

MEMORANDUM OF AGREEMENT

WHEREAS, the Board of Education of the Huntington Union Free School District (“District”) and the Associated Teachers of Huntington (“ATH”) are parties to a Collective Bargaining Agreement which expires June 30, 2017 (hereinafter “CBA”); and

WHEREAS, the District and ATH wish to resolve an issue regarding interpretation of the CBA regarding half sick days and the crediting of half days over the contractual maximum of the 2015-16 school year;

IT IS HEREBY AGREED AS FOLLOWS:

1. Article XV of the CBA entitled “Sick Leave”, paragraph “A” entitled “Sick Leave” provides that teachers may use up to two (2) of their fifteen (15) annual sick days as half days (four (4) half days) annually.
2. The teachers set forth on Schedule “A” utilized more than the maximum number of half sick days allocated under the CBA during the 2015-16 school year to the extent set forth on the Schedule.
3. The District and ATH agree that the teachers will be charged with one (1) half day for each half day used beyond four (4) half days in lieu of the one (1) full day charged as indicated on Schedule “A”.
4. The District and ATH agree that for the 2016-2017 school year and thereafter, teachers will be charged a full sick day for each half sick day used in excess of the contractual maximum of four (4) sick days annually. As soon as practicable, the District shall notify any teacher when s(he) has exhausted the annual allotment of four (4) half-sick days.
5. Except as specifically set forth herein, it is agreed that the provisions of this Agreement shall be non-precedent setting, shall not constitute a practice or a policy on the part of the District or the ATH, and shall not be construed as modifying any of the terms of the existing Collective Bargaining Agreement, or any practices that may exist between the District and the ATH.
6. This Agreement shall not be utilized by the District or the ATH in any grievance, arbitration, charge or claim of any kind, except as necessary to enforce the terms of this Agreement.
7. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not affect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.

8. The District and ATH agree not to file a claim, grievance or Improper Practice Charge based upon this Memorandum of Agreement or the resolution of the underlying dispute.
9. This Agreement, and any amendments to this Agreement, will not be in effect until it is approved by the Board of Education, pursuant to a resolution passed by a majority of its full membership, and signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this ___ day of _____, 2016.

HUNTINGTON UNION FREE SCHOOL
DISTRICT

By: _____
James Polansky, Superintendent

Dated: _____, 201_

ASSOCIATED TEACHERS OF HUNTINGTON
("ATH")

By: _____
President

Dated: _____, 201_