

SIDE LETTER AGREEMENT, made this 1st day of ~~June~~ ^{July} 2024, by and between the BOARD OF EDUCATION OF THE EDMONTON UNION FREE DISTRICT (hereinafter referred to as the "DISTRICT" or the "BOARD"), the CSEA-Edgemont UFSD Custodial & Maintenance Unit (hereinafter "CSEA").

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, Article XI of the CBA provides for various leaves of absence for unit members; and

WHEREAS, the DISTRICT and the CSEA have entered in Good Faith discussions to amend Article XI to bring its provisions more in line with the leave provisions of other DISTRICT bargaining unit collective bargaining agreements;

NOW, THEREFORE, the DISTRICT and the CSEA hereby agree as follows:

1. Article XI of the CBA shall be amended to ADD the following subsection F:

Any illness or disability attributable to pregnancy or childbirth shall be treated as any other illness or disability.

An employee medically certified as unable to work due to pregnancy or childbirth may, at her option, use any accrued and unused vacation leave (in addition to sick leave) during the period of such medical certification. Such paid leave shall run concurrently with any period of leave for serious personal illness as may be provided by state or federal law.

An employee who has borne (or whose spouse has borne), or who has adopted, a child shall be entitled to an unpaid childcare leave for a minimum period of six months and a maximum period of one year, upon written notice to the Assistant Superintendent of Schools provided not less than ninety (90) days prior to the commencement of the leave. Such leave shall run concurrently with any period of leave to care for and/or bond with a new child as may be provided by state or federal law. An employee may, at his/her option, use any accrued and unused vacation leave during such leave.

The period of such unpaid childcare leave provided for in the preceding paragraph shall start at the birth of adoption of the child. In the case of adoption, the leave may commence as much as two weeks before the adoption in the event that travel or legal proceedings incident to the adoption so require.

At the employee's request, the Superintendent of Schools shall have discretion, subject to Board approval, to (a) shorten the six-month childcare leave minimum; (b) vary the commencement date of the childcare leave; or (c) extend the childcare

leave for an additional period to end no later than two years after the initial commencement of the leave.

2. The District shall waive the notice requirement defined in paragraph 1 above for all leaves commencing prior to July 1, 2024.
3. The CSEA and its members herewith agree that only a violation of the terms and conditions of this Agreement shall be subject to the grievance and arbitration procedures set forth in the CBA in connection with the facts and circumstances that led to said Agreement or any matter related thereto.
4. This Agreement shall not constitute a practice or policy nor serve as a precedent for any of the parties, in any forum and further, shall not obligate either party to enter into a similar agreement in the future. This Agreement shall not be introduced as evidence in any future grievance, arbitration or litigation except for the purposes of enforcing the specific terms of this Agreement.
5. Neither this Agreement, nor the terms and conditions set forth herein, shall 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 shall be deemed an admission of any kind by either party with respect to bargaining obligations and/or mandatory subjects of negotiations.
6. The parties acknowledge that this Agreement represents the full, final and complete resolution of this matter. This Agreement shall not be altered except through mutual written agreement by the parties.
7. The parties agree that this Side Letter Agreement, 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. Except as expressly amended herein, the CBA shall otherwise remain in full force and in effect.
8. 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.
9. Except as limited by paragraph 2 above, this Side Letter Agreement shall take effect immediately upon execution by the parties and adoption by the BOARD.

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: Andrea Falco
ANDREA FALCO
CSEA President

Dated: 7/1/24

Dated: 6/20/24

By: Patricia Russell
PATRICIA RUSSELL
Labor Relations Specialist

Dated: June 20, 2024