

**CONTRACT AGREEMENT**

**between the**

**EAST ISLIP UNION FREE SCHOOL  
DISTRICT**

**and the**

**EAST ISLIP TEACHERS'  
ASSOCIATION**

**for**

**SECURITY GUARD UNIT**

**JULY 1, 2019 – JUNE 30, 2024**

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## ARTICLE I - RECOGNITION

### A. Certification of Unit

The East Islip Union Free School District ("District"), in order to recognize the East Islip Teachers' Association ("EITA") as the exclusive representative of the Security Guard Unit, has required satisfactory evidence that the EITA in fact represents a majority of such employees. Such evidence is in the form of a statement of certification issued by the Public Employment Relations Board and forwarded to the EITA and the District on or about October 9, 1997.

### B. Composition of Unit

The District hereby recognizes the East Islip Teachers' Association as the official negotiating agent for all licensed Security Guards, including Armed Guards and Senior Guards, except for the Security Guard Coordinator.

C. In the event the representation status of the Association is challenged, the District will proceed according to the regulations of the Public Employees Relations Board established under the New York State Public Employees Act.

## ARTICLE II - PRINCIPLES

A. Recognition of the Association shall not interfere with or impair the rights of employees under the constitution or laws of the State of New York.

B. In the event that any term or provision of the Agreement is contrary to any provision 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.

C. The Association or the District will not change the conditions set forth in this Agreement in any way, and negotiations will not be reopened during the life of this Agreement, unless mutually agreed. However, representatives of the Association and representatives of the District may hold periodic discussion.

D. Both parties to this Agreement recognize their responsibility to at all times act in good faith in carrying out any and all provisions of the Agreement.

E. The Association recognizes the right of the Board and Administration to direct and control management policies subject to the obligations of the Agreement. The Board and Administration agree that the Association will be consulted prior to the adoption of any policy that directly affects members of the Security Guard Unit. Employees will cooperate with management in conformity with the obligations of this Agreement to facilitate effective operation.

F. The legal rights inherent in the New York State Law are in no way abridged by this Agreement. Individuals may present their views and recommendations to the Board at regularly scheduled meetings of the Board or to the Administration at other times, but they may not negotiate any matters with the District. The Association shall be given the opportunity to present its views on any matters contained in this Agreement at regularly scheduled meetings of the Board of Education.

### ARTICLE III - PROCEDURES FOR NEGOTIATIONS

A. No later than February 15<sup>th</sup> preceding June of the final year of this Agreement or any other mutually agreed date, the Association and the District shall enter into negotiations for the following school year or years. The District representatives will continue to meet with the designated representatives of the Association until agreement has been reached on the times listed below:

1. Rights of the Security Guard
2. Rights of the Association
3. Definitions of Security Guard Categories
4. Working Conditions
5. Salary and Fringe Benefits
6. Guard Training
7. Evaluation of Security Guards

B. Both parties agree to adhere to the provisions, procedures, and rules of the Taylor Law during the negotiation process.

C. Negotiations for a new contract may be initiated at the written request of the District or the Association. The request shall specify the matter or matters to be negotiated. The meeting date, time and place shall be mutually agreed upon. At all times the parties to this Agreement shall negotiate in good faith effort to reach accord.

D. Negotiations will continue at least once every two weeks, unless mutually agreed otherwise, from the initial request thereafter until the matter or matters being negotiated have been resolved by agreement, or until impasse is declared.

E. The parties agree that, during the period of negotiations and prior to reaching an agreement to be submitted to the Board and the Association, the proceedings of the negotiations shall remain confidential with the Board, the Association, the negotiators, and their advisors. When an impasse has been declared, according to the provisions of the Public Employment Act, the matter or matters need not remain confidential.

F. All agreements are tentative until final agreement is reached on the entire contract. When tentative agreement is reached covering all the areas being negotiated, the Agreement will be reduced in writing to contract language and submitted to the Association and to the board for approval and/or ratification. Within then (10) calendar days from the date of agreement the negotiators, the Association and the board shall

take ratification and or approval action on the agreement and the parties shall notify each other in writing as to rejection or ratification of the agreement. Following ratification by the Association and by the Board, the Contract Agreement shall become part of the official minutes of the Board of Education.

G. If an impasse is declared in contract negotiations, the impasse shall be resolved by following the machinery as provided in the Public Employees' Fair Employment Act.

H. Employees who are on the negotiation team will not be excused from assigned job responsibilities, unless the District deems it advisable. In such cases, members of the negotiations team will suffer no loss of pay or benefits for time spent negotiating.

#### ARTICLE IV - EMPLOYMENT TIME

A. The Building Principal or immediate supervisor will set the daily work schedule. All members of the Security Guard Unit shall be guaranteed a minimum of sixteen (16) hours of employment for each full (5 day) week that students are scheduled to be in attendance between September 1st and June 30<sup>th</sup>. Additionally, those guards employed to provide regularly scheduled security services during the months of July and August shall receive the same guarantee for those months. This provision shall not be in effect for those unit members who are scheduled for less than 16 hours per week at the time of the ratification of this Agreement. This provision shall be suspended if the members of the Unit are unable to meet any security service scheduling problems created by the implementation of this guarantee. Further, this provision shall be suspended in the event that a guard submits written notice to the District that he/she is unavailable for 16 hours of work.

B. The hours of the various employment assignments shall be set by the Superintendent, or his/her designee, and may vary within the district and individual buildings depending on the need at the time. The District shall schedule each Security Guards working day so that his/her assigned hours are continuous. Effective July 1, 2017, the hourly rates stated therein are up to three (3) hours of work and that the enhanced hourly rate stated therein shall be applicable for over three (3) hours of work.

C. All Security Guards shall be permitted one fifteen (15) minutes break per daily shift for their personal needs and comfort.

D. Security Guards employed five (5) hours or more per day shall be provided lunchtime of not less than thirty (30) minutes exclusive of their employment time. The immediate supervisor with the approval of the building administrator shall designate this lunchtime.

E. Unit members shall be given preference for all security services performed at occasional events scheduled outside the regular school day. Regular employment time for such events shall not exceed four (4) hours. Any services provided after four (4) hours shall be compensated at the rate indicated in this Agreement. Effective July 1,

2017, regular employment time for occasional events shall not exceed three (3) hours and that any services provided after three (3) hours shall be compensated at the rate indicated in this Agreement. If regularly scheduled security guards are assigned to these occasional events, they shall be paid at the occasional event rate. This provision shall be suspended in the event that no members of the unit are available to provide security coverage for the event.

F. A minimum of two (2) security guards shall be assigned district wide to any security shift or occasional event. This provision shall not be in effect between 6AM and 6PM on days in which school is not in session. This provision shall be suspended in the event that two unit members are not available for a particular shift.

ARTICLE V - JOB DESCRIPTION / JOB SECURITY

A. All members of this Unit shall be licensed under New York State regulations. The President of the East Islip Teacher's Association and the Superintendent of schools, or his/her designee, shall mutually develop a job description for members of this unit. At no time shall members be requested to perform any duties that are outside this description. The Association agrees to be available for periodic updating of the job description.

B. Unless no members of this unit are available, the District agrees that it will not subcontract district security services to any commercial business organization or utilize any such service, which may be provided by the Board of Cooperative Educational Services, or similar public agency.

ARTICLE VI - SALARY AND FRINGE BENEFITS

A. Salary Schedule

Year	Hourly Rate
2019-2020	\$21.38/hour
2020-2021	\$22.28/hour
2021-2022	\$23.18/hour
2022-2023	\$24.08/hour
2023-2024	\$25.00/hour

B. The District reserves its right to hire only security guards with police and/or fire work experience.

C. The annual salary for the Senior Guard employed by the District as of December 8, 2020 shall be \$30,000, which shall increase to \$35,000 on January 1, 2021 and shall not be subject to increase for the duration of this Agreement.

D. During those times when a Security Guard carries a firearm during his/her work shift, the hourly rate of pay shall be as follows:

Year	Hourly Rate
2020-2021	\$30.90/hour
2021-2022	\$31.80/hour
2022-2023	\$32.70/hour
2023-2024	\$33.62/hour

E. Occasional Events

1. Up to three (3) hours - \$79.00. Effective July 1, 2021, this rate shall increase to \$85.00.
2. Over three (3) hours - \$22.00 per hour (or major fraction thereof). Effective July 1, 2021, this rate shall increase to \$24.00 per hour.
3. Unit members shall be paid \$26.00 per hour for security duties at community dance recitals held on school property and \$25.00 per hour for FTK functions.

F. Fringe Benefits

1. Workers Compensation

The District will provide Workers Compensation coverage for all Unit members, as provided by law.

2. Training Fees

The District agrees to pay the annual fees for security guard training that is required by New York State for a unit member to maintain his/her license.

3. No guard assigned to a fixed outdoor post in inclement weather shall be denied the use of their private automobile for temporary shelter.

For purposes of this Agreement, inclement weather shall be defined when conditions are the following:

- The wind chill reading, as reported by the National Weather Service at Islip Airport, is below 15 degrees Fahrenheit
- Conditions of moderate rain, sleet or snow

4. Uniform Cleaning Allowance

Unit members shall receive an annual \$225 uniform allowance. Said uniform allowance shall be paid before Christmas in a separate check.

5. Holiday Pay

In the event that a security guard is scheduled to work on Christmas, Thanksgiving, Easter or New Year's Day, the security guard shall be paid time and one-half for such work.

6. Defibrillator Training

All security guards shall be certified to use a defibrillator. The District shall provide paid training to all security guards employed on the date that this Memorandum is ratified by both sides. Employees hired after the ratification date of this Memorandum shall be required to become certified to use a defibrillator on their own and at their own expense within sixty (60) days of their hire date in order to remain employed.

ARTICLE VII - GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the earliest stage possible, the satisfactory resolution of a grievance.
2. Both parties agree that the proceedings will be kept as informal as possible and that all parties will keep the proceedings confidential at all levels. This restriction does not apply to the resolution to the grievance.

B. Definitions

1. A "grievance" is a complaint by a guard, a group of guards or Association representatives, based upon an alleged violation of, or variation from the provisions of this contract, or the interpretation or application thereof.
2. A "party of interest" is:
  - a. The guard or guards filing the grievance.
  - b. A supervisor who might be required to take action.
  - c. A supervisor charged with a violation.
  - d. The Board of Education
  - e. The Association.
3. "Supervisor" means an immediate supervisor, or an administrative or supervisory officer of the school district with immediate responsibility for the matter involved.
4. The "Chief Executive Officer" is the Superintendent of schools, or his/her designee.
5. "Association" shall mean the East Islip Teachers' Association.



6. "Representatives" are the persons designated to make a presentation at any stage of the grievance procedure by the appropriate party as herein provided. The Association and the District shall appoint only one spokesman to make a presentation at each stage of the procedure.
7. "Days" means days that school is in session unless otherwise specified.
8. "Aggrieved party" is the individual guard, group of guards, or Association representatives filing a grievance.
9. "Board of Education" shall mean the duly elected or appointed trustees of the School District.

#### C. Procedures - Filing of Grievance

1. If the matter is not resolved at Step 1, a statement shall be provided to the Superintendent of Schools or his/her designee setting forth:

- a. Name and position of the aggrieved party.
- b. Identity of the contract provisions involved.
- c. Time and place where the alleged events or conditions constituting the grievance occurred.
- d. Identity of the party responsible for causing the said events or conditions, if known to the aggrieved party.
- e. A particularized statement as to how the alleged events or conditions constituting the grievance violates, varies or misinterprets the contract provisions cited.
- f. A statement of the redress sought by the aggrieved party.

2. No records or minutes, stenographic or otherwise, will be kept unless as desired by either party at arbitration.

3. The preparation and the processing of grievances, insofar as practicable, shall be conducted outside the hours of employment. Students shall not be involved in any phase of the grievance procedure, where possible.

4. The District and the Association agree to facilitate any investigation, which may be required, and to make available all non-confidential material and relevant documents, communications and records concerning the alleged grievance.

The District will not be required to create records when in fact they do not exist.

5. The appropriate parties and/or their designated representatives shall have the right at Steps 1 and 2, as hereinafter provided, to a free and candid discussion of the matter at hand. At Step 3, the rules and procedures of the American Arbitration Association will prevail.

6. Either party may request, at its expense, that official minutes be taken and transcribed by a public stenographer of all proceedings at Step 3. If both parties request such transcripts, the district and the aggrieved party shall share the cost equally.

7. No interference, coercion, restraint, discrimination or reprisal of any kind shall be taken against any member of this unit by either party to this Agreement by reason of such grievance or involvement therein.

8. Forms required for the orderly processing of grievances will be jointly developed by the Superintendent of Schools or his/her designee and the Association for the length of this Contract. The Association agrees to have them prepared and distributed so as to facilitate operation of the grievance procedure. The cost of such forms shall be shared equally by the Board of Education and the Association.

9. Copies of all documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participant. Original evidence documents shall be returned to their proper files.

10. Nothing contained herein will be construed as limiting the right of any guard having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted without the intervention of the Association, providing the adjustment is not inconsistent with the terms of this Agreement and has the approval of the President of the Association and the Superintendent of Schools.

11. If any provision of this grievance procedure or any applications thereof to any guard or group of guards in the negotiating unit shall be finally determined by any court to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

12. It is mutually agreed that the Chief Executive Officer shall accumulate and maintain the Official Grievance File, which shall consist of:

- a. Copy of resolution at Step 2, if any.
- b. Copy of request for arbitration and statements as required in Article VII(C)(1)(a)-(f).
- c. Copy of Arbitrator's Decision and Award at Step 3.

13. The existence of the procedure hereby established shall not be deemed to require any guard to pursue the remedies here provided and shall not in any manner impair or limit the right of any guard to pursue any other legal remedies available in any other legal forum.

#### D. Time Limits

1. Since it is important to good relationships that grievances be processed as rapidly as possible, efforts will be made by all parties to expedite this process. The time limits and steps provided hereinafter may be altered or waived by mutual consent.

2. No grievance will be entertained unless filed in the first available step within twenty (20) school days after the appropriate party knew or should have known of the act or conditions on which the grievance is based.

3. Failure to adhere to the limits as herein before or herein after provided by the aggrieved party and or his/her representative shall discontinue the grievance and bar further appeal under this Agreement unless mutually agreed otherwise.

4. Failure to adhere to the limits as hereinafter provided by the Board of Education, its Chief Executive Officer or his/her designee, or its supervisory employees, unless mutually agreed otherwise shall permit the aggrieved party and/or his/her representative to proceed to the next step of the grievance procedure.

5. Any grievance filed between June 1<sup>st</sup> and June 30<sup>th</sup> must reach its conclusion in all stages except arbitration by August 1<sup>st</sup>, unless otherwise mutually agreed.

#### E. Steps

##### 1. Step 1 - Building Level

a. The aggrieved party and/or his/her representative shall have an informal discussion with the immediate supervisor for the purpose of resolution if the matter at hand is within his/her authority, otherwise the matter proceeds directly to Step 2 by request on a form provided for that purpose. The building principal may elect to have a representative present at this informal discussion.

b. No resolution shall be inconsistent with the terms and conditions of this Contract unless agreed to, in writing, by the Association and Superintendent of Schools.

c. If the matter at hand is not resolved within five (5) days after the date of initial discussion, it shall be so stated on a form provided for that purpose that the unresolved matter be brought before the District Level Grievance Panel at the next regularly scheduled meeting.

## 2. Step 2 - District Level Grievance Panel

- a. The District Level Grievance Panel shall be composed of:
  - i. The Superintendent of Schools or his/her designee.
  - ii. The President of the Association or his/her designee.
  - iii. The President of the Security Guards Association

b. The aggrieved party and/or his/her representative at Step 1 and the Supervisor involved shall not in ordinary circumstances be in attendance unless a specific request is made by one or the other which is binding on both or their presence is required by either the Association or the Superintendent of Schools which is also binding on both.

c. If the matter at hand is not resolved, the Association will indicate its acceptance of such resolution, in writing, as soon as possible, with copies to all appropriate parties.

d. If the matter at hand is not resolved, the Association may submit the matter to Arbitration for resolution of the alleged violation of, or variation from the provisions of this contract or the interpretation or application thereof.

e. Failure to proceed to arbitration within ten (10) days after the date of initial discussion at this step will discontinue the grievance and bar further appeal under this Agreement.

## 3. Step 3 – Arbitration

a. The services of the American Arbitration Association will be utilized for the selection of an arbitrator. The rules and procedures will bind the parties of the American Arbitration Association in the selection of an arbitrator.

b. The selected arbitrator will hear the matter promptly and will issue his/her decision no later than thirty (30) days from the date of the close of the hearing, or if oral hearings have been mutually waived then from the date the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions.

c. The decision and award of the Arbitrator shall be advisory upon all parties unless and until the District should reject two decisions and/or awards of the Arbitrator during the term of the contract, at which point all future decisions of the Arbitrator shall be binding upon all parties.

d. The arbitrator will be without power or authority to make any decision that is in violation of the terms of this Agreement nor shall the arbitrator have any power to add to, detract from, or in any way alter the provisions of this Agreement.

e. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement.

f. The arbitrator shall render a Decision and Award based solely on a determination that there has been a violation of a variation from the provisions of this Agreement or interpretation or application thereof.

g. The parties will be bound by the rules and procedures of the American Arbitration Association unless modified by this Agreement.

h. The cost and fees of the American Arbitration Association and of the arbitrator incurred as a result of this procedure shall be borne by the party whom the arbitrator finds in error, and will be so stated in his/her decision. In the event the arbitrator is asked to make a determination on more than one issue, the costs will be allocated on a prorata basis determined by who was declared in error by the arbitrator in each issue. The argument or arguments advanced by either party in support or opposition to an issue or issues will not be used as a basis for any prorata allocation of expense.

#### F. Miscellaneous Procedures

1. The aggrieved party and/or the supervisor may have access to pertinent district records under administrative supervision and may make copies thereof in accordance with Article 6 of New York State Public Officer Law (Freedom of Information Law).

2. No decision, with respect to a grievance, shall require the commission of any act prohibited by law or in violation of the Regulations of the Commissioner of Education or the terms of this Agreement.

### ARTICLE VIII - APPOINTMENTS, ADDITIONAL HOURS

A. During the period of this Agreement, the "District" reserves the right to add new positions and to make appointments and reassignments of personnel in keeping with the regulations of the Suffolk County Civil Service Commission and the terms of this contract.

B. When additional hours (permanent, temporary or special events) become available the District agrees to assign those hours by utilizing the following procedure.

1. The supervisor of security shall maintain a seniority order list of all unit members who are available to work additional hours. The District will measure seniority from the initial date of employment of the guard.

2. In the case of addition of permanent hours (more than 30 days), the District shall post the opening in the Senior High School for at least five school days. Upon conclusion of the interviews of the applicants, these additional hours must be awarded to one of the three most senior unit members who apply.
3. The District agrees to the development, with mutual consent of the President of the East Islip Teachers Association, of a procedure to allocate temporary/special event hours.

C. Whenever vacancies occur, a description shall be forwarded to the designated Association representative detailing desired qualifications.

D. Guards shall have the right to submit a request for a transfer to the Superintendent of Schools. Such request shall be in writing.

E. No guard shall be involuntarily transferred for a period of more than 30 days unless volunteers are first sought for the transfer. Should no guard volunteer, any involuntary transfer shall be made on a seniority basis.

#### ARTICLE IX - EMPLOYEE ASSOCIATION RIGHTS

A. Visitation

Representatives of the Association may visit members of their organization during the time employees are not on duty (Lunch and coffee breaks).

B. Use of Facilities

The Association may use designated areas of school buildings for meetings 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, and State Law.

C. Right of Consultation

The Superintendent of Schools shall consult the Association on all matters of mutual interest and concern to members of the Unit.

D. Right to Post Notices

The Association shall have the right to post notice concerning the activities of the Association on school bulletin boards designated for that purpose by the Building Principal.

E. Policies

One copy of all Board of Education policies pertaining to personnel in this Unit shall be forwarded to the individual designated by the Association.

F. Right to Distribute Materials

The Association may, through its Building Representatives or their designees, distribute materials dealing with the proper and legitimate business of the Association through members' mailboxes if any, and the interschool mail, to the extent consistent with the law.

G. Right to Meet with Board of Education

The Association, at its request, shall be given a place on the agenda of regular meetings of the Board of Education for reports and announcements.

H. Right to Negotiations Information

The Superintendent will comply with requests for non-privileged pertinent information which has been compiled and which will assist the Association in developing proposals and programs for negotiations. Requests for pertinent public records will be made available to the Association.

I. Right of Roster Information

During the month of September of each school year, the Superintendent will provide the Association with a complete listing of members of this Unit, their salaries, school assignments, classifications, steps and seniority.

J. Payroll Deductions

1. The Board agrees that dues for the following Associations will be deducted from payroll at the option of the members unless otherwise specified in the Agreement, EITA Security Guard Chapter and its local, state and national affiliates.

2. The members electing payroll deduction shall complete in full a deduction authorization card.

3. The Association shall certify to the Board of Education in writing the current rate of membership dues for the Association. If this rate should change, the Association shall give the Board thirty (30) days written notice prior to the effective date of such change.

4. The Association shall indemnify and save harmless the School District 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.

5. Deductions referred to in Article IX(J)(1) above will be made in twenty (20) payroll deductions to the individual designated by the Association within ten (10) days following the previous month's payroll deductions.

## ARTICLE X - RIGHTS OF THE SECURITY GUARD

### A. Notice of Employment

Each member of this Unit, who is assigned to provide security services from September to July, shall receive tentative continuance of employment for the next school year no later than June 15<sup>th</sup>.

### B. Right of Membership

Members of the Association shall be entitled to full rights of citizenship, and no religious or political activities outside of employment or the lack thereof shall be grounds for any discipline or discrimination with respect to such persons.

### C. Review of Personnel Folder

Members of this Association may review the contents of their personal evaluation files with the Superintendent or his/her designee at a time mutually convenient, excepting however, all confidential references.

### D. Right to be Advised of Official Complaints

Each unit member has the right to be informed of, and to reply to, official complaints that will be placed into the member's personnel file.

### E. Legal Assistance

The Board shall provide legal aid under the Education Law if a Unit member is sued while acting in the proper discharge of his/her duties.

### F. Damage to Personal Property

All cases involving damage to personal property including replacing or repairing dentures, eyeglasses, other physical aids, not covered by workers compensation destroyed or lost as a result of an injury sustained in the course of employment will be reviewed by the Superintendent of Schools. The District shall make compensation appropriate to the loss unless the Superintendent can determine that such loss did not occur in the way represented in the claim.



G. Use of Vehicle for District Business

Any unit member using their personal vehicle for District business shall be compensated for mileage at the current IRS rate for such vehicle use. The District agrees to provide secure parking for the private vehicles of guards who are using district vehicles for patrol.

H. Leave of Absence

Any Unit member who desires a special leave of absence must submit a written request for said leave of absence to the Superintendent and the Superintendent shall recommend to the Board of Education the granting or denial of the request for the leave of absence on the basis of the individual merits of each request.

I. Seniority in Layoffs

In the event of a reduction of the total number of hours of security services, any resulting layoffs will be governed by seniority. The least senior guard measured from the original date of employment will be the first to face layoff. This provision shall be suspended if the remaining members of the unit are unable to accommodate the security service scheduling changes created by the layoff (s).

J. Uniforms

The District will supply to each unit member outerwear appropriate to the season, two uniform shirts, and two pairs of black pants. In the event that parts of the uniform are temporarily damaged or unavailable, guards shall be able to substitute similar clothing of their own.

K. Jury Duty

Members of the Unit who are summoned to Jury Duty shall be excused from their work responsibilities, with pay, for the full time spent on this civic responsibility. Guards so summoned shall remit to the District the per diem pay received for the Jury Duty, but shall retain the travel and meal expenses, if any.

L. Right to Representation

Unit members shall be entitled to union representation at any meeting with administration which is called for the purpose of dealing with a complaint regarding the unit member's job performance, or of disciplining a unit member.

ARTICLE XI - EVALUATION OF SECURITY GUARD

A. Members of this Unit shall receive from the administrator and/or their immediate supervisor, candid appraisal of his/her work, and assistance with his/her problems, if any.

B. Each member shall be given two (2) copies of their evaluation report, and shall have the opportunity to discuss such reports with the evaluator. After receiving an evaluation report, the guards shall sign and date one (1) copy to be returned to the evaluator, but the employee's signature will not necessarily indicate agreement with the report's contents. It shall be the employee's right to have his/her written response to the evaluation report affixed thereto.

C. Unit members should be advised of deficiencies in the performance of their duties in their supervisory reports, and given reasonable time to make their performance satisfactory.

D. The immediate supervisor will hold a personal conference with a member of this Unit to inform him/her of the reasons for dismissal, when such action is taken. A representative of his/her choosing may accompany the unit member. Upon request of the guard, reasons for dismissal shall be in writing.

E. Within five (5) workdays of the request of a unit member who has received written notice of reasons for dismissal, the Superintendent of Schools shall hold a meeting with the parties. A representative of his/her choosing may accompany the unit member. The Superintendent shall send a written report of his/her decision on the appeal to the aggrieved party within five (5) workdays of the conclusion of the hearing.

ARTICLE XII – LEGISLATIVE ACTION PROVISION

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.

ARTICLE XIII - DURATION OF AGREEMENT

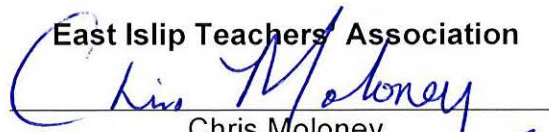
This Agreement will be in effect between July 1, 2019 and June 30, 2024.

Dated: March 10, 2023

**East Islip Union Free School District**

  
\_\_\_\_\_  
Christopher Zachry  
President, Board of Education

**East Islip Teachers' Association**

  
\_\_\_\_\_  
Chris Moloney  
President



