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WC/5061

**AGREEMENT**

Between

**FREERPORT UNION FREE SCHOOL DISTRICT**

And

**FREERPORT  
EDUCATIONAL OFFICE STAFF ASSOCIATION, UPSEU**

\*\*\*\*\*

**Effective July 1, 2010 to June 30, 2014**

*An Equal Opportunity Employer*



FREEPORT UNION FREE SCHOOL DISTRICT

-and-

FREEPORT EDUCATIONAL OFFICE STAFF ASSOCIATION, UPSEU

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## AGREEMENT

BETWEEN Freeport Union Free School District, Town of Hempstead, Nassau County, New York, and the Freeport Educational Office Staff Association, UPSEU, effective the 13<sup>th</sup> day of January 2012.

### I. THE AGREEMENT

#### 1.1 Definitions

As used herein, the following terms shall have these meanings:

"SUPERINTENDENT" means the Superintendent of Schools of the Freeport Union Free School District, Town of Hempstead, Nassau County, the employer herein.

"EMPLOYEE" means a person appointed in one of the job titles listed in Section 5.1.

"ASSOCIATION" means the Freeport Educational Office Staff Association, UPSEU.

#### 1.2 Duration

This Agreement shall be effective from July 1, 2010 to June 30, 2014.

#### 1.3 Priority of Agreement

A. Where the provisions of the Agreement are in conflict with District Policy or Procedures, this Agreement shall govern, except as provided by law.

B. Nothing contained herein shall be construed to deny or restrict the rights any employee may have under the New York Education or Civil Service Laws or any other applicable laws and regulations

#### 1.4 Maintenance of Standards

General working conditions shall be maintained at existing standards and shall not be reduced by virtue of the execution of this document, unless expressly stated herein, or for good, proper, and compelling reasons.

#### 1.5 Validity of Provisions

If any provision of this Agreement is or becomes legally invalid or legally unenforceable, all other provisions of this Agreement shall nevertheless continue in full force and effect.

## 1.6 Entire Agreement

The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement, and that no additional negotiations on this Agreement will be conducted on any item, whether contained herein or not, except by mutual consent in writing.

## II. ASSOCIATION STATUS, RIGHTS AND DUTIES

### 2.1 Recognition

The District hereby recognizes the Association as the exclusive representative of the employees as described in Section 5.1 herein for the purposes of negotiations regarding wages, hours, terms and conditions of employment pursuant to Article 14 of the Civil Service Law and any other relevant laws or statutes. Unchallenged representation shall conform to Article 14 of the Civil Service Law.

During the period of recognition hereunder the District agrees not to negotiate or otherwise bargain with any other organization representing or claiming to represent employees within the employer-employee negotiating unit represented by the Association.

### 2.2 Right of Organization

Any employee shall have the right to join and participate in the activities of the Association.

### 2.3 Right of Representation

Any employee shall have the right to be represented by the Association to negotiate collectively with the District in the determination of salaries and terms and conditions of employment and the administration of grievance.

### 2.4 Dues Deduction

A. Subject to reasonable District procedural requirements, the District will deduct and remit to the Association the membership dues of employees who authorize such deductions in writing.

B. Dues deductions will commence one month after hire and will remain in effect for the remainder of the school year. These deductions will be carried forward automatically into subsequent years unless written notice terminating this deduction is supplied to the District prior to June 1<sup>st</sup>, by the covered employee or Association.



## 2.5 Agency Fee

Every member of the bargaining unit who is not a member of the Association shall after the initial date of employment pay to the Association an Agency Fee. Such Fee shall be certified to the District by the Association and shall be consistent with requirements of law. The Association shall forward to the District a list of non-members and the sum to be deducted from each unit employee's paycheck for the Agency Fee. Said amount shall be deducted from each unit employee's paycheck in a manner equivalent, insofar as possible, to that used for deduction of dues of members of the Association. Not later than thirty (30) days after receipt of a list of non-members, the District shall forward said amount to the Association.

## 2.6 Prohibition Against Interruption of Service

The Association affirms that it does not have the right to strike. The Association warrants that it will not encourage, assist or participate in any strikes, sanctions, work slowdowns, job actions or any other concerted efforts which are designed to impair normal operations of the schools.

## 2.7 Use of Buildings

Upon reasonable notice of the appropriate administration authorities, the Association may use school buildings for Association business at reasonable times (provided that there is no conflict with other use thereof) or after the school day.

# III. EMPLOYEE STATUS, RIGHTS AND DUTIES

## 3.1 Transfers

A. Except on a temporary basis, no employee will be transferred from one building in the District to another with less than two (2) weeks' notice of such transfer.

B. Before public announcement of vacancies, eligible employees shall be given an opportunity to apply for such positions and have their applications reviewed.

## 3.2 Temporary Assignments

No employee will be reassigned to perform substantial duties of a higher-rated position for more than ten (10) working days without receiving an annual increase of three hundred and 00/100 (\$300) dollars above his/her previously contracted salary starting on the eleventh (11<sup>th</sup>) working day of such employment.

### 3.3 Termination of Employment

A. Resignation - It shall be the duty of a resigning employee to inform the Assistant Superintendent for Personnel in writing ten (10) working days prior to the scheduled date of termination.

B. Termination - The employee shall have the right to receive ten (10) working days notice of any termination.

C. Retirement - It shall be the duty of an employee anticipating retirement to inform the Assistant Superintendent for Personnel in writing at least one (1) month prior to the scheduled date of retirement.

### 3.4 Meetings and Conferences

With the approval of the Superintendent, employees may be permitted to attend professional conferences or meetings. This leave shall not be counted as an absence in the Staff Members' Attendance Record

### 3.5 Employee Files

A. One employee file will be maintained in the Administration Building. Information in this file will be available to the employee except for that material of a confidential nature that has been received from another employer.

## IV. HOURS AND WORKING CONDITIONS (See Appendix A for list of dates)

### 4.1 Work Year

A. The work year for twelve (12) month employees shall commence on July 1<sup>st</sup> and conclude on June 30<sup>th</sup>.

B. The work year for ten (10) month employees shall commence on September 1<sup>st</sup> and conclude on June 30<sup>th</sup>.

### 4.2 Work Day

A. Twelve (12) month full-time employees  
(See Appendix A for school year and summer period dates)

1. With the exception of summer hours as listed in subparagraph 2 of this section, the work day shall consist of seven (7) working hours with an additional one (1) hour for lunch. Included in these hours may be a ten (10) minute coffee break in the A.M.

and in the P.M. or one (1) twenty (20) minute coffee break in the A.M. Schedules of coffee breaks shall be approved by the Supervisor.

2. The work day during the summer period shall be 8:00 A.M. to 3:00 P.M. Included in these hours will be a forty-five (45) minute lunch period and a ten (10) minute coffee break in the A.M. and in the P.M. or one twenty (20) minute coffee break in the A.M. At the discretion of the immediate Supervisor employees may on Fridays, during the summer period, work through their lunch period and leave at 2:00 P.M.

3. The calculation of working days shall be 240 for twelve-month employees.

B. Ten (10) month full-time employees  
(See Appendix A for school year dates)

The work day shall consist of seven (7) working hours with an additional one (1) hour for lunch. Included in these hours may be a ten (10) minute coffee break in the A.M. and in the P.M. or one (1) twenty (20) minute coffee break in the A.M. Schedules of coffee breaks shall be approved by the Supervisor.

C. Twelve (12) month part-time employees (17½ hours)  
(See Appendix A for school year and summer period dates)

1. With the exception of summer hours, the work day shall consist of three and one-half (3½) working hours. Included in these hours may be a fifteen (15) minute coffee break per day.

2. The work day for the summer hours shall consist of three (3) hours and ten (10) minutes.

D. Ten (10) month part-time (17½ hours)  
(See Appendix A for school year dates)

The work day shall consist of three and one-half (3½) working hours. Included in these hours may be a fifteen (15) minute coffee break per day.

4.3 Days Before a Holiday

A. Full-time Employees

On days when the school calendar calls for half-day sessions, the work day shall consist of four (4) working hours. If the students' dismissal extends beyond the four (4) hours, the clerical staff will remain for that period. Included in these hours may be a fifteen (15) minute coffee break.

## B. Part-time Employees

On days when the school calendar calls for half-day sessions, the work day shall consist of two and one-half (2½) working hours. Included in these hours may be a ten (10) minute coffee break.

### 4.4 Inclement Weather

On days when school is closed for pupils due to inclement weather, unit employees will not be expected to report to work. If the Superintendent of Schools closes schools on a day identified in the school calendar as an "optional snow day", the employees will not be expected to report for work.

### 4.5 Paid Holidays

During the school year, unit employees shall receive the same paid holidays as the teachers. In addition, 12-month employees shall receive a paid holiday on Independence Day and Labor Day. 10-month employees shall receive a paid holiday on Labor Day.

If Independence Day falls on a weekend, twelve (12) month employees shall be entitled to a vacation day the preceding Friday, the following Monday, or a day to be added to the twelve (12) month employee's vacation.

### 4.6 Overtime

A. At the direction of a Supervisor, time worked before, on, or after the general starting or departure time, on a Saturday, or on a day when the office is otherwise closed, shall constitute overtime and shall be compensated on the basis of time and one-half above normal salary.

B. In lieu of overtime pay, compensatory time may be substituted with the approval of their Supervisor.

### 4.7 Substitute Clerical Help

When any full-time or part-time employee is absent, a substitute may be hired.

## V. COMPENSATION

### 5.1 Position Grades

Position Grade and corresponding position title shall be:

<u>Position Grade</u>		<u>Position Title</u>
1	(a) (b) (c) (d)	Typist-Clerk, Bilingual Typist-Clerk Switchboard Operator Duplicating Machine Operator Aide Clerk, Bilingual Clerk
2	(a) (b)	Senior Typist-Clerk Senior Switchboard Operator
3	(a) (b) (c) (d)	Account Clerk Stenographer Multi Key Board Operator Personnel Clerk
4	(a) (b) (c)	Senior Multi Key Board Operator Senior Stenographer Senior Personnel Clerk
5	(a)	Information Technology Specialist
6	(a) (b) (c)	Senior Account Clerk Stenographic Secretary Administrative Assistant I
7	(a) (b)	Principal Account Clerk Secretary to Superintendent

5.2 A. Salary Schedules

Minimum and maximum salaries for full-time employees for the term of this contract are set forth in Appendix B.

B. Salaries for 10 and 12 month full-time employees

1. Effective and retroactive to July 1, 2010, the 2009-2010 salary of each unit employee shall be increased by 2%, and the minimum and maximum ranges shall be increased by 2%.

Effective January 1 2012, the 2010-2011 salary of each unit employee shall be increased by 1%, and the minimum and maximum salary ranges shall be increased by 1%.

Effective July 1, 2012, the 2011-2012 salary of each unit employee shall be increased by 1.5%, and the minimum and maximum salary ranges shall be increased by

1.5%.

Effective July 1, 2013, the 2012-2013 salary of each unit employee shall be increased by 1.5%, and the minimum and maximum salary ranges shall be increased by 1.5%.

2 In addition to the foregoing wage increases, any unit member whose salary exceeds the maximum of his/her salary range during a particular school year shall be paid the following indicated additional amount on July 1st of that school year in the form of a lump sum cash payment which shall not be added to base salary:

2010-2011	\$350.00
2011-2012	\$ 0.00
2012-2013	\$350.00
2013-2014	\$350.00

This provision shall not sunset with the expiration of this Agreement.

C. Increment Increases. Each of the following categories of employees shall receive the increment increase listed below up to an amount that will not exceed the top of the range for the employee's position.

	<u>2010-2014</u>
12 month full-time	\$ 850
10 month full-time	708
12 month part-time (17½ hours)	438
10 month part-time (17½ hours)	355

For the 2010-2011 and 2011-2012 school years, increment was paid effective July 1st.

For the 2012-2013 and 2013-2014 school years, the District shall pay increment effective January 1st of the school year.

### 5.3 Longevity

1. Longevity amounts will not be limited by the top of the range.

Upon completion of ten (10) years of service in Freeport, a twelve (12) month full-time employee shall receive a longevity raise of \$800 which shall be paid in a lump sum upon the anniversary date of the employee. Upon completion of fifteen (15) years of service in Freeport, a twelve (12) month full-time employee shall receive a longevity raise of \$975 which shall be paid in a lump sum upon the anniversary date of the employee.

Upon completion of twenty (20) years of service in Freeport, a 12 month full-time employee shall receive a longevity raise of \$975 which shall be paid in a lump sum upon the anniversary date of the employee. Upon completion of twenty-five (25) years of service in Freeport, a 12 month full-time employee shall receive a longevity raise of \$1075 which shall be paid on the anniversary date of the employee. Upon completion of thirty (30) years of service in Freeport, a twelve (12) month full-time employee shall receive a longevity raise of \$875 which shall be paid on the anniversary date of the employee.

Commencing the following June 30<sup>th</sup>, these longevity payments shall be included in the employee's base salary. Such longevity payments shall not be limited by the top of the range.

2. Longevity increases shall be prorated for all employees other than twelve (12) month full-time employees.

3. For employees appointed to positions within this unit on or after July 1, 1997 the above paragraph (1) shall be amended to substitute "years of service in a position in this unit" for "years of service in Freeport Union Free School District" wherever it appears in the paragraph

#### 5.4 Evaluation Procedures

##### A. Evaluation Dates

For the first three (3) years of employment, unit employees will be evaluated in writing a minimum of twice a year, specifically November 30<sup>th</sup> and April 30<sup>th</sup>. Thereafter, employees will be evaluated once a year, specifically April 30<sup>th</sup>.

##### B. Evaluation Process

1. All building personnel will be rated by their Supervisor.
2. All Supervisors in the unit will be rated by the Building Principal.
3. All unit employees shall have an opportunity to see and sign their evaluation.

#### 5.5 Entering Employee

A. Salary credit may be given at the discretion of the Assistant Superintendent for Personnel or his/her designee for previous appropriate clerical experience.

#### 5.6 Promotions

A. A twelve (12) month full-time employee promoted to a higher class of position

will receive a minimum annual increase of seven hundred and fifty and 00/100 (\$750) dollars above his/her previously contracted salary.

B. A ten (10) month full-time employee promoted to a higher class of position will receive a minimum annual increase of six hundred twenty-five and 00/100 (\$625) dollars above his/her previously contracted salary.

C A twelve (12) month part-time employee promoted to a higher class of position will receive a minimum annual increase of three hundred seventy-five and 00/100 (\$375) dollars above her previously contracted salary. A 10 month part-time employee promoted to a higher class of position will receive a minimum annual increase of three hundred thirteen and 00/100 (\$313) dollars above his/her previously contracted salary.

#### 5.7 Educational Incentive

A. A salary increase of \$500 will be applied to the base salary of an employee of the unit upon completion of each eight (8) credit hours of approved courses.

Fifteen (15) hours of in-service participation shall equal one (1) credit hour.

It is agreed that enrollment shall be open to employees of the unit in the following: Adult Education, college courses, Teacher Aide Training, and Teacher In-service Training, etc.

The District may offer six (6) in-service hours per school year.

Employees who seek salary increments through advanced study are required to observe the following procedures in order to qualify for such increments:

1. All employees seeking a salary increment for advanced study will submit their written notice prior to the 15<sup>th</sup> day of September, to be validated at the earliest opportunity by submitting official transcripts of courses for which credit is claimed.

All notices received subsequent to this date will be effective for salary change subject to official transcript validation from the date of receipt, and the increment will be pro-rated for the remainder of the school year.

2. Advanced study completed prior to the 30<sup>th</sup> of January will receive one-half (½) the yearly increment according to the salary schedule, provided written notice requesting same is received by the school authorities prior to the 1<sup>st</sup> of February and that validation by official transcript is received soon thereafter.

B. If an employee prefers, she/he may accept a one-time stipend of \$50 in place of one (1) in-service credit up to a maximum of seven (7) in-service credits.



## VI. EMPLOYEE BENEFITS

### 6.1 Retirement Plan

Effective July 1, 1989, unit employees in Tier I and Tier II shall be covered by Section 75-i New Career Plan of the New York State Retirement System (1/50 plan).

Current coverage for all other employees shall be continued under Section 75-g of the Retirement and Social Security Law (1/60 plan).

### 6.2 Paid Vacation

A. The vacation policy for twelve (12) month employees shall be as follows:

“Service” shall mean years of service in a position in this unit, not years of service in Freeport Union Free School District for employees appointed to positions within this unit on or after July 1, 1997.

<u>Service</u>	<u>Days</u>
Less than 1 year	1 day per month (not to exceed 10 days in the first year)
After 1 to 4 years	10 days
After 5 to 10 years	15 days
After 11 years	16 days
After 12 years	17 days
After 13 years	18 days
After 14 years	19 days
After 15 years	20 days

For purposes of computing years of service for vacation entitlement as per schedule listed herein, September 15<sup>th</sup> shall be considered as the starting date for a full-year of service.

B. Vacation schedules shall be developed cooperatively between the employee and the Supervisor.

C. If a legal holiday or holidays should occur during a vacation period, such vacation shall be extended one (1) day for each holiday.

D. Length of service shall determine priority in choosing vacation.

E. A person leaving the District during a contract year and who has given proper prior notice of resignation shall receive payment for accrued vacation time

F. Paid vacations will not be granted to ten (10) month employees.

6.3 Paid Sick, Personal and Bereavement Leave

A. Twelve (12) month employees - sick and personal leave

1. Fifteen (15) days of sick leave with full pay, five (5) of which may be used for personal leave, shall be granted at the beginning of each year to each employee for personal illness. If an employee who has used his/her sick leave should leave the District before the end of the year, the sick leave salary credited but not earned will be deducted from his/her last check at the rate of 1.25 days per month.

One of the five (5) personal days may be taken without the employee stating a reason. This provision shall be reviewed by the President and the Assistant Superintendent for Personnel at the termination of this agreement.

2. The five (5) days of personal absence leave with full pay referred to above may be granted each year, and shall be accumulated to a total of ten (10) days. The accumulated personal leave days may be granted upon following established procedures governing personal leave Appendix C.

3. At the end of each school year the unused days of absence leave shall be added to a staff member's sick leave reserve. The reserve can accumulate to two hundred ten (210) days for all unit employees.

The reserve consists of all unused days for all preceding years in the District, and 1.25 days for each month worked in the current year.

4. A doctor's certificate may be requested by the School District Clerk for any consecutive absences of three (3) days in length or longer than three (3) days in length.

B. Ten (10) month employees - sick and personal leave

1. Twelve and one-half (12½) days of sick leave per year with full pay, four of which may be used as personal leave, shall be granted at the beginning of each year to each employee for personal illness. If an employee who has used his/her sick leave should leave the District before the end of the year, the sick leave salary credited but not earned will be deducted from his/her last check at the rate of 1.25 days per month.

2. The four (4) days of personal absence leave with full pay referred to above may be granted each year, and may be accumulated to a total of eight (8) days. The accumulated personal leave days may be granted upon following established procedures governing personal leave Appendix C.

One of the five (5) personal days may be taken without the employee stating a reason. This provision shall be reviewed by the President and the Assistant Superintendent for Personnel at the termination of this agreement.

3. At the end of each school year the unused days of absence leave shall be added to a staff member's sick leave reserve. The reserve can accumulate to two hundred and ten (210) days for all unit employees.

The reserve consists of all unused days for all preceding years in the District, and 1.25 days for each month worked in the current year.

4. A doctor's certificate may be requested by the School District Clerk for any consecutive absences of three (3) days in length or longer than three (3) days in length.

#### C. Bereavement Leave

1. All unit employees are entitled to bereavement leave not to exceed three (3) days annually (July 1<sup>st</sup> to June 30<sup>th</sup>) in the case of death of the employee's wife, husband, child, father, mother, brother, sister, mother-in-law, father-in-law, grandchild, grandparent, or domestic partner as defined by NYSHIP.

#### 6.4 On the Job Injury

A. The School District carries Worker's Compensation to provide indemnity for lost time and the cost of medical and hospital expenses which are the result of illness or injury arising out of employment by the School District. An employee must report all injuries, no matter how slight, immediately to his/her supervisor, who will see that he/she gets prompt medical attention.

If in the course of performing his/her duties an employee is injured by a student, parent, employee of the District or any other person on school premises on school-related business, resulting in his/her inability to return to work as a result of said injury, the following shall apply:

B. The District shall have the right to have the employee examined by a physician or physicians of its own choice. The employee may have his/her physician present. If, as a result of such examinations, the District is satisfied as to the validity and proximate cause of injuries sustained by the employee, the District will pay the employee's full salary from the first day of absence for a continuous period not to exceed ten (10) working days without requiring the employee to consume any of his/her accumulated sick leave. Nor shall any other of the employee's benefits be reduced or affected. Any Worker's Compensation which is received relevant to that period shall be paid to the District as against the full salary paid by it to the employee.

6.5 Leaves of Absence Without Pay

A. All unit employees shall be eligible for health leaves of absence without pay.

1. All requests for such leave shall be in writing addressed to the Assistant Superintendent for Personnel, setting forth the reasons for the requested leave and the applicable commencement date thereof.

A maximum three (3) year child care leave without pay may be granted.

2. Written notice of the employee's intention to return to employment following the granting of such leave must be received by the School District at least thirty (30) days prior to the re-employment date.

B. Extended Vacation

Under extenuating circumstances and with the written approval of the Assistant Superintendent for Personnel, an employee may be granted extended vacation without pay. During an employee's extended vacation, a substitute may be hired.

C. Upon re-employment, the employee shall be restored to all accumulated rights, privileges, fringe benefits and other entitlements which existed as of the date said leave was commenced. No credit of any kind shall be given for the period of absence from employment.

6.6. Paid Terminal Leave

Unit employees who retire with the equivalent of fifteen (15) years of full-time service and provide written notice one (1) month prior to the date of retirement. Lump sum payments shall be made within forty-five (45) days following retirement.

After 15 years of service	\$ 550
After 20 years of service	\$ 800
After 25 years of service	\$ 1,150

The above amounts shall be pro-rated for eligible ten (10) month employees.

6.7 Payment for Unused Accumulated Sick and Personal Leave

Upon proper notice of retirement or resignation, an employee shall receive compensation in a lump sum for unused sick and personal leave that the employee may have accumulated in accordance with the following schedule:

A.	<u>Years of Service</u>	<u>Resign</u>	<u>Retire</u>
	10 - 15	15%	25%
	16 - 20	21.5%	30%
	Over 20	26.5%	35%

B. The maximum number of days of accumulated unused sick days which will qualify for payment under this Section is 210 days for all unit employees.

C. A person leaving the District or retiring during a contract year shall receive payment within sixty (60) days for accrued vacation time, sick and personal days, and compensatory time (at the rate of time and one-half).

Upon retirement, accumulated sick leave and personal days, accrued vacation time and compensatory time (at the rate of time and one-half) will be held by the District until the following January, if requested by the employee.

#### 6.8 Payment to Estate

In the event an employee dies while employed, the District shall pay to her/his estate all such employee's percentage entitlement of accumulated unused sick and personal days; accrued vacation and compensatory time (at the rate of time and one-half) and terminal leave pay accrued at the time of death.

#### 6.9 Health Insurance

A. Employees working a regularly scheduled work week of twenty-five (25) hours or more are entitled to enroll in Empire Plan Core Plus Enhancements, as provided by the New York State Government Employees Health Insurance Plan.

B. Persons working a regularly scheduled work week of at least seventeen and one-half (17½) hours but less than twenty-five (25) hours may enroll in the Empire Plan Core Plus Enhancements, as provided by the New York State Government Employees Health Insurance Plan.

The District agrees to pay an amount no greater than one-half the cost of the family or individual Empire Plan Core Plus Enhancements, regardless of the option chosen.

Effective July 1, 2010, the contribution for family health coverage shall be fifteen (15%) percent and for individual coverage fifteen (15%) percent.

Effective June 30, 2014, the contribution for family health coverage shall be sixteen and one-half (16.5%) percent and for individual coverage sixteen and one-half (16.5%) percent.

Notwithstanding the above, all new employees hired after August 24, 2011 shall contribute twenty (20%) percent for family or individual coverage.

Unit members shall be able to utilize the District I.R.S. 125 Plan to make health insurance contributions with pre-tax dollars.

C. Waiver of Coverage

1. Upon waiver of coverage, unit members hired on or before August 24, 2011 shall be paid the sum of fifty percent (50%) of the yearly contribution by the District for the plan he or she is currently enrolled in. Effective July 1, 2011, the sum paid to such unit members shall be reduced to forty-nine percent (49%). Effective July 1, 2012, the sum paid to such unit members shall be reduced to forty-eight percent (48%). Effective June 30, 2013, the sum paid to such unit members shall be reduced to forty-seven percent (47%).

2. Upon waiver of coverage, unit members hired after August 24, 2011 shall be paid the sum of \$1,750 for the waiver of individual coverage, or \$3,000 for the waiver of family coverage, whichever is applicable. Any unit member employed by the District prior to August 24, 2011, who subsequently marries a person who is employed by the District, and who is enrolled in individual or family coverage at the time of the marriage, and who elects to waive health insurance following the marriage, shall only be entitled to the \$1,750 waiver amount for individual coverage, or the \$3,000 waiver amount for family coverage. However, if the unit member at the time of the marriage is receiving a waiver sum based upon the amounts set forth in subsection (a) above, the unit member shall continue to receive said sums following the marriage.

3. In order for any unit member to receive a waiver for family coverage, the unit member must have been enrolled in a family plan for a minimum of two (2) years immediately prior to the school year in which the request for waiver is made.

6.10 Non-Contributory Disability Insurance

The District will continue to provide a non-contributory disability insurance policy.

6.11 Disability Insurance

The District will provide the same long-term disability insurance as provided to the teachers.

6.12 Vision Coverage

Effective August 24, 2011, the District shall contribute monthly seven dollars (\$7.00) per unit employee to the Benefit Plan for vision coverage.

### 6.13 Dental Insurance

For the period July 1, 2005 to January 9, 2007, the District will provide \$8.00 per month per unit employee for the purchase of a dental program. Effective January 10, 2007, the District shall contribute sixteen (\$16) dollars a month towards coverage in the dental insurance plan. Unit members may participate in the family plan at their own expense.

### 6.14 Life Insurance

Effective July 1, 2007, the District shall provide a twelve thousand (\$12,000) dollars term life insurance for all full-time bargaining unit members at no cost to the employee.

### 6.15 Labor-Management Committee

An ongoing Labor-Management Committee consisting of representation from Administration and the President, First Vice-President, and Chief Negotiators of the Association shall meet at least once monthly to address such issues as change of job titles, pay equity, and computer safety.

## VII. GRIEVANCE PROCEDURES

### 7.1 Declaration of Policy

The purpose of this policy is to provide machinery for the settlement of differences between employees and their supervisors.

The procedures are designed to permit the employee to petition for redress of grievance, free from coercion, discriminations, interference or threat of reprisal.

### 7.2 Definitions

A. "Supervisor", as used herein, shall mean any employee of Freeport Union Free School District, compensated by the Board of Education whose duties are the supervision of non-teaching employees, and the interpretation and implementation of the District policies, by-laws and regulation.

B. "Assignment" shall mean the kind of work the employees has to do by the School District

C. "Appeal" shall mean the referral of a grievance by the employee to the next higher stage of consideration when the employee is not satisfied with the decision reached in the preceding stage.

D. "Stage" shall mean each successive level of consideration of a grievance matter for the purpose of resolution.

E. "Respondent" shall mean the person or persons against whom the alleged grievance is made.

F. "Grievance" shall mean any alleged violation of this agreement or any dispute with respect to its meaning or application, or any violation of dispute of a written policy adopted by the Board of Education or administrative regulation thereof.

### 7.3 Stages

#### STAGE I - Informal Conference

A. Informal conference between employee and immediate supervisor shall be held within seven (7) working days after receipt in writing of alleged grievance from employee.

The immediate supervisor may consult with her/his superiors before giving her/his decision to the employee. Such decision must be offered within seven (7) working days following the informal conference.

#### STAGE II - Formal Review

A. If the employee is not satisfied with the decision reached in the informal conference, she/he may then request, in writing, within seven (7) working days after the receipt of the previous decision, a review of her/his grievance by the building principal or the administrator to whom she/he is assigned. If the immediate supervisor referred to in Stage I is a building principal or administrator, the employee would then request a review of her/his grievance with the person to whom the building principal or administrator is directly responsible. Thereupon, the principal or administrator shall hold a hearing within seven (7) working days at which the employee and her/his representative shall appear and present a written statement. The decision reached in the second stage shall be made in writing by the principal or administrator within seven (7) working days of the conclusion of the hearing. Copies of such decision to be forwarded to the Superintendent of Schools, the aggrieved party, and his or her representative, if any.

#### STAGE III - Appeal to the Superintendent of Schools

A. If the aggrieved employee is not satisfied with the decision reached in the previous stage, she/he may request, in writing, a conference with the Superintendent of Schools. Such request for review must be presented in writing to the Superintendent of Schools within ten (10) working days of receipt of request.



B. The Superintendent or his/her designee must be given copies of all preceding statements and decisions.

C. After hearing both sides present oral and written arguments, the Superintendent of Schools or his/her designee shall make his/her decision.

D. The Superintendent of Schools or his/her designee shall inform the employee and all other authorities concerned of his/her decision, in writing, within ten (10) working days after the conclusion of the conference.

#### STAGE IV - Board of Education Stage

A. If not satisfied with the decision of the Superintendent of Schools, the aggrieved employee may within seven (7) working days after the decision has been rendered in Stage III, make a written request to the Board of Education for review and determination.

All written statements and records of the case shall be submitted to the Board of Education by the Superintendent of Schools. The Association at its option, shall be permitted to submit additional written argument, not previously in the record, for the Board's consideration, provided said additional written argument is timely submitted along with the employee's written request to the Board of Education for review and determination.

B. The President of the Board of Education may convene the Board within fourteen (14) working days from receipt of the request to hold a hearing to obtain further information regarding the case. The Board of Education shall render a final decision within ten (10) working days after receiving the request for review, unless a hearing is held in which case a decision shall be rendered within ten (10) working days after the hearing is held.

#### VIII. CONFORMITY TO LAW

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS 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 these present to be

executed by their duly authorized representatives on the day and year below.

FREEPORT OFFICE STAFF ASSOCIATION, UPSEU

FREEPORT UNION FREE SCHOOL DISTRICT

By: Maria Colletta  
Arthuro Brown  
President, FEOSA

By: [Signature]  
Superintendent of Schools

By: [Signature]  
Vice President, FEOSA

By: [Signature]  
UPSEU President

Dated: January 13, 2012

## Appendix A

### Twelve (12) month employees schedules

#### Regular hours schedule

July 1, 2010 – June 30, 2011

July 1, 2011 – June 30, 2012

July 1, 2012 – June 30, 2013

July 1, 2013 – June 30, 2014

#### Summer Hours Schedule

July 1, 2010 – August 31, 2010

July 1, 2011 – August 31, 2011

July 1, 2012 – August 31, 2012

July 1, 2013 – August 31, 2013

**APPENDIX B**  
**SALARY SCHEDULE**

<u>Positions</u>	2010/2011		Effective Jan. 1, 2012		2012/2013		2013/2014	
	Min	Max	Min	Max	Min	Max	Min	Max
1 Duplicator Machine Operator Aide	35,718	52,510	36,076	53,035	36,617	53,330	37,166	54,638
Switchboard Operator	35,718	52,510	36,076	53,035	36,617	53,330	37,166	54,638
Typist Clerk 12 Month	35,718	52,510	36,076	53,035	36,617	53,330	37,166	54,638
Bilingual Typist Clerk 12 Month	35,718	52,510	36,076	53,035	36,617	53,330	37,166	54,638
Clerk 12 Month	35,718	52,510	36,076	53,035	36,617	53,330	37,166	54,638
Typist Clerk 10 Month	29,769	43,762	30,066	44,200	30,517	44,863	30,975	45,536
Bilingual Typist Clerk 10 Month	29,769	43,762	30,066	44,200	30,517	44,863	30,975	45,536
Clerk 10 Month	29,769	43,762	30,066	44,200	30,517	44,863	30,975	45,536
Bilingual Typist Clerk 10 Month	29,769	43,762	30,066	44,200	30,517	44,863	30,975	45,536
Typist Clerk P/T 12 Month	17,861	26,259	18,040	23,521	18,310	26,919	18,585	27,323
Typist Clerk P/T 10 Month	14,887	21,882	15,036	22,101	15,261	22,432	15,490	22,769
2 Sr. Typist Clerk 12 Month	36,711	53,847	37,078	54,385	37,634	55,201	38,199	56,029
Sr. Typist Clerk 10 Month	30,596	44,876	30,902	45,325	31,365	46,005	31,836	46,695
Sr. Switchboard Oper.	36,711	53,847	37,078	54,385	37,634	55,201	38,199	56,029
3 Account Clerk	37,698	56,073	38,075	56,634	38,646	57,484	39,226	58,346
Account Clerk P/T 12 Month	18,850	28,040	19,038	28,320	19,324	28,745	19,614	29,176
Multi-Keyboard Operator	37,698	56,073	38,075	56,634	38,646	57,484	39,226	58,346
Personnel Clerk	37,698	56,073	38,075	56,634	38,646	57,484	39,226	58,346
Stenographer	37,698	56,073	38,075	56,634	38,646	57,484	39,226	58,346
4 Sr. Multi-Keyboard Operator	39,671	62,766	40,068	63,393	40,669	64,344	41,279	65,309
Sr. Stenographer	39,671	62,766	40,068	63,393	40,669	64,344	41,279	65,309
Sr. Personnel Clerk	39,671	62,766	40,068	63,393	40,669	64,344	41,279	65,309
5 Information Technology Spec	40,329	68,329	40,732	69,012	41,343	70,017	41,963	71,098
6 Sr. Account Clerk	40,988	73,899	41,398	74,638	42,019	75,758	42,649	76,894
Steno-Secretary	40,988	73,899	41,398	74,638	42,019	75,758	42,649	76,894
Administrative Assistant I	40,988	73,899	41,398	74,638	42,019	75,758	42,649	76,894
7 Principal Account Clerk	43,045	73,899	43,475	74,638	44,128	75,758	44,790	76,894
Sec'y to the Superintendent	43,045	73,899	43,475	74,638	44,128	75,758	44,790	76,894

## APPENDIX C

### PERSONAL LEAVE

Personal absence leave as specified in unit contracts may be granted by the Superintendent of Schools for reasons other than illness, **UFON PRIOR WRITTEN APPLICATION, THE SOLE EXCEPTION BEING AN UNFORESEEABLE EMERGENCY.** The following shall be considered valid reasons for such absences:

- a. **Illness in the immediate family** of sufficient severity to make it necessary for a staff member to be absent.

NOTE: The immediate family shall be interpreted to mean parent, offspring, husband, wife, sister or brother; or any person whose relationship to the staff member is as close as the aforementioned. Ordinarily, time off for this purpose should only be sufficient to arrange for proper care.

- b. **College graduation of a staff member or a staff member's son or daughter.** Excluded is graduation from all levels below the college level.
- c. **Birth** - Husband may be excused for birth of his child, grandparent for birth for grandchildren.
- d. **Marriage of a member of the immediate family** (Family shall be interpreted as in Section "a".) Excluded is own wedding.
- e. **Legal Obligations**
- f. **Mandatory Court Attendance**
- g. **Religious Observance**
- h. **Clinical**
- i. **Impassable roads, severe storms, floods, or breakdown of transportation facilities, either public service or private** - A staff member will be expected, however, to make use of public transportation in the event his/her own car becomes inoperable before he/she leaves for school.
- j. **Death in family** (family in this case shall be constructed to mean any close relative; or any person whose relationship to the employee is as defined in Section "a".)
- k. **Other** - An employee who feels that the nature of the absence is such that it is not covered in any of the above examples or is of too personal a nature may arrange for a conference with the principal or administrator prior to submitting a form.