



Cornell University  
ILR School

### **NYS PERB Contract Collection – Metadata Header**

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see  
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853  
607-254-5370 [ilrref@cornell.edu](mailto:ilrref@cornell.edu)

#### **Contract Database Metadata Elements**

**Title: Islip, Town of and Blue Collar Employees, International Brotherhood of Teamsters (IBT), Local 237 (2005)**

**Employer Name: Islip, Town of**

**Union: Blue Collar Employees, International Brotherhood of Teamsters (IBT)**

**Local: 237**

**Effective Date: 01/01/05**

**Expiration Date: 12/31/07**

**PERB ID Number: 7393**

**Unit Size: 493**

**Number of Pages: 38**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

BC \ 7393

**AGREEMENT**

between

**TOWN OF ISLIP**

- and -

**LOCAL NO. 237, I.B.T. (Blue Collar Employees)**

**Effective:**

**January 1, 2005 to December 31, 2007**

**RECEIVED**

JUN 05 2006

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

493

## INDEX

	<u>Page</u>
ARTICLE I -	UNION RECOGNITION .....1
ARTICLE II -	CHECK OFF .....1
ARTICLE III -	MANAGEMENT RIGHTS .....2
ARTICLE IV -	WAGE AND SALARY SCHEDULE .....3
ARTICLE V -	HOURS OF WORK .....3
ARTICLE VI -	OVERTIME PAY AND POLICY .....4
ARTICLE VII -	RECALL .....5
ARTICLE VIII -	NIGHT SHIFT DIFFERENTIAL .....5
ARTICLE IX -	WORKING OUT OF CLASSIFICATION .....5
ARTICLE X -	COFFEE BREAKS .....6
ARTICLE XI -	WASH-UP TIME .....6
ARTICLE XII -	MEALS FOR EMPLOYEES ASSIGNED OVERTIME .....6
ARTICLE XIII -	WELFARE FUND .....6
ARTICLE XIV -	HEALTH INSURANCE .....7
ARTICLE XV -	VACATIONS .....7
ARTICLE XVI -	HOLIDAYS .....10
ARTICLE XVII -	SICK LEAVE .....10
ARTICLE XVIII -	LEAVE OF ABSENCE .....12
ARTICLE XIX -	FUNERAL LEAVE .....12
ARTICLE XX -	LEAVE FOR JURY DUTY .....13
ARTICLE XXI -	CIVIL SERVICE EXAMINATIONS .....13
ARTICLE XXII -	MILITARY LEAVE .....13
ARTICLE XXIII -	MATERNITY LEAVE - CHILD REARING LEAVE .....14
ARTICLE XXIV -	WORKERS' COMPENSATION LEAVE .....14
ARTICLE XXV -	ACCUMULATED TIME .....17
ARTICLE XXVI -	PERSONNEL FILE .....18
ARTICLE XXVII -	DISCHARGE AND LAYOFF .....18
ARTICLE XXVIII -	SENIORITY .....18
ARTICLE XXIX -	PROMOTIONS .....19
ARTICLE XXX -	TRANSFERS .....20
ARTICLE XXXI -	SCHOOLS, TRAINING AND EDUCATION .....20
ARTICLE XXXII -	TOWN EQUIPMENT .....20
ARTICLE XXXIII -	UNIFORMS AND LOCKERS .....21
ARTICLE XXXIV -	SAFETY EQUIPMENT .....21
ARTICLE XXXV -	SAFETY COMMITTEE .....22
ARTICLE XXXVI -	REPRESENTATIVE .....22
ARTICLE XXXVII -	UNION CONFERENCES .....23
ARTICLE XXXVIII -	SHOP STEWARDS .....23
ARTICLE XXXIX -	CONTRACT NEGOTIATIONS .....23
ARTICLE XL -	LEGAL REPRESENTATION .....23
ARTICLE XLI -	CONTRACT ADMINISTRATION AND RESOLUTION OF DISPUTES AND GRIEVANCES .....23

ARTICLE XLII - GENERAL PROVISIONS .....26  
ARTICLE XLIII - DEFERRED COMPENSATION.....27  
ARTICLE XLIV - TERM OF THE AGREEMENT .....27  
  
SCHEDULE A .....28  
SCHEDULE B .....30  
SCHEDULE C .....33

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 blue collar unit included in the certification issued by PERB in the classification 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. Promotion. Employees hired prior to January 1, 1977, shall upon promotion to a classification in a higher level, receive the "top of grade" rate for such level.

Employees hired after January 1, 1977 shall receive the first step for the new level paying a rate higher than the employee's previous rate.

## **ARTICLE V - HOURS OF WORK**

A normal workweek shall be forty (40) hours. 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 implementing 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. No standby will be required by the Town.

The Town may change the workweek for certain employees according to its needs taking volunteers first and then by reverse seniority. Changes in the workweek shall be for no less than thirty (30) days unless the parties agree on a shorter period. Proposed changes within the Highway Department shall be by mutual agreement except that the Union shall not unreasonably refuse such agreement.

## **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 vacation worked and shall not be further compensated.

**Section 3.** A shop steward shall be offered overtime at any time where a majority of employees in a department are working overtime.

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.

The overtime shall be by ability to do the work, or where restricted, by classification.

Lists, based upon seniority, for overtime rotation shall be maintained by each department, division or work unit, and posted in each affected work area, with a copy of such lists to the Union.

**Section 4.** Crew leaders shall not operate equipment on overtime if there are any employees available to perform the work.

**Section 5.** Friday of each week will be pay day.

**Section 6.** 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 provision 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**

The night shift differential shall be ten (10%) percent. Employees who work four (4) hours or more during the period from 4:00 p.m. to 7:30 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.

The Town may, after consultation with the Union, appoint employees out-of-classification to jobs in special programs on a temporary basis.

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.

After two (2) hours overtime, an additional fifteen (15) minute coffee break shall be allowed.

**ARTICLE XI - WASH-UP TIME**

There shall be a fifteen (15) minute wash-up period for securing and cleaning tools and for personal use before quitting time, at the end of the shift.

**ARTICLE XII - 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 XIII - WELFARE FUND**

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 XIV - 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.

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 2.** An employee off the payroll because of illness will be permitted the option of continuing his 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 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%) 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.** 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 XV - VACATIONS**

**Section 1.** Vacation time 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 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 5/6th of the 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) work days prior to the date of the intended absence, except in cases of extreme emergency. Permission for such leave 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 of date of hire is too late in year to allow the 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 XVI - 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
Thanksgiving Day	Day after Thanksgiving
	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, he/she shall not be entitled to further compensation.

**Section 3.** New employees will receive holiday pay after thirty (30) days of service.

**Section 4.** 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, the Special Services, in compliance with existing sick leave provisions. Special Services number to be called is 224-5306.

## **ARTICLE XVII - 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 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 benefit under Section 3 and 4 above, 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 thereafter 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 accumulated sick leave days he/she is entitled to

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

**ARTICLE XVIII - 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 Town with his/her recommendation. Recommendation of Department Head shall not be unreasonably withheld.

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

Employees must be "on payroll" for a minimum period of six (6) months plus one (1) day in order to receive a salary increment.

**ARTICLE XIX - 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 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 XX - 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, that 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 prior notification to the Department Head of such jury duty.

**ARTICLE XXI - 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 XXII - 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 that the employee returns to Town employ within the time permitted by law.

**ARTICLE XXIII - 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 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 provision of this contract for the period of disability.

**ARTICLE XXIV - 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 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 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 re 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 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 on a regular basis 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 Worker's 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 XXV - 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 XXVI - 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 XXVII - DISCHARGE AND LAYOFF**

After a six (6) month probationary period, 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 layoff, 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 XXVIII - 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, but seniority shall not entitle said employee to selection of a work site. For purposes of promotions, pick of shift, and days off, seniority shall be time in a classification within a department.

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

### **ARTICLE XXIX - PROMOTIONS**

Section 1. Seniority shall prevail subject to the minimum requirements of the Civil Service Commission and where ability is equal.

Section 2. In the case of promotions to Foreman (or equivalent Civil Service title), the Town, in the event it deems an employee other than the most senior employee to be the most suitable to aid in the management of the Department, will, in all cases, consult with the Union prior to implementing such promotion, and, in exercising its prerogative as to such promotions, the Director of Labor Relations in all such cases shall take under advisement the Union's position as to the particular promotion.

Section 3. 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 4. Posting shall be made in the employees' work areas.

Section 5. In the event two (2) or more employees are upgraded on the same date, length of service in the Town will be determinative of greater seniority, if length of service in the title from which they are upgraded is also equal.

Section 6. Preference for promotions to positions within a career ladder shall be given to qualified applicants within that career ladder.

### **ARTICLE XXX - 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 XXXI - SCHOOLS, TRAINING AND EDUCATION**

The Town will pay full tuition for job-related courses, seminars and meetings which are authorized by the Town Board.

The Town and the Union will initiate on-the-job training programs.

The Town shall consider recommendations from the Union for selection of employees to attend factory schools with pay and without charge against the employee.

### **ARTICLE XXXII - TOWN EQUIPMENT**

The Town agrees to utilize its own equipment and the employees assigned to such equipment before hiring outsiders as is the present practice.

The Town shall consult with the Union and consider its advice prior to subcontracting out any of the work covered by this Agreement.



## **ARTICLE XXXIII - UNIFORMS AND LOCKERS**

**Section 1.** Personal lockers, rain gear, special tools, equipment, uniforms and heavy winter parkas and toilet facilities to be furnished as needed, by the Town, for use by the employees. Shorts may be worn where applicable and approved by the Department Head.

**Section 2.** Full-time employees, who are specifically required by the Town to wear a quasi-military type uniform in the performance of their duties, shall receive a maintenance and cleaning allowance of \$300 per year. The monies shall be paid half in January and half in July. This policy covers employees employed as Guard, Senior Guard, Airport Security Guard, Senior Airport Security Guard, Harbormanager, Animal Control Officer I, Animal Control Officer II, Harbormaster II, Harbormaster III, Chief Harbormanager, and Taxi and Tow Truck License Safety Inspector.

**Section 3.** Mechanics shall be provided with six (6) uniforms; in addition, mechanics shall be provided two (2) cleaning pick-ups per week.

## **ARTICLE XXXIV - SAFETY EQUIPMENT**

The Town shall furnish such safety equipment as shall be reasonably necessary for the protection of the employees within the Unit.

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

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.

The repair shop shall be solely responsible for all tire changes and repairs on dual wheel and heavier vehicles.

No employee except auto mechanics shall be required to perform major mechanical repairs on vehicles.

The operator of a scow or similar type boat shall continue to have another Town employee assist him when necessary.

#### **ARTICLE XXXV - 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 turn, report this condition to the Department Head in writing, with a copy to be sent to the Town Safety Officer and the members of the Safety Committee.

A Safety Committee shall be formed consisting of no more than four members, two of whom shall be appointed by the Town and two 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 XXXVI - 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 XXXVII - 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 XXXVIII - SHOP STEWARDS**

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

### **ARTICLE XXXIX - 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 XL - 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 XLI - CONTRACT ADMINISTRATION AND RESOLUTION OF DISPUTES AND GRIEVANCES**

Statement of Intent: Any employee(s) shall have the right to have a representative of Local No. 237, I.B.T., present at any inquiry or meeting to which the employee(s) 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(s).

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(s) 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(s) 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(s) 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(s) is not satisfied with the answer of the immediate supervisor, the employee(s) will use the appropriate Town of Islip-Local No. 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(s) 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(s) with a copy sent to the Union.

Step 3. If the aggrieved employee(s) is not satisfied with the Department Head's solution, the employee(s) 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(s) an answer within the prescribed time period under Step Two (2), and the time period has not been extended by mutual agreement, the employee(s) 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(s) within seven (7) working days of the close of the hearings with a copy sent to the Union.

Step 4. If the aggrieved employee(s) is not satisfied with the Director of Labor Relation's solution, the employee(s) must, within seven (7) working days, submit the grievance, in writing, to a designated impartial arbitrator. The impartial arbitrator, or 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(s), 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 employee(s) 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(s) 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 XLII - 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 XLIII - DEFERRED COMPENSATION**

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 XLIV - TERM OF THE AGREEMENT**

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

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

TOWN OF ISLIP

By: 

LOCAL NO. 237, INTERNATIONAL BROTHERHOOD OF TEAMSTERS

By: 

**SCHEDULE A**

**BLUE COLLAR TITLES**

**LEVEL 1**

Custodial Worker I  
Guard I  
Kennel Attendant

Laborer I  
Watchman

**LEVEL 2**

Automotive Equipment Operator  
Automotive Mechanic I  
Bay Constable I  
Custodial Worker II  
Dispatcher  
Driver Messenger  
Guard II  
Harbormaster I

Laborer II  
Maintenance Mechanic I  
Minibus Driver  
Public Safety Dispatcher I  
Scale Operator  
Senior Guard

**LEVEL 3**

Guard III  
Taxi & Tow Truck License  
Safety Inspector

**LEVEL 4**

Animal Control Officer I  
Assistant Airport Lighting Specialist  
Automotive Body Mechanic  
Automotive Mechanic II

Maintenance Mechanic II  
Warehouse Worker II

**LEVEL 5**

Automotive Parts Clerk  
Courier  
Heavy Equipment Operator

Park Ranger I



LEVEL 6

Warehouse Worker III

LEVEL 7

Airport Lighting Specialist  
Airport Maintenance Mechanic  
Airport Security Guard  
Automotive Mechanic III (Diesel)  
Bay Constable II  
Construction Equipment Operator  
Harbormaster II

Maintenance Mechanic III  
Tree Trimmer I  
Town Investigator  
Water Treatment Plant  
Operator 2B

LEVEL 8

Animal Control Officer II  
Custodial Worker III  
Groundskeeper III  
Harbormaster III  
Highway Labor Crew Leader  
Labor Crew Leader

Maintenance Mechanic IV  
Sr. Airport Fire Safety Officer  
Sr. Airport Security Guard  
Sr. Guard (Prior to 7/1/89)  
Park Ranger II  
Veterinary Technician  
Waterways Maintenance Mechanic II

LEVEL 9

Highway Construction Supervisor  
Highway Maintenance Crew Leader  
Tree Trimmer II

Waterways Maintenance Mechanic III

LEVEL 10

Automotive Mechanic IV (Diesel)  
Chief Harbormaster  
Groundskeeper III (Coordinator)  
Custodial Worker IV

Highway Labor Crew Leader (Zone)  
Maintenance Mechanic IV  
(Coordinator)  
Sanitation Site Crew Leader

LEVEL 11

Airport Construction Supervisor  
Airport Maintenance Supervisor  
Chief Airport Fire Safety Officer  
Groundskeeper III (Zone)  
Maintenance Mechanic IV (Zone)

**SCHEDULE B**

**2005 Salary Schedule**

<b>LEVEL</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>TOP OF GRADE</b>
1	20,969	23,358	26,383	30,633
2	28,073	30,861	33,842	41,712
3	29,029	31,895	35,024	43,201
4	29,905	32,849	36,016	44,382
5	30,098	33,040	36,248	44,726
6	30,597	33,574	36,820	45,534
7	31,854	34,988	38,348	47,323
8	33,344	36,631	40,185	51,202
9	34,531	37,928	41,634	52,870
10	35,751	39,229	43,085	54,702
11	46,740	51,275	56,301	61,634

**SCHEDULE B**

**2006 Salary Schedule**

<b>LEVEL</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>TOP OF GRADE</b>
1	21,703	24,176	27,306	31,705
2	29,056	31,941	35,026	43,172
3	30,045	33,011	36,250	44,713
4	30,952	33,999	37,277	45,935
5	31,151	34,196	37,517	46,291
6	31,668	34,749	38,109	47,128
7	32,969	36,213	39,690	48,979
8	34,511	37,913	41,591	52,994
9	35,740	39,255	43,091	54,720
10	37,002	40,602	44,593	56,617
11	48,376	53,070	58,272	63,791

**SCHEDULE B**

**2007 Salary Schedule**

<b>LEVEL</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>TOP OF GRADE</b>
1	22,463	25,022	28,262	32,815
2	30,073	33,059	36,252	44,683
3	31,097	34,166	37,519	46,278
4	32,035	35,189	38,582	47,543
5	32,241	35,393	38,830	47,911
6	32,776	35,965	39,443	48,777
7	34,123	37,480	41,079	50,693
8	35,719	39,240	43,047	54,849
9	36,991	40,629	44,599	56,635
10	38,297	42,023	46,154	58,599
11	50,069	54,927	60,312	66,024

**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: Charles E. Hayes

LOCAL NO. 237, I.B.T.

By: 