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#### **Contract Database Metadata Elements**

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**COLLECTIVE BARGAINING  
AGREEMENT**

by and between

**EAST QUOGUE UNION FREE SCHOOL DISTRICT**

and the

**UNITED PUBLIC SERVICE EMPLOYEES UNION**

for the

**CLERICAL, TEACHER AIDES AND NURSE UNIT**

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

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## **PREAMBLE**

AGREEMENT, between the undersigned, East Quogue Union Free School District (hereinafter referred to as the ‘District’), 6 Central Avenue, East Quogue, New York 11942 and the United Public Service Employees Union (hereinafter referred to as the ‘Union’ or ‘UPSEU’), 3555 Veterans Highway, Suite H, Ronkonkoma, New York 11779; wherein it is mutually agreed as follows:

## **ARTICLE I RECOGNITION**

The District recognizes UPSEU as the sole and exclusive collective and negotiating representative for all full-time and part-time clerical, teacher aides and nurse employees.

## **ARTICLE II PAYROLL DEDUCTIONS**

**Section 1:** The District will deduct from wages, dues as designated by the Union for membership in the Union on the basis of individually signed voluntary deduction authorization cards in form agreed to by the District and the Union every pay period and forwarded to the Treasurer of the Union by the second payroll of the month.

**Section 2:** Deduction from an employee’s wages shall be in accordance with the date stamped on the Dues Deduction Card, Authorization for deduction of dues from wages shall remain in effect as long as the unit member is employed by the District, and unless canceled in writing by the unit member notifying the Business Office and the Union of said discontinuance.

**Section 3**

In case earnings for any period are insufficient to cover dues, payment for such dues shall be made by the employee directly to the Union.

**Section 4** Agency Fees

1. The Board of Education does hereby agree that no later than fifteen (15) days after the effective date of this Agreement each employee will pay to the collective bargaining agent every pay period a service charge toward the administration of the Agreement and the representation of such employee; provided, however, that each employee will have available to him/her membership in the Union on the same terms and conditions as available to every other member of the Union. The service charge shall be an amount equal to the collective bargaining agent's regular monthly and usual monthly dues. The Board of Education shall deduct such fee in the same manner the membership dues are deducted.

2. The Union will comply with all statutory requirements regarding Agency Fee.

**Section 5**

The Union shall indemnify and save the District harmless against any and all claims, demands, suits and other forms of liability that shall arise of, or by reason of, action taken or not by the School District for the purpose of complying with any list, notice, or assignment furnished under any provision of such.

**ARTICLE III**  
**VACANCIES**

When a vacancy in the District occurs, the Superintendent shall post a notice of such vacancy in the school and all unit members shall have the right to apply.

**ARTICLE IV**  
**WORK DAY/WORK YEAR**

The work year for the unit members shall be the same as the teachers' calendar. Should

the Superintendent require the nurse and/or clerk typist to work beyond the teachers' calendar, they shall be paid their daily rate (1/184th) for such work.

Except for teacher aides, the work day for unit members shall be seven and one-half (7 ½) hours. The work day for the teacher aides shall be seven (7) hours.

**ARTICLE V**  
**INCLEMENT WEATHER**

When schools are closed because of inclement weather, employees shall not be expected to report to work. It is understood that in such instances, employees shall be paid their regular wage.

**ARTICLE VI**  
**LEAVES**

**A. Sick Leave**

Unit members shall earn 10 sick days per year. Unused sick leave may be carried over and accumulated for future use up to a maximum of 100 days. Such accumulated unused sick days shall qualify for New York State Civil Service 41J benefits.

The Superintendent of Schools may require a physician's statement after three (3) days of absence or if sick leave is taken prior to or following a vacation day, holiday or recess period.

Yearly Payments: Each December an extra payment shall be made to compensate for unit members not utilizing sick days from the prior year (to a maximum of 10 days).

Payment shall be according to the following Scale:

<b>Total Accumulated Days</b>	<b>Rate of Payment</b>
10-20	\$2 per unused day from prior year
21-30	\$4 per unused day from prior year
31-40	\$6 per unused day from prior year
41 + days	\$8 per unused day from prior year

**B. Personal Leave**

Unit members shall be entitled to a maximum of three (3) personal days per year for personal absences.

Absences for personal reasons shall be defined as follows: absences for business which could not be conducted at any other time. Said absences include, but are not limited to, house closings, IRS audits, personal and/or family emergencies.

Employees shall complete a Personal Leave form and file it with the Principal five (5) days in advance of the absence, whenever possible. All Personal Leave requests require prior supervisory approval whenever possible. Unused personal days shall be converted to sick days.

**C. Bereavement Leave**

Upon the death of a member of the immediate family or any relative permanently residing in the member's home, the member may take leave for up to five (5) work days. For purposes of this provision, the immediate family shall be defined as the member's spouse, mother, father, brother, sister, mother-in-law, father-in-law, child, grandchild, grandparent. Request for further leaves may be granted by the Superintendent.

**D. Leave of Absence**

At the sole discretion of the Board of Education, a unit member may apply for an unpaid leave of absence for up to one (1) year.

**ARTICLE VII**  
**USE OF SCHOOL FACILITIES**

The Union shall be allowed to use school building facilities for Union functions after school and work, with the permission of the Superintendent when requested sufficiently in advance and provided there is no conflict with other functions and by following established procedures, i.e., filing an "Application for Use of School Building Or Grounds."



**ARTICLE VIII**  
**INSURANCES**

**A. Health Insurance**

The nurse shall be provided with 100% of the premium cost of individual/family coverage in the East End Health Consortium paid for by the District.

**B. Dental Insurance**

The nurse shall be provided with the District's Dental Plan with 100% of the premium cost paid for by the District.

**C. Disability Insurance**

Unit members shall be provided with the District's disability insurance at no cost.

**D. Life Insurance**

The District will continue to make full payment to maintain a \$10,000 term policy for each unit member.

**E. Flex Plan**

All qualifying employees shall have IRS-125 available to them.

**F. Flu/Hepatitis B Shots**

The District will make every effort to provide the above to members who wish to avail themselves of this opportunity.

**G. Personal Property Protection**

Should an employee, during the course of providing service to the District, have personal property damaged/destroyed, said employee must first seek reimbursement from his/her individual insurance coverage. Subsequently, the District will reimburse that employee for a loss up to \$250.

**ARTICLE IX**  
**COFFEE/LUNCH BREAK**

The District shall allow unit members to have one (1) fifteen minute coffee break and a forty (40) minute lunch period. With the supervisor's approval, the break may be added to the lunch period.

**ARTICLE X**  
**RETIREMENT**

**A. Terminal Leave**

Upon retirement, a unit member shall be eligible to receive \$25 for each unused sick day up to a maximum of 100 days.

The District agrees to cover all employees covered by this Agreement in the District's pension plan.

**ARTICLE XI**  
**SALARY**

**A. Salary**

The base salaries of all unit members shall be increased by 2.75% effective July 1, 2010, 3.00% effective July 1, 2011, 3.00% effective July 1, 2012 and 3.0% effective July 1, 2013.

**B. Educational Stipend**

An educational stipend of \$150 per year shall be available to each unit member. The stipend shall be awarded upon completion of two in-service sessions at \$75 per session. The in-service programs shall be established by the Principal. An individual can receive a \$75 stipend by attending one (1) of the two (2) sessions during the year.

**C. Chaperone Pay**

The current Chaperone Pay of \$30 per event and extra curricular payment shall be increased by \$1.50 each year. It is understood that chaperone assignments will be offered to certificated personnel first.

**D. Training**

Unit members will be provided training sessions during conference days. Said training shall be arranged by the building Principal.

**ARTICLE XII  
LONGEVITY**

An annual longevity stipend shall be provided to eligible unit

after completion of 3 years of District service-,	\$330
after completion of 5 years of District service,	\$630
after completion of 10 years of District service,	\$930
after completion of 15 years of District service.	\$1330

To be eligible, unit members must have served the District in the classification of nurse, clerk typist or teacher aide (not monitor). Payment is made on July 1 following the eligibility date for longevity. The above amounts are to be prorated for unit members scheduled less than four (4) hours. The above longevity amounts are not cumulative.

**ARTICLE XIII  
EXAMINATION OF RECORDS**

Upon forty-eight (48) hours prior written notice to the Superintendent, any employee will be permitted to review his/her own personnel file, excluding references and information obtained in the process of evaluating the employee for initial employment.

**ARTICLE XIV  
MANAGEMENT RIGHTS**

The District is charged by law to have in all respects, the superintendence, management and control of the District, subject to the provisions of this Agreement. Except as expressly set forth herein, no provision of this Agreement is intended, nor shall it have the effect of abridging

or violating the rights or obligations accorded to or imposed upon the District by the Education Law of the State of New York or any other law or rule or regulation having the force or effect of law.

**ARTICLE XV**  
**NO STRIKE CLAUSE**

During the term of Agreement there shall be no stoppage of work, lockout or strike.

**ARTICLE XVI**  
**TARDINESS**

All employees who report to work late may be docked accordingly by the quarter hour.

**ARTICLE XVII**  
**UNION ACTIVITIES**

Employees shall not engage in Union activities during their normal working hours. The elected unit officer or his/her designee shall be granted one (1) day off without loss of pay or benefits for the purpose of attending union activities.

**ARTICLE XVIII**  
**GRIEVANCE PROCEDURE**

**Step 1** Any grievance under this Agreement between the employee or employees and the District shall be submitted in writing to the employee's immediate supervisor and shall be answered in writing within five (5) working days of its submission.

**Step 2**- In the event the grievance has not been satisfactorily resolved at Step 1, the Union may, within five (5) working days from the date of receipt of the written answer, take up such grievance with the School Business Administrator who shall answer said grievance within five (5) working days after its presentation.

**Step 3** In the event the grievance has not been satisfactorily resolved at Step 2, a Union representative will file the grievance with the Board of Education. The Board of Education shall make a final and binding determination on the grievance.

**ARTICLE XIX**  
**TERM**

The term of this Agreement is July 1, 2010 through June 30, 2014.

**ARTICLE XX**  
**Miscellaneous**

- A. Any by-law and rule and regulation not affected by the Articles negotiated in this Contract shall be considered to be acceptable and shall be approved for the duration of the Contract.
- B. If any provision of this Agreement, or any application thereof, shall be contrary to law, then such provision or application shall not be deemed valid and binding except to the extent permitted by law but all other provisions or application shall continue in full force and effect.

**ARTICLE XXI**  
**TAYLOR LAW**

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIREING 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.

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between the EAST QUOGUE UNION FREE SCHOOL DISTRICT and UNITED PUBLIC SERVICE EMPLOYEES UNION.

IN WITNESS WHEREOF, the parties hereto have caused these present to be signed and sealed.

**EAST QUOGUE UNION FREE  
SCHOOL DISTRICT**

**UNITED PUBLIC SERVICE  
EMPLOYEES UNION**

By \_\_\_\_\_

By \_\_\_\_\_