

SIDE LETTER AGREEMENT, made this 16 day of May, 2024, by and between the BOARD OF EDUCATION OF THE EDGEMONT UNION FREE SCHOOL DISTRICT (hereinafter referred to as the "DISTRICT" or the "BOARD"), the CSEA-Edgemont UFSD Custodial & Maintenance Unit (hereinafter "CSEA") regarding certain State-Designated School Holidays (hereinafter referred to as "JUNETEENTH" and "LUNAR NEW YEAR") and

WHEREAS, the DISTRICT and the CSEA are parties to a collective bargaining agreement for the period of July 1, 2022, through June 30, 2026 (hereinafter "CBA"); and

WHEREAS, said CBA provides for a Holiday Schedule for unit members (Article IX) setting forth legal holidays for which unit members shall not be required to report for work; and

WHEREAS, the DISTRICT and the CSEA have entered in Good Faith discussions to add one (1) additional paid holiday to the existing fourteen (14) paid holidays for a total of fifteen (15) annual paid holidays; and

WHEREAS, the DISTRICT and the CSEA have agreed to observe LUNAR NEW YEAR and/or JUNETEENTH as replacement paid holidays in lieu of either another Federal, State, or paid holiday observed as past practice when applicable and in accordance with the below;

NOW THEREFORE, the DISTRICT and CSEA agree as follows:

1. JUNETEENTH and LUNAR NEW YEAR will be identified as CSEA paid holidays (total of fifteen), subject to paragraph six (6) below.
2. In years when LUNAR NEW YEAR and/or JUNETEENTH fall on a Saturday, the holiday will be observed on the preceding Friday. In years when JUNETEENTH and/or LUNAR NEW YEAR falls on a Sunday, the holiday will be observed on the following Monday. When said holidays fall on a Monday, employees scheduled to work the Tuesday through Saturday shift will take off the Tuesday following the scheduled holiday.
3. The DISTRICT and the CSEA agree that there will be fifteen (15) paid holidays designated each year for which unit members will not be required to report to work. These paid holidays will be reflected in a separate document entitled, CSEA Custodial & Maintenance Unit Holiday Schedule, which will be determined by the bargaining unit's President and/or designee and thereafter submitted to the DISTRICT for approval. Notwithstanding the foregoing, said Holiday Schedule will correspond to the contract holidays for the CSEA Clerical, School Nurses, and Technology Unit. The parties herewith acknowledge that any reference to fourteen holidays in the CBA shall be null and void.

4. The parties agree that the Unit's "proposed" Holiday Schedule is subject to the approval of the DISTRICT.
5. The parties agree that this SLA, except as specifically set forth herein, should not be construed as modifying or amending any of the terms of the existing CBA or past practice. The CBA shall remain in full force and in effect.
6. The Unit President will be consulted and a full discussion will be held between the parties before the final Custodial & Maintenance Holiday Schedule is adopted each year by the District. The Unit President will be given an opportunity to submit recommendations concerning the specific days to be included, which shall be considered by the DISTRICT before final adoption.
7. This side letter agreement is subject to the review and approval of the BOARD by way of resolution duly adopted. Absent said approval, this side letter agreement shall be null and void.
8. The parties acknowledge that this Agreement may not be amended or modified orally; this SLA can only be amended or modified by written agreement, signed by authorized representatives of both parties.
9. This SLA shall take effect July 1, 2024.
10. The parties acknowledge that this Agreement shall not be altered except through mutual written agreement by the parties.
11. Neither this Agreement, nor the terms and conditions set forth herein, will constitute a precedent with respect to any other situation or context, with respect to any other school years and/or for any other purposes whatsoever. Nothing in the Side Letter of Agreement will be deemed an admission of any kind by either party with respect to bargaining obligations and/or mandatory subjects of negotiations.

SIGNATURE PAGE TO FOLLOW

EDGEMONT UNION FREE SCHOOL
DISTRICT

CSEA-EDGEMONT UFSD CUSTODIAL
& MAINTENANCE UNIT

By: Kenneth R. Hamilton
DR. KENNETH R. HAMILTON
Superintendent of Schools

By: A. Falco
ANDRE FALCO
CSEA President

Dated: 5/29/24

Dated: 5/16/2024

By: Patricia Russell
PATRICIA RUSSELL
Labor Relations/Specialist

Dated: 5/16/2024