

MEMORANDUM OF AGREEMENT
between the
ELMIRA-HEIGHTS CENTRAL SCHOOL DISTRICT
and
ELMIRA-HEIGHTS EDUCATIONAL
SUPPORT STAFF ASSOCIATION
Shared Work Program 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 10, 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 the 2020-2021 school year, the District and the Association wish to apply to the New York State Department of Labor for a Shared Work Program whereby affected employees would work reduced hours, pursuant to an approved plan, and retain some benefits.

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 reduce hours of staff within a specific job title by twenty percent to sixty percent pursuant to a Shared Work Program Plan approved by the New York State Department of Labor ("Shared Work Program"). The implementation of the Shared Work Program is intended to be in lieu of layoffs.

2. Anticipated Length of the Shared Work Program.
The Shared Work Program is intended to start on _____ (Date) and run until such time as it is modified or ended by the District by failing to certify the continuation of the plan and provision of benefits thereunder to the New York State Department of Labor for any given week. The maximum period the Plan will provide benefits to employees/participants is twenty-six weeks.

The District is not prevented from removing certain employees from the Shared Work Program to return them to work or to institute layoffs.

3. Affected Employees. All employees in a particular job classification will be affected by reduced hours under the Shared Work Program equally. Not all members of the Association may be impacted by the Shared Work Program. The reductions will be specified in the Shared Work Program application that will be filed with the Department of Labor. The work week/work hours for each employee in the Shared Work Program will be developed by the employees' supervisor and circulated before the start of any given week. Modifications to work hours and work week under the Shared Work Program may be made, as mutually agreed upon by and between the District and the Association. Any such modification will be reported by the District as a modification to the Shared Work Program plan to the Department of Labor and will commence starting on Mondays.

Sections 6.1, 6.2, and 6.3 of the CBA shall not apply to the Shared Work Program.

4. Termination of the Shared Work Program. The District will have the sole discretion to end the Shared Work Program at the end of a work week (on Friday) by not certifying continued benefits under the Shared Work Program/not continuing the Shared Work Plan with the Department of Labor.
5. Modifications to Work Year and Workday. Sections 13.1 and 13.2 of the CBA (work year and workday) shall not apply while the Shared Work Program is implemented. After the Shared Work Program has ended, all bus drivers will return to their originally assigned bus runs pursuant to Section 13.4 of the CBA and all other employees will return to their originally scheduled work year and workdays.
6. Benefits to be Continued. The following benefits provided for in the CBA will be continued for employees who are working under the Shared Work Program:

- Health insurance will continue as though the employee remains on regular active status pursuant to Section 16.1(b) of the CBA with contributions deducted from pay. If the employee's contribution is not paid in full from deductions from pay during the Shared Work Program, the same 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.
 - 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 in the Shared Work Program.
 - 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 in the Shared Work Program.
 - Employee's service time will not be adjusted for time off during the Shared Work Program for purposes of calculating future longevity pursuant to Section 26.4 of the CBA.
 - Holidays will continue to be paid for any employee working under the Shared Work Program who is otherwise entitled to the same pursuant to §§ 14.1 and 14.2 of the CBA.
 - Snow or emergency days will continue to apply if an employee is scheduled to work under the Shared Work Program and is otherwise entitled to the same pursuant to §13.5 of the CBA.
 - Vacation time earned and credited for the 2020-2021 school year pursuant to § 15.1 of the CBA will not be affected due to an employee working under a Shared Work Program.
7. Benefits to be Modified. The following benefits provided under the CBA will not be continued/will be modified during the Shared Work Program:
- 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 to 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 for days not worked while in the Shared Work Program. Employees shall receive their regular hourly rate for each hour worked under the Shared Work Program pursuant to Article 26.
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 and are not be construed as precedent setting or binding on either party. The modifications contained herein shall only be in force and effect for the 2020-2021 school year.
9. This Agreement does not constitute a waiver of any right preserved by the District and vested in it by the Rules and Regulations of the Commissioner of Education and the Board of Regents and by the laws and constitution of the State of New York.

10. 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:

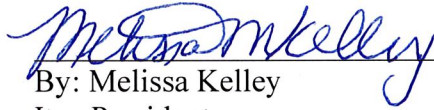
**ELMIRA HEIGHTS
CENTRAL SCHOOL DISTRICT**



By: Michael Gill
Its: Superintendent of Schools

Date: 11/12/2020

**ELMIRA HEIGHTS EDUCATIONAL
SUPPORT STAFF ASSOCIATION**



By: Melissa Kelley
Its: President

Date: 11/12/20