

Manhasset Public Schools

Gaurav Passi, Ed.D. Superintendent of Schools

May 31, 2023

Stephanie Yacavone, President MESPA Manhasset Public Schools 200 Memorial Place Manhasset, NY 11030

Re: Summer Workweek Pilot Program

Dear Ms. Yacavone,

This letter will confirm our agreement regarding the terms of a 2023 pilot program establishing the option of four-day summer workweeks for 12-month MESPA members. The program will give all 12-month members the opportunity to receive either Mondays or Fridays off work, offset by longer working hours on the remaining days of the week.

After mutual discussions, we agreed to the following terms and conditions for the pilot program:

- The four-day workweek program is not mandatory. If they choose, members may continue to work their required hours over five workdays, during their regular shift times.
- The four-day workweek option program will be in effect from Monday, July 3, 2023 through Friday, August 18, 2023. After that time, all members who opted into the program will return to their regular five-day workweeks.
- Members who opt into the program will work four-day weeks each week during the entire program period. No mixing and matching of four-day weeks and five-day weeks will be permitted.
- Members who opt into the program may submit their preference to receive either Mondays or Fridays off. Members will receive the same day off each week the program is in effect. Again, no mixing and matching will be permitted. We agreed that members are not guaranteed to receive their preferred day off. The District retains discretion to assign each member's day off, to ensure that there is sufficient coverage in the member's

¹ The only exceptions are for night staff. During the program period, the night shift will commence at 1:00 p.m. each day.

respective department to provide five-day coverage. If necessary, due to coverage concerns, approval will be made in seniority order.

We agreed that during the program period, the workweek requirements in Article V and Schedules A-C of the collective bargaining agreement will not apply to members who opt into the program. Instead, the following workweek and shift requirements will apply:

- 12-month clerical and nursing staff who normally work seven hours per day, five days per week will be required to work 8.75 hours per day, four days per week.²
- 12-month facilities staff who normally work eight hours per day, five days per week will be required to work ten hours per day, four days per week.²
- 12-month IT and security staff who normally work eight hours per day, five days per week will be required to work ten hours per day, four days per week.²

We further agreed that any members who choose to opt into the program must submit a written Declaration of Participation form no later than June 15, 2023. If a member does not submit a form, the District will assume the employee wishes to remain his or her regular five-day workweek during the program period.

We also agreed to the following terms:

- The paid holiday on Tuesday, July 4, 2023 will not affect participation in the program. Members on regular five-day workweeks will still work four days that week. Members who opt into the program will work three days that week at their longer shift hours.
- During the program period, use of vacation time is still subject to supervisor approval for all members.
- All members who use sick leave, personal leave, or vacation over the summer will be charged one accrued day for each day of leave, even if the member had opted into the program and works longer shift hours. For example, a member who has opted into the program and wishes to take a full week off work during the summer will only be charged four days of vacation instead of five.

MESPA acknowledges and agrees that this 2023 pilot program will only be in effect during the program period from July 3, 2023 through August 18, 2023. There is no obligation or expectation that the program will be continued in future summers. The program will not be in effect during recess periods in the 2023-24 school year.

We both agree that all other terms and conditions in the collective bargaining agreement remain in full force and effect. We further agree that this side letter shall not be deemed precedent in

² This includes usual member lunch breaks taken in the summer.

any way, and it is not intended to establish any repeating practice between the District and MESPA.

Finally, we agree that the complete terms of this side letter are subject to and contingent upon formal review, approval, ratification, and execution by the Board of Education. In the event that the Board of Education does not ratify and approve this side letter, it will become null and void and no adverse inference will be drawn against any party.

If the above comports with your full understanding of our conversations and the terms of our agreement, please so indicate by signing and returning one copy of this letter to my office.

Sincerely,

Dr. Gaurav Passi

For the Manhasset Educational Support Personnel Association