

MEMORANDUM OF UNDERSTANDING
between the
ELMIRA HEIGHTS CENTRAL SCHOOL DISTRICT
and
ELMIRA HEIGHTS EDUCATIONAL
SUPPORT STAFF ASSOCIATION
Out-of-Title Pay for Food Service Helper as Cook

THIS MEMORANDUM OF UNDERSTANDING is made by and between the Elmira Heights Central School District (hereinafter the “District”) and the Elmira Heights Educational Support Staff Association (hereinafter the “Association”).

WHEREAS, the District and the Association entered into a Collective Bargaining Agreement governing all negotiable items between the District and the Association for the period of July 1, 2024 through June 30, 2027 (hereinafter the “CBA”);

WHEREAS, Article 26, Section 26.8 of the CBA states the following:

§26.8 Out-of-title work.

(a) An employee who works out-of-title (an employee who works, during the employees contractual work hours, in a job classification carrying a higher wage rate performing all job duties of that higher wage position and for which they are qualified per their supervisor to perform) shall be paid the Step 1 rate of pay of the higher wage position only when such work is: (1) directed by the employee’s supervisor; and (2) the work in the higher title is fully assumed and actually performed and (3) the employee submits a time sheet showing actual time worked out of title..

(b) An employee who works out-of-title in a position which pays a lesser hourly rate will be paid at his/her regular rate of pay.

(c) Out of title pay shall not include substitute work for a teacher aide, teaching assistant, or nurse, as these titles are addressed in section 26.15 below.

WHEREAS, during the 2024-2025 school year, Ms. Elizabeth Haralson (Food Service Helper) has taken over kitchen duties for Jean Willard (Cook), when Willard is performing inventory responsibilities and unable to attend to kitchen duties;


WHEREAS, prior to the revision of the language at Section 26.8 of the CBA (above), Ms. Haralson received out-of-title pay when performing the kitchen related responsibilities for the Cook;

NOW THEREFORE, it is mutually agreed between the parties as follows:

1. Notwithstanding the contractual language at Section 26.8 of the CBA specifying that “all job duties” of the higher classification must be “fully assumed and actually performed,” commencing on 9/6/24 (date), Ms. Haralson will receive out-of-title pay for hours performing kitchen related duties of the Cook (cooking food for the day/taking the lead in the kitchen) when Willard is present performing her other duties as a Cook in the inventory room.
2. This Agreement is not to be construed as precedent setting nor binding on the parties. This Agreement is being executed in recognition of Ms. Haralson’s dedicated service to the District and previous compensation when performing kitchen related duties of Cook.
3. This Agreement does not constitute a waiver of any right preserved by the parties and that are otherwise vested under the regulations, laws, and constitution of the State of New York or federal law.
4. This Agreement constitutes the complete agreement by and between the parties and may not be changed or modified except in writing executed by the same parties hereto.
5. This Agreement shall continue so long as Ms. Haralson is specifically performing kitchen related duties of the Cook on days when the Cook is performing inventory responsibilities.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed on the date herein written:

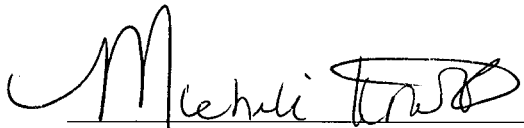
**ELMIRA HEIGHTS
CENTRAL SCHOOL DISTRICT**



By: Michael Gill
Its: Superintendent of Schools

Date: 11/6/2024

**ELMIRA HEIGHTS EDUCATIONAL
SUPPORT STAFF ASSOCIATION**



By: Michelle Knott
Its: President

Date: 11/6/2024