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AID / 5057

A G R E E M E N T

between

**FREEPORT TEACHER AIDE & ASSISTANTS
ASSOCIATION**

and

FREEPORT UNION FREE SCHOOL DISTRICT

Freeport, New York

July 1, 2008 - June 30, 2011



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AGREEMENT

BETWEEN the Freeport Union Free School District, Village of Freeport, New York, and the Freeport Teacher Aide & Assistants Association, made this ___ day of April, 2009.

I. THE AGREEMENT

1.1 Definitions

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

SUPERINTENDENT means the Superintendent of Schools of Freeport Union Free School District, the employer herein.

EMPLOYEE means a part-time and full-time teaching assistant, teacher aide and lab facilitator.

ASSOCIATION means the Freeport Teacher Aide and Assistants Association.

1.2 Duration

This Agreement shall be effective from July 1, 2008 to June 30, 2011.

1.3 Priority of Agreement

a. Where the provisions of this 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 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.

1.5 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 Right of Organization

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

2.2 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 grievances.

2.3 Records and Recognition

The Association shall certify to the District prior to November 1st each year the names of its elected officers. The Association shall certify to the District prior to February 1st of a negotiating year the names of its authorized negotiating team (and their alternates, if designated).

The District hereby recognizes the F.T.A. & A.A. as the exclusive representative of the employees of said unit for the purposes of negotiation regarding wages, hours, terms and conditions of employment pursuant to the PEFEA and any other relevant laws or statutes. Unchallenged representation shall conform to Article 14 of the Civil Service Law and PEFEA.

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 F.T.A. & A.A.

2.4 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 effort which is designed to impair normal operations of the schools.

2.5 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. These deductions will be carried forward automatically into subsequent years unless written notice terminating this deduction is supplied to the District prior to June 1st, by the covered employee or Association.

c. Upon timely request of the Association to the Superintendent, the Association will be furnished with a list of all covered employees for whom dues are deducted via payroll.

d. Agency Fee

Every member of the bargaining unit who is not a member of the Association shall, within 60 days after the initial date of employment, or within 30 days after this section becomes effective, whichever is later, pay to the Association an Agency Fee. Such fee shall be certified to the District by the Freeport Teacher Aide & Assistants 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 non-member's paycheck for the Agency Fee. Said amount shall be deducted from each non-member's paycheck in a manner equivalent, insofar as possible, to that used for deduction of dues of members of the Association. Not later than 30 days after receipt of a list of non-members, the District shall forward said amount to the Association.

2.6 Labor Management Committee

An ongoing Labor-Management Committee consisting of representation from Administration and the President, First Vice-President, and Chief Negotiator of the Association shall meet at least once monthly to address such issues as are pertinent to the Association.

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 five working days notice of such transfer.

b. A request by an employee for transfer to a different position or building shall be made in writing and filed with the Assistant Superintendent for Personnel. Such request will be given due consideration in the event of an opening in such position or building. The employee requests must be renewed each year.

c. All applicants for transfer or change of position shall be notified in writing regarding the decision as soon as possible, with a copy to the Association.

3.2 Termination of Employment

a. Resignation - It shall be the duty of a terminating employee to inform his or her Principal in writing twenty (20) working days prior to the scheduled date of his or her intention to resign.

b. Retirement - It shall be the duty of an employee anticipating retirement to inform his or her Principal in writing three (3) months prior to his or her scheduled date of retirement.

c. Layoffs - As soon as the District determines the necessity for layoffs, the employees to be laid off shall be notified in writing thereof and the notice shall include the effective date of the layoff. Employees shall be laid off in reverse seniority order based on categories listed below:

Teaching Assistant
Teacher Aide
Laboratory Facilitator

Recall shall be accomplished on a seniority basis within the established categories.

d. Excessed - Excessed employees will be restored to all accumulated rights and fringe benefits which existed as of the date of termination.

3.3 Vacancies or New Positions

a. All vacancies or new positions will be made known to the Association members five (5) working days before public announcement of such vacancies except where immediate appointment is necessary for student needs.

b. Preference for positions in this unit shall be given to qualified candidates who are residents of the Village of Freeport or the Freeport Union Free School District.

c. Should the District be unable to fill part-time positions with qualified candidates from within the Freeport Village or Freeport Union Free School District, it may consider qualified candidates who reside outside the Village or District.

d. Preference for full time positions will be given to part-time employees who have been employed by the District for ten (10) months or longer.

3.4 Employee - Student Relations

a. If, in the course of performing his or 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 or her inability to return to work as a result of said injury, the following shall apply:

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 or 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 thirty (30) working days without requiring the employee to consume any of his or 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.

b. In the event of any charges or complaints, either civil or criminal in nature made against an employee in a reasonable performance of his or her duties the District will provide the employee with counsel for the defense of such charges, and the District will additionally save the employee harmless of liability in accordance with the laws and statutes in such cases.

c. All complaints directed against an employee shall be promptly called to the employee's attention, and the employee shall be afforded an opportunity to reply to the same; all other complaints may be communicated to the employee at the supervisor's discretion; however, no derogatory complaint, letter, or report shall be placed in the employee's file without the employee's knowledge and the employee's written acknowledgment that the employee has been afforded an opportunity to make a written statement of explanation.

d. Employees shall receive and abide by instructions and directions relative to student discipline from appropriate professional authority within the Administration of the school system.

e. Employees shall report to their building principal all threats of physical violence to their persons or the person of others and all cases of actual student physical violence sustained by them or others in their presence.

f. It is recognized by the District that from time to time an employee is required to work with or assist a student who has behavioral problems by reason of a mental, physical, or emotional disability. In furtherance of the duties of the Teaching Assistant and the Teacher Aide, the District shall identify to the Teaching Assistant or the Teacher Aide students possessing the aforesaid disabilities. In the event that a parent directs the District to maintain the confidentiality of the problem, the District will not be required to identify the problem to the employee.

3.5 Duties

a. Teaching Assistants shall spend the majority of their time (51% or more) in duties closely connected to the instructional program. These duties are amplified in the District's job description and in the State Department bulletin relating to this subject.

b. Teacher Aides shall spend the majority of their time (51% or more) in duties which are indirectly connected to the instructional program. These duties are amplified in the District's job description.

c. Employees who do not meet any new educational requirements as mandated by the New York State Department of Education or Civil Service Law will be notified immediately of these new regulations and given reasonable time to satisfy the requirements.

3.6 Certification

a. Teaching Assistants must qualify for New York State Certification.

b. The District will provide the necessary forms for obtaining certification and such help as may be requested. Copies of all certification materials must be filed in the Personnel Office.

c. It is the employee's responsibility to make application for temporary certification within three (3) months of employment. Permanent certification must be applied for within two (2) months of time the temporary certification expires. Failure to obtain proper NYS certification shall constitute grounds for dismissal.

d. Unit members who change job titles shall do so without loss of seniority.

3.7 Substitutes

When substitutes are required, the District will make an effort to employ persons who meet the qualifications for the position as specified.

IV. HOURS AND WORKING CONDITIONS

4.1 Work Day - Full-time Employees

a. The work day shall consist of seven (7) working hours. Included in these hours may be a forty (40) minute lunch established by the principal to conform with the children's classroom schedule and a 15-minute break per day.

These hours shall be in force throughout the entire work year.

b. All unit members must work their regular work hours on days when the school calendar calls for half-day sessions and if the students' dismissal extends beyond 3.5 hours.

When necessary, the Principal will schedule time for the Teaching Assistants to meet with teachers and department chairpersons for planning. When the Principal deems it necessary, preparation time will be provided to Teaching Assistants.

4.2 Work Day (Part-time Teaching Assistants and Teacher Aides)

a. The work day shall consist of four (4) working hours. Included in these hours may be a fifteen (15) minute coffee break per day.

These hours shall be in force throughout the entire work year.

b. On days when the school calendar calls for half day sessions, teaching assistants and teacher aides must work their regular work hours.

c. The work schedule shall be developed by the Principal.

d. If there is a need for more Aides or Assistants in any building in the District, consideration should be given to present employees to work additional hours.

e. When necessary, the Principal will schedule time for the Teaching Assistants to meet with teachers and department chairpersons for planning. When the Principal deems it necessary, preparation time will be provided to Teaching Assistants.

4.3 Work Year

The work year shall begin the first Tuesday after Labor Day, and the last working day shall be the Friday before High School graduation, unless the District's official school calendar provides otherwise.

4.4 Paid Holidays

All employees shall have the same paid holidays as are designated on the adopted school calendar.

4.5 Evaluations

Every employee shall see and sign evaluations by the last working day of the school year with provision for employee comments to be appended. Signing does not necessarily mean agreement. Upon written request an employee may receive a copy of the evaluation.

4.6 Work Duties

No employee shall be required to clean the cafeteria or perform duties designated for custodial workers.

4.7 Immunization

Unit members shall be offered the opportunity to obtain the Hepatitis or other vaccine offered to nurses or cafeteria workers. In the event that a unit member elects to obtain a hepatitis vaccine shot, the District shall pay for any unreimbursed portion of the cost for same. Documentation of the cost must be submitted to the District in order for payment to be made.

4.8 Training for One to One Teaching Assistants

As part of its training program for unit members, the District shall provide specialized training to teaching assistants with one-to-one assignments with Special Education students.

V. COMPENSATION

5.1 Position Grades

Position Grades and corresponding position title shall be:

<u>Position Grade</u>	<u>Position Title</u>
1	Part-time Teacher Aides
2	Part-time Teaching Assistants
3	Full-time Teaching Assistants*
4	Full-Time Teacher Aides

* Teaching Assistants assigned as Lab Facilitators and to the in-school suspension programs shall also be paid the following annual stipends:

2008-2009	\$4,120
2009-2010	\$4,244
2010-2011	\$4,371

5.2 Salaries

a. Current Employees

1. Effective July 1, 2008, the salary of each full-time employee shall be increased by three (3%) percent for the 2008-2009 school year.
2. Effective July 1, 2009, the salary of each full-time employee shall be increased by three (3%) percent for the 2009-2010 school year.
3. Effective July 1, 2010, the salary of each full-time employee shall be increased by three (3%) percent for the 2010-2011 school year.

b. New Employees

1. The starting salaries for incoming employees for the duration of this agreement shall be:

2008-2009	2009-2010	2010-2011	
7,291	7,510	7,735	P/T Aides
7,998	8,238	8,485	P/T Assistants

Full-time salaries will be determined by adding .75 to the employee's part-time salary.

2. Employees hired on or after March 1st will receive the starting salary of that school year and effective September 1st of the subsequent school year will receive the starting salary of the new school year indicated in paragraph b.1.

c. Part-time Teacher Aides moving to Part-time Teaching Assistants will receive a raise of either the beginning Part-time Teaching Assistant salary or \$300, whichever is more.

d. Longevity

An employee who has completed ten (10) years of service in the District shall receive a longevity payment of \$550 annually thereafter. Those employees who have completed fifteen (15) years of service in the District shall receive a longevity payment of \$850, and those employees completing twenty (20) years of service in the district shall receive a longevity payment of \$1,000 annually thereafter.

5.3 Extra Time

a. If the necessity arises for an employee to work more than the contracted work week, and such additional time receives the prior approval of the building principal, then the employee will receive monetary compensation for such additional time at the employee's regular hourly rate.

5.4 Advancement Incentive

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

a. Salary increments will be provided effective September 1st for courses approved and completed prior to September 15th of any school year. Salary increments for courses approved and completed subsequent to September 15th shall be effective September 1st of the following school year.

b. Employees hired on or before March 1, 2005, with less than sixteen (16) credits will receive \$300 for 10 credits of approved advance study (a maximum of 4 credits may be in-service). Employees who receive this \$300 and who thereafter become eligible to qualify for a \$1,000 educational incentive by accumulating 16 credits pursuant to Article 5.7 of this collective bargaining agreement, shall receive only an additional \$700 as their educational incentive pursuant to Article 5.7. Once a unit member reaches the first 16 credits, future educational incentives will be in increments of 16 to a maximum of 48 (32, 48) pursuant to Article 5.7.

c. Failure to obtain prior approval will result in credit not being granted.

d. Newly hired Teaching Assistants will be required to attend, after working hours or during the summer, an in-service course designed for Teaching Assistants. Failure to attend this course within one (1) year of date of employment without sufficient reason shall mean dismissal.

5.5 Jury Duty

Employees will attempt to postpone serving jury duty to the summer months. Should the postponement not be granted, the employee will be excused without loss of pay or personal days, if called to jury duty.

5.6 Substitute Teaching

Substitute teaching for absent teachers will be on a voluntary basis. Teaching Assistants who hold teacher certification and who substitute teach for absent teachers shall be paid \$25 per day plus his/her daily rate of pay.

5.7 Educational Incentive

Unit members and new hires who have earned a minimum of sixteen (16) college credits shall be paid an educational incentive of \$1,000 added to their base salary; unit members and new hires who have earned a minimum of thirty-two (32) college credits shall be paid an educational incentive totaling \$2,000 [\$1,000 for first sixteen (16) credits and \$1,000 for second sixteen (16) credits] added to their base salary; and unit members and new hires who have earned a minimum of forty-eight (48) college credits shall be paid an educational incentive totaling \$3,000 [\$1,000 for each set of sixteen (16) credits] added to their base salary. Unit members who received advance study compensation prior to July 1, 2006, pursuant to Article 5.4 will have their educational incentive amount reduced by the advance credit amount previously received.

In order to qualify for this incentive, the unit member must submit a certified transcript showing the earned credits to the Assistant Superintendent for Personnel. The credits must have been earned at an accredited college or university.

VI. EMPLOYEE BENEFITS

6.1 Retirement Plan

a. TEACHER AIDES - The Board has adopted Section 75-g of the New York State Employees' Retirement System and all Teacher Aides who elect to be members of the Employees' Retirement System are entitled to the benefits afforded by that system.

b. TEACHING ASSISTANTS - All part-time Teaching Assistants who elect to be members of the New York State Teachers' Retirement System are entitled to the benefits afforded by that system.

c. All full-time employees are required to join the New York State Teachers' Retirement System.

6.2 Paid Vacation

Paid vacation shall not be granted to employees.

6.3 Paid Sick and Personal Leave

a. This leave shall be earned as follows:

- 1st year - .5 days a month to a maximum of 5 days.
- 2nd year - 1 day a month to a maximum of 10 days.
- 3rd year - 1.5 days a month to a maximum of 15 days.

b. The leave annually will be accumulated as follows:

1 st year	4-S-1-P
2 nd year	7-S-3-P
3 rd year	10-S-5-P

Personal days may be used as sick leave days. The established procedure governing personal absence leave will continue to be followed.

c. At the end of each school year, the unused days of absence leave shall be added to an employee's sick leave reserve. The reserve can accumulate to an unlimited number of days and consists of all unused days for all preceding years in the District, the days listed in "a" above for each month worked in the current year.

d. Personal absence leave with full pay referred to above shall be granted each year, and may be accumulated to a total of ten (10) days.

e. The employee may take one of his or her personal days without stating a reason using the Personal Leave Form.

f. Employees found to abuse sick and personal leave will be subject to disciplinary actions as outlined below:

1. Corrective Conference - Note to Personnel Folder
2. Written Warning - Note to Personnel Folder

3. Disciplinary Conference - Note to Personnel Folder
4. Recommendation for termination

g. Should the employee have need for bereavement leave due to a death in family as defined in the District's personal leave form (back) and the unit member has exhausted personal leave, the Superintendent of Schools in his/her sole discretion may authorize the unit member to convert up to two (2) sick days, if available, to bereavement leave.

6.4 Payment for Accumulated Sick Leave

Upon an employee's retirement or termination of employment, provided the employee has been in the District ten (10) years or more, and has given proper notice, the employee shall receive compensation in a lump sum for unused sick leave that the employee may have accumulated in accordance with the following schedule:

<u>10 - 15 years</u>	<u>16 - 20 years</u>	<u>20 years or more</u>
1 - 50 days - 18.5%	1 - 50 days - 23.5%	1 - 50 days - 28.5%
51 - 99 days - 21%	51 - 99 days - 26%	51 - 99 days - 31%
100 - 200 days - 23.5%	100 - 200 days - 28.5%	100 - 200 days - 33.5%

a. The foregoing provisions are all subject to the following conditions:

1. Any leave of absence during the period of time that the employee was employed by the District shall be subtracted from the measuring time which the employee has been deemed to have been employed by the District for the purposes of this article. (A leave of absence shall be deemed to be any period to time during which employee was not being paid the full salary for the actual rendering of services to the District.)

2. The maximum number of accumulated unused sick days which will qualify for payment is 200.

3. The daily rate of pay shall be computed by dividing 200 days into the annual salary.

4. In the event that an employee dies in service and has met the ten (10) year service requirement, the employee's estate shall be paid for accumulated, unused sick days based on the above service categories and percentages.

6.5 Bereavement Leave

Unit members are entitled to two (2) days annually for bereavement leave in the case of the death of the employee's child, parent (or person who takes the place of the parent in raising employee), spouse or sibling, effective April 1, 2009.

6.6 Leave of Absence Without Pay

There will be no permissible reason for a leave of absence other than for health, child care, or student teaching. A leave may be granted for other reasons at the Superintendent's discretion.

Leaves of absence without pay for any of the above reasons may be granted to the employees employed for one year or more. Appropriate documentation will be required upon request for a leave of absence.

a. Any person requesting such leave who is aware of the need thereof prior to the commencement of the school year (September) or becomes aware of the need for such leave after the school year has commenced, but prior to the commencement of the mid-semester period (February), shall request that such leaves begin as of the commencement of the mid-semester period, whichever follows sooner.

In the event of leaves for reasons of health, which do not coincide with above dates, the covered employee must furnish the Superintendent of Schools with medical opinion certifying the employee's physical ability to continue employment.

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

c. Written notice of the employee's intention to return to employment following the granting of such leave must be received by the School District on or before April 15th.

d. The employer shall not be required to re-employ the employee, following such leave, at any time other than at the commencement of the school year in September or at the commencement of the mid-semester period in February.

e. 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 will be given for the period of absence from employment.

f. There will be no other permissible reason for a leave of absence other than that for health, child care, or student teaching.

6.7 Health Insurance

a. The employer shall pay three-fourths of the New York State Government Health Insurance coverage for employees working a regularly scheduled work week of twenty-five (25) hours or less.

For the period July 1, 2008 - June 30, 2009, those employees working a regularly scheduled work week of more than twenty-five (25) hours shall share in the costs of health insurance as follows:

<u>Individual Coverage</u>	<u>Family Coverage</u>
14%	12%

For the period July 1, 2009 - June 30, 2010, those employees working a regularly scheduled work week of more than twenty-five (25) hours shall share in the costs of health insurance as follows:

<u>Individual Coverage</u>	<u>Family Coverage</u>
15%	14%

Effective July 1, 2010, those employees working a regularly scheduled work week of more than twenty-five (25) hours shall share in the costs of health insurance as follows:

<u>Individual Coverage</u>	<u>Family Coverage</u>
16%	16%

b. Waiver

Employees interested in opting out or continuing to opt out of the District's health insurance plan must comply in all respects with the District's written Guidelines for Health Insurance Waiver. It is expressly understood by members of this unit that to be eligible for the waiver payment, unit members must have been enrolled in a family plan as an employee of the District or other employer for a minimum of two (2) years immediately prior to the school year in which the request for waiver was initially made. To ensure compliance with this eligibility criterion, District and employee records will be checked for eligibility at the time the employee made or makes the initial request for waiver.

For the 2008-2009 school year, unit members who are eligible to opt out of the District's health insurance plan shall be paid forty-nine (49%) percent of the District's share of the insurance premiums.

For the 2009-2010 school year, unit members who are eligible to opt out of the District's health insurance plan shall be paid forty-eight (48%) percent of the District's share of the insurance premiums.

Effective July 1, 2010, unit members who are eligible to opt out of the District's health insurance plan shall be paid forty-seven (47%) percent of the District's share of the insurance premiums.

Effective July 1, 2009, in the event that a unit member is eligible to opt out of the District's health plan and has a spouse also employed by the District, the waiver amount for the unit member shall be based on the premium contribution for individual coverage.

Notwithstanding the above paragraph, new hires hired after April 1, 2009, who are eligible to opt out of the District's health insurance plan shall be paid One Thousand (\$1,000) Dollars.

6.8 Dental Insurance

The District shall pay no more than \$8 per month for all full-time unit members who are eligible to participate in a District dental insurance plan. One (1) year of employment is required in the District before an employee is eligible for such coverage. Payment into the plan shall be made directly to the Insurer. This payment shall be pro-rated for part-time unit members.

6.9 Disability Insurance

For the term of this Agreement the District will provide a long term disability income insurance plan. The details of the plan will be distributed to all members of the Association.

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, discrimination, 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 District whose duties are the supervision of non-teaching employees, and the interpretation and implementation of the District policies, by-laws and regulations.

b. "Assignment" shall mean the kind of work the employee has been hired 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.

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 his superiors before giving 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, he may then request, in writing, within seven (7) working days after the receipt of the previous decision, a review of his grievance by the building principal or the administrator to whom 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 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 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 are to be forwarded to the Superintendent of Schools, the aggrieved party, and his or her representatives, 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, 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 after the preceding decision. Such conference shall be granted within ten (10) working days of receipt of request.

b. The Superintendent of Schools or his designees 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 designees shall make his decision.

d. The Superintendent of Schools or his designee shall inform the employee and all other authorities concerned of his 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 President of the Board of Education by the Superintendent of Schools.

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. MISCELLANEOUS

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.


IX. PRE-TAX CONTRIBUTION PROGRAM

The District will offer, on a voluntary basis, a Pre-tax Contribution Program authorized by the IRS Section 125, whereby health and dental insurance premiums are deducted from employees' salaries and treated as a non-taxable item for the purpose of paying the employee's portion of the premium for group medical and dental insurance. The Association and the District will develop mutually agreeable procedures for implementation of the program. Association members will pay up to fifty cents (\$.50) per pay check toward the administrative costs of the program.

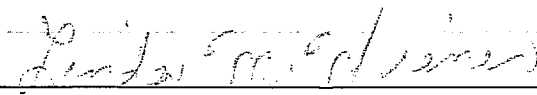
As they become available, other premium options may be offered as mutually agreeable.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized representative on the day and year below.

FREEPORT UNION FREE SCHOOL DISTRICT

By: 
Superintendent of Schools

FREEPORT TEACHER AIDE & ASSISTANTS ASSOCIATION

By: 
President

Dated: April 21, 2009