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TA/6016

AGREEMENT

between

the

QUOGUE BOARD OF EDUCATION

and

the

QUOGUE TEACHERS' ASSOCIATION

July 1, 2006 through June 30, 2010

**RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

NOV 25 2009

ADMINISTRATION

18

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QUOGUE UNION FREE SCHOOL DISTRICT

2006 - 2010 Negotiated Agreement

Agreement made between the Board of Education of the Quogue Union Free School District, New York, Town of Southampton, County of Suffolk and the Quogue Teachers' Association, for the school years, 2006-2007, 2007-2008, 2008-2009 and 2009-2010.

1. **RECOGNITION:** The Quogue Teachers' Association has been duly recognized as the exclusive bargaining agent for all the teachers employed by the school district not including substitute teachers. This contract applies only to such teachers.

2. **SALARY SCHEDULE:** The teacher's salary shall be paid in accordance with the attached schedules. Pay for teachers employed less than full time shall be prorated accordingly.

3. **SALARY CREDIT:**

A. One in-service credit toward horizontal movement shall be granted for each 15 hours of classroom instruction after the regular school day. Prior approval of each course must be obtained from the Building Principal or Superintendent.

B. All other courses including Internet and Distance Learning Courses require prior approval, except those taken at a university accredited by New York State as part of a Master's, Ph.D., or Ed.D. program directly related to the teacher's position in the District.

C. Teachers shall only move one (1) column per year after the attainment of the MA column. Only credits earned after the attainment of the Masters Degree will be applied for horizontal movement beyond the MA column.

4. **LEAVES:**

A. **Sick Leave:** Ten days of sick leave (prorated for those employed less than full time) shall be granted per year and may be accumulated up to 180 days. Teachers will be credited with five of the ten sick days in September. Sick leave will be granted on the basis of one day per full month of teaching service for each month from September through June. Teaching service for more than one-half of the school days per month will be deemed a full month for this purpose.

Sick leave may also apply to a member of the immediate family of a teacher and shall be construed to mean any illness which is considered to be of a nature as to require the teacher's presence at home. A total of five working days of absence will be approved for illness or a death in the immediate family or of the household of a teacher. The Board of Education reserves the right to request a doctor's certificate on any day a teacher is absent for reason of illness.

Each teacher shall have included in the salary agreement a statement of accumulated, unused sick leave in September and February of each school year.

B. Personal Leave: Three personal days, with five days notice, will be granted for business that must be conducted during the school hours. Where a personal day is to be taken on a day immediately before or after a school holiday or vacation (not a weekend) a reason must be given with five days notice. Personal days will be prorated for part-time teachers, other than those employed at least half-time. No more than 2 teachers may be out on one given day. In the event of an emergency, the 5 day notice will be waived if a reason for said leave is given and accepted by the Building Principal or Superintendent. Unused personal days will be added to the following year's sick leave.

C. Maternity Leave : Any teacher, upon written request, will be granted, in accordance with this paragraph, a leave without pay to begin any time after the beginning of pregnancy. Such leave shall be granted for the balance of the school year in which it is first requested and, if requested, for one (1) additional school year. A teacher's return from such leave must coincide with the start of the school year. The teacher shall notify the District of her intention to request such leave at least sixty (60) days before the anticipated starting date of leave. Exceptions to the sixty (60) day notice requirement will be granted by the Superintendent in the event of an emergency. A teacher has the option to use accumulated sick leave due to physical disability, provided a doctor's note is submitted as substantiation.

D. Leaves of Absence: At the sole discretion of the Board of Education, a leave of absence without pay may be granted for personal reasons for one academic year or any portion of one academic year.

1. A teacher who has requested and obtained a leave from the Board of Education may, at the discretion of the Board, continue to receive those insurance benefits set forth in this Agreement.
2. If the leave is granted, the year shall not be considered in-service time for salary schedule purposes.
3. If the teacher teaches one-half year or more, she/he will advance to the next step on the salary schedule.

E. Jury Duty: Absence for jury duty shall not be considered a deduction from sick leave or personal leave allowances. Regular salary payments will be made during the period of absence with jury duty payment to be turned over to the Quogue School District. All employees must notify the Superintendent as soon as possible after receipt of notice of jury duty, and a copy of such notice shall be provided to the Superintendent as soon as possible and prior to the date of such service. In addition, proof of jury service must be submitted to the Superintendent upon completion of jury service. Failure to submit notification and proof of jury service may result in the loss of pay for days served.

5. **PROFESSIONAL DAYS:** Professional Days will be granted at the discretion of the Building Principal or Superintendent with 5 days notice, if possible. Such days may be used to attend conferences, workshops, observations, and other activities that will further enhance the effectiveness of the classroom teacher.

6. **LUNCH:** All teachers shall receive a thirty (30) minute uninterrupted lunch period daily. During periods of satisfactory weather, the children will go outdoors and the teachers shall follow the supervision schedule prepared by the Building Principal or Superintendent. During periods of inclement weather, students shall be assigned to the library, computer lab or such other available location and the teachers shall follow the supervision schedule prepared by the Building Principal or Superintendent.

7. **INSURANCE:**

A. Health insurance with vision care benefits shall be provided by the School District for the 2006-07 school year, with the District contributing 100% of the individual or family premiums, as applicable, for teachers employed at least half-time, who desire coverage and qualify. Commencing July 1, 2007, the District shall contribute 95% of premiums for such insurance. Commencing July 1, 2008, the District shall contribute 92.5% of premiums for such insurance. Commencing July 1, 2009, the District shall contribute 90% of premiums for such insurance. Teachers eligible for health insurance pursuant to this paragraph shall be entitled to have health insurance upon retirement under the provisions of the New York State Teachers' Retirement System with the District paying the same percentage of premiums as were paid as of the date of retirement, and the employee paying the same percentage of premiums as were paid at the date of retirement.

Part-time teachers employed less than half-time shall be made eligible for health benefits, subject to consent thereto by the carrier, and provided they pay a prorata share of the premium, with the District contributing no more than that which the District would contribute in that year for a full-time employee.

B. **Insurance Reimbursement :** A full time teacher, covered by another health insurance plan, shall have the option of withdrawing from the District plan and receive a lump sum payment, thereby relieving the district of any obligation to provide health insurance for such teacher. The payment shall be \$1,000.00 annually if the teacher has family coverage and \$500.00 if individual coverage.

The following conditions apply:

1. Written notice of withdrawal to the Superintendent to be received on or before July 1 of the school year in which withdrawal is to be effective. Withdrawal will be effective as soon as possible on or after July 1.
2. Satisfactory proof of equivalent health insurance to be submitted yearly.

3. Payment in the last payday of the school year in which withdrawal is effective. The teacher must be in active employment with the District at that time. Payment will continue for every succeeding school year in which the teacher is not covered by the District plan, and is still in active employment with the District.

A teacher may apply for reinstatement subject to approval of the insurance carrier. If reinstated, the teacher will receive no payment under this Section for the school year in which reinstatement becomes effective.

This section B, is limited to full time teachers who are participants in the District health insurance plan as of June 15, 1990, and full time teachers hired on or after that date who participate in the District plan for at least 3 years.

C. The school district will provide Dental Insurance for each teacher employed at least half time up to a maximum premium of \$200.00 per teacher per year. Upon agreement by the insurance carrier, teachers may, at their own expense, have dependents covered under the dental plan, and may apply the difference between current premium and \$200.00 toward dependent coverage. Teachers may apply the difference between individual coverage premiums and \$200.00 up to \$40.00 per year toward dependent coverage.

Part-time teachers employed less than half time shall be made eligible for the benefit, subject to consent thereto by the carrier, and provided they pay a pro-rata share of the premium costs (i.e. a teacher employed for 1/5 of the time would pay 4/5 of the premium).

D. The Board shall provide each teacher employed half-time or more with a \$40,000 Term Life Insurance Policy. Part-time teachers employed less than half-time shall pay a pro-rata share of the premium, subject to consent of the carrier. Unit members shall be provided with Accidental Death and Dismemberment Insurance through USI Administrators.

8. **TEACHER ASSIGNMENTS:**

A. Wherever practical, and barring unforeseen circumstances, notification of assignments for the following year shall be given to tenured faculty members by May 1 and non-tenured by June 1. Any notice of reassignment shall be given to faculty members as soon as possible, once it has been decided.

B. The District shall advise teachers of job positions which may become available from time to time in the District by providing a notice on the bulletin board in the Teachers' Room, which notice shall contain the job title, a brief description of the job, and the qualifications necessary to apply for the position.

9. **PERSONNEL FILES:** Upon request by the teacher, he/she shall be permitted to examine his/her Personnel File in the Board conference room during regular business hours, or at such other time as mutually agreed upon by the teacher and the Superintendent.

No material shall be placed in a teacher's Personnel File unless the teacher has had an opportunity to read the material. The teacher shall acknowledge that he/she has read such material by affixing his/her signature on the copy to be filed, with the understanding that such signature merely signifies that he/she read the material to be filed and does not necessarily indicate agreement with its content.

Teachers will have the right to comment upon any material filed and said comment will be attached to the file copy.

Teachers shall be permitted to reproduce any material in his/her file.

Confidential material such as employment references and recommendations shall be excluded from the provision of this Article.

10. **GRIEVANCES :**

Definitions: Grievance is an alleged violation of any of the terms or conditions of this agreement. Grievant is a teacher alleging a grievance. Grievance procedure is the exclusive remedy for settling grievances set forth hereinafter. Determination is the written response of the Building Principal, Superintendent, or the Board of Education called for by the grievance procedure. If a grievance affects more than one teacher, the Association may process said grievance.

Grievance Procedure :

Step 1: If a written notice of grievance setting forth the date of occurrence, the nature of the grievance and the relief requested is filed with the Superintendent, with a copy to the President of the Board of Education, within thirty days from the date of occurrence, the grievance will be considered by the Superintendent and a written determination will be rendered twenty days thereafter.

Step 2: If the grievant is not satisfied with the determination and files a written notice within ten days thereafter with the Superintendent, with a copy to the President of the Board of Education, setting forth the grievant's objections to the determination, the Board of Education will review the grievance and the determination of the Superintendent, and render a written determination within twenty days thereafter. The determination of the Board of Education will be final and binding upon all parties for all purposes.

General: Nothing herein will prevent a teacher from discussing a perceived contract violation with the Superintendent prior to filing a grievance.

11. **PROFESSIONAL DUTIES :**

A. Work Year: The teacher work year shall be 183 days and one day of orientation, such days to fall between September 1st and June 30th annually. The orientation day may be held prior to the opening of school. Such orientation day may be scheduled during the month of August when the opening of schools precludes the scheduling of such days in September. The parties will attempt to reach a mutually agreed upon date for such day. If agreement cannot be reached, the Superintendent shall schedule the day.

B. Work Day: The teacher work day shall be seven (7) and one -half (1/2) hours per day.

C. Mutual agreement between and among the Board of Education, Superintendent, and the teacher(s), regarding conferences and/or workshops, requiring additional time beyond the established 183 days, may take place.

D. Teachers will be paid on a per diem 1/200th basis following the salary schedule.

E. All teachers shall be at their designated teaching posts fifteen (15) minutes prior to the start of the student day. Teachers are to supervise the children upon their arrival while also supervising the corridor in the vicinity of the classrooms.

F. All teachers shall indicate the time of their arrival and departure each day of the work year, either by initialing a District prepared form, or by means of a mechanical entry.

G. If the Administration believes that a student's grade(s) should be changed, the Administration will first meet with the teacher affected. Said teacher shall be given an opportunity to explain to the Administration his/her professional opinion as to the grade(s) given. If the Administration still finds that the grade(s) need(s) changing, the teacher shall be afforded an opportunity to voice his/her concerns before the Board of Education. If the determination is made by the District to change the grade(s) the teacher shall be given a written statement, with a copy of the Board minutes attached, directing said change(s), which the teacher may, at his/her sole discretion have placed in his/her personnel file.

H. The District shall have the right to schedule up to three (3) half days annually for the purposes of parent-teacher conferences. The other half of such days may be used and scheduled by the Superintendent for student instruction, workshops or conferences. Teachers accept the responsibility for meeting at a mutually convenient time with those parents unable to attend conferences during school time.

I. Substitutes : The Board and Quogue Teachers' Association agree that Quogue teachers should not be used as substitutes in the event a teacher is absent. Therefore, every effort will be made to obtain a substitute teacher. However, in the case of an emergency, whereby the Administration did not receive sufficient notice of a teacher's absence, a Quogue teacher may be required to substitute.

12. **CREDIT UNION DEPOSITS:** Deposits will be mailed within one week of the day paychecks are given to the teachers.

13. **ANNUITIES:** The District will undertake to provide the clerical services involved for payroll deductions of tax-sheltered annuities for full-time teachers. A total of three programs will be accepted. The Districts shall be held harmless for receipt of funds deducted and forwarded as authorized by the teacher.

14. **BEFORE SCHOOL AND/OR AFTER SCHOOL ACTIVITIES:** All before school and/or after school activities offered to the students will be supervised by qualified personnel. Compensation for teachers will be no less than \$25.00 per hour, per teacher. The Superintendent agrees to a meeting with representatives of the unit at or about the end of each school year, if necessary, to address any disparity with rates for such activity. Determination of before school and/or after school activities and the number of sessions shall be subject to prior approval of the Superintendent.

15. **PAY DAYS:** Teachers will be paid every other Friday.

16. **RETIREMENT:** For full time teachers with at least fifty (50) accumulated unused sick leave days, a special retirement allowance shall be provided. Such retirement allowance shall be computed in the following manner. Teachers will receive a percentage of accumulated sick days. The percentage will be based on longevity, calculated at the rate of one and one-half (1.5) times the number of full years of service in the Quogue School District. Example : upon retirement, a teacher with thirty (30) full years of service, and one hundred (100) accumulated sick days, would receive a retirement allowance of forty-five (45) days. For the period of July 1, 2006 through June 30, 2009 only, teachers will receive a percentage of accumulated sick days calculated at the rate of two and one-half (2.5) times the number of full years of service in the Quogue School District.

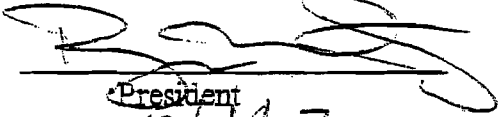
The following conditions apply:

1. At least 12 years of full time service in the District and retirement under the rules and regulations of the New York State Teachers' Retirement System with a minimum age of 55 years.
 2. Written notice of intention to retire given to the Superintendent at least three months before the final budget submission date.
 3. Payment shall be at the daily rate of pay earned in the year of retirement.
17. **Section 125 IRS Plan:** The District shall provide a Section 125 IRS Plan pursuant to which employee health insurance premium contributions may be made.

18. Nothing contained herein shall be contrary to State or Federal Law. The provisions of the Agreement become effective July 1, 2006 and shall continue in force through June 30, 2010.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the day and year stated below, on which Agreement was reached.

BOZEMAN TEACHERS' ASSOCIATION

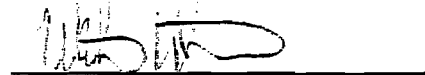


President

12/14/07

Date

BOARD OF EDUCATION



President

11/8/07

Date

80-20-71415 - Redraftcontract11/21/07

Pay Schedule 2009 / 2010 (3.75 % + Increment)

Step	BA / BS	BA/BS+15	MA	MA +15	MA + 30	MA + 45	MA + 60
1	\$46,045	\$47,590	\$51,789	\$53,724	\$56,239	\$58,832	\$60,009
2	\$47,968	\$49,669	\$54,311	\$56,319	\$58,916	\$61,550	\$62,780
3	\$49,891	\$51,749	\$56,838	\$58,917	\$61,593	\$64,259	\$65,544
4	\$51,809	\$53,830	\$59,365	\$61,515	\$64,270	\$66,963	\$68,301
5	\$53,731	\$55,911	\$61,887	\$64,110	\$66,947	\$69,658	\$71,050
6	\$56,064	\$58,298	\$64,455	\$66,700	\$69,668	\$72,393	\$73,839
7	\$58,392	\$60,682	\$67,021	\$69,296	\$72,390	\$75,117	\$76,620
8	\$60,721	\$63,064	\$69,587	\$71,887	\$75,106	\$77,831	\$79,388
9	\$63,049	\$65,452	\$72,152	\$74,482	\$77,894	\$80,542	\$82,152
10	\$65,378	\$67,833	\$74,718	\$77,074	\$80,549	\$83,247	\$84,913
11	\$67,274	\$70,238	\$77,476	\$79,873	\$83,506	\$86,187	\$87,910
12	\$69,171	\$72,641	\$80,235	\$82,671	\$86,464	\$89,663	\$91,456
13	\$71,067	\$75,043	\$82,993	\$85,471	\$89,419	\$92,041	\$93,881
14	\$72,962	\$77,445	\$87,123	\$88,267	\$92,377	\$94,953	\$96,853
15	\$74,860	\$79,848	\$88,511	\$91,071	\$95,336	\$97,862	\$99,818
16	\$76,733	\$82,245	\$91,166	\$93,803	\$98,195	\$100,663	\$102,674
17	\$78,653	\$84,711	\$93,900	\$96,616	\$101,141	\$103,538	\$105,609
18	\$80,618	\$87,255	\$96,720	\$99,516	\$104,174	\$106,498	\$108,628
19	\$83,038	\$89,873	\$99,619	\$102,499	\$107,300	\$109,542	\$111,734
20	\$83,725	\$90,558	\$100,306	\$103,529	\$109,359	\$112,631	\$114,884
21	\$84,411	\$91,244	\$100,993	\$104,559	\$111,418	\$115,721	\$118,035
22	\$85,097	\$91,931	\$101,679	\$105,588	\$113,477	\$118,809	\$121,185
23	\$85,783	\$92,617	\$102,365	\$106,618	\$115,725	\$121,897	\$124,336
24	\$86,469	\$93,303	\$103,051	\$107,647	\$117,596	\$124,986	\$127,486
25	\$87,156	\$93,989	\$103,738	\$108,813	\$118,282	\$128,075	\$130,637

