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AGREEMENT

-between-

MALVERNE UNION FREE SCHOOL DISTRICT

-and-

MALVERNE SUPERVISORS' ASSOCIATION

Effective:

July 1, 2002 - June 30, 2005

*Chairpersons/
Athletic Director*

RECEIVED

DEC 15 2004

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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Agreement made and entered into as of the 23rd day of July, 2003, by and between the MALVERNE UNION FREE SCHOOL DISTRICT (hereinafter referred to as the "District") and the MALVERNE SUPERVISORS' ASSOCIATION (hereinafter referred to as the ("Association")).

ARTICLE I - RECOGNITION

The District recognizes the Association as the exclusive representative of all Chairpersons and the Athletic Director with respect to the negotiation of salaries, wages, hours and other terms and conditions of employment, and in the resolution of grievances arising thereunder.

ARTICLE II - NEGOTIATION PROCEDURES

A. No later than February 1 of the year in which the contract expires, unless otherwise mutually agreed upon, the parties will enter into negotiations over a successor agreement.

B. Negotiations for a new contract may be initiated at the written request of either 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.

ARTICLE III - DISTRICT RIGHTS

A. The District agrees not to change the titles or duties of members of the unit without prior notification to and consultation with the Association in order to afford an opportunity to the Association to make their views and positions known to the District concerning such changes.

B. The District shall consult with the Association prior to altering any "terms and conditions of employment" not specifically covered by this Agreement. In the event the District alters any terms and conditions of employment during the life of this Agreement pursuant to the

provisions contained herein, the Association shall have the right to reopen negotiations limited solely to that term and condition of employment. The negotiations shall be for changes to be effective the following contract year.

ARTICLE IV - SUPERVISORS' FILES

Official Supervisors' files shall be maintained under the following conditions:

A. No material critical of a Supervisor shall be placed in the file unless the Supervisor shall first have an opportunity to read the material. The Supervisor shall acknowledge that he/she has read such material by affixing his/her signature to the file copy. The signature shall indicate that he/she has read the material to be filed, and shall not necessarily indicate agreement with its content.

B. The Supervisor shall have the right to respond in writing within fifteen (15) working days to any material filed, and his/her response shall be attached to the file copy. The contents of Supervisors' files shall not be subject to the grievance procedure.

C. Upon request of the Supervisor, he/she shall be permitted to examine the contents of his/her file. The examination shall be made in the presence of the person responsible for safekeeping the file. Privileged or confidential information relating to a Supervisors' past employment or schooling should not be subject to such examination.

ARTICLE V - PROFESSIONAL IMPROVEMENT

Members of the unit shall be reimbursed for any reasonable expense incurred in attending a District-approved meeting, conference, or workshop, including the State and National conferences in the Supervisors' respective fields. The time spent away from school to attend such District-approved meetings, conferences, or workshops, whether one of his/her choice or the

District's choice, shall not be charged against his/her sick days or personal days. The Superintendent's approval shall not be unreasonably withheld.

The District shall pay for each member of the unit the cost of membership in national and state professional organizations in the member's subject area, provided, however, that the District's cost per member under this provision shall not exceed \$75.00 per year.

ARTICLE VI - MILEAGE

A. Mileage reimbursement for transportation by personal automobile for conferences or District business, which has the prior approval of the Superintendent or his designee, shall be made at the prevailing District rate.

B. Mileage reimbursement shall be made per voucher to include purpose, date of trip and distance covered.

ARTICLE VII - SUPERVISORS' CALENDAR AND WORK YEAR

A. Unless a different arrangement is mutually agreed upon, members of the unit shall be required to work on those days teachers are required to work, plus four (4) days prior to the opening of school excluding Labor Day, and four (4) days following the close of school. It is understood that this results in a 192 day work year, provided, however, that all unit members hired on or after July 1, 2003 shall work an additional two days during the summer at no additional per diem payment.

B. During July and August, members of the unit hired prior to July 1, 1997 shall work a minimum of ten (10) days. New unit members hired after July 1, 1997 shall only be guaranteed six (6) work days over July and August. Additional days beyond these ten (10) or six (6) shall be mutually agreed upon. Any unit member required to work beyond his/her contractual

work year shall be compensated on a per diem basis for such required work. Thirty (30) days' advance notice of the summer workdays shall be provided, where possible.

ARTICLE VIII - GRIEVANCE PROCEDURES

Should differences arise between the parties as to the interpretation or application of the provisions of this Agreement, there shall be no suspension of services by the aggrieved party on account of such differences. An earnest effort should be made to settle such differences immediately in the manner described in the following paragraphs.

Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

A. Definitions

1. "School days" shall mean days on which members of the unit are required to work. This shall not include recess periods or holidays.
2. A "grievance" is a claim which involves the interpretation and application of a specific provision of this Agreement.
3. An "aggrieved party" is the party making the claim.

B. Procedures

1. Stage One

When the aggrieved party is a member of this unit, he/she shall reduce his/her grievance to writing to his/her immediate Supervisor, who shall discuss the matter with him/her within five (5) school days. The aggrieved party may be accompanied by a

representative of his/her own choosing. The immediate Supervisor shall render his/her determination in writing to the aggrieved party and the Association within five (5) school days after the meeting.

2. Stage Two

If the grievance is not satisfactorily resolved at Stage One, the aggrieved party may appeal in writing to the Superintendent within five (5) school days of receipt of the immediate Supervisor's decision. The appeal shall set forth the nature of the grievance and the alleged violation.

The Superintendent, or his/her designee, shall meet with the aggrieved and his/her representative, if any, within ten (10) school days of the receipt of the appeal. The Superintendent, or his/her designee, shall have ten (10) school days following the meeting in which to render a written determination of his/her findings.

3. Stage Three

If the grievance is not satisfactorily resolved at Stage Two, the aggrieved party shall, within five (5) school days after receipt of the Superintendent's determination, submit the grievance to arbitration pursuant to the rules of the American Arbitration Association. The decision of the Arbitrator shall be advisory only. The cost of the Arbitrator shall be shared by the parties.

4. Stage Four

The Board of Education shall advise the Association of its decision with regard to the award within thirty (30) days of receipt of the decision or the Arbitrator's award shall be deemed binding.

C. General Principles

1. Failure at any stage of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved party to proceed to the next stage.

Failure at any stage of this procedure to appeal a grievance to the next stage within the specified time limits shall be deemed to be acceptance of the decision rendered at that stage.

2. A grievance will be deemed to have been waived unless presented within fifteen (15) school days after the event on which the grievance is based is known, or should reasonably have been known by the aggrieved party.

ARTICLE IX - SALARIES

A. The members of the unit shall receive a salary equal to the salary they would receive if they were teaching in the District plus the following stipend:

Athletic Director/Physical Education Department Chair:

2003-04: \$10,000

2004-05: 3% increase

All other current unit members:

2002-2003: \$7,500

2003-2004: \$7,800

2004-2005: \$8,000

New hires shall receive stipends not less than as noted in the following schedule during their first three years of service with the District:

<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>
\$4,500	\$5,000	\$5,500
\$5,000	\$5,500	\$6,000
\$5,500	\$6,000	\$6,500

In the beginning of the fourth year, the stipend shall be the regular stipend that existing unit members receive.

B. Time worked beyond the September 1 - June 30 period, shall be compensated at the rate of 1/200th of the total salary paid pursuant to (A) above per day worked.

C. Members of the unit shall be paid bi-weekly. Payments shall be at the rate of 1/26th of the employee's annual salary. If a member of the unit leaves the District other than on June 30th, salaries advanced but not earned shall be deducted from their final paycheck and/or repaid to the District.

ARTICLE X - INSURANCE

A. Health Insurance

Health Insurance shall be available for all Supervisors. Supervisors may choose from HIP, HMO, or the Empire plan. The District agrees to pay an amount equal to ninety (90) percent of premium for Supervisors enrolled for individual coverage based on Empire premiums, and eighty-five (85) per cent of premium for Supervisors enrolled for family coverage, based on Empire premiums.

The District shall have the right to substitute comparable coverage for any of the plans listed above. In the event the District is contemplating such a change, it shall give the Association a minimum of sixty (60) days' notice. Discussion shall take place prior to the change. In the event there is a dispute as to whether or not the substituted coverage is "comparable," the dispute shall be submitted to arbitration prior to a switch in carriers. For purposes of this dispute only, the decision of the arbitrator shall be binding on both sides.

Members of the unit hired on or after July 1, 1983 shall not be eligible for coverage for health insurance by the District if they are eligible for comparable coverage under the plan of a spouse.

Members of the unit who are presently receiving health insurance coverage through the District and withdraw from the District's plan during the life of this Agreement shall receive \$500 if they were receiving family coverage and \$250 if they were receiving individual coverage, provided they remain uncovered for a period of twelve (12) consecutive months. Such payments shall be made at the end of the twelve (12) month period.

Nothing contained herein shall preclude a member of the unit reentering the plan at any time if the member is no longer covered by the comparable plan of a spouse. Disputes as to whether or not the plan of a spouse is "comparable" shall also be subject to binding arbitration. In the event the member reenters the plan within a twelve (12) month period, no payments shall be made hereunder. Reentry after the twelve (12) months have elapsed may only be made if the member is no longer covered by the comparable plan of a spouse.

B. Disability Insurance

The existing long-term disability insurance plan shall be continued and available to all Supervisors. The District shall pay seventy-five (75) per cent of the premium.

C. Life Insurance

The District shall provide One Hundred Thousand (\$100,000) Dollars of Term Life Insurance for members of the unit.

D. Dental Insurance

Members of the unit shall receive Dental Insurance coverage comparable to the coverage provided for the Teachers.

E. Optical Insurance

Members of the unit shall receive optical insurance comparable to the coverage provided to the members of the teachers unit.

ARTICLE XI - SICK AND PERSONAL LEAVE

A. A total annual bank of fifteen (15) days leave, all of which shall be cumulative without limit, shall be established. Three (3) of such days can be used in any one year for personal reasons. The personal leave days are for the purpose of transacting or attending to personal matters which require absence during school hours and are of such a nature that it is impossible to schedule such activities during times other than school hours. Personal leave shall be granted for: (1) closing on property; (2) legal matters requiring court attendance; (3) religious ceremonies; (4) child's first attendance at college - not to exceed one (1) day; (5) graduation of Supervisor or immediate member of family. It is understood that the Supervisor will submit a prior approval form to the Superintendent as far in advance as possible, and the Superintendent

shall not unreasonably withhold such approval. One (1) personal leave day may be designated as "Confidential" and approval thereof not required. In cases of emergency, the Supervisor will inform the Principal or immediate supervisor of the emergency. Up to five (5) days per year may be used by a Supervisor where his/her presence is required due to the serious illness of a member of his/her immediate family.

B. Extended Sick Leave

In addition to the foregoing sick leave, a Supervisor who has completed three (3) years of service in the District may, in the event of an extended personal illness and the exhaustion of his/her accumulated sick leave, be granted upon request and the presentation of suitable medical certification of necessity, an extended sick leave to a maximum of one (1) school year with pay, at the Superintendent's discretion.

ARTICLE XII - JURY DUTY LEAVE

Upon receipt of a subpoena for jury duty, the Supervisor shall notify the Superintendent's office. Supervisors who are absent while serving as jurors shall be paid their usual school district compensation. However, such personnel shall refund to the District Treasurer all fees or other compensation received for service as jurors, exclusive of any reimbursed expenses. No compensation shall be paid for absences in response to a subpoena that may be answered on non-school days or after the school day.

ARTICLE XIII - BEREAVEMENT LEAVE

A Supervisor shall be granted up to five (5) days of leave with full pay for each death in the immediate family. Such leave shall not be cumulative and shall not be charged against sick leave or personal business days granted in Article XI of this Agreement. Immediate family shall

mean parents, spouse, children, brother, sister, mother-in-law, father-in-law, grandchildren or grandparents, brother-in-law and sister-in-law or other relative residing in the house of the Supervisor. Leave days for members of the family other than the immediate family may be granted at the discretion of the Superintendent.

ARTICLE XIV - UNPAID LEAVES OF ABSENCE

Unpaid leaves of absence may be granted at the discretion of the District to those Supervisors who have completed three (3) years of service or more. The leaves may be up to two (2) years in duration and shall commence, where possible, at the end of a school year or end of a semester and shall terminate at the beginning of a school year or the beginning of a semester. The provisos concerning commencement and termination may be waived by the District, at its sole discretion, provided there is no other way the Supervisor could arrange the leave to commence and terminate on such dates.

Child care leaves and study leaves shall not be discretionary provided they meet the other criteria listed above, and provided further that the three-year requirement shall not be applicable to child care leaves.

ARTICLE XV - PAYROLL DEDUCTIONS

Whenever duly authorized by a Supervisor on form(s) approved by the Association and the District, payroll deductions on behalf of such personnel shall be made every payday and paid in accordance with such forms for any or all of the following purposes:

1. U.S. Savings Bonds¹
2. Dues to any professional organization

¹ Savings Bonds shall be purchased at the time when sufficient funds have been deducted.

3. Tax-sheltered annuities
4. Credit union savings and loans
5. Payment on loans to New York State Teachers' Retirement System

ARTICLE XVI - SUPERVISORS' PERFORMANCE

Any alleged failures or weaknesses in performance by Supervisors shall be promptly reported to the offending Supervisor and the Malverne Supervisors' Association. The Supervisor shall be given a reasonable opportunity to correct whatever problems may exist.

ARTICLE XVII - ON-THE-JOB INJURIES

A. Whenever a Supervisor is absent from employment and unable to perform his/her duties as a result of personal injury occurring in the course of his/her employment for which he/she is eligible to receive worker's compensation payments, he/she will be paid his/her full salary for the period of his/her absence, not to exceed one (1) year, less the amount of any worker's compensation or other local, State or Federal award made for disability due to said injury. No part of such absence will be charged to his/her annual or accumulated sick leave. The District may request: (1) to determine whether or not the injury is work connected; and/or (2) whether or not the disability in fact continues to exist. Such hearing may include physical examination by a doctor selected by the District.

B. To the extent not covered by District insurance, the District shall reimburse a Supervisor an amount not to exceed one hundred (\$100) dollars for the reasonable cost of any clothing or other personal property damaged or destroyed as a result of an assault suffered by a Supervisor who was acting in the discharge of his/her duties as a Supervisor.

ARTICLE XVIII - ASSOCIATION RIGHTS

- A. The District will grant up to a maximum of four (4) days per year to attend conferences designated by the Association scheduled during school days.
- B. The Association may use the District mail service and Supervisors' mailboxes for official Association communications. A copy of said material shall be furnished the Administration at the time of distribution.
- C. Copies of this contract shall be printed and distributed at the expense of the District to all Association members. The District shall also provide the Association with a copy of the District's policies and procedures.
- D. Upon request to the building principal, the MSA and its representatives shall have the right to use school buildings during daylight hours for meetings. If the Association desires to meet during evening hours, it shall be permitted to do so in accordance with building policy.

ARTICLE XIX - VACANCIES

Members of the Unit shall receive timely notice of teaching and administrative vacancies in the District.

ARTICLE XX - NO-STRIKE PLEDGE

The Association and the District subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association, therefore, agrees that there shall be no strikes, work stoppages, or other concerted refusal to perform work by employees covered by this Agreement or any instigation thereof.

ARTICLE XXI - SEVERABILITY

To the best knowledge and belief of the parties, this contract contains no provision which is contrary to Federal Law or State Law. Should, however, any provision of this Agreement, at any time during its life, be held in conflict with Federal or State Law, then such provisions shall be deemed inoperative, but the remaining provisions of the Agreement shall, nevertheless, remain in full force and effect.

ARTICLE XXII - RETIREMENT INCENTIVE

A. Unit members retiring shall be granted a retirement incentive provided the following conditions are met:

1. The unit member submits a letter of retirement to the District by April 10th to be effective on June 30th. These letters shall be irrevocable, provided, however, that they may be withdrawn by the unit member prior to retirement if a death or catastrophe in the unit member's immediate family makes it economically impractical to retire on the date indicated in the letter; and
2. The unit member has been in the employ of the District for ten (10) years or more; and
3. The unit member retires or vests under the New York State Teachers' Retirement System by the June 30th following his/her date of eligibility for retirement under the New York State Teachers Retirement -System (age 55 - 10 years of service);
4. A unit member under age 55 who vests is also eligible for this incentive if he/she has fifteen (15) years of service in the District but shall receive only those benefits outlined in subsection 4 of the Benefits section hereunder.

B. District Rights

1. If any provision of the retirement incentive is deemed illegal or unenforceable, the entire provision shall be deemed null and void and the retirement incentive committee provided for in Article XII of the 1983-86 agreement shall be reconvened.

2. If the total number of unit members retiring, the number of unit members retiring in a particular area, or the number of unit members retiring in key positions, makes it impractical to allow such retirements in one year, the Board, in its sole non-grievable discretion, may spread out such retirements over June 30, 2003, June 30, 2004 and/or June 30, 2005 and/or June 30, 2006. Notice of such decision shall be given by May 15th.

A unit member deciding to retire nonetheless shall forfeit the retirement incentive payments.

3. The Board may, in its sole non-grievable discretion, permit unit members to remain eligible for the retirement incentive beyond their initial eligibility date, provided the following conditions are met:

(a) The unit member submits a request to the Board for a one-year extension of eligibility for the retirement incentive by December 1, and

(b) The Board grants such extension.

Requests may be made by a unit member, and the fact that one is granted for one year does not establish a precedent for future requests.

C. Benefits

1. The retirement incentive shall be computed at the rate of \$15,000, plus \$70.00 per day for each two (2) days of accumulated unused sick leave at the time of retirement,

up to a maximum of 200 days, for a total maximum payout of \$22,000.

2. Such payments shall be made as follows: fifty (50) per cent in the first pay period of July, and the remaining fifty (50) per cent in the first pay period of December. The District shall report the full amount of the retirement incentive to the Retirement Board by June 30th.

3. Unit members retiring hereunder shall also have their health insurance coverage continued, with the District contributing the percentage of premiums applicable at the time of retirement. Fifty Thousand (\$50,000.00) Dollars of term life insurance shall also be continued by the District into retirement with the District paying the premiums thereon.

4. Unit members eligible for the incentive by virtue of subsection A.4. shall be paid \$136.00 for each three (3) days of accumulated unused sick leave at the time of retirement, up to a maximum of two hundred (200) days and Nine Thousand (\$9/000) Dollars.

ARTICLE XXIII - DURATION

The provisions of this Agreement shall be effective from July 1, 2002 and shall continue in effect through June 30, 2005.

ARTICLE XXIV - ADA

The provisions of this contract are subject to the provisions and regulations of the Americans with Disabilities Act.

ARTICLE XXV - TAYLOR LAW NOTICE

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 THEREFOR SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 30th day of Sept, 2004.

FOR THE MALVERNE SUPERVISORS' ASSOCIATION

By: Hazel Palmore
Hazel Palmore,
President

FOR THE MALVERNE UNION FREE SCHOOL DISTRICT

By: Mary Ellen Freeley
Dr. Mary Ellen Freeley
Superintendent