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Contract Database Metadata Elements

Title: **Miller Place Union Free School District and Miller Place Administrators Association (1999)**

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Union: **Miller Place Administrators Association**

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Miller Place Ufsd And Miller Place
Administrators Assn

1999-2002 AGREEMENT

-between-

E BOARD OF EDUCATION

of the

MILLER PLACE UNION FREE SCHOOL DISTRICT

-and-

THE MILLER PLACE ADMINISTRATORS' ASSOCIATION

390 SD
12075 ADI

I. RECOGNITION

The Board of Education of the Miller Place Union Free School District, Town of Brookhaven, Miller Place, New York, recognizes the Miller Place Administrators' Association as the exclusive negotiation representative for all building principals and assistant principals of the Miller Place Union Free School District, Town of Brookhaven.

II. TERM OF AGREEMENT

This contract shall be in effect as of July 1, 1999, through June 30, 2002. Failing written notice by the Association between October 15, 2001 and January 15, 2002, of desire to commence negotiations, this contract shall be automatically renewed, and failing written notice by the Association within the October 15 to January 15 period for successive years, it shall be automatically renewed for one year, and for successive yearly periods until timely notice is given.

III. PROFESSIONAL COMPENSATION

The annual salary to be paid to each administrator covered by this Agreement is listed below. In the case of administrators who do not have tenure, it is important to note that this salary plan is not a commitment to reemploy. The increases in the salary plan listed below have been negotiated and agreed to by the Miller Place Administrators' Association.

	<u>1999-2000</u>	<u>2000-01</u>	<u>2001-02</u>
Lino Bracco, Principal Miller Place High School	\$104,550	\$107,687	\$110,917
Laddie A. Decker, Principal Sound Beach School	\$110,347	\$113,658	\$117,068
Harry Faulknor, Principal NCR Middle School	\$107,537*	----	----
Patrick Harrigan, Assistant Principal NCR Middle School	\$60,000*	\$61,800	\$63,654
Susan Hodun, Principal NCR Middle School	\$90,000*	\$92,700	\$95,481
Karen Reichert, Principal Andrew Muller Primary School	\$ 94,603	\$ 97,441	\$100,365
Richard Rocco, Asst. Principal Miller Place High School	\$93,335	\$94,773	\$ 96,895

* prorated

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MAY 04 2001

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

7

Longevity

Each principal or assistant principal shall be entitled to longevity in addition to base salary in the amount of \$1,000 after completion of four (4) years of service as a principal or assistant principal in Miller Place Union Free School District.

After eight (8) years of service as a principal or assistant principal in Miller Place Union Free School District, the principal or assistant principal shall be eligible to receive \$2,000 in longevity in addition to base salary. This amount will rise to \$3,000 after twelve (12) years of similar service and to \$4,000 after sixteen (16) years of similar service.

Persons starting between July 1 and December 31 will receive full credit for one year. Persons starting between January 1 and June 30 will receive no credit for such service in that school year.

Within the span of this contract, the longevity amounts are as follows:

	<u>Longevity</u> <u>1999-2000</u>	<u>Longevity</u> <u>2000-01</u>	<u>Longevity</u> <u>2001-02</u>
(02/99) Lino Bracco	\$0	\$0	\$0
(07/72) Laddie A. Decker	\$4,000	\$4,000	\$4,000
(04/75) Harry A. Faulknor	\$4,000	----	----
(01/00) Patrick Harrigan	\$0	\$0	\$0
(05/98) Susan Hodun	\$0	\$0	\$0
(09/90) Karen Reichert	\$2,000	\$2,000	\$2,000
(08/92) Richard Rocco	\$1,000	\$2,000	\$2,000

Each administrator shall also be entitled to benefits as set forth in Schedule A, entitled "Benefits and Leave Provisions."

IV. PHYSICAL EXAMINATION

The administrator agrees to have a comprehensive medical examination at the doctor of the Administrator's choice at least once each year during the term of the Agreement, or at more frequent intervals when reasonably requested by the Board. The Board will pay up to \$100 toward the total expense (inclusive of x-rays or special laboratory reports) of such annual examination and the same amount toward any additional examination requested by the Board. For one (1) of the three (3) examinations covered by this contract, the Board will pay up to \$200 for the medical examination.

Within a reasonable time after any such examination, a written report from the examining physician covering all aspects of the examination shall be filed with the Clerk of the Board and shall certify to the competency of the Administrator to perform the customary duties of the position. The results of the physicals shall be filed in each Administrator's personnel file and shall be available to the School Physician, the Superintendent, and the Board, but otherwise kept confidential.

V. GRIEVANCE PROCEDURE

Annexed hereto and made a part hereof as Schedule B is a Grievance Procedure that shall govern the filing and determination of grievances during the term of this Agreement.

VI. DUES DEDUCTION

At the request of the Administrator, the School District shall deduct from his or her salary dues for professional organizations and transmit the same to such organizations.

IN WITNESS WHEREOF, the parties hereto have executed this contract this 28 day of June, 2000.

**BOARD OF EDUCATION OF MILLER PLACE UNION
FREE SCHOOL DISTRICT OF THE TOWN OF
BROOKHAVEN**

By: Pamela M. Waltz
Pamela M. Waltz, President

MILLER PLACE ADMINISTRATORS' ASSOCIATION

By: Karen J. Reicher
Karen J. Reicher, President

SCHEDULE A**BENEFITS AND LEAVE PROVISIONS**

Sick Leave. The Administrator will be granted twelve (12) days of paid personal sick leave per year with unlimited accumulation. The Board may require appropriate medical evidence of a claimed personal illness or physical disability and may further have such evidence reviewed by the School District Physician or a consultant designated by him/her. Sick leave shall be earned at the rate of one (1) day for each month of employment, and an Administrator who leaves the employ of the School District shall reimburse the District for any monies received in excess of that to which he or she was entitled hereunder.

Family Illness or Death. The Administrator shall have five (5) additional days per year for a death or serious illness in his immediate family, subject to the furnishing and review of any medical evidence that may be required. Such additional days may not be accumulated from year to year.

Personal Leave. The Administrator shall be entitled to five (5) paid personal business days per year. At the end of the year any unused personal business days shall be accumulated with unused sick leave days.

Additional Leaves of Absence. The Administrator may apply in writing to the Board for additional leaves of absence, with or without compensation, and such applications may be denied or granted by the Board, in its sole discretion, on such terms and conditions as the Board may specify.

Vacations. The Administrator shall be entitled to twenty (20) paid vacation days per year, to be taken at such time or times as shall be approved by the Superintendent.

Life Insurance. Effective July 1, 1992, each member of the Unit shall be provided with \$100,000 split dollar life insurance.

Annuity Deductions. At the request of the Administrator, the School District shall deduct from his/her salary, payments required for annuities purchased by the Administrator and transmit the same to the appropriate insurer. The School District shall make no monetary contributions for such annuities.

Job-Connected Injuries. In the event the Administrator sustains personal injuries arising out of and within the scope of his/her employment which prevent him/her from fully discharging his/her duties, he/she shall be entitled to receive his/her full salary for the balance of the year in which injuries occur, with no loss of sick leave.

Disability Insurance. The Board shall provide group coverage for disability insurance for Administrators as provided in the contract for classroom teachers.

Accidental Death. The School District shall pay the full cost of an insurance policy covering the accidental death of the Administrator while in the employ of the District, in the face amount of \$100,000 payable to a beneficiary designated by the Administrator.

Health Plan for Retirees. If an Administrator retires, the District will pay one hundred percent (100%) of the individual health insurance premium and thirty-five percent (35%) of dependent coverage. When the retiree and/or dependent reaches age sixty-five (65), the District will reimburse the retiree and the depen-

dent for the cost of Medicare.

Health Insurance:

(a) The Board of Education shall provide 90% of the cost of the Miller Place School District's health insurance plan. Should the Board of Education seek to investigate alternate health plans, a committee shall be appointed for this purpose. The committee shall contain an equal number of administrators and central office administrators with the administrative members being selected by the Association.

If the committee approves an alternate health insurance plan, said plan shall be instituted as soon as practical. If the committee does not approve an alternate health insurance plan, the Board may implement a change in health insurance subject to the following conditions:

- (i) The Board shall provide sixty (60) days' notice to the Association of any proposed change. The Association shall have the opportunity to consult with the Board at least thirty (30) days prior to the implementation of the proposed change.
- (ii) The proposed plan shall be equal to or better than the health insurance plan currently in effect.
- (iii) Should the Association contend that the proposed plan is not equal to or better than the current plan, it shall have the right to proceed to expedited arbitration of this issue. Said expedited arbitration shall be concluded no later than ten (10) days prior to the proposed implementation date. No change in health insurance shall be effected until the arbitrator's award is received by the parties.

(b) Effective July 1, 1992, an administrator whose spouse is eligible to be covered by the Miller Place School District's Health Plan or the same plan into which the District may subsequently enroll, shall not be entitled to family health insurance coverage from the School District unless such coverage is required to comply with a court order or judgment predating July 1, 1992. With respect to administrators whose spouse is employed by the School District, such employees will have the option as to which spouse shall be covered by the District's Family Plan. Nevertheless, an administrator who thereafter becomes no longer covered by his/her spouse's said coverage, or who is about to retire from the District under the New York State Teachers' Retirement System, shall be entitled to reinstatement at the cost to the District to coverage under the District's Family Plan (if the administrator has dependents, or to the District Individual Plan, if no dependents).

An administrator who is not eligible for family health insurance pursuant to this provision of the contract, shall be entitled to individual coverage or \$1,000 annually, at the option of the administrator. The School District will also reimburse to the employee health insurance contributions required of his/her spouse to a maximum of fifteen percent (15%) of the premium (see Appendix A).

Terminal Leave. If the Administrator is employed by the School District during the year of his/her retirement or death, the Administrator shall be entitled to a terminal leave at full pay on the basis of one (1) terminal-leave day for each two (2) days of accumulated sick leave.

Retirement Incentive. Upon reaching the age at which an Administrator can first retire, the Administrator will receive a retirement incentive as follows only if he/she retires on June 30 of that year:

Seventy-five percent (75%) of unused sick leave up to a maximum of two hundred and twenty (220) days or ten thousand dollars (\$10,000) whichever is greater.

Thus an Administrator who has accumulated two hundred and twenty (220) or more days of sick leave will be paid for one hundred and sixty-five (165) days, which is three-fourths of a full year's salary.

This retirement incentive, if elected by the retiring Administrator, eliminates any eligibility for payment of Terminal Leave and replaces Terminal Leave entirely.

All Administrators are required to have completed ten (10) years of service as a teacher or Administrator in Miller Place School District to be eligible for the retirement incentive. To qualify for the retirement incentive, an Administrator must resign in writing no later than February 1, effective June 30.

SCHEDULE B**GRIEVANCE PROCEDURES****A. DEFINITIONS**

1. A grievance shall mean any dispute as to the interpretation or the application of the language contained in the collectively negotiated Agreement.
2. The term days shall mean calendar days.
3. An aggrieved person is the person making the claim.

B. PROCEDURE

Step 1 - Superintendent. An Administrator with a grievance shall first present the grievance to the Superintendent on an oral and informal basis.

If the grievance is not resolved within seven (7) days after discussion, the Administrator will submit same in writing to the Superintendent either directly or through a representative. If the Administrator submits the grievance through a representative, the Administrator must also be present during the discussion of the grievance at this and every other step. Within seven (7) days after the grievance is submitted, the Superintendent shall render a decision thereon.

Step 2 - Board. If the Administrator is not satisfied with the disposition of the grievance at Step 1, or if no decision has been rendered within seven (7) days after presentation of the written grievance, the aggrieved person may, within five (5) days thereafter, submit a copy of the written grievance together with the response received at Step 1 to the Board of Education. The Board shall transmit its written decision on the grievance within thirty (30) days after receipt of the grievance.

Step 3 - Arbitration. If the aggrieved person is not satisfied with the disposition of the grievance at Step 2, or if no decision has been rendered within thirty (30) days after the presentation of the grievance, the aggrieved party shall request the New York State Public Employment Relations Board to submit a panel of arbitrators. From this panel, the parties shall mutually agree upon a single arbitrator in accordance with the rules of PERB. In the event the parties are unable to select an arbitrator, then PERB shall be empowered to select an arbitrator and such selection shall be binding upon the parties. The determination by the arbitrator shall be an advisory determination to the Board of Education. The Board shall make the final determination which shall be binding upon the parties.

The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the parties.

1. A district employee is eligible to receive the Miller Place School District's Health Plan. A district employee is eligible for this plan provided by the District unless the spouse of such employee is eligible to be enrolled as a participant in a family plan maintained by a spouse and which is equal to the Miller Place School District Family Plan. Two district employees who are married to one another may choose (a) a family plan in the name of one of the parties or (b) two individual plans, one covering each party.
2. A district employee may enroll in an individual plan if the district employee is covered by a spouse's family plan which is equal to Miller Place's Family Plan, or be paid \$1,000 annually.
3. A district employee who is protected by a spouse's family plan which is at least equal to the Miller Place Family Plan is not eligible to enroll in a family plan offered by the district unless obligated to maintain a health insurance policy because of a court order, judgment, or separation agreement. Affected employees should deliver official documents to the personnel office in order that the district may determine eligibility for participation in the health insurance plan.
4. If a district employee's spouse is employed elsewhere and the spouse is eligible only for an individual plan, the district employee may enroll in an individual or family plan paid by Miller Place.
5. Beginning with the 1999-2000 school year, the administrators agree to pay ten percent (10%) of the cost of the district medical plan.

The intent of the contract's language relating to health insurance coverage is to eliminate duplication and redundant coverage. On the other hand, a district employee may enroll in a district-paid health insurance plan if a spouse employed by another agency is eligible solely to coverage limited to an individual plan. The latter does not cause redundancy in coverage for the Miller Place employee.

Tier II Administrators: Any administrator new to the Unit.

1. Terminal Leave is eliminated from the Tier II administrators' contract.
2. Split-dollar life insurance is replaced by a term policy of \$150,000.
3. Medical Contributions: All Tier II administrators will make payments for medical insurance equal to the Miller Place Administrators' Association or the Miller Place Teachers' Association--whichever is greater.