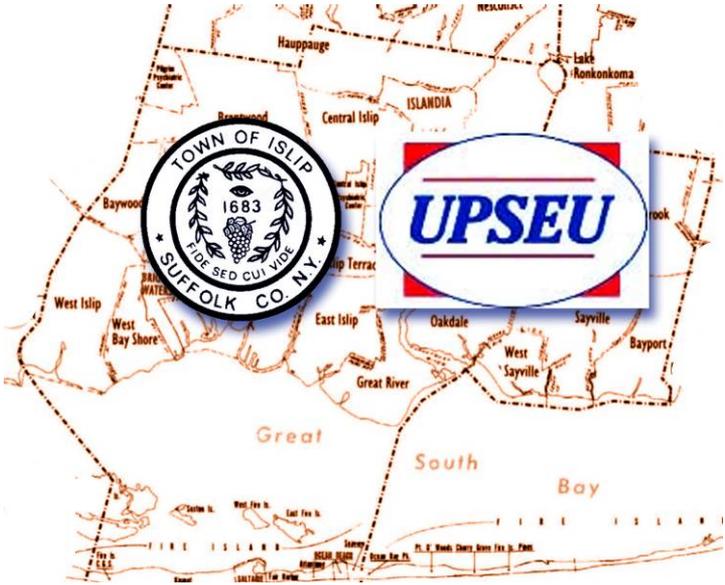


BLUE COLLAR LABOR AGREEMENT

January 1, 2008 to December 31, 2013



Between
Town of Islip
and
**UNITED PUBLIC SERVICE
EMPLOYEES UNION**

Updated 10/28/11

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This Agreement entered into effective the 1st day of January, 2008, by and between the **Town of Islip** (hereinafter referred to as the “Town”) and the **United Public Service Employees Union** (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 classifications set forth in attached Schedule “A”, excluding elected or appointed officials, Department Heads, Deputies, designated confidential employees, part time employees, seasonal employees, and temporary employees.

ARTICLE II - CHECK OFF

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

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

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

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

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

ARTICLE III - MANAGEMENT RIGHTS

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

ARTICLE IV - WAGE AND SALARY SCHEDULE

Section 1. The salary schedules for 2010, 2011, 2012 and 2013 are attached hereto as Schedule B.

Section 2.

- a. Effective January 1, 2010, the salary schedules that were in effect on December 31, 2007, will be increased by 2.0%.
- b. Effective January 1, 2011, the salary schedules that were in effect on December 31, 2010, will be increased by 1.25%.
- c. Effective July 1, 2011, the salary schedules that were in effect on June 30, 2011, will be increased by 1.25%.
- d.
 1. Effective January 1, 2012, the salary schedules that were in effect on December 31, 2011, will be increased by 1.50%.
 2. All full time employees who were actively and continuously employed from January 1, 2008 through December 31, 2009, and still in the employ of the Town on October 1, 2010, will receive a lump sum, non-pensionable cash payment of \$400 not to be added to salary schedule to be paid on January 1, 2012. There will be no pro-rata payments.
- e. Effective July 1, 2012, the salary schedules that were in effect on June 30, 2012, will be increased by 1.25%.
- f.
 1. Effective January 1, 2013, the salary schedules that were in effect on December 31, 2012, will be increased by 1.25%.

2. All full time employees who were actively and continuously employed from January 1, 2009 through December 31, 2009, and still in the employ of the Town on October 1, 2010 will receive two lump sum, non-pensionable cash payments of \$600 not to be added to the salary schedules. The first non-pensionable cash payment of \$600 will be paid on January 1, 2013 and a second non-pensionable cash payment of \$600 will be paid on July 1, 2013. There will be no pro-rata payments.
3. Effective July 1, 2013, the salary schedules that were in effect on June 30, 2013, will be increased by 1.75%.

Section 3. 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 4. Promotion. Employee 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

The workweek for Unit employees shall be forty (40) hours per week. Schedules of regular workweeks of all employee 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 schedule, 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/her 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.

Lists, based on 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.

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

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 payday.

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 section shall not apply to recalls.

ARTICLE VII RECALL

Employees recalled to work shall receive a minimum of three (3) hours guaranteed at the appropriate rate of pay. Employees shall be paid from the time of the call, if reporting to work within one (1) hour of such call.

ARTICLE VIII - NIGHT SHIFT DIFFERENTIAL

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

Section 2. Effective January 1, 2010, night differential will be based on 10% of the hourly rates in effect on December 31, 2007 during the term of this agreement.

Section 3. Effective January 1, 2014, night differential will revert to 10% of the hourly rates in effect on January 1, 2014.

Section 4. 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.

Section 5. Employees hired on or after January 1, 2010 who work from 4:00 p.m. to 7:30 a.m. shall receive the night shift differential based solely on the number of hours actually worked between the hours of 4:00 p.m. to 7:30 a.m.

Section 6. Employees hired on or after January 1, 2010 who subsequently leave their position with the Town will not have their applicable night shift differential calculated in their lump sum payment.

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 – UNION BENEFIT PLAN

Section 1. Effective July 1, 2012, the Town agrees to contribute the sum of \$750 per year for each Blue Collar Unit employee to the new UPSEU Benefit Plan. The payment to the UPSEU Benefit Plan will be made in monthly payments (\$62.50) the month following the month of eligibility for all employees in a full paid status. Payments to the new Benefit Plan will not be made on behalf of employees who are not in a full paid status. UPSEU agrees that the Town does not owe and will not make any contributions to the UPSEU or any UPSEU provided Benefit Plan or benefits for the period September 21, 2010 through June 30, 2012.

Section 2. UPSEU acknowledges that the Town has no obligation to make any Welfare Fund payments to the UPSEU Benefit Plan prior to June 30, 2012.

Section 3. Payments for new employees will be made following the first full pay month in a full paid status.

ARTICLE XIV - HEALTH INSURANCE

Section 1. The Town agrees to continue the present fully paid Health Insurance Plan on behalf of the employees hired prior to January 1, 2010. The Town may switch health insurance carriers, provided prior notice is given to the Union and the Union agrees with the change to the new carrier.

Section 2. New employees shall have the option to select the plan they wish from the plans offered by the Town. All premium increases during the term of this Agreement shall be paid by the Town for those employees hired prior to January 1, 2010.

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

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

Section 5. Effective January 1, 1986, the Town shall provide 100% of the cost of health insurance to employees who retire on or after January 1, 1986, and hired prior to January 1, 2010 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.

Section 6. All full-time employees hired on or after January 1, 2010 will be required to contribute each year 5% of healthcare premiums applicable to them if their base annual salary is less than \$30,000; 10% of premiums if their base annual salary is from \$30,000 up to \$50,000 and 15% of premiums if their salary is \$50,000 and above. Changes in an employee's base annual salary will subject him/her to a change in their premium contributions.

Section 7. Effective January 1, 2010, all employees hired on or after January 1, 2010 cannot be enrolled as both an employee and dependent of another member whose benefits are administrated by the Town. Employees can either be enrolled as a dependent or carry their own coverage. The opt-out bonus does not apply to an employee claiming to be a dependent under the New York State Health Insurance Program.

Section 8. Effective January 1, 2010, all employees hired on or after January 1, 2010, who opt out or withdraw from health insurance coverage will receive the following premium payment following the completion of one full year without health insurance coverage after the date of withdrawal from health insurance eligibility. The premium payments will be 50% of the least expensive health care premium payments available up to a maximum of \$5,000 for family coverage and \$2,500 for single coverage.

Section 9. Effective January 1, 2010, all incumbent employees hired prior to January 1, 2010, who opt out or withdraw from health insurance coverage will receive the following premium payment following the completion of one full year without health insurance coverage after the date of withdrawal from health insurance eligibility. The premium payments will be 50% of the least expensive health care premium payments in effect on January 1, 2009. The opt-out bonus payment will be frozen at the 2009 premium rate levels (individual and family) during the term of this agreement.

Section 10. Effective January 1, 2010, all new employees must have completed ten (10) years of service with the Town in order to be eligible for Town provided health insurance benefits in retirement. This retirement benefit will be provided on the same basis as during active employment provided the retiree continues to make employee contributions towards benefit premiums. However the effected employee must retire directly into the New York State Retirement System in order to receive this benefit.

ARTICLE XV VACATIONS

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

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

- 1 year of service 10 days
- 2 years of service 18 days
- 3 years of service 20 days
- 4 years of service 22 days
- 5 years of service 25 days

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

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

Employees hired on or after January 1, 2010 will be entitled to vacation as follows:

- 1 year of service 10 days
- 3 years of service or more 15 days
- 5 years of service or more 20 days
- 10 years of service or more . . . 25 days

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 hired before January 1, 2010, shall be entitled to four (4) 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.

All new employees hired on or after January 1, 2010, will receive a total of two (2) personal leave days per year the January 1, following the completion of one year of service. Personal leave days shall not be chargeable to the employee's vacation provided permission is received in advance of such leave.

Permission to be absent must be obtained from the Head of the Department or his/her designee, prior to such absence, and the request should be received by the Head of the Department at least three (3) days prior to the date of intended absence, except in cases of extreme emergency. Such permission shall not be unreasonably withheld.

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

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

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

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

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

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

ARTICLE XVI – HOLIDAYS

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

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

Employees shall receive one (1) guaranteed half day for New Year's Eve.

Section 2. Effective January 1, 2012, the Lincoln's Birthday holiday will be eliminated from the Town's holiday schedule.

Section 3. Effective January 1, 2011, the half-day paid Christmas Eve holiday will be converted to a full paid holiday on the Town's Holiday Observance schedule in lieu of the Good Friday, half-pay holiday observance which will be eliminated.

Section 4. Holiday pay shall be paid at straight time the employee's regular rate. If an employee is required to work on the holiday, he/she shall be paid for the holiday plus a premium pay of double time, and he/she shall not be entitled to further compensation.

Section 5. New employees will receive holiday pay after thirty (30) days of service.

Section 6. 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, Public Safety Enforcement Dispatch, in compliance with existing sick leave provisions. Public Safety Enforcement Dispatch number to be called is 224-5306.

ARTICLE XVII - SICK LEAVE

Section 1. Employees hired prior to January 1, 2010 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 250 days.

Section 2. All employees hired on or after January 1, 2010 will receive 12 paid sick leave days per year. Sick leave will accumulate at one day a month for each month an employee works or is in a full paid status for a majority of that month up to a maximum of 250 days.

Section 3. Upon termination of employment except as noted in Section 4 below, the Town shall pay for up to 150 days of accumulated sick leave.

Section 4. All employees hired on or after January 1, 2010, who subsequently leave the employment of the Town prior to the completion of five (5) years of continuous service will not receive a lump sum payment for unused sick leave.

Section 5. 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 6. Employees with three (3) or more years of service, with twenty (20) sick days in the bank, shall be entitled to four (4) months at one half pay after sick leave has been exhausted, and may be considered for additional one half pay benefits by mutual agreement with the Union.

Section 7. Employees with three (3) or more years of service, who exhaust the benefits under Section 1 and 2, 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 8. 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, Public Safety Enforcement Dispatch. If this procedure is not complied with, the employee will not be paid for such lost time. The Public Safety Enforcement Dispatch number is 224-5306.

Section 9. Upon termination of employment, for any reason except disciplinary and under Section 4 above, an employee shall receive up to the number of days of accumulated sick leave he/she is entitled to under Sections 1 or 2 above, in addition to accumulated vacation time. Such terminal leave will be paid by check from the Town with the last paycheck prior to such termination, or to his/her estate upon his/her death.

ARTICLE 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 Personnel Office with his/her recommendation. Recommendation of Department Head shall not be unreasonably withheld.

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

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's funeral leave, with pay, for death in other than the immediate family, to wit: aunt, uncle, niece, nephew, cousin, but such leave shall not exceed one (1) working day.

ARTICLE 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, the employee pays over to the Town payment received for jury duty allowance.

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

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

ARTICLE 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 or twelve (12) days depending on date of hire, and shall begin to earn vacation credit, based on the employee's length of service with the Town.

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

ARTICLE 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 the leave, and indicate in the application the date he/she will return to work.

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

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

ARTICLE 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 payments from an employee's gross salary and remit to the employee the difference between the employee's regular gross salary and the compensation award on a regular weekly basis up to fifty-two (52) weeks.

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

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

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

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

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

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

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

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

The Town retains the option to request the insurance carrier to remit compensation payments directly to the employee, in which case the Town will deduct the compensation payment from an employee's gross salary and remit to the employee the difference between the employee's regular gross salary and the compensation award 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 Workers' Compensation Settlement Award or agrees in writing to have his/her salary reduced by an amount agreed to with the Town to pay for such sick day(s). The employee will be credited with sick days equal in value to the dollar amount of the Workers' Compensation settlement award assigned to the Town or dollar amount by which the employee chooses to reduce his/her salary.

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

ARTICLE 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 lay off, i.e., the last person terminated, first one rehired.

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

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

ARTICLE 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.

Seniority shall not entitle said employee to selections of a work site.

For purposes of promotion, pick of shifts and days off, seniority shall be time in a classification within a department.

Lay-off 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 send 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 applications 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 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 employees.

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 advise 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: Effective January 1, 2012, full-time employees, who are specifically required by the Town to wear a quasi-military uniform in the performance of their duties, shall receive a maintenance and cleaning allowance of \$450 per year. The monies shall be paid half in January and half in July of any given year. This policy covers employees employed in the following titles: Guard, Senior Guard, Park Ranger I, Park Ranger II, Airport Security Guard, Senior Airport Security Guard, Harbormanger, Animal Control Officer I, Animal Control Officer II, Harbormaster II, Harbormaster III, Chief Harbormanager, Bay Constable and Taxi and Tow Truck License Safety Inspector, Vehicle Recovery Specialist, and Public Safety Dispatcher I.

Effective January 1, 2012, the annual uniform for full-time employees will receive the annual maintenance and cleaning allowance of \$450 per year paid in two installments (January and July of any given year) will include the titles of Hazardous Material Coordinator, Airport Fire Safety Officer, Airport Fire Safety Officer Trainee, Senior Airport Fire Safety Officer and Chief Airport Fire Safety Officer.

Section 3: Mechanics shall be provided with eleven (11) uniforms, in addition, mechanic shall be provided one (1) cleaning pick-up 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 know 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 (4) members, two (2) of whom shall be appointed by the Town and two (2) by the Union.

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

ARTICLE 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 UPSEU, 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(s) 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 UPSEU 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 a designee, will hold a hearing within ten (10) working days of the receipt of the grievance. The impartial arbitrator will give an answer, in writing, within fifteen (15) working days of the close of the hearings, to the employee(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 procedure for selection from the panel of arbitrators will be governed under the expedited and non-expedited procedure under Appendix D.

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. Any side letters that were agreed to and attached to the Settlement Agreement dated July 19, 2011 will be considered to be part of this collective bargaining agreement.

Section 4. 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 THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

Section 5. 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 PLAN

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

ARTICLE XLIV - TERM OF AGREEMENT

This Agreement shall be effective January 1, 2008, through December 31, 2013.

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

Town of Islip



By: _____
Phil Nolan, Supervisor

United Public Service Employee Union



By: _____
Kevin Boyle, President

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
Harbormaster I

Laborer II
Maintenance Mechanic I
Minibus Driver
Scale Operator
Senior Guard

LEVEL 3

Guard III

LEVEL 4

Animal Control Officer I
Automotive Body Mechanic
Automotive Mechanic II
Guard II

Maintenance Mechanic II
Warehouse Worker II
Public Safety Dispatcher I
Senior Citizen Bus Service
Supervisor

LEVEL 5

Automotive Parts Clerk
Courier
Heavy Equipment Operator

Assistant Airport Lighting
Specialist

LEVEL 6

Warehouse Worker III

LEVEL 7

Airport Lighting Specialist
Airport Maintenance Mechanic
Airport Security Guard
Automotive Mechanic III (Diesel)
Construction Equipment Operator
Taxi & Tow Truck License Safety Inspector

Maintenance Mechanic III
Park Ranger I
Tree Trimmer I
Water Treatment Plant
Operator 2B

LEVEL 8

Animal Control Officer II
Custodial Worker III
Groundskeeper III
Labor Crew Leader
Hazardous Material Coordinator
Highway Labor Crew Leader
Waterways Maintenance Mechanic II

Maintenance Mechanic IV
Sr. Airport Fire Safety Officer
Sr. Airport Security Guard
Sr. Guard (Prior to 7/1/89)
Town Investigator
Veterinary Technician

LEVEL 9

Bay Constable II
Highway Maintenance Crew Leader
Highway Construction Supervisor
Highway Project Supervisor
Harbormaster II/III
Waterways Maintenance Mechanic III

Park Ranger II
Senior Town Investigator
Tree Trimmer II

LEVEL 10

Automotive Mechanic IV (Diesel)
Chief Harbormaster
Custodial Worker IV
Groundskeeper III (Coordinator)
Sanitation Site Crew Leader

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

LEVEL 11

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

Airport Custodial Supervisor
Principle Airport Security Guard

**SCHEDULE B-1
BLUE COLLAR SALARY SCHEDULES**

BLUE COLLAR SALARY SCHEDULE EFFECTIVE JANUARY 1, 2010
WITH 2% INCREASE

LEVEL	STEP 1	NIGHT DIFF.	STEP 2	NIGHT DIFF.	STEP 3	NIGHT DIFF	TOP OF GRADE	NIGHT DIFF.
1	\$ 22,912.00	\$ 1.08	\$ 25,522.00	\$ 1.20	\$ 28,827.00	\$ 1.36	\$ 33,471.00	\$ 1.58
2	\$ 30,674.00	\$ 1.45	\$ 33,720.00	\$ 1.59	\$ 36,977.00	\$ 1.74	\$ 45,577.00	\$ 2.15
3	\$ 31,719.00	\$ 1.50	\$ 34,849.00	\$ 1.64	\$ 38,269.00	\$ 1.80	\$ 47,204.00	\$ 2.22
4	\$ 32,676.00	\$ 1.54	\$ 35,893.00	\$ 1.69	\$ 39,354.00	\$ 1.85	\$ 48,494.00	\$ 2.29
5	\$ 32,886.00	\$ 1.55	\$ 36,101.00	\$ 1.70	\$ 39,607.00	\$ 1.87	\$ 48,869.00	\$ 2.30
6	\$ 33,432.00	\$ 1.58	\$ 36,684.00	\$ 1.73	\$ 40,232.00	\$ 1.90	\$ 49,753.00	\$ 2.35
7	\$ 34,805.00	\$ 1.64	\$ 38,230.00	\$ 1.80	\$ 41,901.00	\$ 1.97	\$ 51,707.00	\$ 2.44
8	\$ 36,433.00	\$ 1.72	\$ 40,025.00	\$ 1.89	\$ 43,908.00	\$ 2.07	\$ 55,946.00	\$ 2.64
9	\$ 37,731.00	\$ 1.78	\$ 41,442.00	\$ 1.95	\$ 45,491.00	\$ 2.14	\$ 57,768.00	\$ 2.72
10	\$ 39,063.00	\$ 1.84	\$ 42,863.00	\$ 2.02	\$ 47,077.00	\$ 2.22	\$ 59,771.00	\$ 2.82
11	\$ 51,070.00	\$ 2.41	\$ 56,026.00	\$ 2.64	\$ 61,518.00	\$ 2.90	\$ 67,344.00	\$ 3.17

BLUE COLLAR SALARY SCHEDULE EFFECTIVE JANUARY 1, 2011
WITH 1.25% INCREASE

LEVEL	STEP 1	NIGHT DIFF.	STEP 2	NIGHT DIFF.	STEP 3	NIGHT DIFF	TOP OF GRADE	NIGHT DIFF.
1	\$ 23,198.00	\$ 1.08	\$ 25,841.00	\$ 1.20	\$ 29,187.00	\$ 1.36	\$ 33,889.00	\$ 1.58
2	\$ 31,057.00	\$ 1.45	\$ 34,142.00	\$ 1.59	\$ 37,439.00	\$ 1.74	\$ 46,147.00	\$ 2.15
3	\$ 32,115.00	\$ 1.50	\$ 35,285.00	\$ 1.64	\$ 38,747.00	\$ 1.80	\$ 47,794.00	\$ 2.22
4	\$ 33,084.00	\$ 1.54	\$ 36,342.00	\$ 1.69	\$ 39,846.00	\$ 1.85	\$ 49,100.00	\$ 2.29
5	\$ 33,297.00	\$ 1.55	\$ 36,552.00	\$ 1.70	\$ 40,102.00	\$ 1.87	\$ 49,480.00	\$ 2.30
6	\$ 33,850.00	\$ 1.58	\$ 37,143.00	\$ 1.73	\$ 40,735.00	\$ 1.90	\$ 50,375.00	\$ 2.35
7	\$ 35,240.00	\$ 1.64	\$ 38,708.00	\$ 1.80	\$ 42,425.00	\$ 1.97	\$ 52,353.00	\$ 2.44
8	\$ 36,888.00	\$ 1.72	\$ 40,525.00	\$ 1.89	\$ 44,457.00	\$ 2.07	\$ 56,645.00	\$ 2.64
9	\$ 38,203.00	\$ 1.78	\$ 41,960.00	\$ 1.95	\$ 46,060.00	\$ 2.14	\$ 58,490.00	\$ 2.72
10	\$ 39,551.00	\$ 1.84	\$ 43,399.00	\$ 2.02	\$ 47,665.00	\$ 2.22	\$ 60,518.00	\$ 2.82
11	\$ 51,708.00	\$ 2.41	\$ 56,726.00	\$ 2.64	\$ 62,287.00	\$ 2.90	\$ 68,186.00	\$ 3.17

BLUE COLLAR SALARY SCHEDULE EFFECTIVE JULY 1, 2012
WITH 1.25% INCREASE

LEVEL	STEP 1	NIGHT DIFF.	STEP 2	NIGHT DIFF.	STEP 3	NIGHT DIFF.	TOP OF GRADE	NIGHT DIFF.
1	\$ 24,138.00	\$ 1.08	\$ 26,888.00	\$ 1.20	\$ 30,370.00	\$ 1.36	\$ 35,263.00	\$ 1.58
2	\$ 32,316.00	\$ 1.45	\$ 35,527.00	\$ 1.59	\$ 38,957.00	\$ 1.74	\$ 48,018.00	\$ 2.15
3	\$ 33,417.00	\$ 1.50	\$ 36,715.00	\$ 1.64	\$ 40,317.00	\$ 1.80	\$ 49,731.00	\$ 2.22
4	\$ 34,425.00	\$ 1.54	\$ 37,815.00	\$ 1.69	\$ 41,461.00	\$ 1.85	\$ 51,091.00	\$ 2.29
5	\$ 34,647.00	\$ 1.55	\$ 38,034.00	\$ 1.70	\$ 41,727.00	\$ 1.87	\$ 51,486.00	\$ 2.30
6	\$ 35,222.00	\$ 1.58	\$ 38,648.00	\$ 1.73	\$ 42,386.00	\$ 1.90	\$ 52,417.00	\$ 2.35
7	\$ 36,669.00	\$ 1.64	\$ 40,277.00	\$ 1.80	\$ 44,144.00	\$ 1.97	\$ 54,475.00	\$ 2.44
8	\$ 38,383.00	\$ 1.72	\$ 42,168.00	\$ 1.89	\$ 46,259.00	\$ 2.07	\$ 58,941.00	\$ 2.64
9	\$ 39,752.00	\$ 1.78	\$ 43,661.00	\$ 1.95	\$ 47,928.00	\$ 2.14	\$ 60,860.00	\$ 2.72
10	\$ 41,154.00	\$ 1.84	\$ 45,158.00	\$ 2.02	\$ 49,597.00	\$ 2.22	\$ 62,970.00	\$ 2.82
11	\$ 53,803.00	\$ 2.41	\$ 59,026.00	\$ 2.64	\$ 64,812.00	\$ 2.90	\$ 70,950.00	\$ 3.17

BLUE COLLAR SALARY SCHEDULE EFFECTIVE JANUARY 1, 2012
WITH 1.50% INCREASE

LEVEL	STEP 1	NIGHT DIFF.	STEP 2	NIGHT DIFF.	STEP 3	NIGHT DIFF	TOP OF GRADE	NIGHT DIFF.
1	\$ 23,840.00	\$ 1.08	\$ 26,556.00	\$ 1.20	\$ 29,995.00	\$ 1.36	\$ 34,828.00	\$ 1.58
2	\$ 31,917.00	\$ 1.45	\$ 35,088.00	\$ 1.59	\$ 38,476.00	\$ 1.74	\$ 47,425.00	\$ 2.15
3	\$ 33,004.00	\$ 1.50	\$ 36,262.00	\$ 1.64	\$ 39,819.00	\$ 1.80	\$ 49,117.00	\$ 2.22
4	\$ 34,000.00	\$ 1.54	\$ 37,348.00	\$ 1.69	\$ 40,949.00	\$ 1.85	\$ 50,460.00	\$ 2.29
5	\$ 34,219.00	\$ 1.55	\$ 37,564.00	\$ 1.70	\$ 41,212.00	\$ 1.87	\$ 50,850.00	\$ 2.30
6	\$ 34,787.00	\$ 1.58	\$ 38,171.00	\$ 1.73	\$ 41,863.00	\$ 1.90	\$ 51,770.00	\$ 2.35
7	\$ 36,216.00	\$ 1.64	\$ 39,780.00	\$ 1.80	\$ 43,599.00	\$ 1.97	\$ 53,802.00	\$ 2.44
8	\$ 37,909.00	\$ 1.72	\$ 41,647.00	\$ 1.89	\$ 45,688.00	\$ 2.07	\$ 58,213.00	\$ 2.64
9	\$ 39,261.00	\$ 1.78	\$ 43,122.00	\$ 1.95	\$ 47,336.00	\$ 2.14	\$ 60,109.00	\$ 2.72
10	\$ 40,646.00	\$ 1.84	\$ 44,600.00	\$ 2.02	\$ 48,985.00	\$ 2.22	\$ 62,193.00	\$ 2.82
11	\$ 53,139.00	\$ 2.41	\$ 58,297.00	\$ 2.64	\$ 64,012.00	\$ 2.90	\$ 70,074.00	\$ 3.17

BLUE COLLAR SALARY SCHEDULE EFFECTIVE JULY 1, 2011
WITH 1.25% INCREASE

LEVEL	STEP 1	NIGHT DIFF.	STEP 2	NIGHT DIFF.	STEP 3	NIGHT DIFF	TOP OF GRADE	NIGHT DIFF.
1	\$ 23,488.00	\$ 1.08	\$ 26,164.00	\$ 1.20	\$ 29,552.00	\$ 1.36	\$ 34,313.00	\$ 1.58
2	\$ 31,445.00	\$ 1.45	\$ 34,569.00	\$ 1.59	\$ 37,907.00	\$ 1.74	\$ 46,724.00	\$ 2.15
3	\$ 32,516.00	\$ 1.50	\$ 35,726.00	\$ 1.64	\$ 39,231.00	\$ 1.80	\$ 48,391.00	\$ 2.22
4	\$ 33,498.00	\$ 1.54	\$ 36,796.00	\$ 1.69	\$ 40,344.00	\$ 1.85	\$ 49,714.00	\$ 2.29
5	\$ 33,713.00	\$ 1.55	\$ 37,009.00	\$ 1.70	\$ 40,603.00	\$ 1.87	\$ 50,099.00	\$ 2.30
6	\$ 34,273.00	\$ 1.58	\$ 37,607.00	\$ 1.73	\$ 41,244.00	\$ 1.90	\$ 51,005.00	\$ 2.35
7	\$ 35,681.00	\$ 1.64	\$ 39,192.00	\$ 1.80	\$ 42,955.00	\$ 1.97	\$ 53,007.00	\$ 2.44
8	\$ 37,349.00	\$ 1.72	\$ 41,032.00	\$ 1.89	\$ 45,013.00	\$ 2.07	\$ 57,353.00	\$ 2.64
9	\$ 38,681.00	\$ 1.78	\$ 42,485.00	\$ 1.95	\$ 46,636.00	\$ 2.14	\$ 59,221.00	\$ 2.72
10	\$ 40,045.00	\$ 1.84	\$ 43,941.00	\$ 2.02	\$ 48,261.00	\$ 2.22	\$ 61,274.00	\$ 2.82
11	\$ 52,354.00	\$ 2.41	\$ 57,435.00	\$ 2.64	\$ 63,066.00	\$ 2.90	\$ 69,038.00	\$ 3.17

BLUE COLLAR SALARY SCHEDULE EFFECTIVE JANUARY 1, 2013
WITH 1.25% INCREASE

LEVEL	STEP 1	NIGHT DIFF.	STEP 2	NIGHT DIFF.	STEP 3	NIGHT DIFF	TOP OF GRADE	NIGHT DIFF.
1	\$ 24,440.00	\$ 1.08	\$ 27,224.00	\$ 1.20	\$ 30,750.00	\$ 1.36	\$ 35,704.00	\$ 1.58
2	\$ 32,720.00	\$ 1.45	\$ 35,971.00	\$ 1.59	\$ 39,444.00	\$ 1.74	\$ 48,618.00	\$ 2.15
3	\$ 33,835.00	\$ 1.50	\$ 37,174.00	\$ 1.64	\$ 40,821.00	\$ 1.80	\$ 50,353.00	\$ 2.22
4	\$ 34,855.00	\$ 1.54	\$ 38,288.00	\$ 1.69	\$ 41,979.00	\$ 1.85	\$ 51,730.00	\$ 2.29
5	\$ 35,080.00	\$ 1.55	\$ 38,509.00	\$ 1.70	\$ 42,249.00	\$ 1.87	\$ 52,130.00	\$ 2.30
6	\$ 35,662.00	\$ 1.58	\$ 39,131.00	\$ 1.73	\$ 42,916.00	\$ 1.90	\$ 53,072.00	\$ 2.35
7	\$ 37,127.00	\$ 1.64	\$ 40,780.00	\$ 1.80	\$ 44,696.00	\$ 1.97	\$ 55,156.00	\$ 2.44
8	\$ 38,863.00	\$ 1.72	\$ 42,695.00	\$ 1.89	\$ 46,837.00	\$ 2.07	\$ 59,678.00	\$ 2.64
9	\$ 40,249.00	\$ 1.78	\$ 44,207.00	\$ 1.95	\$ 48,327.00	\$ 2.14	\$ 61,621.00	\$ 2.72
10	\$ 41,668.00	\$ 1.84	\$ 45,722.00	\$ 2.02	\$ 50,217.00	\$ 2.22	\$ 63,757.00	\$ 2.82
11	\$ 54,476.00	\$ 2.41	\$ 59,764.00	\$ 2.64	\$ 65,622.00	\$ 2.90	\$ 71,837.00	\$ 3.17

BLUE COLLAR SALARY SCHEDULE EFFECTIVE JULY 1, 2013
WITH 1.75% INCREASE

LEVEL	STEP 1	NIGHT DIFF.	STEP 2	NIGHT DIFF.	STEP 3	NIGHT DIFF.	TOP OF GRADE	NIGHT DIFF.
1	\$ 24,868.00	\$ 1.08	\$ 27,700.00	\$ 1.20	\$ 31,288.00	\$ 1.36	\$ 36,329.00	\$ 1.58
2	\$ 33,293.00	\$ 1.45	\$ 36,600.00	\$ 1.59	\$ 40,134.00	\$ 1.74	\$ 49,469.00	\$ 2.15
3	\$ 34,427.00	\$ 1.50	\$ 37,825.00	\$ 1.64	\$ 41,535.00	\$ 1.80	\$ 51,234.00	\$ 2.22
4	\$ 35,465.00	\$ 1.54	\$ 38,958.00	\$ 1.69	\$ 42,714.00	\$ 1.85	\$ 52,635.00	\$ 2.29
5	\$ 35,694.00	\$ 1.55	\$ 39,183.00	\$ 1.70	\$ 42,988.00	\$ 1.87	\$ 53,042.00	\$ 2.30
6	\$ 36,286.00	\$ 1.58	\$ 39,816.00	\$ 1.73	\$ 43,667.00	\$ 1.90	\$ 54,001.00	\$ 2.35
7	\$ 37,777.00	\$ 1.64	\$ 41,494.00	\$ 1.80	\$ 45,478.00	\$ 1.97	\$ 56,121.00	\$ 2.44
8	\$ 39,543.00	\$ 1.72	\$ 43,442.00	\$ 1.89	\$ 47,657.00	\$ 2.07	\$ 60,722.00	\$ 2.64
9	\$ 40,953.00	\$ 1.78	\$ 44,981.00	\$ 1.95	\$ 49,376.00	\$ 2.14	\$ 62,699.00	\$ 2.72
10	\$ 42,397.00	\$ 1.84	\$ 46,522.00	\$ 2.02	\$ 51,096.00	\$ 2.22	\$ 64,873.00	\$ 2.82
11	\$ 55,429.00	\$ 2.41	\$ 60,810.00	\$ 2.64	\$ 66,770.00	\$ 2.90	\$ 73,094.00	\$ 3.17

SCHEDULE B-2 BLUE COLLAR SALARY SCHEDULES

SCHEDULE B2

AIRPORT FIRE SAFETY OFFICER/TRAINEE

	January 1, 2010	NIGHT	DIFF	January 1, 2011	NIGHT	DIFF	July 1, 2011	1.25% Increase	NIGHT	DIFF	January 1, 2012	1.50% Increase	NIGHT	DIFF	July 1, 2012	1.25% Increase	NIGHT	DIFF	January 1, 2013	1.25% Increase	NIGHT	DIFF	July 1, 2013	1.75% Increase	NIGHT	DIFF	
2% Increase	\$ 32,640.00	\$ 1.54	\$ 33,048.00	\$ 1.54	\$ 33,461.00	\$ 1.54	\$ 33,963.00	\$ 1.54	\$ 34,469.00	\$ 1.54	\$ 34,976.00	\$ 1.54	\$ 35,483.00	\$ 1.54	\$ 35,990.00	\$ 1.54	\$ 36,497.00	\$ 1.54	\$ 37,004.00	\$ 1.54	\$ 37,511.00	\$ 1.54	\$ 38,018.00	\$ 1.54	\$ 38,525.00	\$ 1.54	\$ 39,032.00
Trainee	\$ 32,640.00	\$ 1.54	\$ 33,048.00	\$ 1.54	\$ 33,461.00	\$ 1.54	\$ 33,963.00	\$ 1.54	\$ 34,469.00	\$ 1.54	\$ 34,976.00	\$ 1.54	\$ 35,483.00	\$ 1.54	\$ 35,990.00	\$ 1.54	\$ 36,497.00	\$ 1.54	\$ 37,004.00	\$ 1.54	\$ 37,511.00	\$ 1.54	\$ 38,018.00	\$ 1.54	\$ 38,525.00	\$ 1.54	\$ 39,032.00

AIRPORT FIRE SAFETY OFFICER

	January 1, 2010	NIGHT	DIFF	January 1, 2011	NIGHT	DIFF	July 1, 2011	1.25% Increase	NIGHT	DIFF	January 1, 2012	1.50% Increase	NIGHT	DIFF	July 1, 2012	1.25% Increase	NIGHT	DIFF	January 1, 2013	1.25% Increase	NIGHT	DIFF	July 1, 2013	1.75% Increase	NIGHT	DIFF	
2% Increase	\$ 35,160.00	\$ 1.66	\$ 35,600.00	\$ 1.66	\$ 36,045.00	\$ 1.66	\$ 36,586.00	\$ 1.66	\$ 37,127.00	\$ 1.66	\$ 37,668.00	\$ 1.66	\$ 38,209.00	\$ 1.66	\$ 38,750.00	\$ 1.66	\$ 39,291.00	\$ 1.66	\$ 39,832.00	\$ 1.66	\$ 40,373.00	\$ 1.66	\$ 40,914.00	\$ 1.66	\$ 41,455.00	\$ 1.66	\$ 41,996.00
Step 1	\$ 35,160.00	\$ 1.66	\$ 35,600.00	\$ 1.66	\$ 36,045.00	\$ 1.66	\$ 36,586.00	\$ 1.66	\$ 37,127.00	\$ 1.66	\$ 37,668.00	\$ 1.66	\$ 38,209.00	\$ 1.66	\$ 38,750.00	\$ 1.66	\$ 39,291.00	\$ 1.66	\$ 39,832.00	\$ 1.66	\$ 40,373.00	\$ 1.66	\$ 40,914.00	\$ 1.66	\$ 41,455.00	\$ 1.66	\$ 41,996.00
Step 2	\$ 38,262.00	\$ 1.80	\$ 38,741.00	\$ 1.80	\$ 39,225.00	\$ 1.80	\$ 39,813.00	\$ 1.80	\$ 40,401.00	\$ 1.80	\$ 40,989.00	\$ 1.80	\$ 41,577.00	\$ 1.80	\$ 42,165.00	\$ 1.80	\$ 42,753.00	\$ 1.80	\$ 43,341.00	\$ 1.80	\$ 43,929.00	\$ 1.80	\$ 44,517.00	\$ 1.80	\$ 45,105.00	\$ 1.80	\$ 45,693.00
Step 3	\$ 40,331.00	\$ 1.90	\$ 40,835.00	\$ 1.90	\$ 41,345.00	\$ 1.90	\$ 41,966.00	\$ 1.90	\$ 42,587.00	\$ 1.90	\$ 43,208.00	\$ 1.90	\$ 43,829.00	\$ 1.90	\$ 44,450.00	\$ 1.90	\$ 45,071.00	\$ 1.90	\$ 45,692.00	\$ 1.90	\$ 46,313.00	\$ 1.90	\$ 46,934.00	\$ 1.90	\$ 47,555.00	\$ 1.90	\$ 48,176.00
Step 4	\$ 42,399.00	\$ 2.00	\$ 42,929.00	\$ 2.00	\$ 43,466.00	\$ 2.00	\$ 44,118.00	\$ 2.00	\$ 44,669.00	\$ 2.00	\$ 45,220.00	\$ 2.00	\$ 45,771.00	\$ 2.00	\$ 46,322.00	\$ 2.00	\$ 46,873.00	\$ 2.00	\$ 47,424.00	\$ 2.00	\$ 47,975.00	\$ 2.00	\$ 48,526.00	\$ 2.00	\$ 49,077.00	\$ 2.00	\$ 49,628.00
Step 5	\$ 45,577.00	\$ 2.15	\$ 46,146.00	\$ 2.15	\$ 46,723.00	\$ 2.15	\$ 47,424.00	\$ 2.15	\$ 48,017.00	\$ 2.15	\$ 48,610.00	\$ 2.15	\$ 49,203.00	\$ 2.15	\$ 49,796.00	\$ 2.15	\$ 50,389.00	\$ 2.15	\$ 50,982.00	\$ 2.15	\$ 51,575.00	\$ 2.15	\$ 52,168.00	\$ 2.15	\$ 52,761.00	\$ 2.15	\$ 53,354.00
Step 6	\$ 48,494.00	\$ 2.29	\$ 49,100.00	\$ 2.29	\$ 49,714.00	\$ 2.29	\$ 50,459.00	\$ 2.29	\$ 51,090.00	\$ 2.29	\$ 51,721.00	\$ 2.29	\$ 52,352.00	\$ 2.29	\$ 52,983.00	\$ 2.29	\$ 53,614.00	\$ 2.29	\$ 54,245.00	\$ 2.29	\$ 54,876.00	\$ 2.29	\$ 55,507.00	\$ 2.29	\$ 56,138.00	\$ 2.29	\$ 56,769.00
Top of Grade	\$ 51,707.00	\$ 2.44	\$ 52,353.00	\$ 2.44	\$ 53,008.00	\$ 2.44	\$ 53,803.00	\$ 2.44	\$ 54,475.00	\$ 2.44	\$ 55,147.00	\$ 2.44	\$ 55,819.00	\$ 2.44	\$ 56,491.00	\$ 2.44	\$ 57,163.00	\$ 2.44	\$ 57,835.00	\$ 2.44	\$ 58,507.00	\$ 2.44	\$ 59,179.00	\$ 2.44	\$ 59,851.00	\$ 2.44	\$ 60,523.00

10/31/2011

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.

SCHEDULE D

Process for Arbitration:

- A. Panel of Arbitrators:** The parties agree to the following panel of Arbitrators:
1. Howard Edelman
 2. David Hyland
 3. Stuart Lipkind
 4. Roger Maher
 5. Jack D. Tillem
- B. Expedited Arbitration:** The parties agree to Expedited Arbitration of specific grievances upon mutual consent of the Town and the Union. Expedited Arbitration shall be heard and decided by E. David Hyland and Stuart Lipkind accordingly to the following:
1. A maximum of six (6) grievances shall be arbitrated before the arbitrator on one (1) day, with the understanding the Arbitrator will charge his fee for one (1) day of hearing for all arbitrations heard on that date.
 2. The parties may agree to submit disputes to the Arbitrator without witnesses or limit the number of witnesses allowed to be called by each party.

3. The parties shall give oral summations of their cases and no written closing arguments or briefs will be permitted.
 4. The Arbitrator shall issue a written Award on each grievance without and opinion within fifteen (15) calendar days of the date of the hearing.
 5. Expedited Arbitration Awards shall be non-precedent setting and may not be presented or relied upon by either party in any other grievance proceedings or arbitrations.
 6. The Arbitrator shall be limited to charging one day's fee for writing all of the Awards for all grievances heard on a single day.
 7. The fee for an Expedited Arbitration day shall be a maximum of \$1,000.
 8. The Expedited hearing days will be assigned to Arbitrator's Hyland and Lipkind on a rotating basis.
 9. Upon submission of a grievance to the Expedited Arbitration proceed, a party has ten (10) workdays to object to the grievance being heard in Expedited Arbitration. Absent an objection within ten (10) workday period, the arbitration will be deemed submitted to Expedited Arbitration upon mutual consent.
 10. The parties will agree upon the first six (6) grievances to be submitted to Expedited Arbitration within ten (10) days of this Stipulation of Agreement, to be heard within thirty (30) days of this Stipulation of Agreement subject to arbitrator availability.
- C. Non-Expedited Arbitration:** The parties agree that all grievances other than those mutually agreed to by the parties to be held on an expedited basis shall be heard and determined by Arbitrators Howard C. Edelman, Roger E. Maher and Jack D. Tillem on a rotating basis. Such arbitrations shall be held in accordance with the Rules of the American Arbitration Association for Voluntary Grievance Arbitration. None of the rules agreed for Expedited Arbitration shall apply.
- D. Replacement of Arbitrators**
- E.** In the event that any Arbitrator is unwilling or unable to serve, the parties shall mutually agree to a replacement arbitrator.
1. The Town or Union shall have the right to remove any of the Arbitrators from the Panel without cause on or after April 1, 2010 by notifying the other party in writing. The Arbitrator will be removed immediately and no longer

eligible to hear or decide any grievances which have not already been submitted for a decision. The parties shall mutually agree upon an arbitrator to replace the removed individual.

F. Costs

1. The cost of arbitration shall be split evenly between the parties.
2. Each party will be responsible for its own costs.

G. Location

1. The location for arbitrations shall alternate between locations of mutual convenience, as selected on a rotational basis by the Union and the Town. The location will be selected at the time of scheduling. The parties agree that the Union's offices on Long Island and Islip Town Hall qualify as locations of mutual convenience for arbitration.

TOWN OF ISLIP

By: 
PHIL NOLAN, SUPERVISOR

UNITED PUBLIC EMPLOYEES UNION

By: 
KEVIN BOYLE, PRESIDENT



**Town of Islip
655 Main Street
Islip NY 11751**

TOWN BOARD

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United Public Service Employees Union

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