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Contract Database Metadata Elements

Title: **Westbury Union Free School District and Westbury Food Service Unit, United Public Service Employees Union (UPSEU) (2007) (MOA)**

Employer Name: **Westbury Union Free School District**

Union: **Westbury Food Service Unit, United Public Service Employees Union (UPSEU)**

Effective Date: **07/01/07**

Expiration Date: **06/30/11**

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CAF/6500

Resolution No.10.A.12
June 18, 2008

By Member of the Board _____

BE IT RESOLVED, that the Board of Education hereby approves a Memorandum of Agreement dated May 8, 2008 setting forth terms and conditions of employment for members of the UPSEU Westbury Food Service Unit covering the period July 1, 2007 through June 30, 2011:

Seconded by Member of the Board _____

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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P. 2

MEMORANDUM OF AGREEMENT
Between
THE BOARD OF EDUCATION OF THE
WESTBURY UNION FREE SCHOOL DISTRICT (THE "DISTRICT")
And
THE UPSEU - WESTBURY FOOD SERVICE UNIT (THE "UNION")

July 1, 2007- June 30, 2011

The parties' representatives agree to continue all terms and conditions of employment set forth in the 2003-2007 collective bargaining agreement between the Westbury Union Free School District and the Westbury Food Service Unit, except as expressly amended herein. Precise contractual language to be agreed upon by the parties:

1. Article I - Preamble

Revise dates

2. Article IV- Employee Rights and Working Conditions

4.08 – Add a new subparagraph (J) to read as follows: “When an employee is absent three (3) or more consecutive days, the District may require a doctor’s note.

4.08 - Add a new subparagraph (K) to read as follows:

“A maximum of three (3) bereavement days may be allowed annually for illness in the immediate family, death or impending death in the immediate family.

The term “immediate family” shall consist of spouse, child, or resident stepchild, parent, resident stepparent, or other who, subject to the prior approval of the District is of equal close relationship even though not a blood relative.”

4.14 B – Insert the following at the end of the paragraph: “Such employees will provide reasonable medical documentation with sufficient specificity regarding his/her condition, treatment, prognosis and limitations, as requested by the District in connection with any Workers Compensation leave exceeding four (4) weeks.”

4.16 E - Add subparagraph (6) to read as follows: “Failure to act within the contractual timelines set forth herein constitutes a waiver of the grievance.

4.17 – Delete references referring to the payment for unused accumulated sick and personal leave in the case of resignation. Such payments shall be made only to eligible employees who retire.

3. **Article V- Salaries**

5.02 - Increase the salary schedule by 3.50% for each of the four years of this contract.

Increase the stipend for the Cook Manager by \$150 a year.

5.04 - Increase each Longevity level by \$100.

5.07 - Insert new section to read as follows:

Premium Pay for Catering

- Each employee who performs duties related to a catering function (other than regular meal time duties) shall receive an extra one dollar (\$1.00) per hour for all work performed in said capacity.

4. **Article VI - Fringe Benefits**

6.01 D - Change paragraph to read as follows:

"An employee at the time of the approval and ratification of this agreement who is retired or who retires after at least 20 years service in the Westbury School District shall be entitled to be covered under the said health insurance plan, the full cost thereof to be paid by the Board. A new employee who is hired after the approval and ratification of this agreement who retires after at least 25 years service in the Westbury School District shall be entitled to be covered under the said health insurance plan, the full cost thereof to be paid by the Board. Either employee may apply for life insurance benefits so long as they are available subject to the approval of the carrier and provided the employee pays the full cost."

5. In Schedule B, delete the language referencing the Consumer Price Index (CPI). The District shall promptly take steps to confirm that employees are on the proper step of the salary schedule, effective July 1, 2007.

6. Revise dates throughout entire contract.

This Memorandum of Agreement is subject to the ratification of the bargaining unit and the approval of the Board of Education.

For the Union: 5/8/08, 2008

For the District: 5/8/08, 2008

Randy Tiller

Raymond

Jay M. Dickerson

Susan DiLisandro
