union Welfare Fund for up to twelve (12) months of such absence.

Such employees shall not earn sick days, vacation days, personal leave, or other paid leave days while on Workers' Compensation Leave.

Any employee who received compensation benefits for salary for any part of the period he/she remained on full pay shall assign the compensation payment for lost salary for that period he/she remained on full pay status to the Town.

The Town retains the option to request the insurance carrier to remit compensation payments directly to the employee, in which case the Town will deduct the compensation payment from an employee's gross salary and remit to the employee the difference between the employee's regular gross salary and the compensation award for the period the employee remained on full pay status.

The Town retains the right to obtain reimbursement from the carrier of a scheduled loss award to the extent of the continued salary payments.

An employee may be re-credited with up to the number of sick days utilized to remain on payroll. Such days will be re-credited in quarter-day increments if the employee assigns in writing to the Town any or all of his/her Workers' Compensation Settlement Award or agrees in writing to have his/her salary reduced by an amount agreed to with the Town to pay for such sick day(s). The employee will be credited with sick days equal in value to the dollar amount of the Workers' Compensation settlement award assigned to the Town or dollar amount by which the employee chooses to reduce his/her salary.

Employees shall comply with the Town's procedures in order to qualify for compensation pay as set forth in attached Schedule "C" (memo of agreement re Town Procedure for Compensation Cases).

ARTICLE XXIV - ACCUMULATED TIME

During the periods of leaves of absence, sick leave at half pay, or otherwise off the payroll, the employee will not earn or accumulate sick leave or vacation credit.

Employees must have been in an "on payroll" status for a minimum period of six (6) months plus one (1) day during a calendar year in order to receive a salary increment in the following calendar year.

ARTICLE XXV - PERSONNEL FILE

Upon request, and at reasonable intervals of time, an employee shall be permitted to examine his/her official employee personnel file. There shall be only one official employee personnel file. The employee shall have the right to answer any material filed and his/her answer shall be attached to the filed copy.

ARTICLE XXVI - DISCHARGE AND LAYOFF

Pursuant to Civil Service Law, no employee within the Unit shall be discharged except for just cause and after a hearing.

Summer, temporary, provisional, probationary and seasonal employees shall be laid off in that order before permanent employees. Priority for rehire shall be based on the inverse order of lay off, i.e., the last person terminated, first one rehired.

The Town will give at least four (4) weeks' prior notice to the Union of any layoffs.

The Town will notify the Union, in writing, when an employee is terminated for any reason.

ARTICLE XXVII - SENIORITY

The Town and the Union agree on the principle of seniority and recognize that a senior employee, namely, an employee having the greater length of service with the Town, shall have preference with respect to vacation pick, layoffs and rehiring, provided the employee has the ability to perform the available work.

Seniority shall also prevail for purposes of pick of shift and days off, but shall not entitle such employee to selection of work site.

Seniority shall be time in classification, within a Department. Layoffs shall be made in accordance with present Town practices. Each Department shall establish a seniority list within Department and post same with a copy sent to the Union.

The seniority list shall be used to determine vacation preferences and leave of absence.

ARTICLE XXVIII - PROMOTIONS

Section 1: Following any examination for a promotional position which exists in the Town of Islip, the Town shall obtain from the examining authority a separate list consisting of Town employees who are eligible for promotion. The Town shall promote from the promotional examination list and/or the corresponding open competitive list of Town employees. A valid list for the purpose of this section shall mean a list received from the examining authority containing one or more names of Town employees.

Section 2: Job Vacancies. There shall be a posting of job vacancies by Department. In the event the vacancy cannot be filled within the Department, then the Town,

after consultation with the Union, shall have the option to post Town-wide. The Town shall, in all cases, consult with the Union prior to implementing such promotion, and the Director of Labor Relations shall meet with the Head of the Department and the Union as to the particular position.

Section 3: Posting shall be made in the employees' work areas.

ARTICLE XXIX - TRANSFERS

Consideration will be given to seniority and competence in determining employee transfers. In the case of involuntary transfers, reverse seniority shall apply. An involuntary transfer must be approved by both Department Heads, or their designees and there shall be consultation with the Union. The Town will give reasonable prior notice to the Union of all involuntary transfers which involve a permanent transfer from one department to another department.

No reassignment from one Department to another shall be for the purpose of disciplinary action or reprisal.

ARTICLE XXX - SCHOOLS, TRAINING, AND EDUCATION

Section 1: The employer shall allow an employee to attend seminars or educational workshops relating to their jobs, sponsored by professional organizations on Town time, without loss of pay, provided that such attendance shall be with the recommendation of the Department Head and the approval of the Supervisor of the Town of Islip, or his/her designee. Such recommendation shall not be unreasonably withheld.

Section 2: The request shall be received by the Department Head at least two (2) weeks prior to the date of the activity.

Section 3: The Town agrees to institute an on the job training program for its employees, and it further agrees to pay full tuition for job related courses, seminars, and meetings which are authorized by the Town.

ARTICLE XXXI - VEHICLE USE/REIMBURSEMENT

Section 1: The Town agrees to assume responsibility for all Town vehicle violations other than moving or parking.

Section 2: The Town does not require any employee to use their car as a condition of employment, unless such condition was made known upon hiring or upon subsequent agreement with the employee.

Section 3: Mileage reimbursement shall be made to employees authorized to use their own vehicles in the course of their employment at the rate of twenty five cents (\$0.25) per mile.

ARTICLE XXXII - SAFETY COMMITTEE

It shall be the duty of all personnel to see that all work areas are safe from unnecessary hazards. Unsafe conditions should be reported to the immediate supervisor and to the shop steward assigned to that area. The supervisor and the shop steward will, in writing, report this condition to the Department Head, with a copy to be sent to the Town Safety Officer, the members of the Safety Committee, and Union office.

A Safety Committee shall be formed consisting of no more than four (4) members, two (2) of whom shall be appointed by the Town and two (2) by the Union.

At least four (4) regular meetings will be scheduled by the Town Safety Officer. The function of this committee will be to develop recommendations for the promotion of safe working conditions to be considered by the Director of Labor Relations.

ARTICLE XXXIII - REPRESENTATIVE

The Union may appoint a representative who shall work with the Director of Labor Relations to facilitate improved relations between the employees in the Town of Islip and the Town, and in implementing and carrying out the terms of this Agreement. The representative shall receive full release time and be paid at his/her appropriate classification, including all increases that are applicable to his/her classification.

For payroll purposes, the representative is required to sign in and out, on a regular basis, at his/her assigned work area.

ARTICLE XXXIV - UNION CONFERENCES

The Town will grant time, without loss of pay to the officer of the Union, to attend conferences, not to exceed one (1) day per year, provided same are held at a time such employee is scheduled to work. In the event more than one (1) day is requested, the Town, at its option, may grant additional time without loss of pay. A reasonable request will not be refused. The request in this section must be made prior to the requested release. The Union will designate the officer to the Director of Labor Relations.

ARTICLE XXXV - SHOP STEWARDS

The Union will supply the Town with an accurate list of shop stewards.

ARTICLE XXXVI - CONTRACT NEGOTIATIONS

The Town will grant paid release time, without charge, to employees designated by the Union to participate in contract negotiations, where such negotiations take place during normal working hours.

No more than five (5) employees will be so released.

ARTICLE XXXVII - REOPENER CLAUSE

The employees shall be entitled to the most favored treatment, under a favored nations clause, as to which is offered to any other employee group, in connection with summer hours only.

ARTICLE XXXVIII - LEGAL REPRESENTATION

The Town shall provide for the legal defense of Unit employees in accordance with Local Law No. 17 as provided in Section 24 of the Code of the Town of Islip, as amended.

ARTICLE XXXIX - CONTRACT ADMINISTRATION AND RESOLUTION OF DISPUTES AND GRIEVANCES

Statement of Intent: Any employee shall have the right to have a representative of Local #237, IBT, present at any inquiry or meeting to which the employee has been requested to attend before any Department Head, or substitute or subordinate, or designated representative, the result of which meeting might lead to disciplinary proceedings against such employee.

It is understood that the purpose of this Agreement is not to require a Union representative to be present on communications involving ordinary work procedures, but only such instances where disciplinary action might result.

Any violation of this Agreement shall entitle the employee to initiate a grievance, pursuant to the procedures as hereinafter set forth.

Purpose: Every employee and the Union shall have the right to present grievances free from interference, coercion, restraint, discrimination or reprisal. Grievances will be investigated, processed, and heard during the normal working hours. At all steps in the procedure, the aggrieved employee and the Union representative shall be present.

A "grievance" shall mean any claimed violation, misinterpretation or inequitable application of the (existing) laws, rules, procedures, regulations, administrative orders, or work rules, and the various provisions of this negotiated contract.

Step 1. The aggrieved employee shall present the grievance to the immediate supervisor. The immediate supervisor will give an answer within two (2) working days.

Step 2. If the aggrieved employee is not satisfied with the answer of the immediate supervisor, the employee will use the appropriate Town of Islip Local #237 Grievance Form to reduce the grievance to writing and submit it to the Department Head within three (3) working days. The Department Head will hold a meeting on the grievance within three (3) working days after receipt of the grievance in writing. The aggrieved employee and/or the Union representative, and any necessary witness, must be present at all hearings. Within five (5) working days of the conclusion of the hearings, the Department Head will give an answer, in writing, to the employee, with a copy sent to the Union.

Step 3. If the aggrieved employee is not satisfied with the Department Head's solution, the employee must, within five (5) working days, submit the grievance in writing to the Director of Labor Relations or a designee.

In the event that the Department Head has failed to give to the employee an answer within the prescribed time period under Step Two (2), and the time period has not been extended by mutual agreement, the employee or the Union shall have the right to submit the grievance to the Director of Labor Relations in accordance with this section, and the Director of Labor Relations or a designee will hold a hearing within five (5) working days after receipt of the grievance.

The Director of Labor Relations will give his answer in writing to the employee within seven (7) working days of the close of the hearings, with a copy sent to the Union.

Step 4. If the aggrieved employee is not satisfied with the Director of Labor Relation's solution, the employee must, within seven (7) working days, submit the grievance, in writing, to a designated impartial arbitrator. The impartial arbitrator, or a designee, will hold a hearing within ten (10) working days of the receipt of the grievance. The impartial arbitrator will give an answer, in writing, within fifteen (15) working days of the close of the hearings, to the employee, with a copy sent to the Union. The decision of the impartial arbitrator shall be final and binding.

Withdrawal:

The Union may withdraw a grievance at any step of the grievance procedure. The Union's decision on this matter will be binding on the employees involved.

Limitation of Time:

The foregoing periods of time in the grievance procedure may be extended by mutual agreement.

If the grievance occurs and cannot be resolved immediately, the employee shall obey the directive and shall present the grievance as soon thereafter as practicable. Grievances which are not presented within thirty (30) days of occurrence shall be deemed to have been abandoned.

The arbitrator for the grievance procedure shall be the Commissioner of Labor for Suffolk County, or his/her designee. The arbitrator may be changed at any time during the contract period by mutual agreement of the parties.

The arbitrator shall present to the Union and the Town, a list of five (5) names, of which the Town and Union shall alternately discard one at a time, until one name remains. The remaining name shall be designated as the Hearing Officer.

ARTICLE XL - GENERAL PROVISIONS

Section 1: This agreement and all of its provisions are subject to all applicable laws, and in the event that any provision of this Agreement is determined to be invalid or in violation of any law, such provision shall not be binding on either of the parties, and the remainder of this Agreement shall continue in full force and effect as if the invalid or illegal provision had not been part of this Agreement.

Section 2: No amendment or alteration of this Agreement shall be binding unless it is in writing and signed by the party against whom enforcement of such amendment or alteration is sought.

Section 3: IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

Section 4: The Town shall continue to maintain its present retirement plan: The Improved Twenty Year Career Plan (Section 75-I) of the State Retirement Social Security Law including Section 60-B (death benefits).

ARTICLE XLI - DEFERRED COMPENSATION PLAN

Employees shall be allowed to participate in the 457(b) Deferred Compensation Plan in effect with the Town, in accordance with the Rules and Requirements of the Town Plan.

ARTICLE XLII - TERM OF AGREEMENT

This Agreement shall be effective January 1, 2005, through December 31, 2007.

Except as otherwise specifically provided, nothing herein shall be deemed to impair any monetary benefit received by the employee, prior to the effective date of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

TOWN OF ISLIP

By: 

LOCAL 237, INTERNATIONAL
BROTHERHOOD OF TEAMSTERS

By: 

SCHEDULE "A"

GRADE	TITLE
9	Account Clerk
9	Account Clerk Typist
14	Administrative Aide
16	Administrative Assistant
14	Adult Day Care Program Supervisor
16	Airport Administrative Assistant
18	Airport Administrative Supervisor
10	Airport Identification Technician
14	Alcoholism Counselor
14	Alcoholism Counselor – (Spanish Speaking)
11	Animal Health Technician
14	Architectural Drafter I
18	Architectural Drafter II
8	Assessment Aide
11	Assessment Assistant
6	Assessment Clerk
16	Assistant Architect
16	Assistant to Assessor
18	Assistant Civil Engineer
8	Assistant Cook
17	Assistant Federal & State Aid Claims Coordinator
16	Assistant Federal & State Aid Coordinator
16	Assistant Intergovernmental Relations Coordinator
10	Assistant Recreation Leader
10	Asst. Senior Citizen Center Manager
14	Assistant Site Plan Reviewer
16	Assistant to Town Tax Receiver
18	Assistant Waterways Management Supervisor
14	Bay Management Specialist I
15	Bay Management Specialist II
16	Bay Management Specialist III
12	Budget Assistant
16	Budget Technician
14	Building Inspector
18	Building Permits Coordinator
16	Building Plans Examiner
16	Case Manager
16	Case Manager – (Spanish Speaking)
11	Caseworker
10	Caseworker Trainee
10	Cashier
17	Chief Fire Marshall

6	Clerk
6	Clerk Typist
6	Clerk-Typist (Spanish Speaking)
12	Community Development Assistant
13	Community Development Program Technician
12	Community Development Specialist
11	Community Relations Assistant
16	Community Relations Specialist
8	Community Service Aide
5	Community Service Worker
11	Computer Operator I
13	Computer Operator II
15	Computer Operator III
17	Computer Programmer
16	Computer Programmer Trainee
12	Computer Technician
16	Contracts Examiner
14	Contract Technician
10	Cook
18	Coordinator of Alcoholism Services
15	Cultural Affairs Supervisor
6	Data Entry Operator
10	Data Processing Equipment Operator
10	Drafter I
12	Drafter II
16	Drug Abuse Educator
14	Drug & Alcohol Community Coordinator I
14	Drug & Alcohol Counselor I
14	Drug & Alcohol Counselor I (Spanish Speaking)
16	Drug & Alcohol Counselor II
14	Drug & Alcohol Hotline Coordinator
17	Employees Assistance Program Coordinator
10	Engineering Aide
11	Engineering Inspector
7	Environmental Aide
15	Environmental Analyst
7	Environmental Assistant
15	Environmental Planner
10	Environmental Technician
12	Environmentalist I
16	Environmentalist II
13	Fire Marshall I
15	Fire Marshall II
6	Food Service Worker
17	Graphics Materials Designer
18	Graphics Supervisor

18	Head Clerk
14	Health Financial Analyst
8	Home Health Aide
16	Hotline Coordinator
12	Housing Inspector
13	Industrial Development Assistant
11	Legal Stenographer
11	Lighting Inspector
6	Mail Clerk
14	Map Drafter I
9	Micrographics Operator
8	Museum Restoration Specialist
11	Neighborhood Aide
12	Network Communication Specialist
18	Network & Systems Coordinator
12	Ordinance Inspector
8	Paralegal Assistant
11	Park Interpretive Specialist
18	Payroll Supervisor
12	Photographer
14	Planner
12	Planner Trainee
14	Planner-Youth Services
12	Planning Aide
12	Plumbing Inspector
14	Principal Account Clerk
12	Principal Assessment Clerk
18	Principal Building Inspector
12	Principal Clerk
12	Principal Data Entry Operator
14	Principal Engineering Aide
16	Principal Housing Inspector
18	Principal Planner
12	Principal Stenographer
16	Principal Zoning Inspector
16	Real Property Appraiser II
6	Recreation Aide
12	Recreation Center Manager
11	Recreation Leader
16	Recreation Program Coordinator
8	Recreation Specialist
14	Recreation Supervisor
14	Sanitation Inspector
14	Sanitation Inspector (Spanish Speaking)
14	Secretarial Assistant
12	Senior Account Clerk

18	Senior Administrative Assistant
13	Senior Assessment Assistant
9	Senior Assessment Clerk
16	Senior Building Inspector
18	Senior Case Manager
9	Senior Cashier
6	Senior Citizen Aide
12	Senior Citizen Center Manager
10	Senior Citizen Club Leader
12	Senior Citizen Nutrition Center Manager
16	Senior Citizen Program Supervisor
18	Senior Civil Engineer
9	Senior Clerk
9	Senior Clerk Typist
8	Senior Data Entry Operator
16	Senior Drug Abuse Educator
12	Senior Engineering Aide
12	Senior Engineering Inspector
18	Senior Environmental Analyst
17	Senior Environmental Planner
14	Senior Housing Inspector
13	Senior Lighting Inspector
12	Senior Mail Clerk
12	Senior Micrographics Operator
18	Senior Micrographics Technician
14	Senior Neighborhood Aide
16	Senior Planner
14	Senior Plumbing Inspector
18	Senior Program Analyst
11	Senior Recreation Leader
12	Senior Sanitation Inspector
12	Senior Sign Inspector
9	Senior Stenographer
12	Senior Tax Cashier
14	Senior Zoning Inspector
10	Sign Inspector
18	Site Plan Reviewer
7	Stenographer
18	Surveyor
6	Switchboard Operator
10	Switchboard Supervisor
18	Systems Analyst
18	Systems Programmer
10	Tax Cashier
13	Telecommunications Specialist
12	Telecommunications Technician

15	Traffic Engineer I
17	Traffic Engineer II
18	Traffic Engineer III
10	Traffic Technician I
12	Traffic Technician II
14	Traffic Technician III
12	Volunteer Program Coordinator
17	Youth Services Program Coordinator
15	Youth Services Specialist
12	Zoning Inspector
12	Zoning Inspector (Spanish Speaking)

SCHEDULE B
2005 SALARY SCHEDULE

Step Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	9
5	19,261	20,226	21,236	22,298	23,413	24,582	25,812	27,792	
6	21,187	22,246	23,359	24,527	25,755	27,041	28,393	30,170	
7	23,113	24,268	25,484	26,757	28,095	29,500	30,975	32,732	
8	25,040	26,292	27,607	28,987	30,436	31,956	33,557	35,514	
9	26,966	28,314	29,730	31,217	32,775	34,415	36,137	37,295	
10	28,892	30,335	31,853	33,447	35,118	36,873	38,718	40,454	
11	30,818	32,359	33,978	35,676	37,459	39,333	41,300	42,484	
12	32,743	34,381	36,101	37,905	39,801	41,791	43,878	46,101	
13	34,670	36,403	38,224	40,134	42,141	44,249	46,460	48,406	
14	36,597	38,426	40,345	42,363	44,482	46,709	49,040	52,509	
15	38,523	40,448	42,469	44,592	46,822	49,164	51,622	55,135	
16	40,446	42,468	44,591	46,821	49,163	51,621	54,201	56,912	59,817
17	44,299	46,515	48,841	51,282	53,848	56,539	59,366	62,803	
18	46,288	48,539	50,967	53,515	56,189	58,999	61,949	65,047	68,165

SCHEDULE B
2006 SALARY SCHEDULE

Step Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	9
5	19,935	20,934	21,979	23,078	24,232	25,442	26,715	28,765	
6	21,929	23,025	24,177	25,385	26,656	27,987	29,387	31,226	
7	23,922	25,177	26,376	27,693	29,078	30,533	32,059	33,878	
8	25,916	27,212	28,573	30,002	31,501	33,074	34,731	36,757	
9	27,910	29,305	30,771	32,310	33,922	35,620	37,402	38,600	
10	29,903	31,397	32,968	34,618	36,347	38,164	40,073	41,870	
11	31,897	33,492	35,167	36,925	38,770	40,710	42,746	43,971	
12	33,889	35,584	37,365	39,232	41,194	43,254	45,414	47,715	
13	35,883	37,677	39,562	41,539	43,616	45,798	48,086	50,100	
14	37,878	39,771	41,757	43,846	46,039	48,344	50,756	54,347	
15	39,871	41,864	43,955	46,153	48,461	50,885	53,429	57,065	
16	41,862	43,954	46,152	48,460	50,884	53,428	56,098	58,904	61,911
17	45,849	48,143	50,550	53,077	55,733	58,518	61,444	65,001	
18	47,846	50,238	52,751	55,388	58,156	61,064	64,117	67,324	70,551

SCHEDULE B
2007 SALARY SCHEDULE

Step Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	9
5	20,633	21,667	22,748	23,886	25,080	26,332	27,650	29,772	
6	22,697	23,831	25,023	26,273	27,589	28,967	30,416	32,319	
7	24,759	25,996	27,299	28,662	30,096	31,602	33,181	35,064	
8	26,823	28,164	29,573	31,052	32,604	34,232	35,947	38,043	
9	28,887	30,331	31,848	33,441	35,109	36,867	38,711	39,951	
10	30,950	32,496	34,122	35,830	37,619	39,500	41,476	43,335	
11	33,013	34,664	36,398	38,217	40,127	42,135	44,242	45,510	
12	35,075	36,829	38,673	40,605	42,636	44,768	47,003	49,385	
13	37,139	38,996	40,947	42,993	45,143	47,401	49,769	51,854	
14	39,204	41,163	43,218	45,381	47,650	50,036	52,532	56,249	
15	41,266	43,329	45,493	47,768	50,157	52,666	55,299	59,062	
16	43,327	45,492	47,767	50,156	52,665	55,298	58,061	60,966	64,078
17	47,454	49,828	52,319	54,935	57,684	60,566	63,595	67,276	
18	49,521	51,996	54,597	57,327	60,191	63,201	66,361	69,680	73,020

SCHEDULE C

MEMO OF AGREEMENT RE: TOWN PROCEDURES FOR COMPENSATION CASES OF TOWN EMPLOYEES

Employees receiving benefits from the Town for Workers' Compensation are to report daily in person to the Office designated during the hours of 9:00 A.M. and 10:00 A.M.

If, for medical reasons, an employee cannot report in person, a letter must be presented by the employee's doctor stating the reasons for same and the period of time such reasons will obtain.

A representative from the Town may go to the home of the disabled employee to interview same during the compensation period.

An employee who is totally disabled so as to be unable to engage in any gainful occupation or employment for which he or she is reasonably qualified by education, training, experience or as illustrated in their job description, shall be eligible to receive normal full salary in accordance with the compensation leave article.

An employee not totally disabled, but injured with some physical limitation connected with an occupational injury, may be placed on a job, paying a lower base hourly rate than the job he/she held immediately prior to the disability absence but shall continue to be paid in accordance with the base hourly rate of his/her former job.

There shall be a quarterly review of such work assignments, or the Department Head may request earlier review.

Payroll checks will be picked up in person at the Payroll Office. Totally disabled employees unable to report for their checks must submit a letter giving authorization for some

person to pick up, or stating to the Town to mail to the proper address. In the Event an

Employee Sustains (possible) Injury:

1. Must report injury to the immediate supervisor on day of accident.
 - a. If employee is immediately taken to the hospital, the report to the immediate supervisor must be made by the employee who is witness to the accident.
2. Immediate supervisor shall inform office and an accident report prepared and forwarded to the Personnel Payroll Department within twenty four hours of occurrence.
3. Injured employee, when released by hospital or doctor, shall report to the Personnel Payroll Department, who will act upon doctor's note and advise employee.
4. Personnel Department will notify employee's department and the Office of Director of Labor Relations.

Office of Director of Labor Relations:

1. Prepares a reporting or visit schedule and advises employee by telephone.
2. After the employee is interviewed, the Director will determine if the employee is able to perform other work. Once the decision is made, the Director will advise the employee's Department Head of the employee's duty status. The Department Head will determine the work to be performed, and submit his determination to the Director of Labor Relations for final approval.
3. The Director will issue to the employee and the Union a copy of the approved work assignment.

4. When the employee is able to return to regular duty status, the Director of Labor relations will sign the authorizing doctor's note and the employee will be given a "return to regular work" slip by the Personnel Payroll Department.

TOWN OF ISLIP

By: 

LOCAL NO. 237, I.B.T.

By: 