

MEMORANDUM OF AGREEMENT

The authorized representatives of the Board of Education of the Malverne Union Free School District (the "District") and the Malverne Association of Education Support Personnel (the "Association") have negotiated in good faith with respect to the terms and conditions of employment of the members of the education support personnel bargaining unit. Except as provided below, the terms and conditions contained in the parties' 2018-2021 collective bargaining agreement ("Agreement") shall remain in effect. The terms of this Memorandum of Agreement are subject to ratification by the members of the bargaining unit and approval by the Board of Education. The members of the negotiating teams hereby acknowledge their obligations under the Taylor Law to affirmatively recommend to their respective constituencies approval of this Memorandum of Agreement.

Term:

July 1, 2021 through June 30, 2025

Contract Amendments (In Order)

Article II(B)

Amend Article II, Section B by adding the new underlined text and removing the struck text:

B. Upon receipt of a copy of the appeal to the Board of Education, the Superintendent shall transmit his/her decision and the arbitrator's opinion to the board. ~~Within five (5) school days~~ At the next scheduled Board meeting after receiving the written grievance, the Board shall meet with the aggrieved person and/or his/her representative in executive session for the purpose of resolving the grievance.

Article V(B)

Add the following sentence to the end of Article V, Section B:

Ten month employees shall receive the same amount of confidential and non-confidential personal days as twelve month employees.

Article V(C)

The following language will be added to the end of Article V, Section C:

Employees who have 10 or more full years of service in the unit, and who are eligible to retire with full benefits under the New York State Employees' Retirement System, will be permitted to cash out up to 100 accumulated sick days at the time of retirement. Such days

will be paid out in a 3:1 ratio; one day of cash-out pay for three accumulated sick days. The value of each day of cash-out pay will be calculated as follows:

- 1/260th of the employee's current annual base salary at the time of retirement when retirement takes effect from January 1 through June 30
- 1/260th of the employee's annual base salary during the preceding school year if retirement takes effect from July 1 through December 31

For 10-month employees, the amount of each day of cash-out pay will be calculated as above, but using a fraction of 1/216th of annual salary.

Article V(D)

Add the following new paragraph to the end of Article V, Section D:

Bereavement days may only be taken within 25 days of the immediate family member's death, provided the employee submits evidence of the date of death within two weeks of the employee's return to work following such leave. Provided that if the employee does not use the full allotment of bereavement days within 25 days, he or she will be permitted to use remaining days, but only as necessary to attend the family member's memorial service (e.g., only one additional bereavement day for a local one-day memorial service). If that becomes necessary, the employee will provide evidence of the memorial or service within two weeks after the event.

Article VII(A)

Add the following underlined text to the existing Article VII, Section A:

Twelve (12) month clerical unit members and Information Technology Aides hired on or after July 1, 2007, shall receive paid vacations in accordance with the following schedule, based on length of service within the bargaining unit:

After one (1) year's service: two (2) weeks
After five (5) years' service: three (3) weeks
After ten (10) years' service: four (4) weeks

Unit members with less than one (1) year's service shall be granted one (1) day vacation per month during the first year up to ten (10) days. Annual vacation shall accrue on the anniversary date of employment, except that for the purposes of this Article, periods of time in excess of 30 consecutive workdays spent on extended unpaid leave, or an approved unpaid leave of absence, or outside the bargaining unit, will not count toward an unit member's full years of service.

Information Technology Aides hired on or before June 30, 2006 shall be entitled to twenty days' vacation annually.

Additionally, add a footnote to this section as follows:

For the purposes of this section, current unit member Bonnie Paley will be considered a MAESP unit member since Sept. 20, 2010.

Article VII(C)

Add the following paragraph to the end of Article VII, Section C:

When a supervisor or administrator requires any employee to do work on a Saturday, Sunday, or paid holiday, the employee shall be compensated at a double time rate for such work.

Article VII(D)

Add the following new language to the end of Article VII, Section D:

On any snow days, emergency days, or virtual learning days, immediate supervisors may require employees to work virtually during regular work hours as an alternative to regular on-site work.

On any such virtual work days when less than the full complement of the unit is called in for on-site work, those employees who are called in for on-site work will be permitted to work virtually on one regular workday later during that school year or the following summer, on a date to be selected mutually by the employee and his/her supervisor with reasonable notice.

Computers or Chromebooks required for virtual work will be provided to employees.

Article IX(B): Article XII(D): Article XV(A)

Wherever mentioned in the agreement, the title "Supervisor of Facilities and Support Services" will be replaced with "Assistant Administrator for Business and Safety."

Article XII(A)

Amend Article XII, Section A and the corresponding salary schedules to reflect the following annual base salary adjustments:

- Effective July 1, 2021: \$1,000 increase to each step of the salary schedule

- Effective July 1, 2022: 1.75% increase to each step of the salary schedule, plus an additional one-time cash stipend equal to 0.25% of salary, not added to base, to be paid out in the final pay period of the 2022-23 fiscal year. The one-time cash stipend shall be prorated for any employee who works less than the entire 2022-23 fiscal year.
- Effective July 1, 2023-24: 1.75% increase to each step of the salary schedule
- Effective July 1, 2025-25: 1.75% increase to each step of the salary schedule

Article XII(B)

Amend Article XII, Section B by adding the new underlined text and removing the struck text:

Each unit member shall have added to his/her salary a longevity payment according to the following schedule and shall be cumulative:

Employed within the bargaining unit:

120 months	\$350.00	<u>\$500.00</u>
180 months	\$450.00	<u>\$600.00</u>
240 months	\$800.00	<u>\$950.00</u>

All such longevity payments shall be cumulative and shall be paid in accordance with the unit member's anniversary date of employment within the bargaining unit, except that for the purposes of this Article, periods of time in excess of 30 consecutive workdays spent on unpaid leave, or an unpaid leave of absence, or outside the bargaining unit will not count toward an unit member's full years of service.

Additionally, add a footnote to this section as follows:

For the purposes of this section, current unit member Bonnie Paley will be considered a MAESP unit member since Sept. 20, 2010.

Article XII(E)

Add the following new sentence to the end of Article XII, Section E:

Effective with the 2021-22 school year, all employees shall receive their direct deposit pay stub via e-mail only, sent to each employee's Malverne UFSD e-mail address.

Salary Schedules:

Amend each salary schedule page as follows:


- Re-calculate all salary numbers to reflect the pay increases specified in Article XII(A).
- The column titled "sheer" will be removed from all salary schedule pages.
- The following footnote will be added to each salary schedule page:

* Annual base salaries for 10-month employees will be 10/12 of the amounts listed above.

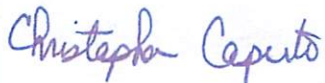
Dated: Malverne, New York

December 8, 2021

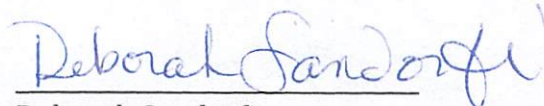
For the District:



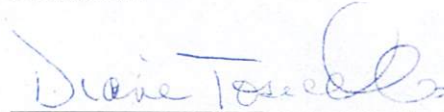
Dr. Lorna R. Lewis
Superintendent of Schools



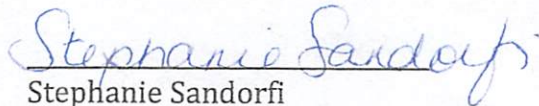
For the Association:




Deborah Sandorfi
President



Diane Tosiello
Treasurer



Stephanie Sandorfi
Secretary



Anthony Severino
Member