

**MEMORANDUM OF AGREEMENT**  
**between the**  
**ELMIRA-HEIGHTS CENTRAL SCHOOL DISTRICT**  
**and**  
**ELMIRA-HEIGHTS EDUCATIONAL**  
**SUPPORT STAFF ASSOCIATION**  
*Furloughs during the 2020-2021 School Year*

**THIS MEMORANDUM OF UNDERSTANDING** is made by and between the Elmira Heights Central School 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, 2018 through June 30, 2022 (hereinafter the “CBA”);

**WHEREAS**, Article 6 of the CBA addresses reductions in hours and layoffs of employees generally;

**WHEREAS**, Article 13 of the CBA sets forth the work year and workday for employees;

**WHEREAS**, Articles 14, 15, 18, and 19 address paid holidays, paid vacation time, paid personal leave days, and paid sick leave, respectively, for eligible employees;

**WHEREAS**, Article 16 of the CBA addresses District-provided health insurance for eligible employees;

**WHEREAS**, Article 26 of the CBA addresses compensation for employees;

**WHEREAS**, the District has submitted and posted a reopening plan addressing safely reopening school to students during the COVID-19 pandemic for the 2020-2021 school year (“Reopening Plan”);

**WHEREAS**, the District reopened to students on September \_\_, 2020 pursuant to its Reopening Plan and is currently operating under a hybrid model with existing and prospective transitions to fully remote instruction for all/some of its students to address the COVID-19 pandemic safety concerns (“Transitions to Remote Learning”);

**WHEREAS**, Transitions to Remote Learning have previously caused and are expected to cause the workload of certain employees to decrease significantly to a point where they are not needed to report to work;

**WHEREAS**, to avoid potential layoffs of employees during shorter Transitions to Remote Learning periods, the District and the Association wish to develop a furlough arrangement whereby affected employees could be temporarily laid off without pay, while maintaining some benefits as specified hereinafter;

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

1. At any point in time during the 2020-2021 school year when the District Transitions to Remote Learning, the District may, as an option, temporarily layoff staff without pay while continuing some benefits provided under the CBA that are specifically addressed hereinbelow (hereinafter "Furlough"). The Furlough is intended to be in lieu of a layoff without benefits.

2. Anticipated Length of the Furlough.

The Furlough is intended to be short-term and no longer than one (1) month. However, the District has full discretion to continue the Furlough beyond one (1) month due to continued lack of work for employees, if approved by the Board of Education.

The District may discontinue the Furlough at any time by immediately pursuing layoffs of employees who are on Furlough or by recalling employees to active service based on need. The Board of Education additionally has the discretion to implement a layoff in lieu of a Furlough.

3. Affected Employees. In the event a Furlough is approved by the Board of Education due to decreased job duties, the District will identify the affected job classification(s) where the workload has decreased due to remote learning and will first take volunteers within such job classification for Furlough. If there are not enough volunteers to adequately address the reductions necessary, the District may then Furlough additional employees within the job classification based on seniority with the least senior employee furloughed first.

Sections 6.1, 6.2, and 6.3 of the CBA shall not apply to Furloughs.

4. Recall from Furlough. The first employees to be recalled from Furlough will be those within a job classification who were involuntarily furloughed and who are the most senior of such employees. After all involuntarily furloughed employees have been recalled, then the employees who voluntarily were furloughed will be recalled with the least senior being recalled first until all are recalled.

Employees will be provided twenty-four (24) hours' prior notice before they are recalled and expected to return to active duty.

5. Modifications to Work Year and Workday. Sections 13.1 and 13.2 of the CBA (work year and workday) shall not apply while an employee is Furloughed, as the employee will not report to work and will not be paid. After a Furlough affecting bus drivers, all drivers will return to their originally assigned bus runs pursuant to Section 13.4 of the CBA.

6. Benefits to be Continued. The following benefits provided for in the CBA will be continued for employees who are on Furlough:
  - Health insurance will continue as though the employee remains on active status pursuant to Section 16.1(b) of the CBA during the period of Furlough. The employee will be responsible for contributing his/her share of the health insurance premium as set forth in Section 16.1(b) of the CBA. This payment (or a portion of the same) may be made by deducting such amount from any longevity payment due and owing to the employee while he/she is Furloughed. If the employee does not receive a longevity payment and/or the health insurance contribution due is not paid after such deduction, the employee's contribution shall be paid either by direct payment to the district bi-weekly when due or by a repayment plan with terms negotiated between the parties.
  - Section 16.7 of the CBA shall not apply during the course of the employee's Furlough period.
  - Personal leave credited to the employee pursuant to Section 18.1(a) of the CBA shall remain unchanged for the 2020-2021 school year for employees who are on Furlough.
  - Sick leave credited to the employee pursuant to 19.1(a) of the CBA shall remain unchanged for the 2020-2021 school year for employees who are on Furlough.
  - An employee's time while on Furlough will be counted towards his/her service time for purposes of calculating future longevity pursuant to Section 26.4 of the CBA.
7. Benefits to be Modified. The following benefits provided under the CBA will not be continued/will be modified during the course of the Furlough period:
  - Emergency days or Holidays that occur while an employee is on Furlough will not be paid pursuant to Sections 13.5, 14.1, and 14.2 of the CBA.
  - Vacation time earned for the 2020-2021 school year and credited pursuant to Section 15.1 of the CBA will be adjusted/prorated based on the time the employee actually worked and was not on Furlough. Vacation time earned and credited for the 2020-2021 school year that is not used as of June 30, 2020 (up to 5 days) may be carried over into the 2021-2022 school year and used commencing September 1, 2021 through December 31, 2021. The scheduling of vacation time and notification of use of vacation time provisions in Sections 15.3 and 15.4 of the CBA will continue to apply to carry over days.
  - Employees will not be paid while on Furlough pursuant to Article 26. When the employee is recalled from Furlough, he/she will have his/her rate of pay that was in effect prior to the Furlough reinstated.
8. The modifications set forth above are intended to address the unique situation caused by the COVID-19 pandemic and continued safe operations of schools. The modifications contained herein shall only be in force and effect for the 2020-2021 school year.

9. 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.

***SIGNATURE PAGE FOLLOWS***

**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: \_\_\_\_\_

**ELMIRA HEIGHTS EDUCATIONAL  
SUPPORT STAFF ASSOCIATION**

\_\_\_\_\_  
By: Melissa Kelley  
Its: President

Date: \_\_\_\_\_