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Contract Database Metadata Elements

Title: **Bay Shore Union Free School District and United Public Service Employees Union (UPSEU) (MOA)**

Employer Name: **Bay Shore Union Free School District**

Union: **United Public Service Employees Union (UPSEU)**

Effective Date: **07/01/09**

Expiration Date: **06/30/14**

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ADMINISTRATION

MEMORANDUM OF AGREEMENT
between
BAY SHORE UNION FREE SCHOOL DISTRICT
and the
UNITED PUBLIC SERVICE EMPLOYEES UNION

MEMORANDUM OF AGREEMENT, dated this 12th day of November, 2009, by and between the negotiating representatives of the UNITED PUBLIC SERVICE EMPLOYEES UNION (hereinafter referred to as the "Union") and the negotiating representatives of the BAY SHORE UNION FREE SCHOOL DISTRICT (hereinafter referred to as the "District") with respect to the Security employees.

1. General:

The labor agreement between the parties for the period of July 1, 2004 through June 30, 2009, did expire on June 30, 2009. The parties herewith agree that said agreement shall be modified to the extent set forth herein. Except for changes in language to said agreement made necessary by the following agreement, the provisions of said contract shall remain unchanged.

2. Contingencies:

A. This agreement is subject to formal ratification by the Board of Education and the membership of the Union. Such ratification shall occur within thirty (30) days of the date of execution of this memorandum of agreement. If either party fails to ratify or fails to act within the aforesaid thirty (30) day period, this memorandum of agreement shall be of no further force and effect and shall be a nullity. Notwithstanding the foregoing, the team of negotiating representatives for each party will urge their respective principals to ratify this memorandum of agreement.

B. The parties agree to incorporate this memorandum of agreement into a more formal written agreement. The terms of this agreement become effective upon execution of the new collective bargaining agreement.

3. Terms:

A. **TERM:** (Five Years) July 1, 2009 - June 30, 2014

Year 1 -	July 1, 2009 - June 30, 2010
Year 2 -	July 1, 2010 - June 30, 2011
Year 3 -	July 1, 2011 - June 30, 2012
Year 4 -	July 1, 2012 - June 30, 2013
Year 5 -	July 1, 2013 - June 30, 2014

B. **WAGES:**

Year 1 -	2009-10	1.0%
Year 2 -	2010-11	2.85%
Year 3 -	2011-12	3.25%
Year 4 -	2012-13	3.75%
Year 5 -	2013-14	3.9%

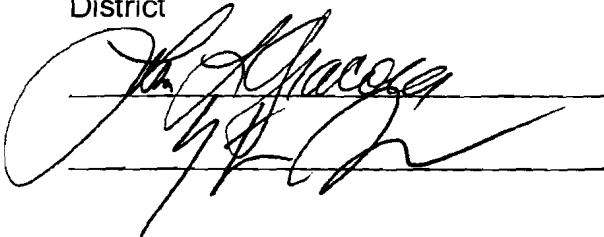
C. **HEALTH INSURANCE:** Amend Article Three, Section IV to decrease District's contribution to the cost of health insurance premiums to "eighty-four (84%) percent effective July 1, 2013.

D. **HOLIDAYS (NEW):** Add holiday provision to Article Three. A total of five (5) holidays shall be phased into the collective bargaining agreement during the five year term of the agreement: Thanksgiving, Christmas, Good Friday, New Years Day and Memorial Day. Two holidays shall be added effective July 1, 2009; one additional holiday shall be added in Year 2, Year 3 and Year 4. The union may select the final order of the holidays

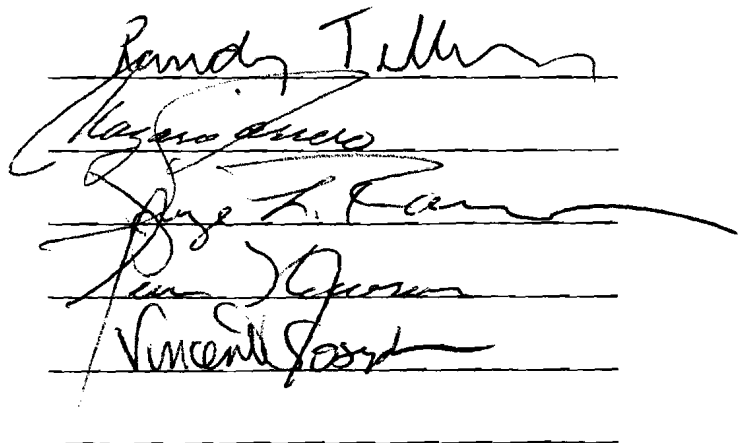
for insertion into the collective bargaining agreement by advising the District prior to execution of the final collective bargaining agreement incorporating the terms of this Memorandum of Agreement.

- E. **INCLEMENT WEATHER (NEW)**: Add provision to Article Three: "In the event that the Superintendent elects to close school on the day pre-designated on the school calendar as an unused inclement weather day, unit members scheduled to work on the unused inclement weather day shall be paid for that one (1) day. It is understood and agreed by Union that in the event that there is a scheduled event or activity on the inclement weather day, the District shall be free to exclusively utilize part-time and/or substitute guards to cover the event or activity. No overtime shall be paid to unit members for work on this day."

Negotiating Representatives for the District

Handwritten signatures of negotiating representatives for the District, including a large signature that appears to be 'John P. Macosca' and another signature below it.

Negotiating Representatives for the Union

Handwritten signatures of negotiating representatives for the Union, including 'Randy Tullman', 'Raymond...', 'Ray H....', 'Jim J...', and 'Vincent...'. There are five distinct signatures on horizontal lines.