

**AGREEMENT**

between the

**EAST ISLIP UNION FREE SCHOOL DISTRICT**

and

**UNITED PUBLIC SERVICE EMPLOYEES UNION**

\*\*\*

**July 1, 2014 - June 30, 2020**

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**ARTICLE I**  
**RECOGNITION AND UNION STATUS**

1. In accordance with Section 208(c) of the Civil Service Law, during the period of this agreement, the Board of Education of U.F.S.D. #3, Town of Islip, New York, hereafter referred to as "District" recognizes United Public Service Employees Union, 3555 Veterans Highway, Suite H, Ronkonkoma, New York 11779, hereafter referred to as the "Union" as the exclusive bargaining agent for Unit IV. This Unit shall include all permanent full-time, part-time, Chief Custodians, Head Custodians, Custodial Workers, Custodial Aide, Maintenance and Ground employees. Excluded from the Unit shall be the Superintendent of Buildings and Grounds, Maintenance Foreman, Night Foreman, substitutes and casual and seasonal personnel, or any non-district employee who would be working in the district as part of a governmental employment program. The terms and conditions of employment for the custodial aide are set forth in Article XII herein.

2. Maintenance men shall not be referred to by any designated trade name other than maintenance personnel/maintenance employees.

3. Part-time employees shall be defined as those employees working twenty or more hours per week but less than the normal work week for full-time personnel in this unit.

4. In accordance with the provisions of Chapter 392 of the Laws of 1967 (Public Employees Fair Employment Act), and to encourage and promote effective and harmonious relationships and advance the cause of public education in East Islip, the Union pledges that it will not assist or participate in a strike, or to impose an obligation to conduct, assist, or participate in a strike pursuant to Section 208(3) (b) of this Act. The term "strike," as herein defined shall mean any strike, or other concerted stoppage of work or slow-down.

5. The "District" agrees it will not engage in a "lockout" of members of the Union. A lockout shall be defined as a withholding of employment in order to gain concessions from members of Unit IV.

## **ARTICLE II** **PRINCIPLES**

1. In the event that any term or provision of this Agreement is contrary to any provisions of appropriate Federal, State or Local statutes or ordinances, then the provisions of said laws shall prevail in the particular instance. All other provisions of this Agreement shall remain in effect.

2. The conditions set forth in this Agreement will not be changed in any way by the Union or the District, and negotiations will not be reopened during the life of the Agreement, unless mutually agreed. However, periodic discussions may be held by representatives of the Union and representatives of the District.

3. The Union and the School District recognize their responsibilities to at all times act in good faith in carrying out any and all provisions of this Agreement.

4. The Union recognizes the right of the Board and the Administration to direct and control management policies subject to the obligations of the Agreement. Employees will cooperate with management in conformity with the obligations of this Agreement to facilitate effective operation. All usual and normal administrative functions and responsibilities of the employer shall be reserved to the Administration and Board of Education except where specifically limited by any provisions of this Agreement.

5. A labor-management committee will exist with three (3) representatives from each side to meet two (2) times a year. The purpose of the committee will be to discuss working

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

**ARTICLE III**  
**PAYROLL DEDUCTIONS**

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

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

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

b. Authorization statement as follows: The East Islip School District, 1 Craig B. Gariepy Avenue, Islip Terrace, New York as my employer is hereby authorized to deduct from my wages commencing this month and continuing monthly thereafter, my regular union dues and initiation fees being assigned by me to said union. I request you to deduct such amount from my wages from the first pay of each month.

c. Signature lines for both the employee and the employer under all of the aforementioned information.

3. Such deductions from an employee's pay will commence no later than 30 days after the receipt of the card by the proper district official and will terminate no later than 30 days after receipt of written notice or revocation of dues deduction authorization by the employee. Deductions from an employee's pay shall be in accordance with the date stamped on the "Dues Deduction Card."

4. In case earnings for any period are insufficient to cover dues, payment for such dues shall be made by the employee directly to the Union.

5. The Union shall indemnify and save the School District harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of action taken or not taken by the School District for the purpose of complying with any List, Notice or Assignment furnished under any provision of such.

6. U.S. Savings Bonds: The District, after formal request from any employee within the unit, shall supply the necessary forms and make deductions in accordance with the employee's request concerning U.S. Savings Bonds or Credit Unions.

**ARTICLE IV**  
**PROBATION, SENIORITY, PROMOTION,**  
**TRANSFERS, ATTENDANCE REVIEW AND DISCHARGE**

1. Probation: The probationary period for all new employees shall be twenty-six (26) weeks computed from the first day of appointment. If at the end of this period the employee's work is considered to be satisfactory by the employer, he shall be considered a permanent employee of the School District and seniority shall date from the time of appointment. Probationary employees shall be considered as members of the "Bargaining Unit" as such membership pertains to Article I, Section 6 of this Agreement.

2. Seniority: Seniority for all unit employees shall be computed from the date of commencement of appointment on a permanent basis. A leave of absence followed by a reinstatement more than one year subsequent to the leave of absence constitutes a break in service. Following a break in service, the date of original appointment on a permanent basis is to be determined by calculating from the date of reinstatement.

3. Layoffs:

a. If layoffs become necessary, part-time and probationary non-competitive employees of Unit IV shall be laid off before any permanent non-competitive employees shall be laid off.

b. The employer shall layoff non-competitive employees in accordance with the principles of seniority provided the retained employees can efficiently perform the required work.

c. For the purpose of reduction in force, seniority shall be classification wide, provided that no non-competitive employee shall have less seniority in the classification in which he was originally hired than his total District-wide seniority.

4. Recalls: When recalls occur, employees will be recalled in the inverse order in which they were laid off. A written notice will be sent to the employee by registered or certified mail, return receipt requested, or telegram requesting him to return to work. An employee shall not be deemed to have waived his right to return to work unless he doesn't report within two (2) weeks or fails to respond to notification of recall by registered or certified mail, return receipt requested within five (5) days of such notice. A person shall have recall rights for two (2) years from his/her last day of permanent service.

5. Transfers:

a. Voluntary: Personnel desiring to be transferred within the District shall notify the Personnel Office in writing of this request.

b. Involuntary: Except for emergencies, a permanent employee shall not be transferred from another shift, or from one building to another, or from one department to another, without prior notice to the Union. The Union shall be given an opportunity to discuss this transfer prior to its implementation.

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

- a. Volunteers will be sought.
- b. If no volunteers are to be found, then the least senior qualified employee will be transferred from the Department, Building or Shift.

7. Promotions: All job and shift openings and promotions shall be forwarded to the designated Union Representative for posting. Employees who are candidates for said openings and promotions shall be considered on the basis of three factors: seniority, qualifications and past performance of job-related duties. The third factor of past performance shall be determined by a committee consisting of the Assistant Superintendent for Personnel, the Superintendent of Buildings and Grounds and two objective members of the unit chosen by the Chief Steward and the local union representative.

Promotion from within is subject to a new probationary period provided that the employee's old position shall not be filled pending the employee's successful completion of the new probationary period.

8. Salary Adjustment:

a. Whenever an employee is appointed to a new or higher position within the District, the employee shall be placed on the appropriate salary schedule as of the next pay period.

b. Any employee directed in writing by the Superintendent of Buildings and Grounds to perform all duties in a higher paying classification shall receive the pay of the higher paying classification after one (1) working day.

9. Attendance Review:

Should an administrator be concerned with a member's attendance record, he/she shall take the following steps:



a. Send a note to the member asking for a meeting to discuss the member's attendance. The member will be advised of his/her right to have a Union representative present at this meeting.

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

c. At the discretion of the Superintendent, following this meeting, a letter reviewing the discussion which took place at the meeting may be sent to the member.

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, as well as initiate whatever action he/she deems appropriate, consistent with the terms of the contract and the law, in order to correct the alleged problem. (The foregoing may include but is not limited to appropriate disciplinary procedures provided by law or the requirement of a physician's statement to substantiate the appropriate use of sick leave or a suspension without pay for no more than two weeks.)

e. Nothing hereinabove set forth shall preclude the District from taking action in accordance with Article IV, subsection 10 of this contract.

10. Discharge:

a. There shall be no discharge of permanent employees except for just cause. Just cause shall include, but not limited to, insubordination, misconduct, excessive absenteeism and unsatisfactory performance.

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

c. A permanent, non-probationary employee aggrieved by his/her discharge may file a grievance contesting said discharge pursuant to the grievance procedure set forth in Article VIII hereof. In such cases, the last two (2) sentences of Section 7(c) (5) shall not be applicable and the decision of the arbitrator shall be final and binding. Additionally, in such cases Section 7 (d) shall not apply.

d. No claim of misconduct and/or incompetence shall be based upon matters that occurred more than three (3) years prior to the date of discharge or other disciplinary action.

e. Probationary employees may be discharged in the sole discretion of the employer, so long as the probationer was given the reasons for his/her discharge by the District during a meeting with the Assistant Superintendent for Personnel and/or his designee, prior to termination.

f. The Union, pursuant to the Civil Service Law, herewith waives the applicability of Section 75 of the Civil Service Law to any and all members of its bargaining unit and has agreed to the provisions of this Article IV, Section 10 as the sole substitute procedure therefor.

11. Abandonment of Position: When an individual does not return to work or does not notify the District and does not submit a letter of resignation within ten (10) days, that individual will have been deemed to have abandoned his position and terminated any rights to his position.

**ARTICLE V**  
**EMPLOYMENT TIME**

1. Work Day, Work Week:

a. Except as set forth herein, all full-time employees shall work five (5) days per week, Monday through Friday, eight (8) hours per day; the hours and days of the various shifts shall be set by the Superintendent of Buildings and Grounds. All new hires to the District shall, at the discretion of the District, be subject to a flexible work week, which work week shall be Tuesday through Saturday, inclusive.

Fifty (50%) percent of all promotional positions within the District, including maintenance personnel, which are filled shall also be subject to the above-described flexible work week at the discretion of the District. It is agreed to by the parties that effective June 30, 1999, the last maintenance man hired on the flexible schedule (the aggrieved party) or his replacement shall be paid a regular salary for his Tuesday-Saturday work.

If the Superintendent of Schools or his designee intends to change the hours and days of shift, adequate notice of the change will be given to the Union.

b. Maintenance personnel may be assigned a five (5) day work week which includes one (1) weekend day. They shall receive time and one-quarter pay for the weekend day which is part of their five (5) day work week. This extra compensation is applicable only to those maintenance personnel, normally working a Monday-Friday schedule and temporarily assigned to work a Tuesday-Saturday schedule by the Superintendent of Schools.

2. Lunch and Supper Times:

a. Each full-time day employee shall be provided with a lunch hour or lunch time of one (1) hour exclusive of the eight (8) working hours. During the months of July and August, they shall be provided with a lunch time of one-half an hour (1/2) exclusive of the eight (8) working hours.

b. Employees working the night shifts shall be given thirty (30) minutes supper time as part of the eight (8) hour working day.

c. No employee shall be permitted to leave the building during his/her break, lunch or supper without prior consent and verbal notification to the chief or head custodian and without properly signing in and signing out.

3. Overtime:

a. Employees, authorized by the Superintendent of Buildings and Grounds to work beyond eight (8) hours per day or five (5) days per week, shall receive time and one-half for each additional hour worked.

b. Maintenance personnel working an additional weekend day shall receive time and three-quarters pay for each hour worked on the second weekend day.

c. Sunday Pay: Employees required to work on Sunday, on which members of Unit IV are not required to work, shall receive time and three-quarters pay for each hour worked on Sunday. To be eligible for this Sunday pay, the employee need not have worked the preceding Saturday.

d. Holiday Pay: Employees required to work on holidays, on which members of Unit IV are not required to work, shall receive time and one-half pay for each hour worked on the holiday.

e. Pyramiding of Overtime: There shall be no pyramiding of overtime.

f. All maintenance overtime shall be rotated among eligible employees.

g. All custodial overtime will be rotated among eligible employees. In the case of custodial overtime within a building, a list of each interested employee within a building will be established and overtime will be offered on a rotational basis. Should the employee refuse an overtime assignment, it shall not be offered to him again, until his name next appears in rotation.

Barring an unforeseen emergency, if a unit member refuses an in-building and/or district-wide overtime assignment on three (3) consecutive occasions, the unit member shall be removed from the overtime rotation for a period of ninety (90) days.

h. The District shall endeavor to pay overtime within one (1) month of its accrual or earlier. In the event that overtime pay is not included in the salary paycheck within one (1) month of its accrual and the overtime paperwork was timely submitted by the employee, the District shall pay the overtime pay by separate check.

Prior to July 1, all employees of Unit IV interested in performing overtime outside their own building shall notify the Superintendent of Buildings and Grounds on the appropriate form. In the event no employee in the building is willing to accept an overtime assignment, the District list shall be used on a rotational basis.

If, in the judgment of the Facilities Administrator, Principal, or Head or Chief Custodian an employee is not competent to perform a specific overtime assignment, it need not be offered to him. All overtime assignments must be approved by the Superintendent of Buildings and Grounds.

4. Emergency Work: Employees authorized to perform emergency work outside the regular work day shall receive time and one-half pay for each additional hour worked. If the employee is called in to perform emergency work, he shall be guaranteed a minimum of two (2) hours work time, inclusive of a maximum of forty-five (45) minutes total travel time. Employees called to do emergency work may not refuse such assignments unless they are ill or unless they have received prior approval for an emergency day. An emergency shall be defined as an unforeseen occurrence such as weather, fire, or mechanical breakdown for which advance notice has not been provided.

Call In:

a. In cases of serious emergencies, such as break-ins, boiler malfunctions and the like, the chief, head or day custodian shall be called in by the Superintendent of Buildings and Grounds or his designee, who shall make reasonable effort to contact one of the three employees listed above. Authorization to call in beyond the minimum set forth above shall be acquired by the employee who has been called in, from the Superintendent of Buildings and Grounds, his designee or the building administrator, if the former is unavailable.

b. A custodian shall be called in when maintenance call-in work has occurred to clean up, if the same is necessary.

5. Coffee Breaks:

a. Day Personnel: Each full-time day employee who is an employee of the Unit shall receive two (2) coffee breaks of fifteen (15) minutes as a part of his eight (8) hour work day. The time of the coffee breaks shall be set by the immediate supervisor with the approval of the Superintendent of Buildings and Grounds.

b. Night Shift Employees: Night shift employees shall be given one (1) fifteen (15) minute coffee break as part of their eight (8) hour work day. The time of the coffee break shall be set by their immediate supervisor with the approval of the Superintendent of Buildings and Grounds.

6. Night Shift When School Is Not In Session: On days when school is not in session including the Christmas, Easter, Mid-Winter Recess, summer vacations and holidays, employees in Unit IV normally assigned to night shifts will have the same working hours as the day shift personnel except that two employees at the high school and middle school will continue to work each night shift. Volunteers within the building will be asked to remain on night shifts. If no volunteers are available, custodial personnel with the least seniority will be assigned to remain on night shifts during these periods.

7. Snow Days: In the event that the Superintendent of Schools closes school for grades 1 - 12 before the end of the regular school day due to snow, unit members who have already reported to work shall be granted at the discretion of the District either compensatory time or overtime for the remainder of their regular work day. Night personnel who are required to report to duty during the day for snow removal shall be entitled to the same benefit. This benefit shall not apply on days when the Superintendent of Schools has closed schools before school has begun.

## **ARTICLE VI** **EMPLOYEE RIGHTS**

1. Special Tools: The District agrees not to require any member of Unit IV to provide his own work tools.

2. Personal Vehicles: The District agrees not to require any member of the Unit IV to use his own personal vehicle in the performance of his duties.

3. Uniforms: Each member of Unit IV shall be issued five (5) District Custodial uniforms every two years. Each member may elect to order all summer weight, all winter weight, or any combination thereof. The five (5) uniforms to be issued will be standard uniforms for groundsmen and custodial workers. Maintenance employees shall, at their option, in lieu of the five (5) standard uniforms, be issued trade work clothes in a mix or match combination while performing the following duties:

- a. Painting: White painting shirt and white painting pants, or, painting coveralls.
- b. Auto Repairs: Standard uniform or coveralls.
- c. Carpentry: Hickory stripe carpentry bib overalls, or, standard uniform.

In addition to the standard five (5) sets of uniforms, each building custodian will be issued one unlined, panel front jacket. Maintenance and grounds crew will be issued one jacket-choice of style and liner optional:

a. Eisenhower Style: Permanently lined or unlined with zip-in liner.

b. Panel Front: Permanently lined or unlined with zip-in liner. Unit IV employees shall be responsible for maintaining such uniforms and responsible for their replacement cost if they are lost. Employees shall be required to wear said uniforms at all times they are on duty. Said uniforms will not be used for personal use.

The District will provide two (2) sets of winter weather gear to each Elementary School building for use by building personnel during winter weather. Such winter weather gear shall consist of slush boots and a winter parka. For the Secondary Schools, winter gear will be issued as follows:

a. Senior High School: Five (5) winter parkas, five (5) pairs of slush boots.

b. Middle School: Four (4) winter parkas, (4) pairs slush boots.

The District shall also provide said winter weather gear to each member of the staff who is on that year's District wide assignment sheet for snow removal. Said gear shall be issued by December 1st, and returned by April 15th. The District Storekeeper shall be responsible for the issuance and return of said gear.

In addition, the District will provide to each building two sets of rain gear for use during such rainy weather. Said rain gear shall consist of a vinyl hip length, hooded jacket and bib style vinyl overpants. (Slush boots have been previously furnished with the winter parka gear.)



Rain gear shall also be provided to the groundsmen, glazier, carpenter, electrician, auto mechanic and courier.

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

5. First Aid Kits: The District shall maintain, in a location accessible to employees of Unit IV, a first aid kit in each school building.

6. No Discrimination: There shall be no discrimination against any present or future employee by reason of sex, race, creed, color, national origin nor union membership.

7. Military Service: Both parties agree that all statutes and valid regulations relative to the reinstatement and employment of veterans, shall be observed with the same force and effect as if written into this agreement.

8. Arrangements: There shall be no private arrangements between any employee and the District that contravenes the terms and conditions of this Agreement.

## **ARTICLE VII** **EMPLOYEE ORGANIZATION RIGHTS**

1. Visitation: Representatives of the Union may visit members of their organization during the time employees are not on duty (lunch, supper, relief periods). Normal "visitor" procedure will be followed.

2. Use of Facilities: The Union may use designated areas of school buildings for meetings of East Islip Union members or other functions by making application to the school principal in advance and conforming to the Board of Education's rules and regulations regarding the use of buildings and grounds. As defined by state law, all meetings held on school property shall be open to general public.

3. Shop Stewards:

a. The Union shall forward a list of its shop stewards to the Assistant Superintendent for Instruction and Personnel by July 1st of each school year.

b. The shop steward shall conduct all union business after working hours. However, allowance shall be made for access to union members to discuss emergency situations during school time; such access must be with the prior written consent of the Superintendent of Buildings and Grounds. This procedure shall be reviewed annually with the Superintendent of Buildings and Grounds. If deemed abused, this privilege shall be revoked.

4. Right of Consultation: The Union shall have reasonable opportunity to discuss with the Superintendent or his designee matters of mutual concern and interest.

5. Right to Post Notices: The Union shall have the right to post notices concerning the activities of the Union on school bulletin boards designated for the purpose by the building principal.

6. Policies: One copy of all Board of Education policies pertaining to personnel in Unit IV shall be forwarded to the individual by the Union.

**ARTICLE VIII**  
**GRIEVANCE PROCEDURE**

1. Purpose: The purpose of this procedure is to secure at the earliest stage possible the satisfactory resolution of a grievance.

2. Confidentiality: Both parties agree that the proceedings will be kept as informal as possible and that the proceedings will be kept confidential at all levels with all parties involved in the proceedings.

3. Definition of Grievance: A grievance is a complaint by a member or a group of members of Unit IV, based upon an alleged violation of the provisions of this contract. Should a grievance be claimed, there shall be no suspension of work on account of such grievance, but an earnest effort shall be made to settle such differences in the manner described in Paragraph 6.

4. Procedures for Filing a Grievance: The official filing of a grievance (Stage 2) must include the following information:

- a.
  1. Name and position of the aggrieved party, date of filing.
  2. Identity of the contract provision involved in the grievance.
  3. Time and place where the alleged events or conditions constituting the grievance existed.
  4. Identity of the party responsible for causing the said events or conditions, if known to the aggrieved party.
  5. A general statement of the nature of the grievance.
  6. A statement of the redress sought by the aggrieved party.
- b. Beginning with Stage 2, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefor.
- c. The preparation and processing of grievances, insofar practicable, shall be conducted outside the hours of employment. Students shall not be involved in any phase of the grievance procedure.

5. Time Limit for Grievance: No grievance will be entertained unless filed in the first available stage within fifteen (15) school days after the member of Unit IV knew or should have known of the act or conditions on which the grievance is based. If a decision at this stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this agreement shall be barred.

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

7. Stages:

a. **Stage 1: Informal Discussion** - The first stage of the grievance procedure shall be an informal discussion between the party or parties of the grievance and the immediate supervisor and the Facilities Administrator. No grievance shall be entertained at Stage 2 until five (5) school days after the date of the initial original discussion. At least one (1) additional meeting shall be held if either party deems it necessary within the time limit. This time may be extended by mutual consent. No written forms or records will be kept at Stage 1. If such grievance is not satisfactorily resolved at this Stage, the aggrieved party or parties may appeal in writing following the procedures indicated in Paragraph 4 to the Superintendent of Schools or his designee within five (5) school days after the last Stage 1 meeting. If the grievant fails to demand a Stage 2 hearing within the five days, then the grievance shall be deemed withdrawn.

b. **Stage 2: Hearing (Superintendent)** - The Superintendent or his designee shall hold a hearing with the parties within ten (10) school days after receiving the written request from the grievant. The Superintendent or his designee shall be the hearing officer and shall determine the procedures for the hearing. The grievant may be accompanied by a representative of his own choosing and the immediate supervisor may be represented by a member of his own choosing. The

Superintendent or his designee will send a written report of his decision to the aggrieved party and to the immediate supervisor within five (5) school days after the conclusion of the hearing. If such grievance is not satisfactorily resolved at this stage, the aggrieved party or parties may appeal in writing following the procedures set forth in Paragraph 4 to the Contract Arbitrator. If a demand for a Stage 3 hearing is not filed within five (5) days, then the grievance shall be deemed withdrawn.

c. **Stage 3: Advisory Arbitration (Contract Arbitrator)**

1. The Contract Arbitrator shall hold a hearing with the parties within fifteen (15) school days after receiving the written request from the grievant.

2. He shall be provided with the official grievance information (Paragraph 4) and the Stage 2 decision.

3. Neither party shall be permitted to assert any grounds or evidence before the Arbitrator which was not previously presented at the Stage 2 hearing.

4. The Arbitrator shall determine the procedures for the hearing.

5. The Arbitrator shall examine all admissible testimony and evidence and shall render to the Board of Education his findings in writing. His written report shall include findings of fact, reasoning and conclusions on the interpretations of the contract. He may also make recommendations to the Board of Education to provide a remedy for the grievance. The arbitrator's report is advisory and in no way binding upon the Board of Education who may reject all or parts of the Arbitrator's report.

6. The Arbitrator shall submit his report to the Board of Education within fifteen (15) days of the date of the Stage 3 hearing.

7. The costs of the Arbitrator shall be shared equally by the Board of Education and the Union.

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

### **ARTICLE IX** **SALARY**

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

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

3. No provision of the Agreement shall be construed as to lower the weekly, daily, or hourly wage rate of any employee covered by this Agreement.

4. In the event an employee shall move to a new position that provides for a lower salary on the schedule because of any of the following: Voluntary down grade, a down grade made necessary by lay off and bumping procedures or a down grade as a result of a disciplinary action, then clause 3 above shall not apply.

5. **Pay Check**: The District shall withhold payment of the first two (2) weeks of salary for all employees hired on or after July 1, 1991, until such time as said employees have left the District's employ for any reason including resignation, retirement or discharge.

6. No part of this Agreement shall be construed as to preclude the District from giving any further benefits to its employees.

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

**Custodial Worker, Groundsman & Messenger (12 Month)**

| CUSTODIAL 2018-2019 |          |          |          |          |          |          |
|---------------------|----------|----------|----------|----------|----------|----------|
| Step                | 2014/15  | 2015/16  | 2016/17  | 2017/18  | 2018/19  | 2019/20  |
| EL                  | \$41,949 | \$42,159 | \$42,897 | \$43,648 | \$44,412 | \$45,190 |
| 1                   | \$42,954 | \$43,169 | \$43,925 | \$44,694 | \$45,477 | \$46,273 |
| 2                   | \$43,959 | \$44,179 | \$44,953 | \$45,740 | \$46,541 | \$47,356 |
| 3                   | \$44,964 | \$45,189 | \$45,980 | \$46,785 | \$47,604 | \$48,438 |
| 4                   | \$45,969 | \$46,199 | \$47,008 | \$47,831 | \$48,669 | \$49,521 |
| 5                   | \$46,974 | \$47,209 | \$48,036 | \$48,877 | \$49,733 | \$50,604 |
| 6                   | \$47,979 | \$48,219 | \$49,063 | \$49,922 | \$50,796 | \$51,685 |
| 7                   | \$48,984 | \$49,229 | \$50,091 | \$50,968 | \$51,860 | \$52,768 |
| 8                   | \$49,989 | \$50,239 | \$51,119 | \$52,014 | \$52,925 | \$53,852 |
| 9                   | \$51,248 | \$51,761 | \$52,667 | \$53,589 | \$54,527 | \$55,482 |
| 10                  | \$51,248 | \$51,761 | \$52,667 | \$53,589 | \$54,527 | \$55,482 |
| Custodial Aide      | \$17.81  | \$17.98  | \$18.30  | \$18.62  | \$18.95  | \$19.28  |

\*New hires must remain on the entry level step for 18 months prior to moving to step 1.

Although the base salary and differentials were increased for the 2014/15, 2015/16, 2016/17 and 2017/18 years, there shall be no retroactivity for payment purposes.

Custodial Aide - Hourly work paid \$17.81 effective July 1, 2014, \$17.99 effective July 1, 2015 \$18.30 effective July 1, 2016, \$18.62 effective July 1, 2017; \$18.95 effective July 1, 2018 and \$19.28 effective July 1, 2019. There shall be no retroactivity for payment purposes until July 1, 2017.

## DIFFERENTIAL SCHEDULE

|   | 2014/15  | 2015/16  | 2016/17  | 2017/18  | 2018/19  | 2019/20  |
|---|----------|----------|----------|----------|----------|----------|
| Grounds/Custodial Floater                 | \$1,252  | \$1,265  | \$1,288  | \$1,311  | \$1,334  | \$1,358  |
| Groundsman                                | \$1,852  | \$1,865  | \$1,888  | \$1,911  | \$1,934  | \$1,958  |
| Elementary Night Man in Charge            | \$2,792  | \$2,820  | \$2,870  | \$2,921  | \$2,973  | \$3,026  |
| Secondary Night Man in Charge             | \$3,174  | \$3,206  | \$3,263  | \$3,321  | \$3,380  | \$3,440  |
| Elementary Head Custodian                 | \$6,696  | \$6,763  | \$6,882  | \$7,003  | \$7,126  | \$7,251  |
| Secondary Head Custodian                  | \$7,203  | \$7,276  | \$7,404  | \$7,534  | \$7,666  | \$7,801  |
| Storekeeper                               | \$5,694  | \$5,751  | \$5,852  | \$5,955  | \$6,060  | \$6,167  |
| MM III/Head Groundsman/ Auto Mechanic III | \$7,203  | \$7,276  | \$7,404  | \$7,534  | \$7,666  | \$7,801  |
| Chief Custodian                           | \$8,495  | \$8,580  | \$8,731  | \$8,884  | \$9,040  | \$9,199  |
| Senior Chief Custodian                    | \$10,627 | \$10,734 | \$10,922 | \$11,114 | \$11,309 | \$11,507 |
| Custodial Worker III                      | \$3,785  | \$3,823  | \$3,890  | \$3,959  | \$4,029  | \$4,100  |
| Maintenance Mechanic II                   | \$5,900  | \$5,959  | \$6,064  | \$6,171  | \$6,279  | \$6,389  |
| Maintenance Mechanic IV                   | \$8,495  | \$8,580  | \$8,731  | \$8,884  | \$9,040  | \$9,199  |

The District may hire employees for promotional (differential) positions on any pre-step up to and including “base” when hiring from the outside.

### Certified Asbestos Handler

Any unit member who has been certified in accordance with AHERA regulations for asbestos handling and has passed provisional pulmonary B examination shall be paid time and a half for all abatement work authorized in writing by the Superintendent of Buildings and Grounds

Differential Merit – Because of “Differential Merit” clause contained in the 2002-2005 agreement which sunsetted on 6/30/05, individual members of the unit received merit bonuses as reflected on Appendix A which “Notwithstanding the sunseting...remain part of the member’s differential pay entitlement....” Such bonuses do not, however, become a part of the member’s base salary upon which general increases in salary or position differential are calculated.

## ARTICLE X FRINGE BENEFITS (Retirement, Insurance)

1. Retirement: The District agrees to continue the retirement plan presently in effect, Section 75-i of the Retirement and Social Security Law of the State of New York, for the duration of



this Agreement.

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

3. Disability Insurance: Effective February 1, 2003, the District agrees to provide unit members, except custodial aides, with Group Long Term Disability (CNA) which provides 60% of base pay with a 90 day elimination period and \$3,500 maximum monthly benefit. The amount will be reduced by any Social Security, ERS Retirement System, or Workers' Compensation disability benefits which the unit member receives. In no event shall the District's cost for said Long Term Disability exceed the cost that the District would expend for the Workers' Compensation Disability Income Plan in effect for the 1998-99 year.

4. Medical Insurance:

a. The District shall pay eighty (80%) of the premium for individual and family coverage of the basic New York State Health Insurance Program for eligible unit members hired after February 15, 2018. For employees appointed prior to February 15, 2018, the District agrees to pay eighty-three (83%) percent of the individual and family coverage of the basic New York State Health Insurance Program for eligible unit members. Effective July 1, 2018, the District's premium contribution for such employees shall be eighty two (82%) percent. Effective July 1, 2019, the District's premium contribution for such employees shall be eighty one (81%) percent. Effective June 30, 2020, the District's premium contribution shall be eighty (80%) for all eligible unit

members.

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

b. The District agrees to pay one hundred (100%) percent of medical health insurance individual/family coverage for bargaining unit members who retire subsequent to July 1, 1982.

Effective as of June 30, 2009 health insurance coverage into retirement is predicated on the unit member being eligible to retire from the District into ERS as per NYSHIP rules. For those who have completed more than five (5) but less than fifteen years (15) years of service with the District, the District will contribute the statutory minimum of fifty (50%) percent towards individual coverage and thirty-five (35%) percent towards family coverage. For those hired on or before November 17, 2011 and who have completed 15-19 years of service with the District, the District will contribute 87.5% towards individual or family coverage. For those hired after November 17, 2011 and who subsequently complete 15-19 years of service with the District, the District will contribute 75% towards individual or family health insurance coverage into retirement. For those who have completed twenty (20) or more years of service with the District, the District will contribute 100% towards individual or family coverage.

Any unit member who is within six (6) months of completing fifteen (15) years of service with the District on June 30, 2009 but who is not yet eligible to retire under ERS rules, shall be entitled to have the District contribute 100% towards individual or family coverage in retirement; provided he/she continues in the District’s employ until becoming first eligible to retire under ERS rules.

c. The District reserves the right to change insurance carriers in its sole discretion provided that there is no diminution in benefit coverage.

d. Unit members who are presently enrolled and presently participate in the

District's health insurance plan as of January 14, 2003, may opt out of the plan and receive payment equal to 45% of the District's contribution, prorated to the date of opting out. Unit members must show evidence that they are insured elsewhere in order to opt out. Effective January 1, 2018, eligible unit members as defined in this section who opt out of the District's health insurance plan shall receive payment equal to 45% of the District's contribution that was in effect on July 1, 2017, prorated to the date of opting out.

5. a. The District agrees to contribute to the United Public Service Employees Union Benefit Plan the sum of \$72.00 per month for each employee of the District in the bargaining unit. Those employees hired after February 15, 2018 must be employed for a minimum of two (2) years in a position within the bargaining unit to be eligible for the \$72.00 monthly payment.

b. The Union agrees that employees in the bargaining unit and their dependents shall be provided with the following insurance benefits: Life, dental and optical.

#### **ARTICLE XI** **HOLIDAYS, LEAVES AND VACATIONS**

1. **Holidays:**

a. All full-time buildings and grounds employees shall not be required to work on legal holidays (Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day, New Years Eve Day, New Years Day, Martin Luther King's Birthday, Washington's Birthday, and Memorial Day) when school is not in session. They shall not be required to work on December 24th and 26th; the Thursday and Friday preceding Easter, and on the Friday following Thanksgiving provided school is not in session. In the event any of the above holidays fall on a Saturday, Sunday or day when school is in session, or in case of an emergency, an alternate day off will be provided when school is not in session.

b. Floating Holidays: Each employee shall be granted two (2) floating holidays, the use of which shall be subject to the approval of the Facilities Administrator based upon the needs

of the District. Should an employee choose not to take the floating holiday(s) off, he/she shall be paid one day's pay for each floating holiday not taken at the employee's current rate of pay, on or about the second payroll in August of each school year.

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

2. Paid Sick Leave:

a. All full-time 12 month employees shall receive six (6) paid days on July 1st of each year and an additional six (6) days on February 1st of each school year, cumulative to 210 days.

b. The Superintendent of Schools or his designee may require medical verification for use of paid sick leave days.

3. Payment for Unused Sick Leave:

a. Upon an employee's retirement or death, provided that the employee has accumulated as of such date fifteen (15) sick days, he/she or his/her estate shall be paid 50% of his/her per diem rate of pay for said 15 days and 75% of his/her per diem rate of pay for all days accumulated as of the date of retirement, beyond the said 15 days up to a maximum of 175 days.

b. Employees who resign from the District, have at least fifteen (15) years of service and have a minimum of fifty (50) days in the bank, may receive payment for unused sick leave up to a maximum of 175 days provided that said resignation has not been requested by the District because of unsatisfactory work performance or misconduct. Such employees will be paid 50% of the per diem rate of pay for said fifty (50) days and 75% for all days accumulated as of the date of resignation beyond said fifty (50) days up to a maximum of 175 days.

4. Paid Personal Days:

a. Each full-time employee shall be allowed three (3) emergency days with pay, which may be used with advanced notice to the Facilities Administrator for Religious Observance Days officially listed by the Commissioner of Education. Any of said three (3) emergency days may be taken off with pay to conduct personal business which is approved in advance by the Facilities Administrator. Such personal business shall be of an emergency nature that cannot be conducted outside working hours.

b. The Facilities Administrator shall be notified of an employee's request for use of said personal leave days not less than forty-eight (48) hours in advance of such proposed use, except in cases of emergency arising from unusual circumstances when the employee shall notify the Facilities Administrator as soon as is possible prior to the leave day.

c. Unused personal leave days will be added to the employee's accumulated sick leave bank.

5. Bereavement:

In addition to three (3) emergency days referred to in the Paid Personal Days provision, the members shall be entitled to take two (2) bereavement days with pay because of death in the immediate family - defined as parents, spouse, children and relatives living in the household. With the approval of the Superintendent of Schools in special circumstances, the member may be granted an additional paid day or days for bereavement purposes. The Facilities Administrator shall be notified of the death as soon as is reasonably possible.

6. Less Than a Full Year's Service:

a. If the employee begins his employment during the school year (after July 1st for twelve month employees) he will be allowed a proration of the sick days on the basis of one (1) day per six (6) weeks or major part thereof.

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

7. Jury Duty: Each full-time employee covered by this contract who is required to serve as a juror shall be paid full salary without loss of sick or personal leave during the period of civil obligation. The employee shall remit to the School District the total per diem jury fees paid for jury service. Reimbursement for travel and food expenses will be retained by the employee.

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

9. Special Leave of Absence: Each full-time employee covered by this contract who desires a special leave of absence, with or without pay, must submit a written request for said leave of absence to the District and said District shall decide whether to grant the leave of absence on the basis of the individual merits of each request.

10. Vacations:

a. Vacations may be taken at any time during the year, provided that a minimum of at least one week of each employee's vacation must be taken during the period between July 1st and August 31st. The balance, if any, of said vacation may be taken after this period, subject to the procedures set forth in Paragraph (c) hereof. Further exceptions to the foregoing may be made by the Facilities Administrator upon written application of the employee for good cause shown.

b. Employees covered by this Agreement will be granted paid vacations according to length of service in the District as of June 30th of the vacation year prescribed below:

| <u>Years of Service Completed</u> | <u>Vacation</u>                                     |
|-----------------------------------|---|
| Less than 12 months               | 1 (one) day per month to a maximum of ten (10) days |
| 1 Year                            | Two (2) weeks                                       |
| 5 - 10 Years                      | Three (3) weeks                                     |
| 11 and Over                       | Four (4) weeks                                      |

c. Forms for requesting certain vacation dates are to be forwarded to each employee covered by this Agreement no later than May 15th of each school year. They are to be forwarded to each immediate supervisor covered by this Agreement no later than June 1st of each school year, indicating the dates of the requested vacation. The immediate supervisor will develop a vacation schedule subject to the approval of the Facilities Administrator for each eligible employee and the immediate supervisor will notify the worker of his or her tentative vacation dates by June 13.

d. Unit members may carry over and accumulate up to a maximum of five (5) vacation days with the prior approval of the Superintendent of Schools and the Superintendent shall decide whether to give approval within two weeks.

11. Workers' Compensation/Special Sick Leave:

a. When an employee covered by the terms of this contract is injured as a result of an accident or assault occurring while he/she is acting within the scope of his/her employment, he/she will immediately report such injury to his/her immediate supervisor and the School District's Business Officer.

b. As soon as practical, the injured party will complete an accident report and said report will be notarized by the District's Business Officer.

c. If the injured party does not seek to be eligible for the special compensation sick leave provision below (d), he/she may seek assistance from any physician. However, to be eligible for this "special sick leave provision" he/she must be examined by the doctor designated by the School District and this doctor must certify, in writing, that the employee is unable to work. Special sick leave benefits will be paid only for the period that the physician designated by the

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

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

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

f. Under no circumstances shall unit members hired after June 30, 2009 be entitled to benefits under this Article which exceed eighty (80%) percent of regular salary.

12. Attendance Bonus:

a. Any full-time (12 month) employee who has accumulated as of November 30th a sick leave bank of fifteen (15) days or more shall be eligible to receive the following attendance bonus, which will be paid by separate check on or about the beginning of December. Sick leave is based on attendance from December 1 to November 30 of the next following year.

b. The term "absence" shall mean absence for any reason including, but not limited to, use of sick leave, personal leave or absence due to on the job injury.

# of Absences

Bonus

0

One week's pay



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

13. Vandalism Damage to Cars: The District shall establish a fund of \$2,000 to compensate members of bargaining units represented by United Public Service Employees Union for vandalism to their cars while parked in district parking facilities. To be eligible for reimbursement, the employee must make application to the Superintendent of Schools or his designee and

1. provide proof that a report was filed with the police.
2. present his/her insurance policy.
3. provide proof that the damage did occur on school parking facilities.
4. provide at least two (2) estimates for the cost of repairing the damage.

The District will only reimburse an approved claim for the amount not covered by the employee's insurance. The Superintendent of Schools or his designee and the shop steward, in conjunction with each other, shall accept or reject each application and shall determine the amount of money to be awarded.

Upon completion of the school year, the monies not expended shall be returned to the District General Fund and a new fund of \$2,000 shall be established on July 1.

14. CPR/AED Training: All unit members will be trained in CPR and AED and required to perform CPR/AED in the workplace as needed. Unit members will be paid \$300 annually for their AED training. Payment shall be made in one-lump sum in December. Training is to be paid for by the District and given on District time.

**ARTICLE XII**  
**CUSTODIAL AIDE**

If the custodial aide works more than twenty (20) hours per week, the aide shall be entitled to participate in the District's health insurance plan (individual coverage only), at the same rate of contribution as other employees. The only other fringe benefits available to the full-time custodial aide shall be seven (7) sick days earned annually; one (1) personal day after two (2) years and an additional one (1) personal day after three (3) years; bereavement and jury duty. These terms shall become effective on October 20, 1998. Unless expressly set forth in this Article XII, the custodial aide shall receive no other fringe benefits. The custodial aide shall perform only the duties set forth in the Civil Service position description for custodial aide; and on any days of the week. Only fifteen (15) custodial aides shall be permitted to be hired. Custodial aides shall be considered for all vacancies in the unit.

**ARTICLE XIII**  
**RATIFICATION PROCEDURES**

1. Taylor Law Notice: In accordance with amendment to Article 14 of the Civil Service Law (Taylor Law) enacted by the 1969 Legislature as an added Section 204(a), the following is included in and made part of this Agreement:

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

2. Duration of Agreement: This Agreement shall become effective on July 1, 2014 and shall continue in effect until June 30, 2020. The parties will meet to commence negotiations for a

successor agreement by no later than November 1, 2019. Beyond this Agreement, relationships shall be governed by the Public Employee's Fair Employment Act.

3. The parties agree that all negotiable items have been discussed during negotiations and this Agreement contains the entire understanding between the parties and there are no representations, conditions, understandings, promises or considerations of any nature whatsoever, except expressed herein. The parties therefore agree that except by mutual consent, negotiations will not be reopened on any item whether contained herein or not.

4. Ratification of Contract: When approval and/or ratification are achieved in accordance with the procedures enumerated in Article III, Paragraph 8, the President of the Board of Education and the President of the Union shall sign the document below.

THIS AGREEMENT made and entered into by and between the BOARD OF EDUCATION OF UNION FREE SCHOOL DISTRICT NO. 3, TOWN OF ISLIP, County of Suffolk, State of New York, and the UNITED PUBLIC SERVICE EMPLOYEES UNION.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand and seals this

23<sup>rd</sup> day of JANUARY 2019.

BOARD OF EDUCATION EAST  
ISLIP UNION FREE SCHOOL  
DISTRICT

By: \_\_\_\_\_

President

UNITED PUBLIC SERVICE  
EMPLOYEES UNION

By: \_\_\_\_\_

Kevin E. Boyle, Jr., President

\_\_\_\_\_  
Matt Cavanaugh, Chief Shop Steward

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**APPENDIX A  
MERIT BONUS FROM PRIOR CONTRACT**

| <b>APPENDIX A</b>                      |              |  |
|--|--------------|--|
| <b>MERIT BONUS FROM PRIOR CONTRACT</b> |              |  |
| <b>EMPL #</b>                          | <b>NAME</b>  | <b>2% MERIT<br/>DIFFERENTIAL<br/>RECEIVED IN<br/>2004/2005</b> |
| 2610                                   | Doyle, D.    | 92.32  |
| 14935                                  | Gagliano, A. | 20.28  |
| 11510                                  | Gerdvil, Wm  | 45.26  |
| 4320                                   | Hickey, B.   | 95.66  |
| 15175                                  | Ippilito, E. | 20.88  |
| 255                                    | Pace, R.     | 20.28  |
| 283                                    | Peterson, R. | 20.28  |
| 8890                                   | Siemsen, G.  | 137.72   |