

HUNTINGTON UNION FREE SCHOOL DISTRICT
Huntington, NY

MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made this _____ day of _____ 2024, by and between the Board of Education of the Huntington Union Free School District (the “District”), and the United Public Service Employees Union, Clerical Unit (the “UPSEU” or “Unit”) (collectively referred to as the “parties”) is constituted as follows:

WHEREAS, the parties have entered into a collective bargaining agreement (“CBA”) with a term of July 1, 2022 through June 30, 2027; and

WHEREAS, Article III(C) of the CBA provides “[e]ach 12-month employee shall receive 14 paid holidays”; and

WHEREAS, Article III(C) of the CBA provides for a list of eleven (11) mandatory paid holidays (“Mandatory Holidays”) and a list of five (5) additional holidays from which the Unit must select three (3) each year (“Selected Holidays”); and

WHEREAS, for the 2024-2025 school year, the Unit selected Washington’s Birthday as one of the Unit’s three (3) Selected Holidays; and

WHEREAS, the Parties have expressed a desire to agree, for the 2024-2025 school year only, to increase the total number of paid holidays to fifteen (15); to add Washington’s Birthday to the list of Mandatory Holidays for the 2024-2025 school year; and to designate “The day before New Year’s Day” instead of Washington’s Birthday as a Selected Holiday for the 2024-2025 school year.

NOW THEREFORE, IT IS HEREBY AGREED by and between the parties as follows that, notwithstanding any provisions of the parties’ CBA to the contrary:

1. The Parties agree that, for the 2024-2025 school year only, the total number of paid holidays shall be increased from “14” to “15” in Article III(C) of the CBA. This provision shall sunset on June 30, 2025.
2. The Parties agree that, for the 2024-2025 school year only, the federal holiday of Washington’s Birthday (observed on February 17, 2025) shall be added to the list of Mandatory Holidays set forth in Article III(C) of the CBA. This provision shall sunset on June 30, 2025.
3. The Parties agree that, for the 2024-2025 school year only, Washington’s Birthday shall be removed from list of three (3) Selected Holidays chosen by the Unit and the day before New Year’s Day (i.e. December 31, 2024) shall take its place for the purpose of Article III(C) of the CBA. This provision shall sunset on June 30, 2025.

4. Except as modified herein, the CBA shall remain in full force and effect.
5. 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 UPSEU, and except as specifically set forth herein, shall not be construed as modifying or amending any of the terms of the existing CBA, past practice, or policy. Nothing contained herein shall set any precedent or inure to the benefit of any other District employee past, present, or future.
6. This Memorandum of Agreement shall not be utilized by the District or the UPSEU in any grievance, arbitration, charge or claim of any kind, except as necessary to enforce the terms of this Agreement.
7. The failure of either party to enforce any provision of this Memorandum of Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
8. Should any provision of this Memorandum of 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.
9. This Memorandum of Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations.
10. It is agreed that the mechanism to enforce the terms of this Memorandum of Agreement is the grievance procedure set forth in the CBA.
11. This Memorandum of Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
12. This Agreement may not be amended or modified orally; this Memorandum of Agreement can only be amended or modified by written agreement, signed by authorized representatives of both parties.
13. This Memorandum of 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.
14. This Memorandum of Agreement may be executed in counterparts, each of which when executed shall be deemed to be an original and all of which together shall constitute a single instrument binding upon the Parties.

15. Each of the individuals signing this stipulation on behalf of any of the Parties represent that he/she has authority to sign on behalf of the entity or individual for which they have acted as signatory.

16. This Memorandum of Agreement may be delivered by facsimile or electronic transmission. The facsimile or electronic transmission of any signed original document or any retransmission of any signed facsimile or electronic transmission will be deemed the same as delivery of an original.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals on the dates below written:

HUNTINGTON UNION FREE
SCHOOL DISTRICT

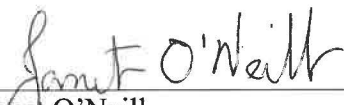

Beth McCoy
Superintendent of Schools

11/27/24
Date


Xavier Palacios
President, Board of Education

Date

U.P.S.E.U.
CLERICAL UNIT


Janet O'Neill
Co-President, Clerical Unit

11-26-2024
Date


Mardella Edwards
Co-President, Clerical Unit

11/26/2024
Date