

News & Notes

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See Executive Viewpoint on page 2 for important details including information on upcoming statewide forums for the constitutional convention.

What to Do if Your Rights Are Violated LEGAL BRIEFS

Now that the happy chaos that comes from having students in your building is in full swing, the SAANYS Legal Department would like to take this moment to remind everyone that issues affecting your terms and conditions of employment deserve immediate attention. Oftentimes, SAANYS members call the Legal Department because they know that the terms and conditions of their employment are being impacted, if not outright violated, but they are not sure what to do to protect themselves. All too often these calls are not made for several months after the violation occurred and legal action is limited due to strict statutes of limitations governing various types of action.

The first step when you are concerned that your rights are being violated is to look at your Collective Bargaining Agreement (CBA) to see whether it is a topic that has been negotiated. If there is a provision in the contract that has been violated, then the remedy is to go through the negotiated grievance procedure. Oftentimes there is a very short period of time in which a grievance can be started, or else it is waived, so it is very important to look at the contract and the grievance procedure as soon as a violation is suspected. How grievances are processed vary from bargaining unit to bargaining unit, so it is important not to assume that because grievances are processed in a certain way for teachers that the process will be the same for the administrators in the same district. Additionally, it is important to look at the actual grievance procedure to see what can be grieved. Some clauses are very narrow, whereas others are so broad that topics not within the CBA could potentially be grieved.

If the perceived violation is not something that is covered within the CBA, then it must be determined whether the issue is something that could be brought for review before the Public Employees' Relations Board (PERB). The most typical types of cases that are brought before PERB are:

(1) Transfers of Bargaining Unit Work: This typically occurs when a district either creates a new position or distributes the duties of an abolished position. In such events, it is important to look at the duties to see if they

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Don't Miss Out! Register Today!



See page 5
for more
information.

OCT 22-23, 2017 THE OTESAGA COOPERSTOWN NY

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Summer Legislative Activity

A Report from Cindy Gallagher, SAANYS Director of Government Relations

This summer was packed full of events and meetings here at SAANYS, I am sure the same goes for all of you. Your Government Relations office was engaged throughout these summer months in many task force meetings, rounds of presentations to various units, and planning for the fall. The following will provide you with a brief summary of some of those events.

New Laws and/or Regulations

After the legislative session concluded, the governor signed several bills related to education during the summer months.

A.8262/S.6581 – requires the commissioner of education to provide guidance on the educational needs of students with dyslexia, dyscalculia, and dysgraphia. The guidance required of NYSED would provide information to districts on evaluations, eligibility determinations, and development of IEPs.

A.5151/S.2724 – this bill expands the types of services that may be provided by school health services to include diabetes risk analysis. Additionally, this bill permits school district nutrition advisory committees to make recommendations on the nutritional policies of the district regarding healthy weight.

A.6910-b/S.5251-b – allows BOCES to purchase food directly from NYS farm businesses and exceed monetary restrictions (same as schools may do currently).

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Congressman Tonko Meets with School Administrators at SAANYS



SAANYS thanks Congressman Paul Tonko for coming to the SAANYS office on August 3 to talk candidly with school administrators about the real issues affecting our students and schools. Much time was particularly spent discussing special education, graduation pathways, student mental health, and negativity toward public education. (See page 3 for details.)

SAANYS Welcomes New Units:

– REGION 8 –

Oriskany Administrators Association

– REGION 8 –

Westmoreland CSD Supervisory Unit

SAANYS Enforces Collective Bargaining Agreement



Long Island Administrator Awarded Terminal Leave Pay

The SAANYS Legal Department successfully argued a case before the Suffolk County Supreme Court, with judgment on April 24, 2017 in favor of a Suffolk County administrator.

In December 2015, a grievance was filed by the unit, which was ultimately denied by the board of education, and the demand for terminal leave pay was rejected by the district. Subsequently, in January 2016, the unit served a Notice of Claim upon the district signaling that an action claim on behalf of the administrator would be commenced.

The petitioner, a long standing member of the district for 17 years, informed the district in July 2015 that she would be resigning from her position to accept employment with another school district. At the time of her resignation, she submitted the standard request to receive all accrued terminal leave and unused vacation pay in accordance with the wording of the Collective Bargaining Agreement (CBA). The district denied the terminal leave pay request citing a non-published internal memoranda claiming that only retirement constituted terminal leave pay, as the basis for their decision. However, the petitioner provided copies of the CBAs to the court dating between July 1, 1996 through the currently active contract ending June 30, 2018, in which the wording “retirement or separation,” was clearly stated.

The Honorable Denise F. Molia having noted that the district’s decision was “deemed to have been arbitrary, capricious, contrary to law, and unsupported by the evidence,” ordered that the administrator be awarded all accumulated and terminal leave pay in accordance with the unit’s CBA, in addition to interest earned from the date of her separation with the district. ■