



Collective Bargaining Agreement

Between

Elmira City School District

And

Communications Workers of America Local 1111, AFL-CIO

For the Period

July 1, 2022 through June 30, 2025

ARTICLES

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
1.	RECOGNITION.....	4
2.	GENERAL PROVISIONS.....	4
3.	MANAGEMENT RIGHTS.....	5
4.	TERMINATION OF EMPLOYMENT.....	6
5.	WAGES.....	6
	5.01 Wages	
	5.02 Mileage	
	5.03 License Reimbursement	
	5.04 Overtime	
	5.05 Minimum	
	5.06 Pay for Annual Physical	
	5.07 Longevity Payment	
	5.08 Pay Period/Direct Deposit	
6.	WORK YEAR, CONFERENCE DAYS AND SNOW DAYS.....	10
	6.01 Work Year	
	6.02 Conference Days	
	6.03 Snow Days	
	6.04 Delayed Openings	
7.	HOLIDAYS.....	11
8.	LEAVES OF ABSENCE.....	11
	8.01 Sick Leave/Family Leave	
	8.02 Bereavement Leave	
	8.03 Emergency Leave	
	8.04 Personal Leave	
	8.05 Maternity, Adoption and Sick Leave	
	8.06 Volunteer Firemen's Leave	
	8.07 Court Attendance	
	8.08 Jury Duty	
9.	VACATIONS.....	15
	9.01 Vacation Time	
	9.02 Carryover	
	9.03 Payout Upon Retirement	
10.	JOB POSTING, BIDDING, FIELD TRIPS & SENIORITY.....	15
	10.01 Job Vacancies	
	10.02 Route Vacancies	
	10.03 Route Combination	
	10.04 Field Trips	
	10.05 Seniority	

	10.06	Out-of-Title Work	
	10.07	Eight-Hour Employees	
	10.08	Noon Runs	
11.		TARDINESS.....	19
12.		MECHANICS.....	19
13.		DISABILITY.....	20
14.		HEALTH INSURANCE.....	20
	14.01	Eligibility	
	14.02	Health, Vision, and Dental Coverage for Employees	
	14.03	Health, Vision, and Dental Coverage for Retirees	
	14.04	Contributions to the Cost of Providing Health Benefits	
	14.05	Continuation of Benefits During Unpaid Leave	
	14.06	Cash-in-Lieu of Health Benefits	
	14.07	Health Flexible Spending Account	
	14.08	Medical Reimbursement Supplement	
15.		RETIREMENT AND DEATH BENEFIT.....	23
16.		GRIEVANCE PROCEDURE.....	23
17.		NO STRIKE CLAUSE.....	24
18.		SUMMER WORK AGREEMENT.....	24
19.		UNION SERVICE FEE.....	25
20.		EMPLOYEE TAX SHELTERED ANNUITY.....	25
21.		SAFETY.....	26
22.		EPIDEMIC/PANDEMIC/INFECTIOUS DISEASE STATE OF EMERGENCY....	26
23.		DURATION.....	27

AGREEMENT

THIS AGREEMENT is made effective as of the first day of July 2022, by and between the Elmira City School District, having its principal office at 430 W. Washington St., Elmira, N.Y., hereinafter called "School District" or "District," and the Communications Workers of America, Local 1111 hereinafter called "C.W.A." In consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

ARTICLE 1

UNION RECOGNITION/REPRESENTATION

1.01 The School District hereby recognizes the C.W.A. as the exclusive representative of Monitor, Dispatcher, School Bus Drivers, Mechanics, and Head Mechanic as certified by P.E.R.B. in Case #C-C1303. This recognition shall extend for the duration of this Agreement.

1.02 CWA Non-paid Business Hours: Employees who are authorized representatives of the Union will be excused without pay, at the request of an authorized officer of the Union to attend to the business of the Union for up to a total twelve (12) days. The Union shall make all requests for excused absences as far in advance as possible, but in no event later than five (5) business days. The District shall act promptly upon each request and such requests shall not be unreasonably denied. Additionally, upon written request of the CWA President, the Superintendent or designee may grant additional release days.

1.03 Bargaining Committee: CWA Bargaining Committee members normally scheduled to work during bargaining sessions (e.g. full-time employees), shall not suffer any loss of pay for attendance at any such meetings which occur during their regularly scheduled work time.

ARTICLE 2

GENERAL PROVISIONS

2.01 This Agreement shall constitute the full and complete Agreement between the parties hereto and shall not be altered, changed, added to, deleted from, modified, or amended except by written agreement signed by both of the parties hereto.

2.02 SEPARABILITY In the event that any provision of this Agreement shall be determined to be illegal, said provision shall be considered null and void. Such determination shall not affect any of the other provisions of this Agreement, which shall continue in full force and effect.

2.03 All of the provisions of this Agreement shall be binding upon the parties hereto until the expiration date of this Agreement.

2.04 The School District and the C.W.A. agree that, for the life of this Agreement, neither shall be obligated to bargain collectively with respect to any subject or matter included herein or otherwise proposed.

2.05 Negotiations for the next contract shall commence in March of the expiration year of this Agreement.

2.06 PLAN FOR PARTICIPATION The C.W.A. agrees that it and the employees it represents will fully meet the requirements of the Elmira City School District's Plan for Participation.

ARTICLE 3

MANAGEMENT RIGHTS

3.01 The C.W.A. recognizes that among the vested rights of the School District are: Assigning and supervising its employees; determining the number of employees to be hired; the rights to hire, suspend, discharge, discipline, demote, promote, transfer; to abolish positions; and to determine the number and schedule of hours to be worked. These rights of the School District are not all inclusive. They merely point out the types of rights which are inherent to the employer.

3.02 It is understood that these management rights shall not abridge existing federal, state, local, or Civil Service laws, or the same as they shall be amended from time to time.

3.03 Except as expressly provided otherwise in this Agreement, the determination and administration of District policies, the operation and management of the District transportation department, and the direction of employees are vested exclusively in the Board of Education.

3.04 The District will not place anonymous derogatory material in any employee's personnel file. An employee shall have the right to review the contents of their personnel file. An employee who wishes to review their personnel file shall give the personnel office at least two (2) days advanced notice. An employee shall have the right to respond to any materials contained in their personnel file.

3.05 The District may permit employees or official volunteers who are not unit members to transport students on field trips or to competitive events subject to the following restrictions.

i) Such trips may involve only one van or other District vehicle, no more than fifteen (15) times in a school year.

ii) If the District elects such trips, no more than two (2) of those trips may have Saturday departures in a school year.

iii) No guests (e.g., spouse, friend) of such employee or volunteer may travel in a District vehicle.

iv) The District will maintain a record of transport specifically addressed within this Section which will be provided to the Union in writing on a monthly basis, including the requirements from Sections 3.05 (vii).

v) The parties agree that transport specifically addressed within this Section is not intended to diminish the role of Bargaining Unit drivers nor cause Members of the Unit to be displaced.

vi) or if mutually agree upon the District and CWA can assign transportation to permit employee or official volunteer not included in section (i).

vii) Employees or official volunteers must comply with laws 8 NYCRR 156.3(b iv) and (15NYCRR 6.2)

ARTICLE 4

TERMINATION OF EMPLOYMENT

4.01 In the event of the resignation of an employee, such employee shall give at least two (2) weeks' written notice to the School District. This may be waived by the District.

4.02 If the School District finds it necessary to reduce the workforce through layoffs, suspensions, or demotions, it shall do so consistent with the provisions of Articles 80 & 81 of the Civil Service Law.

ARTICLE 5

WAGES

5.01(a) Employees shall be paid hourly wages according to the Schedule set forth in 5.01(c).

The period July 1, 2022 - June 30, 2023, shall represent a 3.5% increase over the prior school year.

The period July 1, 2023 - June 30, 2024, shall represent a 3.5% increase over the prior school year.

The period July 1, 2024- June 30, 2025, shall represent a 3.5% increase over the prior school year.

5.01(b) Placement will be made in accordance with calendar year of hire as set forth in the tables. Any employee who has not topped out and is absent from work on an unpaid leave of absence of six months or more loses a year of service credit and will be treated as having a hire date one year later than when the employee was hired.

5.01(c) Rate Schedules.

Drivers

Year Hired	Increase 7/1/2022	Increase 7/1/2023	Increase 7/1/2024
2024-2025			\$22.25
2023-2024		\$21.50	\$22.25
2022-2023	\$20.77	\$21.50	\$24.67
2021-2022	\$20.77	\$23.84	\$27.10
2020-2021	\$23.03	\$26.18	\$29.51

2019-2020	\$25.29	\$28.51	\$31.93
2018-2019	\$27.55	\$30.85	\$31.93
Pre- 2018	\$29.81	\$30.85	\$31.93

Monitor/Dispatcher

Year Hired	Increase 7/1/2022	Increase 7/1/2023	Increase 7/1/2024
2024-2025			\$24.39
2023-2024		\$23.57	\$24.39
2022-2023	\$22.77	\$23.57	\$26.81
2021-2022	\$22.77	\$25.90	\$29.20
2020-2021	\$25.02	\$28.21	\$31.61
2019-2020	\$27.26	\$30.54	\$34.02
2018-2019	\$29.51	\$32.87	\$34.02
Pre- 2018	\$31.75	\$32.87	\$34.02

Mechanic

Year Hired	Increase 7/1/2022	Increase 7/1/2023	Increase 7/1/2024
2024-2025			\$29.76
2023-2024		\$28.75	\$29.76
2022-2023	\$27.78	\$28.75	\$31.44
2021-2022	\$27.78	\$30.38	\$33.14

2020-2021	\$29.35	\$32.02	\$34.83
2019-2020	\$30.94	\$33.65	\$36.51
2018-2019	\$32.51	\$35.28	\$36.51
Pre- 2018	\$34.08	\$35.28	\$36.51

Head Mechanic

	Increase 7/1/2022	Increase 7/1/2023	Increase 7/1/2024
	\$38.96	\$40.32	\$41.73

5.01(d) All pay raises shall be retroactive to July 1, 2022 and shall generally be paid within thirty (30) days of Board of Education ratification of this Agreement, however, in no event later than forty five (45) days of such ratification.

5.01(e) The parties agree that the District may switch from a twice-monthly to an every-two-weeks payroll schedule if and when all District unions agree.

5.01(f) TOP-OUTS

- (i) All unit members on July 1 of the sixth school year shall be topped out.
- (ii) Beginning on July 1 in the third school year, a unit member shall be paid in addition to base as set forth in paragraph 5.01(c) one quarter of the difference between base and the highest hourly rate in the same position for that year;
- (iii) Beginning on July 1 in the fourth school year, a unit member shall be paid in addition to base as set forth in paragraph 5.01 (c), one half the difference between base and the highest hourly rate in the same position for that year.
- (iv) Beginning on July 1 in the fifth school year, a unit member shall be paid in addition to base as set forth in paragraph 5.01 (c), three-quarters the difference between base and the highest hourly rate in the same position for that year.

5.02 MILEAGE Mileage increment increases will be replaced with a \$1.25 increase to the base hourly rate of all drivers effective July 1, 2019 and an additional \$0.75 increase to the base hourly rate of all drivers effective July 1, 2020. Such increases will be added prior to contractual percentage increases.

5.03 LICENSE REIMBURSEMENT The District will now reimburse all employees one-eighth

(1/8) of the actual cost of a driver's license and said amount will be payable as of June 30 of each year.

5.04 OVERTIME Overtime pay will be at the rate of time-and-one-half for all hours worked over forty (40) hours per week or over eight (8) hours per day, and for any hours worked on a holiday, and any hours worked on a Sunday with prior approval.

5.05 MINIMUM A minimum of two (2) hours pay shall be granted for all trips made and trips which have been canceled after the driver has been called to work, including mechanics who are called in early. There will be a minimum pay of two (2) hours for all regular runs.

5.06 PAY FOR ANNUAL PHYSICAL The District will pay employees a minimum of two (2) hours pay for each part of their physical (if split over different days) when performed outside their normal working hours. The District will provide transportation or pay mileage if a personal vehicle is used at the current IRS mileage rate if an employee is required to obtain a physical outside the ECSD Bus Garage scheduled location.

5.06 LONGEVITY PAYMENT

Any employee who has been employed continuously for seven (7) years with the District shall be entitled to the following longevity payments beginning his/her eighth year of service:

8 Years	11 Years	14 Years	17 Years
\$1.25/hr	\$1.50/hr	\$1.75/hr	\$2.00/hr

20 Years	23 Years	26 Years	29 Years	32 Years
\$2.25/hr	\$2.50/hr	\$2.75/hr	\$3.00/hr	\$3.25/hr

5.07 PAY PERIOD/DIRECT DEPOSIT

a. Unit members shall be paid on the 15th of the month and on the last day of the month. If said days fall on a weekend or holiday, payday shall be on the public banking day immediately preceding the 15th or the last day of the month.

b. The District has implemented a direct deposit plan for the deposit of salary. The direct deposit option provides for the employee to designate one account at any one bank covered by the Federal Deposit Guarantee System for the deposit of their salary.

ARTICLE 6

WORK YEAR, WORK DAY, CONFERENCE DAYS AND SNOW DAYS

6.01 WORK YEAR The work year is 185 workdays as determined by the Supervisor of Transportation in accordance with the school calendar for when regular transportation services are provided. 12-month employees shall normally not be required to work more than 260 days in any school/fiscal year. At the discretion of the District, in any school/fiscal year which may require more than 260 days of work, such employees shall either work such day(s) and be paid (including any associated overtime, if appropriate), or receive an equal amount of time off for such day(s) worked.

i) A driver will not exceed 15 (fifteen) hours of service in one (1) business day. Hours of service include hours of non-driving time (i.e., Field Trips). Drivers will have eight (8) hours of rest time from the end of the day until the start of the next business day.

6.02 CONFERENCE DAYS On a day when every school on a driver's route is closed due to teachers' conference day, that driver is still required to work the Elmira City School District schedule. The District shall notify the Union of Conference Day training topics and scheduled times as far in advance as possible, but in no event later than five (5) business days prior.

6.03 SNOW DAYS Twelve-month employees shall report to work on snow days and days that school has been dismissed early (but not listed on the school calendar) and may be released after a minimum of four (4) hours at their supervisor's discretion. Other employees will be paid, but need not report to work. Unused snow days will be administered as "give-back" days on a schedule to be determined by the District.

6.04 DELAYED OPENINGS

- a. When a delayed opening has been implemented by the District, all employees shall report in accordance with the delayed opening schedule.
- b. All drivers will be paid for a regular scheduled day with an additional two (2) hours pay for completion of the altered work hours.

6.05 SCHOOL CLOSINGS In the event a school is in session outside of the ECSD schedule and the driver is unable to drive, there will be no charge to them and the route will be covered by extra work. In the event a school does not need their scheduled driver and there is no other work scheduled the driver will not be charged.

ARTICLE 7

HOLIDAYS

7.01

- a. Full-time 12-month drivers, dispatchers, monitors and mechanics shall be entitled to fifteen (15) paid holidays, which holidays will be scheduled annually and will be posted by the District.
- b. Full-time 10-month employees shall receive eight (8) holidays (Martin Luther King Day, Columbus Day, Veteran's Day, Thanksgiving, Christmas, Good Friday, Memorial Day, and President's Day).
- c. Part-time employees shall have five (5) paid holidays (Martin Luther King Day, Thanksgiving, Christmas, Good Friday, and Memorial Day) per year.

7.02 Request for time off for observance of religious holidays in exchange for scheduled holidays may be submitted to the Supervisor for individual consideration.

ARTICLE 8

LEAVES OF ABSENCE

8.01 SICK LEAVE/FAMILY LEAVE

- a. (i) All full-time twelve-month employees shall be entitled to the following paid sick leave:

5 days in the first year (prorated)
6 days per year in years 1-5
10 days per year in years 6-10
12 days per year from 11-20 years of service
15 days per year after 20 years of service, and
16 days per year after 25 years of service.

- (i) All other employees shall be entitled to the following paid sick leave:

4 days in the first year (prorated)
5 days per year in years 1-5
9 days per year in years 6-10
11 days per year from 11-20 years of service, and
14 days per year after 20 years of service.

- b. Employees may designate up to five (5) days of their sick leave per year as family illness days. Family shall be defined as spouse, child, or other relative living in the employee's household.
- c. Employees may accumulate up to two hundred twenty-five (225) days paid sick leave and shall be paid \$75.00 per unused sick day upon the employee's retirement.

- d. The School District may require a physicians' statement for illness that exceeds three (3) consecutive days; such statement can be obtained from the School Board physician or the employee's physician, whichever the employee prefers.
- e. Proration Upon Separation From Service: The annual sick leave allocations shall be prorated (i.e., be earned) at the rate of one-twelfth (1/12th) per month on the first day of each calendar month of the contract/fiscal year.
- f. Sick Leave Bank.
 - (i) A member may donate up to fifteen (15) days in any school year. Members will not be required to donate additional days. Days collected or donated by members will be subtracted from their accumulated leave and not repaid to them in any way. If the bank is exhausted, it can be replenished through donations of the members on an as-needed basis. Such donations will be collected by the CWA President. In addition, subsequent new hires will be required to give one day to the bank during their first year of employment.
 - (ii) Members with unused sick leave upon death, shall have all unused sick time donated to the sick bank.
 - (iii) Members with an excess of two hundred twenty-five (225) days of paid sick leave upon retirement shall have the option to donate all or part of such excess to the Sick Leave Bank.
 - (iv) Members in need of days from the sick leave bank may apply in writing to the CWA President and Superintendent. The written request shall include a letter from the employee re-questing the amount of time needed and a statement from the attending physician identifying the need as FMLA qualifying. The District may question the adequacy of the medical certification in compliance with the Family and Medical Leave Act. Once it is identified as an FMLA-qualifying leave, the amount of sick bank days to be credited to any employee will be limited to no more than 30 days per incident as awarded by the CWA President. No repayment of days will be made to the bank by the recipient or the District.
 - (iv) Sick bank leave runs concurrently with the member's entitlement of up to twelve weeks of FMLA leave and in no way should be construed as extending the length of FMLA leave past the amount of leave which is required by law.

8.02 BEREAVEMENT LEAVE

- b. A death in immediate family. An employee shall be entitled to up to five (5) days paid leave for a death in the immediate family. The term "immediate family" means parent, spouse, child, grandchild, grandparent, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law and brother-in-law.
- c. Death outside immediate family. An employee shall be entitled to one (1) day paid leave for the death of foster siblings, half-siblings, nephew, niece, aunt, uncle, and in-laws not included in paragraph "a" above. However, up to five (5) days leave may be allowed

upon approval of the Superintendent or his/her designee. Any days granted in excess of the one (1) day shall be taken as consecutive days.

8.03 EMERGENCY LEAVE

- b. One (1) additional day of leave may be allowed for emergencies upon approval of the Superintendent or his/her designee.

8.04 PERSONAL LEAVE

- b. All employees may receive three (3) days of non-accumulative personal leave per year with pay. Request for personal leave must be submitted on the personal leave form 48 hours in advance of the day being requested. The request shall be submitted to the Supervisor of Transportation. In cases of emergency, the 48-hour notice may be waived by the Supervisor of Transportation. In all cases, the work of the department shall take precedence.
- c. Unused personal leave may either be converted to sick leave at the end of each year and added to the employee's sick leave accumulation or, at the employee's option, shall be paid to said employee at his/her then daily rate of pay. The employee must make this determination and notify Payroll on or before June 1st.

8.05 MATERNITY, ADOPTION AND SICK LEAVE

Maternity or adoption leave can begin at any time an employee requests. It lasts for no more than one (1) year unless an extension for one (1) year or less is requested by the employee and granted by the Board. No salary is payable for maternity or adoption leave.

- b. Employees desiring sick leave benefits on account of pregnancy and childbirth will be required to submit to the Superintendent a certificate from their physician setting forth the date after which they were incapacitated from carrying on their duties. If an employee claims sick leave benefits for any period subsequent to the 14th day after delivery, she must submit a physician's statement of disability for each 14-day period of benefits claimed. The employee must also submit a letter to the Director of Administration requesting the leave.
- c. The Physician's statement is due on the 14th calendar day or the next following working day if the calendar day falls on a non-school day. Sick leave may not be claimed or granted for days when school is not in session (i.e. holidays, vacations, recesses, etc.)

8.06 VOLUNTEER FIREMEN'S LEAVE

Volunteer Firemen whose collective bargaining representative is C.W.A. and who meet the following criteria will not suffer any loss in pay when responding to a fire.

- b. The employee must have one (1) complete year of active fire service with a volunteer

fire company. The one (1) year service must be verified beforehand and be on file with the Personnel Office and certified by the President of the volunteer fire company.

- c. The call for which an employee can have leave must be a structure fire. Employees may not leave or be late due to M.V.A., Mutual Aide Standby, or EMS calls and snow emergencies.
- d. Employees will not suffer any loss in pay for reporting late after having attended a structure fire immediately preceding reporting to work if they meet the criteria set forth in paragraphs "a" and "b" above.
- e. If there is an unusual circumstance involving a volunteer fireman either being late to work or having to leave work, the employee shall inform the Superintendent in writing of the conditions and request that paid time off be granted. It shall be within the discretion of the Superintendent as to whether to approve the request.

8.07 COURT ATTENDANCE

Employees will be granted time off without loss of pay and paid time outside their normal work day for court attendance when on school business. Time off without loss of pay shall not be granted when such attendance is in a proceeding where the unit member is a party or in a proceeding that involves the unit member's personal business.

8.08 JURY DUTY

Within reason, school employees are encouraged to fulfill their civic obligations in cases of jury duty. The difference between any compensation received and the regular pay of the employee with the District shall be made up by the District. Upon receipt of jury duty notice, a unit member shall provide a copy of said notice to the Director of Human Resources (or equivalent).

8.09 SHORT TERM LEAVE

- a. Unit members may have the privilege of being absent without pay for such reasons as accompanying husband or wife on a trip, going out of town for emergency reasons, etc. Permission for such leave must be attained in advance from the Superintendent or designee.
- b. This leave shall not exceed ten (10) working days. This leave may not be granted more than once every five (5) years unless otherwise approved by the Superintendent or designee.
- c. Members must exhaust all unused personal days prior to the ten (10) working days requested.

ARTICLE 9

VACATIONS

9.01 VACATION TIME

Full-time, 12-month employees shall be accrue paid vacations as follows:

- a. First Year: Employees who, on July 1, have been employed more than one (1) month but less than four (4) months shall receive one (1) day. Employees employed more than four (4) months shall receive one (1) day plus one (1) additional day for each additional two (2) months employment, for a maximum vacation of five (5) days.
- b. Second through sixth year: 10 days.
- c. Seventh through twelfth year: 15 days.
- d. Thirteenth through nineteenth year: 20 days.
- e. Twentieth through twenty-fourth year: 21 days; provided that the twenty-first day may only be used when school is not in session.
- f. Twenty-fifth year and beyond: 23 days; provided that the twenty-second and twenty third days may only be used when school is not in session.
- g. Except for mechanics, employees may not use vacation days during the first two weeks of the school year. During the first two weeks of the student school year, the Superintendent of Transportation may approve vacation for one mechanic.

9.02 CARRYOVER

Employees who earn vacation shall be allowed to carryover unused vacation for a period of two (2) months. Such carry over must be used within the two months or the employee shall forfeit such time. The work of the department shall take precedence over any request for vacation carryover usage.

9.03 PAYOUT UPON RETIREMENT

Up to forty (40) days of unused Vacation will be paid for upon retirement.

ARTICLE 10

JOB POSTINGS, BIDDING, FIELD TRIPS & SENIORITY

10.01 JOB VACANCIES

When vacancies occur in any job classification, a notice of that vacancy shall be posted on a bid sheet on the bulletin board for five (5) working days and a CWA Representative shall be notified. Employees wanting to bid for the job vacancy must sign the bid sheet during the five (5) working

days or waive their right to bid. The length of service in the Unit shall be one of the criteria for promotion and assignment, but not the sole determining factor.

10.02 RUN VACANCIES

For purposes of this Section the following are defined:

- i) Route: the direction in which one is traveling (i.e. map, streets, stops).
 - ii) Run: the assignment or awarded bid to the members.
 - iii) Vacancy: when a run is expected to be unoccupied for thirty (30) days or more due to medical leave, retirement or termination.
- a. When run vacancies occur, management and the Union will review vacancies on the last business day of the week. Any vacancy shall be posted on a bid sheet on the bulletin board for five (5) working days and the Local Union President and Vice President shall be notified. Employees wanting to bid on the run route must sign the bid sheet during the five (5) working days or waive their right to bid. Seniority shall be the sole determining factor. At the end of the allotted bid time the member shall be notified of the awarded BID and start the BID by the first business day of the following week unless otherwise agreed upon by management and the Union. In the event the vacancy is due to a temporary medical leave, the run will be awarded temporarily until either the Driver returns or has been out for one (1) calendar year, in which case the run will be put up for permanent BID.
 - b. Each run vacancy and up to two vacancies that occur as a result of that first vacancy will be filled by the above rules with one exception, within three (3) working days (i.e. seventy-two [72] hours) or the employee waives their right to bid. All other route vacancies that occur will be filled beginning with the least senior unassigned driver.
 - c. When seniority is not the determining factor, a written explanation will be given to senioremployees who are not selected, if they request it.
 - d. After one (1) calendar year of separation a vacancy will be placed up for a permanent BID unless otherwise agreed to between the Union and the District. If no employee bids on a run vacancy, the run will be assigned to the least senior driver; provided, however, that the District may assign someone other than the least senior driver if the District provides a reason in writing for the assignment.
 - e. The Local Union shall be notified of any written notifications requested in Sections 10.02 (c), (d) and (e) above, and in Section 10.03 below.

10.03 ROUTE COMBINATION

If runs are combined, the senior driver will be awarded the remaining run unless there is a reasonable and demonstrable factor for not awarding the remaining run to the senior driver. If the run is not given to the senior driver, a written explanation will be given to him/her if he/she requests it. If a discontinued run is reinstated within thirty (30) days of the discontinuance, the last driver assigned will be given two (2) working days to resume the run prior to the run being put out for bid. Prior to completing a route combination the District will inform the Union.

10.04 FIELD TRIPS & SPECIAL EVENTS

- a. A field trip sheet and special event sheet shall be posted on the bulletin board at all times. All drivers wishing to make trips must sign the sheet. New names added to the sheet shall be placed in rotation at the bottom.
- b. New drivers will not be eligible for field trips until ninety (90) calendar days after they receive a regular or unassigned run.
- c. On Wednesday of each week, field trips and special events for the coming week will be assigned to the most senior driver using the top third of the list for two (2) consecutive weeks to equalize the trip list. If there is a need to ask for additional drivers beyond the top third of the list, then the driver(s) time will not be charged.
- d. During a holiday break week the list will not be used, instead the Extra Work List will be used (Article 10.08).
- e. The Vice President, Assistant Vice President or Unit Director will be paid to oversee this assignment of field trips and special events for one hour each week at his/her regular hourly rate.
- f. When a driver fails to report on time for three (3) field trips in a school year, that driver shall receive notice that upon the next late arrival, he/she shall be removed from the field trip list for a period of 60 calendar days.
- g. Drivers returning with less than eight (8) hours of rest between the end of the work day and the start of the work day will report to the District the time they will be able to work.
- h. Events scheduled and completed between the A.M. and P.M. runs will be assigned to Drivers by use of the Special Events List. All other Events will be assigned by the Field Trip rotation list. At any time an Event is not covered by this language, an agreement will be made between the District and the Union.

10.05 SENIORITY

- a. "Seniority" is defined as the length of continuous service following the date of the initial regular job assignment. For all employees other than drivers, the initial regular job assignment shall be deemed to commence as of the effective date of an appointment by the Board of Education. For drivers, the initial regular job assignment shall be deemed to commence as of the effective date of the driver's appointment by the Board of Education. Time spent in driver training or solely as a substitute driver shall not count towards seniority.
- b. Seniority lists shall be maintained for the following categories: drivers, mechanics, monitors, dispatchers. Layoffs and callbacks shall be made from these lists unless otherwise expressly required by law.
- c. Prior to new employees being submitted to the Board, there will be a review between the

District and the Union.

10.06 OUT-OF-TITLE WORK After five (5) consecutive working days, When someone does out of title work on a temporary basis, (ex. Mechanic to Head mechanic, Driver to Dispatcher, Driver to Monitor, or Driver to Mechanic, that person shall receive the difference in pay from their salary to the higher paying salary, (including stipends). This also includes dispatchers, monitors, and all other 10 month positions. All temporary positions should be filled within 10 working days of the vacancy of the position.

10.07 Eight-hour employees are not eligible for field trips.

10.08 EXTRA WORK Shall include coverage for: substitute noon runs, substitute night runs, bus clean-ups, snow removal, staff transportation, drills, substitute early dismissals, summer substitutes, and special event driving. Any additional work added during the year will be discussed between the Union and the District before being added to the Extra Work Lists. Each item identified for Extra Work will be on its own rotational list.

Extra Work and associated coverage shall be awarded as follows:

a. All Drivers shall be placed on a rotational lists in seniority order and shall bid on the available runs any Extra Work and associated coverage until each noon run such work is awarded.

b. Once a Driver is awarded any Extra Work or associated coverage they will move to the bottom of the rotational list in seniority order for that work until all ten (10) Drivers have bid on or accepted such work.

10.09 Additional Duties Shall include but not be limited to:

- a. Paid at minimum two (2) hours: physicals, blue slips, early out, cleaning (bodily fluids), emergency trips, last minute trips, turn-by-turn, middle school and high school late bus and bus-washing substitutes.
- b. Paid at minimum of one (1) hour: random drug tests, fire drills, School Bus Driver training, Wednesday dismissals, or day agreed upon by District per the ETA Contract.
- c. Mopping will be paid at one half (1/2) hour, unless otherwise authorized.

10.10 Training Of New Hires:

When additional members are needed to train new hires, the District will create a five (5) day posting to fill such opening(s). Interested Drivers must have two (2) years of driving experience with ECSD. During this period interested drivers will submit a letter of interest/intent to the District. Any Driver not accepted for such posting(s) shall be notified in writing, within 10 days.

Additional Drivers added to the already-formed list as of July 1, 2019 will be added to create a New-Hire Trainer seniority list based on when they become trainers. This list will then be used on a rotational basis, as needed, for future training of new Drivers.

The District will communicate any changes to the Federal Motor Carrier Training Rules and Regulations with the Union.

10.11 Unassigned Drivers

Unassigned drivers will be assigned to replace a driver for part or all of their shift during their absence. The least senior driver(s) will be assigned first and will follow the sequence to the most senior driver being assigned last as needed for coverage of regular runs. In the event drivers are not needed to drive, they may be assigned to ride with another driver for observation of the route and paid at their regular rate. At the discretion of management, the most senior unassigned driver may be used for stand-by needs. All unassigned drivers must be used to fill driving assignments prior to the use of monitors, dispatchers, and mechanics.

ARTICLE 11

TARDINESS

11.01 Each employee is expected to be punctual. Excessive and habitual lateness in reporting for work will be subject to reprimand or other action according to law as deemed necessary by the Supervisor of Transportation.

ARTICLE 12

MECHANICS

12.01 The District will purchase \$250 worth of safety-certified footwear of the Mechanics' choice in each fiscal/contract year. Mechanics may choose to apply any remaining amount of this allotment, in combination with their own funds, if necessary, for purchase of additional safety-certified footwear yearly, so long as it is applied in the same fiscal/contract year. (e.g. if one pair of safety-certified footwear is provided at \$200, then \$50 would remain towards additional safety-certified footwear in that fiscal/contract year).

12.02 Mechanics must be physically present for 8 hours a day to qualify for 2 hours overtime on days school is in session, excluding summer school. Time spent on vacation, sick time, compensation, disability or other time away from work shall not count as being physically present.

12.03 The District will pay to insure against fire, major theft or casualty loss on the personal tools and tool boxes owned and used by the department's mechanics in the regular course of their District duties and stored at the District's bus garage, with the insurance subject to a deductible of Two Hundred Fifty Dollars(\$250.00) per loss. The insurance will not cover normal wear and tear. Each employee has the responsibility to provide an accurate inventory of such tools and such other information as required by the District's carrier for such coverage.

12.04 The CWA and the District acknowledge that the District retains the right to assign appropriately certified mechanics to drive routes after all eligible Drivers, Monitors and all but one (1) Dispatchers are used.

12.05 Mechanics will receive a uniform allowance of five hundred dollars (\$500.00) twice per year(July 1st and January 1st).

ARTICLE 13

DISABILITY

13.01 The School District shall provide for the payment of disability benefits for all employees covered by this Agreement and shall deduct from the salaries of all such employees, the amount provided by Section 209 of the Workmen's Compensation Law as the employee's contribution to the cost of providing such benefits.

13.02 Disability will not count against your medical reimbursement supplement.

ARTICLE 14

HEALTH INSURANCE

14.01 ELIGIBILITY

The District shall provide individual, two-person, or family health, dental, and vision benefits to all CWA members who are employed by the District in positions that regularly require thirty (30) or more hours of service per week or are paid \$3000 (exclusive of overtime) per year, and bus drivers in positions that regularly require twenty (20) or more hours of service per week (each such person, an "Eligible Employee") and retired CWA members who retire while this Agreement is in effect and who, on the date of their retirements: (a) are employed in such positions, (b) are enrolled as a participant in plans sponsored by the District offering such benefits (or as the spouse of a participant if both spouses are employees of the District), (c) have completed at least ten (10) years of employment with the District, and (d) have written confirmation from the applicable New York State Retirement System evidencing their approval for retirement benefits (each such person, an "Eligible Retiree").

14.02 HEALTH, VISION, AND DENTAL COVERAGE FOR EMPLOYEES

Effective July 1, 2014, the District shall provide all Eligible Employees the opportunity to participate in the following health benefits:

- a. Medical, surgical, and prescription drug coverage for participants and their spouses and dependents as set forth in the current plan;
- b. Dental coverage (including coverage for preventive care and orthodontic care) for participants and their spouses and dependents as set forth in the current plan.
- c. Vision coverage (including coverage for eye examinations, eyeglasses, and contact lenses) for participants as set forth in the current plan.

An Eligible Employee shall be eligible to participate in vision and dental benefits offered by the District even if he or she does not participate in the medical, surgical, and prescription drug coverage described in (a) above.

For the period from the beginning of the term of this Agreement through the day before the effective

date noted above, health, vision, and dental coverage, as applicable, shall be provided by the District pursuant to and to the extent of the terms of the agreement, including amendments thereto, covering the period immediately preceding this Agreement.

14.03 HEALTH, VISION, AND DENTAL COVERAGE FOR RETIREES

Each Eligible Retiree shall be provided by the District an opportunity to participate in the benefits described above in Section 14.02, as such benefits might be altered from time to time by negotiations between the District and CWA for its active members, until such date as he or she becomes eligible to enroll in Medicare Part A or Part B ("Medicare Eligibility Date"), upon which date, the Eligible Retiree's participation in the plans affording such benefits shall terminate; provided, however, that the spouse/dependent of such Eligible Retiree may continue to participate until his/her own Medicare Eligibility Date, after which the following shall also be offered to such spouse/dependent. From and after an Eligible Retiree's Medicare Eligibility Date, the District shall provide him or her the opportunity to participate in a Medicare Advantage plan. In the event that the District does not offer an Eligible Retiree who has reached his or her Medicare Eligibility Date the opportunity to participate in a Medicare Advantage plan that provides dental coverage, the District shall permit such Eligible Retiree to continue his or her participation in a plan described Section 14.02(b) until such time as the District offers him or her the opportunity to participate in a Medicare Advantage plan that provides dental coverage.

14.04 CONTRIBUTIONS TO THE COST OF PROVIDING HEALTH BENEFITS

The District shall pay an amount equal to eighty-five percent (85%) of all premiums and premium equivalents due for the benefits described in Section 14.02(a) and in Section 14.03. In addition, the District shall pay an amount equal to one hundred percent (100%) of all premium equivalents and premium contributions due for the benefits described in Section 14.02(b) and Section 14.02(c). An Eligible Retiree shall pay the same applicable contribution as active employees, which may increase from year to year. At such time as an individual retiree provides the District with documentation verifying that he/she is now covered under Medicare or that everyone receiving coverage under the retiree's family or multi-person coverage is covered under Medicare, the retiree shall no longer be required to make any premium or premium equivalent payments.

Each Eligible Employee or Eligible Retiree who is eligible to participate in the plans described in Section 14.02 and Section 14.03 shall, as a condition of his or her participation in such plans, remit to the District an amount equal to that portion of the premiums or premium equivalents (as applicable) not paid for by the District pursuant to the preceding paragraph due for his or her coverage (and that of any spouse and dependents enrolled through him or her) under such plans. The District shall afford all employees eligible to participate in one or more of the plans described in Section 14.02 an opportunity to participate in a premium conversion plan through which they may pay their share of premiums and premium equivalents due for their coverage under such plans via pre-tax withholding from their wages, which premium conversion plan may require an affirmative written election by employees who do not wish to pay their share of premiums or premium equivalents via pre-tax withholding. Eligible Retirees shall pay installments, in advance, on the first day of July, October, January, and April.

14.05 CONTINUATION OF BENEFITS DURING UNPAID LEAVE

An employee who is on an unpaid leave of absence from his or her employment with the District that

qualifies as leave to which the employee is entitled under the Family and Medical Leave Act of 1993, as amended ("FMLA Leave"), may continue his or her participation in plans described in Section 14.02 in which he or she is participating on the date of the commencement of such leave by making all contributions therefore required under Section 14.04. An employee who is on an unpaid leave of absence from his or her employment with the District that is not FMLA Leave shall be required to pay the District an amount equal to (a) for the first seven (7) months of such leave, the contributions determined under Section 14.04 for such months, and (b) for the remainder of such leave, one hundred and two percent (102%) of the premiums or premium equivalents there- for, as a condition of the continuation of his or her participation in such plans for the duration of such leave.

14.06 CASH-IN-LIEU OF HEALTH BENEFITS

Effective July 1, 2014, the District shall permit each Eligible Employee the opportunity to elect to receive a cash benefit equal to one thousand two hundred dollars (\$1,200.00) in exchange for the Eligible Employee's waiver of his or her right to participate (as an employee, without regard to participation as a spouse or dependent) in the benefits described in Section 14.02(a) for any fiscal year of the District. Such a waiver shall be made in writing prior to the first day of the fiscal year for which it shall be effective or, for newly eligible employees, during an initial enrollment period specified by the District, and otherwise be made on such forms and at such times as the District shall determine from time to time. If the Eligible Employee who executes such a waiver has a spouse who (a) is an employee of the District at the time of the waiver and (b) does not otherwise elect to participate in the benefits described in Section 14.02(a), such spouse shall receive a cash benefit equal to six hundred dollars (\$600), but only if such spouse does not receive a greater amount under another agreement or benefit plan.

Once made, such a waiver shall be irrevocable for the fiscal year for which it has been made; provided, that an Eligible Employee who waives his or her right to participate in the benefits described in Section 14.02(a) on account of his or her enrollment in other similar benefits or coverage shall be permitted to revoke his or her waiver and elect to commence participation in the plan providing the benefits described in Section 14.02(a) upon the loss of such other coverage, subject to the terms and conditions of such plan. In the event that a waiver of benefits is revoked by an Eligible Employee mid-fiscal year, as permitted by the preceding sentence, the cash benefit to which he or she shall be entitled for the fiscal year shall be reduced by one hundred dollars (\$100.00) for every full or partial month in which he or she participates in benefits described in Section 14.02(a) during such fiscal year. If already paid to the Eligible Employee, the amount by which his or her cash benefits are reduced shall be added to the employee's share of premiums or premium equivalents due for the fiscal year under Section 14.04. If an Eligible Employee becomes newly eligible for and makes an appropriate election to receive cash benefits described in this section mid-year, the cash benefit for which he or she shall be eligible shall be prorated as described in the second sentence of this paragraph.

14.07 HEALTH FLEXIBLE SPENDING ACCOUNT

The District shall afford each Eligible Employee the opportunity to participate in a health flexible spending account plan ("Health FSA") into which he or she may elect to have contributions made via pre-tax withholding from his or her wages. All costs of administration of the Health FSA will be borne by the District.

14.08 MEDICAL REIMBURSEMENT SUPPLEMENT

- a. Twelve- and ten-month employees shall be eligible for a One Thousand Dollar (\$1000.00) Medical Reimbursement Supplement. The actual payment is to be based on the individual employee's use of sick leave in the previous school year. For each day the employee is absent due to sickness, the One Thousand Dollar (\$1000) maximum payment shall be decreased by One Hundred (\$100), payable by July 31st.
- b. Part-time employees shall be eligible for a Seven Hundred Fifty Dollar (\$750) Medical Reimbursement Supplement. The actual payment is to be based on the individual employee's use of sick leave in the previous school year. For each day the employee is absent due to sickness, the Seven Hundred Fifty Dollar (\$750) maximum payment shall be decreased by Seventy-five Dollars (\$75), payable by July 31st.
- c. Those employees who get less than ten (10) sick days shall have their incentive prorated for the number of sick days to which they are entitled.
- d. Additionally, deduct days are counted as an absence for the purpose of this section.
- e. Sick leave donated under Section 8.01 (e) Sick Leave Bank shall not be counted against the Medical reimbursement Supplement for any donors.

ARTICLE 15

RETIREMENT AND DEATH BENEFIT

15.01 All employees covered by this Agreement shall continue to be covered under option 75E of the New York State Employees' Retirement System for the duration of this contract.

ARTICLE 16

GRIEVANCE PROCEDURE

16.01 It is agreed that neither the School District nor the Union will try to resolve grievances once they are presented by any means other than this procedure.

16.02 For the purpose of this article, a grievance shall be a complaint by an employee or group of employees that a provision of this Agreement has been violated. All grievances shall be presented by the appropriate authorized representatives of the parties to this Agreement at a time and place mutually agreeable to the parties in accordance with the steps outlined below:

Step 1: Grievances shall initially be presented to the immediate supervisor by the Union Steward or his/her authorized designee. It is the obligation of the Steward to clearly identify the grievance as such. A review of the grievance shall transpire between the parties and an answer shall be given within ten (10) working days. The parties will seek in good faith to resolve the grievance at this step, and to this end the review will be informal. Both the presentation of the grievance and reply will be verbal.

Step 2: If the grievance is not settled at Step 1, it may be appealed in writing within seven (7) working days of the Step 1 decision an authorized Union Representative to the Director of Administration. The appeal shall set forth the act or occurrence complained of and if the grievance involves a claimed contract violation, the Article or Section alleged to be violated. A review of the grievance shall transpire between the parties, and a written answer shall be given within ten (10) working days.

Step 3: If the grievance is not settled at Step 2, it may be appealed in writing by the Local President or his/her designee to the District Superintendent or his/her designee within ten (10) working days after the reply from the 2nd Step is received. A review of the grievance shall transpire between the parties, and a written answer shall be given within ten (10) working days.

16.03 ARBITRATION If the grievance is not settled at step three, the Union can submit the matter to arbitration within sixty (60) days to the American Arbitration Association. However, if both parties agree, the New York State Mediation Service may be used. The decision of the Arbitrator shall be rendered to both parties and shall be binding. The arbitration cost will be borne equally by the parties.

16.04 Any time limits in this article may be waived by the mutual consent of the parties.

ARTICLE 17

NO STRIKE/NO LOCK OUT CLAUSE

17.01 The C.W.A. affirms that it does not have the right (and will not) strike against the School District or assist in, participate in, or condone any strike, slowdown, or work stoppage. The School district affirms it does not have the right (and will not) lock out the employees covered by this collective bargaining agreement.

ARTICLE 18

SUMMER WORK AGREEMENT

18.01

- a. There shall be one (1) summer work sheet posted that records all “driving hours” and “bus washing hours” separately.
- b. The work sheet will be posted prior to or by June 1st of each year and a date will be set at this time for the “awarding” process.
 - i) Work received after the award process will be offered to the most senior “summer driver” until all are exhausted at which time it will be filled by “extra work” lists or drivers not signed up previously.
- c. Drivers who desire summer work must sign the appropriate sheet.
- d. Regular runs will be assigned to the drivers who signed the appropriate sheet in order of seniority.

- e. Supervisor or his designee will make a good faith effort to distribute summer field trips equally by assigning the Senior driver first in a continued rotation.
- f. All summer work (driving, washing buses, field trips, custodial work) will be paid at the regular rate. Drivers washing buses must do a satisfactory wash job and average about one (1) bus every four (4) hours.
- g. Drivers wanting to wash their own bus may do so and will receive four (4) hours pay for it.
- h. If the procedure in this Article is followed and proves unsuccessful, management reserves the right to fill summer work needs as it deems best. The District will discuss any such alternative procedure with the Local Union.
- i. There will be at least one summer standby driver, who will be utilized when coverage is needed.
- j. Drivers unable to attend the “award process” but will be available for the summer work may name a Union Officer as their proxy. They must submit a written letter to the Union and District prior to the “award” date naming who will proxy for them.

ARTICLE 19

UNION SERVICE FEE

19.01 All employees within thirty (30) days of this agreement must be members of the union or pay a union service fee in an amount equal to dues for the service the union is required to render on their behalf. The School District is not liable for this article.

19.02 The C.W.A. agrees to indemnify the School District from any claims or judgments arising from collection of union service fees.

ARTICLE 20

EMPLOYEE TAX SHELTERED ANNUITY

20.01 INSURANCE ANNUITY PLAN – The School District agrees that in accordance with Section 3109 of the Education Law, it will enter into an agreement with any employee to reduce the annual salary of such employee for the purpose of purchasing an annuity for such employee which qualifies under Section 403(b) of the Internal Revenue Service Code.

- a. Requests for such agreements must be made by the employee between September 1st and October 11th or between January 1st and January 17th of each year of the Agreement.
- b. The plan selected by the employee must be a qualified plan. The employee is

responsible to submit to the School District's Business Office a copy of the calculation for the proposed deduction and verification that the deduction conforms with I.R.S. 403(b) requirements. The plan sponsor must provide an indemnification agreement (hold-harmless) to the District for said plan and the employee's participation in the plan. The School District will mail contributions to the plan sponsor as directed in writing by the employee within five (5) business days after the payroll deduction is made.

ARTICLE 21
SAFETY

21.01 The District agrees to maintain a safe and healthful workplace for all employees. Employees may report recognized unsafe conditions to their supervisor. The District will then address the problem as necessary. If the supervisor does not respond and correct the unsafe condition, the condition will be brought to the next scheduled labor management meeting unless it requires immediate attention.

ARTICLE 22
EPIDEMIC/PANDEMIC/INFECTIOUS DISEASE STATE OF EMERGENCY

22.01 In the event that the Employer becomes aware that there is a potential of a pandemic or infectious disease state of emergency in the State of New York the parties agree that the health and safety of the employees is of the utmost importance and that ongoing and comprehensive communication is a significant factor in assuring that objective. The parties further agree that the Employer will communicate all stages of planning and implementation of protocols related to the pandemic.

a.) The parties agree to a regular weekly check-in during the epidemic/pandemic and/or State of Emergency.

22.02 The Employer agrees that they will not make unilateral changes and that the contract will remain in full force and effect unless a change is mutually agreed to by the Employer and the Union.

22.03 Health Safety Issues: The Employer agrees to maintain a safe and healthful workplace and will observe and comply with all Local, State and Federal laws related to the pandemic/infectious disease, state of emergency. The health and safety protections selected shall be determined based on the hazards and modes of transmission of the infectious disease, including aerosol transmission in the case of COVID-19.

a.) Personal Protective Equipment:

1.) Employees will be provided all necessary PPE.

22.04 Mandate Closure: In the event that District considers that it is not "closed", rather we are

operating under stated restrictions imposed by the Governor and/or governmental authorities due to a related emergency. The District must, to the extent possible and within the orders imposed by the Governor and health authorities, continue necessary and essential government services. If, the District is open for the provisions of those services mandated by government agencies and required under law; employees will be expected to report to work based on guidelines provided by the District without additional compensation.

ARTICLE 23
DURATION

23.01 This contract shall commence on July 1, 2022 and terminate on June 30, 2025.

It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore shall not become effective until the appropriate legislative body has given approval.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year written below.

ELMIRA CITY SCHOOL DISTRICT

BY: 
Superintendent *L*

DATE: 1/24/2023

COMMUNICATIONS WORKERS OF AMERICA LOCAL 1111

BY: 
Preside

DATE: 1/24/2023

BY: 
CWA Staff Representative, District 1

DATE: 1/24/2023

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
ELMIRA CITY SCHOOL DISTRICT
AND THE
COMMUNICATIONS WORKERS OF AMERICA LOCAL #1111

It is agreed between the Elmira City School District (hereinafter District) and the Communications Workers of America Local #1111 (hereinafter C.W.A.) that:

1. Effective June 9, 1993, mechanics covered under the C.W.A. agreement with the District shall be allowed to use the District garage.
2. The use of such facility shall be without cost to the District.
3. The use of the garage shall be restricted to work on the employees private vehicle only.
4. No District supplies (i.e. oil filters, tires and etc.) shall be used by the employee for use on their private vehicle.
5. Employees who wish to use the garage must register on the supervisors log prior to use.
6. The foregoing constitutes a full and complete agreement between the C.W.A. and the District with respect to the use of District garage.


Signed for the District

Dated

6/9/93


Signed for the C.W.A.

Dated

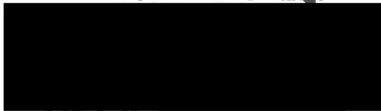
6/9/93

MEMORANDUM OF UNDERSTANDING

It is agreed by and between the Communications Workers of America (CWA), Custodial, Maintenance and Cafeteria Workers (CMCW) and the Elmira City School District that:

- ◆ the food truck presently driven by a CWA member during the summer will now be driven by a member of CMCW,
- ◆ if a helper is needed on the food truck during Summer Cohesion, said helper will come from the ranks of CWA and be bid out the same as the rest of the summer driving, and
- ◆ the custodial work presently being done at the bus garage during the summer recess (four hours daily) by a CMCW member will now be done by a member of CWA and the summer cleaning will be bid out the same as the rest of the summer driving.

This agreement is permanent and cannot be changed in any way except by agreement of all three parties in writing.



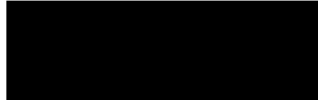
Behalf of CMCW

Date: 6-10-97



Behalf of CWA

Date: 6-10-97



Behalf of District

Date: 6-10-97

Memorandum of Understanding

IT IS HEREIN AGREED by and between the CWA and the Elmira City School District that members who accept assignments as substitute hall monitors shall either be paid their current hourly rate, or if said rate is higher than the hourly rate which has been paid the current highest paid bus aide hour/rate who has served as a substitute hall monitor that hourly rate.

11-7-02
Date


Paul McKievia, CWA Unit Director

11/15/02
Date


Laura E. Sherwood, Superintendent of Schools

MEMORANDUM OF UNDERSTANDING

**Between the
Elmira City School District
And the
Communication Workers of America, Local #1111**

It is hereby agreed by and between the Elmira City School District (District) and the Communication Workers of America, Local #1111 (CWA) as follows:

1. CWA members who resign from the District, but then return to the employment of the District within 365 days of the date of said resignation will be treated for all purposes (except as otherwise expressed herein) as though the break in service created by said resignation had not occurred.
2. It is not the purpose or intent of this Memorandum of Understanding to be in conflict with any law, rule, regulation, or policy of the federal, state, or local government (including the school district) and to the extent that this Memorandum is in said conflict, it shall not be enforced.
3. The intent and purpose of this memorandum is that the returning employee not be subjected to a lower rate of pay or level of benefits than when he or she left.
4. The intent and purpose of this Memorandum is not to count the accrual of vacation and other benefits during the time of the break in service. The "break in service" time shall not count toward the accrual of vacation or sick leave, for example.
5. This is the full and complete understanding between the parties and shall not be modified without the express written consent of both parties.

[Redacted Signature]

Elmira City School District

[Redacted Signature]

Paul McKelvin, Unit Director
Communication Workers of America, Local #1111

7/2/05
Date

6-19-08
Date

REVIEWED BY:

[Redacted Signature]

Fritz Clark, President
For: Communication Workers of America, Local #1111

6-19-08