



# Manhasset Public Schools

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Vincent Butera, Ed.D.  
Superintendent of Schools

March 8, 2021

Ms. Donna Linden, President  
Manhasset Educational Support Personnel Association

Re: Side Letter Agreement: Snow Removal on Remote Instruction Days

This letter will confirm our agreement with regard to snow removal on days when remote instruction is called in lieu of a snow day.

## **Introduction:**

Remote instruction has clearly changed the context of Article V.D. Emergency Snow Removal. This side letter seeks to address the immediate concern with respect to the snow storm that occurred on Monday, February 1, 2021, and to address future snow storms in the context of remote work for all other District employees.

## **Context:**

The collective bargaining agreement between the Manhasset Union Free School District and the Manhasset Educational Support Personnel Association Article V.D. Emergency Snow Removal states:

“All Buildings and Grounds unit members shall be required to report for work, upon request, for emergency snow removal. Such assignment shall be offered to said unit members in order of seniority. If an insufficient number of said unit members shall volunteer, unit members may be assigned to report for such work in inverse order of seniority. Unit members shall be paid at the double time rate for emergency snow removal.”

To be clear, this clause was written in the context of the traditional definition of a “snow day”, where school is closed for student instruction, and all employees are excused from work for the day except for Buildings and Grounds unit members, who are expected to report for emergency snow removal and who will be paid double time for doing so, while all other employees are excused.

On January 31, 2021, in anticipation of a significant snow storm on February 1, 2021, the District moved to remote instruction for students and staff for February 1, 2021. On February 1, Buildings and Grounds unit members were not required to attend to their regular duties on site or to attend to emergency snow removal on site, as travel to and from school was considered to be prohibitively dangerous. Thus, while most other District employees were required to work their regular schedule remotely on February 1, 2021, Buildings and Grounds unit members were excused from work on February 1, 2021.

On February 2, 2021, travel conditions improved and Buildings and Grounds unit members were required to attend work on site for snow removal, in lieu of their regular work assignments. All other employees in the District were required to work in their regular assignments remotely (with few exceptions due to the nature of the work). Employees who work the day shift and employees whose shift normally begin at 3 PM were required to report to work generally between the hours of 7 to 9 AM.

On February 2, 2021, most staff who attended on site worked at least the amount of hours in their typical shift. Past practice would provide day shift and night shift employees with emergency snow removal compensation for only those hours outside of their regular day or night shift hours. (Note: certain staff members at Shelter Rock School did not report to work for snow removal, as a result of an alleged misunderstanding of the

requirements of Article V.D. In addition, they did not report for their regular day shift starting at 3 PM, as a result of an alleged misunderstanding of the remote instruction model. These employees are addressed separately below.)

Even though past practice, absent the ability for remote instruction, would indicate that day shift unit members would not have received any additional compensation for snow removal on February 2, 2021 that coincided with their regular day shift hours, and even though past practice would indicate that night shift unit members would have received double pay for only those hours prior to the start of their regular day shift hours at 3 PM, the District wishes to provide for certain compensation for February 2, 2021 outside of the parameters of Article V.D. and to provide for a revision to Article V.D. to address snow removal when the District is on remote instruction.

**Agreement:**

For February 2, 2021 only, all day shift and night Buildings and Grounds unit members who reported to work for snow removal will be paid double time for the hours worked on that day, in addition to their regular contractual pay for this day. To be clear, this provision is for February 2, 2021 only and is non-precedent setting and in no way alters the terms of the parties' collective bargaining agreement.

For all times going forward, when the District moves to remote instruction because of a snow storm, all Buildings and Grounds unit members who report to work for snow removal will be paid one and one-half times for the hours worked on that day, in addition to their regular contractual pay for this day.

Notwithstanding the above, all provisions of Article V.D. remain in full force. If there is a snow day, and the District does not move to remote instruction, and unit members report to work for snow removal, they will be compensated consistent with past practice for snow days.

In the context of the alleged misunderstandings that occurred amongst the staff at Shelter Rock School, this side letter serves to reinforce the requirements for reporting to work for snow removal: **"All Buildings and Grounds unit members shall be required to report for work, upon request, for emergency snow removal. Such assignment shall be offered to said unit members in order of seniority. If an insufficient number of said unit members shall volunteer, unit members may be assigned to report for such work in inverse order of seniority."** The District has determined that there will be no further consequence for those unit members at Shelter Rock School who failed to report to work on February 2, 2021 for either snow removal or for their regular night shift.

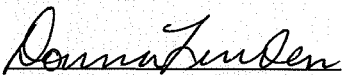
If the above comports with your understanding of our agreement, kindly sign and return one copy of this letter to my office.

Very truly yours,



Vincent Butera  
Superintendent

For MESPA:



Donna Linden, President

Date: 3/8/21

Cc: F. Frazer, B. Jaccoma