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BC
8914

COLLECTIVE BARGAINING AGREEMENT

July 1, 2002 – June 30, 2006

By and Between

Islip School District

and the

UPSEU

**Custodial Unit of
UNITED PUBLIC SERVICE EMPLOYEES UNION**

3555 Veterans Highway, Suite H
Ronkonkoma, NY 11779

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

42 employees

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PREAMBLE

AGREEMENT, made and entered into this 9th day of December 2003, by and between the Board of Education, Islip Union Free School District, Islip, New York, hereinafter called the "Board," and the District Custodial Unit, United Public Service Employees Union, the certified bargaining agents, called the "Union";

WITNESSETH:

WHEREAS, the Board has a statutory obligation pursuant to Article 14 of the Civil Service Law (Chapter 392 of the Law of 1967, Public Employees' Fair Employment Act) to negotiate with the Union as the representative of the custodial personnel with respect to hours, wages, and terms and conditions of employment; and

WHEREAS, the Board has statutory obligations pursuant, but not limited to, the Education Law of the State of New York, the Local Finance Law of the State of New York, the Municipal Law of the State of New York, the Judiciary Law of the State of New York, the Civil Service Law of the State of New York, and the Constitution of the State of New York, and all rulings, regulations and decisions pertaining thereto, which obligations must be solely executed, carried out and adhered to by the Board; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement;

NOW, THEREFORE, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

In view of the designation of the United Public Service Employees Union, the certified union, as their bargaining representative, and in view of the request of the United Public Service Employees Union to represent the full-time employees identified in the salary schedules set forth in Appendix "A", and its statement that it does not assert the right to strike, the Board in this Agreement does hereby recognize the Union as the sole and exclusive bargaining agent and representative for the above-referenced employees, in accordance with the provisions of Article 14 of Civil Service Law, and the By-laws of the Board.

This recognition shall continue until February 1, 2005.

ARTICLE II

INSURANCE PROTECTION

Section 1 - The Board of Education shall pay the entire premium of the present Empire Plan for full-time employees hired on or before June 30, 1991. The District has the right to change the insurance carriers at its discretion. The District will notify the unit of such change and the benefits will be equal to or better than the benefits presently enjoyed.

All unit members hired on or after July 1, 1991 will contribute ten percent (10%) of their health insurance premium.

All unit members hired on or after July 1, 1996 will contribute fifteen percent (15%) of their health insurance premium.

All unit members hired on or after July 1, 1998 will contribute twenty percent (20%) of their health insurance premium.

Section 2 -

- A. The District shall pay the full premium cost of the United Public Service Employees Union Benefit Plan, which includes individual or family dental and vision care, for employees hired on or before June 30, 1991. All unit members hired on or after July 1, 1991 will contribute ten percent (10%) of the premium cost for dental and vision care. All unit members hired on or after July 1, 1996 will contribute fifteen percent (15%) of the premium cost for dental and vision care. All unit members hired on or after July 1, 1998 will contribute twenty percent (20%) of the premium cost for dental and vision care. Should the premium in any year exceed the amounts stated below in sub-paragraph B, per month per employee, the Board of Education shall be permitted to terminate coverage unless the carrier waives the provision that the full premium be paid by the employer.
- B. The full premium cost of the United Public Service Employees Union Benefit Plan per month, per employee, shall be as follows for each of the school years indicated:

2002/2003:	\$55.75
2003/2004:	\$58.75
2004/2005:	\$61.75
2005/2006:	\$64.75

The parties herewith acknowledge that the District shall be responsible for paying the full cost of said premium only for those employees hired on or before June 30, 1991.

Section 3 - Effective December 9, 2003, those unit members hired on or after July 1, 1998 and paying twenty percent (20%) of the health insurance and dental/vision premium (as set forth in Article II, Sections 1 and 2) shall be required to contribute fifteen percent (15%) of the health insurance and dental/vision premiums. All unit members hired on or after February 1, 2006 shall be required to contribute seventeen and a half percent (17.5%) of the health insurance and dental/vision premiums.

Section 4 - The Board of Education agrees to provide term life insurance for each full time employee in the amount of \$10,000.00. Subject to the approval of the carrier, each employee shall have the option of purchasing additional term insurance coverage at the employee's expense.

ARTICLE III

SICK LEAVE

Section 1 - The Board agrees to allow all custodial personnel hired on or before June 30, 1996, one (1) sick leave day for each month worked, which will be accumulated up to two hundred (200) days. All unit members hired on or after July 1, 1996 will be entitled to ten (10) sick days per year. With the exception of extenuating circumstances, unit members shall be required to advise the Plant Facilities Administrator and/or his/her designee of the need to utilize sick leave at least two (2) hours before the commencement of the unit member's shift. The Plant Facilities Administrator after consultation with the Head Custodian shall establish call-in procedures for each building.

Section 2 - Sick leave shall include absences because of illness or injury of the employee, or serious illness or injury in his/her immediate family. The words "immediate family" shall include the employee's parents, or foster parents, brothers and sisters, spouse, mother-in-law and father-in-law, children and other persons residing in household.

Section 3 - An accurate record of absences shall be kept for each employee and shall be available for his/her inspection at all times. A notice of accumulated sick leave will be sent to each employee about July 1, of each year.

Section 4 - The Board may require a doctor's certificate for absences.

Section 5 - When returning to work after three (3) consecutive sick days, a doctor's certificate may be required stating the nature of the illness and that the employee is fit for full duty. After ten (10) consecutive sick days, a doctor's certificate stating the nature of the illness must be submitted. Examination by the school physician may be required. If an examination by the school physician is required, the cost of such examination will be paid by the District.

Section 6 - A custodial employee who has been employed for at least 10 years in the District may request approval by the Board of Education for catastrophic sick leave. If approved by the Board of Education for catastrophic sick leave, the following procedures shall be instituted:

- 1) All accumulated sick days must be used prior to the start of catastrophic leave.
- 2) If a person has less than 30 days unused sick days, then a waiting period of 30 days inclusive of all accumulated sick days shall occur prior to the start of catastrophic leave.
- 3) The duration of the catastrophic sick leave will extend to a maximum of 150 consecutive working days.
- 4) Should disability carry over to the next school year, extended coverage would likewise carry over.
- 5) Salary shall be paid during the aforesaid 150 day period of coverage as follows:

First 75 days	-	100% salary
Second 25 days	-	80% salary
Third 25 days	-	70% salary
Fourth 25 days	-	60% salary

Section 7 - Long Term Disability - The District shall provide a Long Term Disability Plan to the members of the unit. The policy will include a 90 day waiting period; will cover the employee to age 65 and will provide for 60% of the employee's salary. The District shall pay 50% of the premium cost not to exceed \$100 per month. All employees must participate. Employees hired on or after July 1, 1996, shall participate after 24 months of employment. The District shall establish a payroll deduction program to deduct the employee's share of the premiums. If an employee is eligible for catastrophic sick leave, a decision must be made as to the selection of

either the benefits of the catastrophic sick leave or long term disability plan.

ARTICLE IV

SCHOOL CALENDAR

Custodial employees shall have seventeen (17) holidays plus one floating holiday as approved by their immediate supervisor, to be chosen by each employee, for the 2002 - 2006 school years. If school is open on any of these holidays listed, custodial employees shall be required to work. In this instance, another holiday will be granted, to be determined by mutual agreement between the Union and the Administration.

ARTICLE V

SALARIES AND COMPENSATION

Section 1 - The rate of pay for all employees as set forth in "Appendix A" of this Agreement shall increase by the following amounts on the dates listed below:

- A. For the school year 2002-2003, each employee will receive a salary increase of 3.25 percent, plus an increment (step) for those not at maximum. For the 2003-2004 school year, each employee will receive a salary increase of 3.25 percent, plus an increment (step) for those not at maximum. For the 2004-2005 school year, each employee will receive a salary increase of 3.75 percent, plus an increment (step) for those not at maximum. For the 2005-2006 school year, each employee will receive a salary increase of 3.75 percent, plus an increment (step) for those not at maximum. Salary increases shall be applied to the existing salary schedules and shall be effective July 1st of the school year indicated.

- B. Employees who are Maintenance Mechanic II or Maintenance Mechanic IV shall receive the following stipends for the years indicated, in addition to the above-referenced annual increases. Said stipend shall not be added to base wages.

School Year	Maintenance Mechanic II	Maintenance Mechanic IV
2002 - 2003	\$850.00	\$850.00
2003 - 2004	\$1,000.00	\$1,150.00
2004 - 2005	\$1,150.00	\$1,350.00
2005 - 2006	\$1,350.00	\$1,550.00

Effective July 1, 2003, Maintenance Mechanic I employees shall receive an annual differential of \$300.00. Groundskeeper employees shall receive a one-time bonus payment of \$200.00 for the 2003/2004 school year and another one-time bonus payment of \$200.00 for the 2004/2005 school year. Thereafter, there shall be no additional bonus payments for Groundkeeper employees.

- C. Employees, who by position at the top of the salary schedule on or before July 1, 1995 and thus not due an increment, shall receive in addition to the annual increase, a payment of \$400.00 per year. Employees reaching the top of the salary guide subsequent to July 1, 1995 are not entitled to receive said payment.

Section 2 - A shift differential of 10% will be paid to those employees who are regularly assigned to work four (4) hours or more between the hours of 6:00 p.m. and 8:00 a.m.

Section 3 - Employees with a certain number of years of service shall receive longevity stipends, which are not to be added to base wages, in the following manner:

- A. Employees with ten (10) or more years of service shall receive a longevity stipend of \$750. A second longevity step of \$750 shall be paid in the fiscal year following completion of fifteen (15) years in the District. A third longevity stipend of \$750 shall be paid following completion of 20 years in the District. Effective July 1, 2001 longevity stipends set forth herein shall increase an additional \$100.00 to a total of \$850.00 per step.
- B. Effective July 1, 2003:
 - 1. The \$850.00 longevity stipend for employees who have completed ten (10) consecutive years of full-time service shall be increased to \$950.00.
 - 2. The \$1700.00 longevity payment for employees who have completed fifteen (15) consecutive years of full-time service shall be increased to \$1800.00.
 - 3. The \$2550.00 longevity payment for employees who have completed twenty (20) consecutive years of full-time service shall be increased to 2650.00.
- C. Longevity stipends shall not be added to base wages and shall be payable on the July 1st following 10, 15 and/or 20 years of service.

Section 4 - All new employees hired during the period of July 1 to December 31 inclusive shall be eligible for a step increment on July 1 of the following year. Those first employed after January 1 will not receive a step increment for the following fiscal year.

ARTICLE VI

VACATION TIME

Section 1 - Vacations will be granted as follows:

Years of Service Completed in the District	Weeks of Vacation	Years of Service Completed in the District	Weeks of Vacation
1	2	6	3
2	2	7	3
3	2	8	3
4	2	9 through 17	4
5	3	18 or more	5

Section 2 - Employees employed by the District for less than one year shall be entitled to a vacation according to the following schedule:

1 month	1 day
2 months	1 ½ days
3 months	2 ½ days
4 months	3 days
5 months	4 days
6 months	5 days
7 months	6 days
8 months	6 ½ days
9 months	7 ½ days
10 months	8 days
11 months	9 days
12 months	10 days

Eligibility for the above schedule will be determined by a calculation of full months of service completed on June 30, i.e., an employment date of January 11 would mean five months of completed service on June 30.

Section 3 - Eligibility will be determined by the date of employment. Vacation shall be taken during the fiscal year following eligibility as determined above.

Section 4 - Custodial/maintenance employees will be permitted to accumulate no more than thirty (30) vacation days. In addition, said employees' accumulation together with their annual vacation allotment (pursuant to Section 1 above) may not exceed forty (40) vacation days in any school year. Thus, where an employee has accumulated 25 vacation days at the end of the 2003/2004 school year and is thereafter granted his/her annual allotment of 20 vacation days at the commencement of the 2004/2005 school year, said employee shall lose any vacation days in excess of forty (40) days (i.e. 5 vacation days).

Vacation leave may be taken at the employee's discretion with the approval of the Superintendent of Schools or his/her designee. Request for vacation leave must be made in the fiscal year (July 1 - June 30) prior to the year in which such vacation leave is requested to be taken.

ARTICLE VII

EMPLOYMENT RECRUITMENT, QUALIFICATIONS AND SECURITY

Section 1 - The Board and the Union recognize their mutual concern to recruit the best qualified help available. The Board agrees to post on the bulletin boards at the school buildings all job vacancies. Once the specific job for which there is a vacancy has been filled, the posting requirement shall be deemed to be met. Transfers between buildings within the same shift shall not be considered a vacancy. In order to ascertain the qualifications of the applicant applying from within the staff, there shall be established a Qualifications Committee composed of one (1) representative from the Union, the Plant Facilities Administrator, and a third person to be agreed upon by these two parties. If the parties cannot agree to a third party, they may select a member of the Board of Education to act as the third party member.

Section 2 - Discipline and Discharge of Probationary and Permanent Employees:

Probationary employees may be discharged in the sole discretion of the District, so long as the probationer is given the reason for his/her discharge by the District during a meeting with the Superintendent of Schools or his/her designee. Employees shall serve a six (6) month probationary period. Employees hired on or after December 9, 2003 shall serve a two (2) year probationary period.

Promotional employees shall serve a twelve (12) week probationary period.

Permanent employees (i.e. those employees not on probation) shall be entitled to the provisions of Section 75 Civil Service Disciplinary Procedures.

Section 3 - All jobs within the unit will be given proper classification based upon the duties of the job defined by the Civil Service Commission. In the event that a salary is being paid which does not conform to the salary schedule established for the job classification, that salary will be increased or decreased in order to conform to the appropriate salary schedule.

Section 4 - Three (3) weeks vacation may be taken between June 26 and August 11. Selection of vacation periods shall be based upon seniority if administratively feasible. Vacation days falling on a holiday shall be taken during the school year. Any vacation in excess of three weeks shall be taken during the school year. In special circumstances, the Board may grant vacations at another time upon request by the employee. Up to twenty five percent (25%) of the custodial crew in any building may be granted vacation, if eligible, and upon approval of the District, during the days between Christmas Day and New Year's Day.

Section 5 - Attendance Review - Should an administrator be concerned with an employee's attendance record, he/she shall take the following steps:

- a- Send a note to the employee asking for a meeting to discuss his/her attendance. The employee will be advised of his/her right to have a union representative present at this meeting.
- b- After a reasonable period of time, if the administrator still feels that the employee has abused sick leave, and/or personal leave, the administrator shall cause a meeting to occur between the affected person, his/her Union representative and the Superintendent of Schools or his/her designee. The purpose for said meeting shall be to conduct a complete review of the employee's attendance record.
- c- At the discretion of the Superintendent of Schools or his/her designee, following this meeting, a letter reviewing the discussion which took place at the meeting may be sent to the employee.
- d- If after a reasonable period of time following this meeting, the alleged problem persists, the administrator may cite his/her concerns in a written communiqué (letter or evaluation report) to the unit member, as well as initiate whatever action he/she deems appropriate, consistent with the terms of the contract and law, in order to correct the alleged problem.

(The foregoing may include appropriate disciplinary procedures provided by law, the requirement of a physician's statement to substantiate the appropriate use of sick leave or the requirement of a statement and/or other documents to substantiate the appropriate use of personal leave or a penalty of not more than three days without pay).

- e- Nothing hereinabove shall preclude the District from taking action in accordance with law, pursuant to Civil Service Law, regulations and other governing statutes

ARTICLE VIII

PERSONAL LEAVE

Section 1 - Employees hired before July 1, 1996 may request up to three (3) days of personal leave per year. Employees hired on or after July 1, 1996 may request up to two (2) days personal leave per year. Absence due to illness in the family shall be charged to accumulated sick leave, if any, and is therefore not to be considered as a personal day.

Application for personal leave shall be made to the Office of Personnel at least two (2) days in advance, except in emergency situations. Personal leave may be granted when a day must be taken to attend to business which cannot be done outside of business hours. If the employee does not agree with the decision of the Office of Personnel, it may be appealed to the Superintendent of Schools or his/her designee. Unused personal days shall be added to accumulated sick leave.

Section 2 - Up to five (5) days leave for a death in the immediate family may be granted. Immediate family shall include the employee's spouse, children, parents, grandparents, brothers, sisters, mother-in-law, father-in-law, brother-in-law, sister-in-law or other persons living in the employee's household, and shall not be charged against sick leave or any other leave.

Section 3 - Each custodial employee who desires a leave of absence without pay must submit a written request for said leave of absence to the Superintendent of Schools or his/her designee. The Superintendent shall decide whether to grant the leave of absence on the basis of the individual merits of each request.

ARTICLE IX

OVERTIME WORK

Section 1 Full-time employees shall be defined as those employees who regularly work forty (40) hours per week, consisting of eight (8) hours per day exclusive of one-half hour for a meal break.

During the months of July and August, the work week for full-time employees shall be 37 1/2 hours, exclusive of one-half (1/2) hour per day for a meal break, provided that all work is being accomplished to the satisfaction of the District. If necessary work is not being accomplished, the work week for full-time employees will revert to 40 hours.

Section 2 - Assigned work in excess of forty (40) hours will be paid at one and one half times normal rate. Overtime will be paid only for hours worked in excess of forty (40) hours per week. Time charged to sick leave will be counted in the forty (40) hours.

Overtime for work performed on the holidays recognized in this agreement shall be paid at double time rate.

Section 3 - When called in for overtime snow removal, a minimum of three (3) hours overtime shall be paid.

Section 4 - When called in response to a security alarm, an employee will be paid a minimum of three (3) hours work for the first call on any day, and will be paid regular overtime for any additional call on that day.

Section 5 - If the Plant Facilities Administrator requires his personnel to work overtime, employees within the building will get first choice of such overtime.

Section 6- Flex Work Week

- A. The entire unit of employees shall be required to work an aggregate of 24 Saturdays during the calendar year July 1 to June 30. An employee working a Saturday shall be entitled to take a day off during the week subsequent to the Saturday worked or a day within 30 days of the Saturday worked. Effective July 1, 1999 employees shall be entitled to a day and one-half (1 1/2) off for the Saturday worked. The unit's chief shop steward shall be notified at least 30 days in advance whenever possible of the Saturday to be worked by the unit employee(s). The union's chief

steward shall solicit volunteers. If there are an insufficient number of volunteers then employees in rotating inverse order of seniority shall be required to work said Saturday.

Effective December 9, 2003, subparagraph (A) shall no longer be applicable and shall be replaced with the following:

- B. The District shall have the discretion to assign employees to work a Tuesday through Saturday flex shift under the following circumstances:
1. Two (2) employees hired prior to December 9, 2003, one (1) assigned to the Middle School and one (1) assigned to the High School, shall be required to work said flex shift. The workday for Friday of said shift shall be from 2:00 pm to 10:30 pm. The workday for Saturday of said shift shall be from 7:00 am to 3:30 pm.
 2. One (1) employee hired on or after December 9, 2003 shall be required to work said flex shift. The hours for each particular workday for said employee shall be determined solely by the District.
 3. One (1) employee hired on or after July 1, 2006 shall be required to work said flex shift. The hours for each particular workday for said employee shall be determined solely by the District.
 4. The parties herewith acknowledge that in the event one of the employees assigned to a flex shift is absent for any reason *other than a holiday*, the District shall have the sole discretion to hire a per diem substitute to cover said shift. Provided no substitute is available, the District shall canvass the Building Seniority List for volunteers to work said shift. Provided no employees are available, the District shall canvass the District-Wide Seniority List for volunteers to work said shift. In the event there are no volunteers subsequent to the canvassing of the Building and District-Wide Seniority List, the District shall have the discretion to assign another flex shift employee to work said shift. In the event one of the employees assigned to a flex shift is absent due to a holiday, the District shall not hire a per diem substitute and shall not utilize another flex shift employee to work said shift unless the District has either obtained the Union's consent OR has canvassed the applicable Building Seniority List for overtime volunteers and said list has been exhausted. The District-Wide Seniority List shall not be utilized for this purpose.

5. In the event a holiday for a flex shift employee falls on a Monday, said employee shall take the following Tuesday as his/her holiday, unless the flex shift employee and the Plant Facilities Administrator mutually agree to substitute a different day.

ARTICLE X

OTHER CONDITIONS OF WORK

Section 1 - Whenever possible, employees in the same job title will be given reasonably equal work assignments.

Section 2 - Employees will be provided with safe working equipment and safety devices including safety eyeglasses where they may be required.

Section 3 - Sets of foul weather gear in proportion to the number of custodians in each building and in sizes to fit the employees will be provided in each building. The employees in the building will be responsible for keeping the gear available.

Section 4 -

- A. The District shall reimburse employees for tuition for job related courses. Employees must receive prior written approval of said courses from the Superintendent of Schools and/or his/her designee. Said approval shall be at the sole discretion of the Superintendent of Schools. A form shall be created for course approval requests.
- B. When the Board may require employees to enroll in courses of study related to the job, the cost of such courses will be paid by the Board.

Section 5 -

- A. All employees shall enjoy the right to receive a copy of all materials to be placed in their personnel files before they are so placed, except for references and other pre-employment documents.
- B. All unit members shall have the right to attach a response to all materials.
- C. All unit members shall have the right to copy material in their personnel files

- Section 6** - One (1) shop steward of the Union unit will be granted up to three (3) days personal leave for attendance at conferences or other Union business. This leave is in addition to other personal leave which the individual may request for other reasons.
- Section 7** - All grievances regarding alleged violations of past practice will be decided by the Superintendent of Schools. His/her decision will be final. Note: The Superintendent will be considered the only grievance step in this procedure.
- Section 8** - Seniority will prevail within job classification for one selection per year of vacations and shifts.
- Section 9** - Custodial employees may examine their personnel files at reasonable intervals. During said examination, the employee shall be accompanied by a representative of the Personnel Office and may be permitted union representation.
- Section 10** - Notice of jury duty must be submitted to the Business Office and the jury fee excluding allowances for mileage received by the employee shall be paid to the school district. The employee will be paid full salary with no deductions for days leave during the period of jury duty.
- Section 11** - Payments made by the Workmen's Compensation Board for job-related injury or illness shall be paid to the District. The employee will be credited with the number of sick days equivalent to the compensation reimbursement received by the District.
- Section 12** - Non-contributory retirement shall be retroactive to April 1, 1938 in accordance with Section 751 of the Retirement Law. Employees will also be covered by Section 41J of the Retirement Law.
- Section 13** - Employees shall not be required to use their personal vehicles or tools for school business. If an employee is requested by his supervisor to use his personal vehicle for school business, he/she will be reimbursed at the Internal Revenue Service (IRS) rate.
- Section 14** - If possible, all present full-time job vacancies shall be filled by full-time employees. All job postings will include the title of the position.
- Section 15** - Employees who are assigned to work in a higher grade in excess of 10 consecutive work days, excluding filling in for vacations, shall be paid at the rate established for the higher grade. The additional payment shall

begin after 10 work days have elapsed and continue until the employee is returned to his original assignment.

Section 16 - The District shall provide unit members with three (3) sets of uniforms and one (1) additional set for the summer. The District will pay employees \$10.00 per month to clean and maintain their uniforms. Uniforms will be replaced when in the judgment of the District, their condition warrants replacement. Uniforms to be exchanged for new ones must be turned in for replacement.

Section 17 - **AED Training**. All unit members shall be trained in Automated External Defibrillators ("AED") and shall be required to perform AED in the workplace as needed. Said training shall be on District time and at District expense. The following stipends shall be paid to unit members for AED training and practice:

- a. 2003/2004 - \$250.00
- b. 2004/2005 - \$275.00
- c. 2005/2006 - \$300.00

The District reserves the right to discontinue AED training and practice at any time.

ARTICLE XI

GRIEVANCE PROCEDURE

Section 1 - The purpose of this article is to establish a fair and orderly method of deciding grievances arising from the application or interpretation of the provisions of this agreement.

Section 2 - Any employee grievance shall be put in writing, shall be dated and shall state the complaint and the contract article or section alleged to have been violated. The grievance shall be first submitted to the immediate supervisor.

Section 3 - All grievances must be submitted to the immediate supervisor within twenty (20) working days following the act or condition which is the basis of the grievance. Any grievance which is not submitted within twenty (20) working days following the act or condition which is the basis of the grievance shall be deemed waived.

Section 4 - The supervisor shall meet with the employee within five (5) working days of the submission of the written grievance. During this meeting the

employee and the supervisor shall discuss the grievance to determine if a satisfactory settlement can be made.

Section 5 - If agreement is not reached in the meeting described in Section 4, the supervisor shall report in writing to the Grievant, with a copy to the Union and a copy to the Office of Personnel, that the grievance has not been resolved. Such written statement shall be issued within five (5) working days following the meeting.

Section 6 - If the Grievant wishes to appeal the decision, such notice shall be given in writing, with a copy to the Office of Personnel and a copy to the Union, within five (5) working days after receipt of the decision by the supervisor.

Section 7 - The Office of Personnel shall then schedule a meeting with the Grievant, the Grievant's representative, if any, and the Grievant's supervisor. Such meeting shall be held within ten (10) working days after receipt of the appeal. A full discussion of the grievance will be given at this meeting.

Section 8 - Following the meeting described in Section 7, the Office of Personnel shall issue a written decision on the grievance within ten (10) working days. Copies shall go to the Grievant, the Union, and the Grievant's supervisor.

Section 9 - If the Grievant and the Union are not satisfied with the decision referred to in Section 8, the Union may request advisory arbitration. Such request shall be in writing to the Office of Personnel, and shall be made within ten (10) days following receipt of the decision.

Section 10 - The Office of Personnel shall, upon receipt of a written request for advisory arbitration, notify the American Arbitration Association of the request and the nature of the dispute, and request a list of arbitrators to be sent to both parties. An arbitrator will then be selected following the rules of the American Arbitration Association.

Section 11 - The advisory arbitrator selected under the procedure described in Section 10 shall hold a hearing as provided by American Arbitration Association rules and shall issue a written advisory opinion to the parties within the time limits provided by the American Arbitration Association.

Section 12 - If either the Union or the District Administration should disagree with the decision of the advisory arbitrator, that party may choose to file a written notice of appeal with the Superintendent of Schools. Such appeal

shall be made within ten (10) days after receipt of the advisory ruling, with a written copy to the other party to the dispute.

Section 13 - The Superintendent, upon receipt of the appeal, shall schedule a hearing within twenty (20) working days. The Union and the Administration may present their views in this hearing.

Section 14 - The Superintendent, following this hearing, will consider the arguments of the two sides, and the ruling of the advisory arbitrator, and shall issue a written decision to the parties within twenty (20) days after the hearing. This decision shall be final.

Section 15 - The Union and the District shall share equally the fees and expenses of the advisory arbitrator.

Section 16 - The District shall retain a file containing the grievance record for at least one year following the final decision of the grievance. The Grievant and the Union may have access to this file upon reasonable request.

ARTICLE XII

DUES DEDUCTION

Section 1 - The Board of Education agrees to deduct from the salaries of employees covered by this agreement, the regular dues for membership required by the Union, provided that those employees have individually and voluntarily authorized the Board in writing to make such deductions.

Section 2 - The District shall notify all employees who are currently on the payroll within the titles covered by this Agreement that those employees who are not members of the Union shall have deducted from their salary an agency fee.

If the employee joins the Union, such agency fee deduction shall be discontinued on the same date the dues check-off authorization takes effect. The Union shall be obligated to immediately provide the District with the name of any employee in connection with whom such agency fee deduction should be discontinued. An employee who terminates Union membership shall have deducted from his/her salary an agency fee. Such agency fee shall be effective on the same date as the revocation of authorization for dues deduction takes effect.

The agency fee for each employee covered by this agreement shall be deducted from the employee's regular paycheck only and shall be in an amount equal to the periodic dues levied by the Union for employees in the affected titles as currently checked off by the School District, and, except as referred to in this Article, shall be deducted in accordance with the same rules and procedures employed by the District in connection with the authorized dues deduction. The Union shall certify to the District the appropriate amount of rate for the agency fee deduction.

The District shall not be liable in the operation of the agency fee deduction for any mistake or error of judgment or any other act of omission or commission, and the Union agrees for itself, its successors and assigns to at all times indemnify the District and/or the Board of Education against any and all claims, suits, actions, costs, charges and expenses including court costs and reasonable attorneys' fees.

Section 3 - Forwarding of Monies:

All dues and agency fee deductions shall be forwarded to United Public Service Employees Union located at 3555 Veterans Highway, Suite H, Ronkonkoma, NY 11779.

Section 4 - The Board agrees that the following may be deducted from payroll checks at the option of the employee:

- a) United Public Service Employees Union insurance
- b) U.S. Savings Bonds
- c) Tax sheltered annuities
- d) Teachers Credit Union - Credit union deductions may begin following sixty (60) days notice to the District.

Section 5 - Payroll Deductions - The Union shall indemnify and save the School District harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of action taken or not taken by the School District for purpose of complying with a list, notice or assignment furnished with any of the provision of this article.

ARTICLE XIII

MANAGEMENT RIGHTS

The Union acknowledges that the Board and the Superintendent together have the sole right of management and superintendence of the District.

Except as validity limited to express provision of this agreement, the District reserves the right to unilaterally determine the standards of service to be offered to it; to direct and assign its employees and to regulate work schedules; to take disciplinary action; to relieve its employees from duty because of lack of work or for other legitimate reasons; to maintain the efficiency of operations; to determine the methods, means and personnel by which its operations are to be conducted; to take all necessary actions to carry out its policies; and to exercise complete control and discretion over its organization and the facilities, methods, means and technology of performing its work.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

- Section 1** - This agreement constitutes the full and complete agreement of the parties and may not be altered, changed, added to, deleted from or modified without the written consent of the parties thereto.
- Section 2** - Copies of this agreement shall be printed and the cost shared equally between the Board and the Union and given to all custodial personnel now employed or hereafter employed by the Board within two (2) weeks after its execution or employment, if that occurs later.
- Section 3** - Negotiations for a successor agreement shall begin no later than January 15, 2006.
- Section 4** - Effective with the ratifications of this agreement, the Union shall be permitted to submit a statement to the District regarding the amount per employee expended by the Union for representation of employees, and the District shall collect in monthly installments and remit to the Union such sums from full time permanent employees of the District who are in the bargaining unit but who are not members of the Union. The fee for each such non-member shall not exceed the amount of regular dues for individual members of the Union.

ARTICLE XV

RETIREMENT

Upon retirement from the District after a minimum of ten (10) years of service in the District, all members shall be entitled to receive a one-time payment for one-third of the member's accrued unused sick time. The formula for arriving at this stipend is as follows: accumulated sick days divided by three and carried to two decimal places. Example: $65 / 3 = 21.67$. The result will be multiplied by the daily rate of pay for the member's job category at the date of retirement.

ARTICLE XVI

LEGISLATIVE ENACTMENT

Section 1 - If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Section 2 - 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 FUNDS THEREFOR, SHALL NOT BE EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XVII

DURATION OF AGREEMENT

This contract shall be effective as of July 1, 2002 and shall continue in effect through June 30, 2006.

President, Board of Education

Date

Superintendent of Schools

Date

President,
United Public Service Employees Union

Date

Negotiating Team

ISLIP PUBLIC SCHOOLS
 CUSTODIAL SALARY SCHEDULE
 2002 - 2003 SCHOOL YEAR

Step	Custodial Worker I	Grounds Keeper I	Custodial Worker II Grounds- Keeper II	Maintenance Mechanic I School Maintenance Crew Leader	Maintenance Mechanic II	Maintenance Mechanic IV Grounds- Keeper III	Head Custodian	Chief Custodian
1	\$27,658	\$28,299	\$30,001	\$31,543	\$31,543	\$32,866	\$33,569	\$35,172
2	\$28,298	\$28,933	\$30,699	\$32,384	\$32,384	\$33,708	\$34,410	\$36,084
3	\$28,933	\$29,570	\$31,397	\$33,229	\$33,229	\$34,555	\$35,257	\$37,000
4	\$29,570	\$30,208	\$32,105	\$34,071	\$34,071	\$35,396	\$36,099	\$37,909
5	\$30,208	\$30,905	\$32,873	\$34,977	\$34,977	\$36,298	\$37,002	\$38,883
6	\$30,905	\$31,611	\$33,648	\$35,886	\$35,886	\$37,206	\$37,909	\$39,884
7	\$31,611	\$32,381	\$34,490	\$36,853	\$36,853	\$38,178	\$38,882	\$40,908
8	\$32,381	\$32,875	\$35,397	\$37,703	\$37,703	\$39,181	\$39,883	\$41,612

ISLIP PUBLIC SCHOOLS
CUSTODIAL SALARY SCHEDULE
2003 - 2004 SCHOOL YEAR

Step	Custodial Worker I	Grounds Keeper I	Custodial Worker II Grounds- Keeper II	Maintenance Mechanic I School Maintenance Crew Leader	Maintenance Mechanic II	Maintenance Mechanic IV Grounds- Keeper III	Head Custodian	Chief Custodian
1	\$28,556	\$29,218	\$30,976	\$32,568	\$32,568	\$33,934	\$34,660	\$36,315
2	\$29,217	\$29,873	\$31,697	\$33,437	\$33,437	\$34,804	\$35,528	\$37,257
3	\$29,873	\$30,531	\$32,418	\$34,309	\$34,309	\$35,678	\$36,403	\$38,202
4	\$30,531	\$31,190	\$33,148	\$35,179	\$35,179	\$36,547	\$37,273	\$39,141
5	\$31,190	\$31,909	\$33,941	\$36,114	\$36,114	\$37,477	\$38,204	\$40,147
6	\$31,909	\$32,638	\$34,742	\$37,052	\$37,052	\$38,415	\$39,141	\$41,181
7	\$32,638	\$33,434	\$35,611	\$38,051	\$38,051	\$39,418	\$40,146	\$42,237
8	\$33,434	\$33,943	\$36,548	\$38,928	\$38,928	\$40,455	\$41,180	\$42,964

ISLIP PUBLIC SCHOOLS
CUSTODIAL SALARY SCHEDULE
2004 - 2005 SCHOOL YEAR

Step	Custodial Worker I	Grounds Keeper I	Custodial Worker II Grounds- Keeper II	Maintenance Mechanic I School Maintenance Crew Leader	Maintenance Mechanic II	Maintenance Mechanic IV Grounds- Keeper III	Head Custodian	Chief Custodian
1	\$29,627	\$30,314	\$32,138	\$33,789	\$33,789	\$35,206	\$35,959	\$37,677
2	\$30,313	\$30,993	\$32,886	\$34,691	\$34,691	\$36,109	\$36,861	\$38,654
3	\$30,993	\$31,676	\$33,633	\$35,595	\$35,595	\$37,016	\$37,768	\$39,635
4	\$31,676	\$32,359	\$34,391	\$36,498	\$36,498	\$37,917	\$38,670	\$40,609
5	\$32,359	\$33,106	\$35,214	\$37,468	\$37,468	\$38,883	\$39,637	\$41,652
6	\$33,106	\$33,862	\$36,045	\$38,441	\$38,441	\$39,856	\$40,609	\$42,725
7	\$33,862	\$34,687	\$36,946	\$39,478	\$39,478	\$40,897	\$41,651	\$43,821
8	\$34,687	\$35,216	\$37,918	\$40,388	\$40,388	\$41,972	\$42,724	\$44,575

ISLIP PUBLIC SCHOOLS
CUSTODIAL SALARY SCHEDULE
2005 - 2006 SCHOOL YEAR

Step	Custodial Worker I	Grounds Keeper I	Custodial Worker II Grounds- Keeper II	Maintenance Mechanic I School Maintenance Crew Leader	Maintenance Mechanic II	Maintenance Mechanic IV Grounds- Keeper III	Head Custodian	Chief Custodian
1	\$30,738	\$31,451	\$33,343	\$35,056	\$35,056	\$36,526	\$37,308	\$39,090
2	\$31,450	\$32,156	\$34,119	\$35,992	\$35,992	\$37,463	\$38,243	\$40,103
3	\$32,156	\$32,864	\$34,895	\$36,930	\$36,930	\$38,404	\$39,184	\$41,121
4	\$32,864	\$33,573	\$35,681	\$37,867	\$37,867	\$39,339	\$40,120	\$42,132
5	\$33,573	\$34,347	\$36,534	\$38,873	\$38,873	\$40,341	\$41,123	\$43,214
6	\$34,347	\$35,132	\$37,396	\$39,883	\$39,883	\$41,351	\$42,132	\$44,327
7	\$35,132	\$35,988	\$38,331	\$40,958	\$40,958	\$42,430	\$43,213	\$45,464
8	\$35,988	\$36,537	\$39,340	\$41,902	\$41,902	\$43,546	\$44,326	\$46,247