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Contract Database Metadata Elements

Title: **Westbury Union Free School District and Westbury Custodial Unit, United Public Service Employees Union (UPSEU) (2006) (MOA)**

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

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

Effective Date: **07/01/06**

Expiration Date: **06/30/09**

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**MEMORANDUM OF AGREEMENT
BETWEEN
THE BOARD OF EDUCATION OF THE WESTBURY UNION FREE
SCHOOL DISTRICT (THE "DISTRICT")**

AND

**THE UNITED PUBLIC SERVICE EMPLOYEES UNION (THE "UPSEU") -
WESTBURY CUSTODIAL UNIT**

The parties' representatives agree to continue all terms and conditions of employment set forth in the applicable collective bargaining agreements between the District and the UPSEU, except as expressly amended herein. A revised collective bargaining agreement covering all recognized employees shall be prepared. Precise contractual language to be agreed upon by the parties.

1. **Term:**
Three (3) years July 1, 2006 through June 30, 2009.
2. **Article 5.02 - Salary Schedule:**
Salary increases shall be as follows:
 - July 1, 2006: 3.25%
 - July 1, 2007: 3.25%
 - July 1, 2008: 3.5%
3. **Article 4.03 and Schedule B - Calendar:**
Revise first paragraph of 4.03 to read as follows: "The work year for custodial personnel shall conform to the calendar developed by the District each year, after consulting with the Union. The custodial personnel shall be entitled to seventeen (17) holidays per contract year."
4. **Article 4.07(A) - Absence and Leave:**
The District may require a doctor's note after an absence of three consecutive work days, or any day immediately preceding or following a weekend, holiday, vacation or other leave.
5. **Article 4.08(G):**
Correct title to Assistant Superintendent for Business and Management Services.
6. **New Article 4.14(F) - Workers' Compensation:**
Add new provision as follows: "Employees will provide reasonable medical documentation with sufficient specificity regarding condition, treatment, prognosis and limitations, as requested by the District, in connection with any Workers' Compensation leave exceeding four weeks."
7. **Article 4.17 - Clothing Allowance:**

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RELATIONS BOARD

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Revise to provide that employees are not limited to one pair of boots, provided that they remain within the contractual monetary cap.

8. Article 6.05 - Longevity:
Add payment of \$3,000 after 30 years.

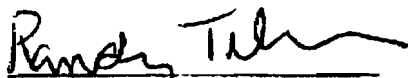
9. Exhibit A - Position Differentials:
Effective July 1, 2006, add \$500 to the differential payments for the following titles:

- High School Head Custodian II
- Middle School Head Custodian
- Elementary Head Custodian
- Maintainer
- Maintenance Supervisor I
- Assistant Head Custodian


10. Dates:
Revise dates to reflect term of agreement (Articles 7.01, 7.06).

This memorandum of agreement is subject to ratification by the bargaining unit, and approval by the Board of Trustees.


DATED: OLD WESTBURY, N.Y.
July 3, 2007



FOR THE UPSEU



FOR THE UPSEU



FOR THE UPSEU

FOR THE UPSEU

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FOR THE UPSEU



FOR THE DISTRICT

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**MEMORANDUM OF AGREEMENT
BETWEEN
THE BOARD OF EDUCATION OF THE WESTBURY UNION FREE
SCHOOL DISTRICT (THE "DISTRICT")**

AND

**THE UNITED PUBLIC SERVICE EMPLOYEES UNION (THE "UPSEU") -
WESTBURY SECURITY UNIT**

The parties' representatives agree to continue all terms and conditions of employment set forth in the applicable collective bargaining agreements between the District and the UPSEU, except as expressly amended herein. A single collective bargaining agreement covering all recognized employees shall be prepared. Precise contractual language to be agreed upon by the parties.

The parties discussed the District's intention to upgrade the security function. While the District recognizes and appreciates the efforts of the security staff to date, the parties agreed that the salary increases and other terms set forth below reflect higher expectations by the District and its community as well as a higher level of professionalism and performance of the unit members going forward.

1. Term:
Three (3) years - July 1, 2006 through June 30, 2009.
2. Recognition:
 - a. The recognition clause shall include full time Security Guards and full time Security Aides, and will expressly exclude those titles set forth below.
 - b. The District will create two (2) supervisory security positions, which will be management positions, and will be excluded from the bargaining unit. Such positions shall be effective after the approval/ratification of this Memorandum of Agreement, pursuant to the terms of a resolution of the Board of Education.
 - c. The District will create the position of Security Guard, which title shall be included in the bargaining unit. The number of Security Guards shall be in the discretion of the District. Current members of the bargaining unit will have a full and fair opportunity to apply to all vacant Security Guard positions.
 - d. The roving security guard positions (including weekend and/or part-time roving security) shall be excluded from the bargaining unit, and the District is free to contract for such services. The District shall not assign roving security personnel to other positions included within the bargaining unit.
3. Wage increases:
Salary increases shall be as follows:

July 1, 2006: 3.5% for all members of the unit

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P. 3

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July 1, 2007: Security Aides' salaries shall be increased by 7.0%. Security Guards shall be placed on step 1 of a new salary schedule which shall conform during the term of this agreement to the cleaners' salary schedule of the custodial collective bargaining agreement.

July 1, 2008: 3.5% for all members of the unit

4. Doctor's Note:

The District may require a doctor's note after an absence of three consecutive work days, or any day immediately preceding or following a weekend, holiday, vacation or other leave.

5. Workers' Compensation:

Add new provision as follows: "Employees will provide reasonable medical documentation with sufficient specificity regarding condition, treatment, prognosis and limitations, as requested by the District, in connection with any Workers' Compensation leave exceeding four weeks."

6. Jury Duty:

If an employee is released from jury duty 4 hours or more prior to the end of his or her regular shift, he or she shall report to work.

7. Holidays:

The District will notify the members of the bargaining unit of the calendar, including holidays, by _____ each year. Delete obligation to negotiate or agree to holidays.

8. Dates:

Revise dates to reflect term of agreement (Article 7.01, 7.06).

This memorandum of agreement is subject to ratification by the bargaining unit, and approval by the Board of Trustees.

DATED: WESTBURY, N.Y.
February 8, 2007

Randy Turner
FOR THE UPSEU
John M. Doyle
FOR THE UPSEU
[Signature]
FOR THE UPSEU

FOR THE DISTRICT

FOR THE DISTRICT

FOR THE DISTRICT

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P. 4

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Mya Wallace

FOR THE UPSEU

Richard A. Wallace

FOR THE UPSEU

FOR THE UPSEU

FOR THE UPSEU