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Millbrook Central School District And
Millbrook Administrators Assn

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AGREEMENT BETWEEN

THE MILLBROOK BOARD OF EDUCATION

and

THE MILLBROOK ADMINISTRATORS ASSOCIATION

July 1, 1994 - June 30, 1998

REC.
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PREAMBLE

In order to effectuate the provisions of Chapter 392 of the Laws of 1967 (The Public Employees' Fair Employment Act or Taylor Law), to encourage and increase effective and harmonious working relationships between the Millbrook Central School District Board of Education (hereinafter referred to as the "Board") and its professional personnel represented by the Millbrook Administrators Association/S.A.A.N.Y.S. (hereinafter referred to as the "Association"), and to enable the professional personnel to participate more fully in and contribute to the development of policies for the School District so that the cause of public education may best be served in the Millbrook Central School District, this agreement is made effective on the first day of July 1994 by and between the chief executive officer (hereinafter the "Superintendent"), the Board and the Association.

RECOGNITION

A. This agreement governs the wages, salaries, hours, and terms and conditions of employment of all certified administrators in administrative positions hired by the District except the Superintendent and the Business Manager. The Board of Education of the Millbrook Central School District recognizes the Millbrook Administrators Association/S.A.A.N.Y.S. as the exclusive representative of the certified administrators in administrative positions in the Association for the purpose of negotiations regarding salary and conditions of employment, except for the Superintendent of Schools and the Business Manager.

B. Such recognition shall extend for the period allowed by the Taylor Law.

REQUIREMENT OF TAYLOR LAW

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.

SAVINGS CLAUSE

In the event any provision of this Agreement is or shall at any time be judged contrary to law in a Court of competent jurisdiction, said provision shall not bind either of the parties but the remainder of this Agreement shall remain in full force and effect as if the invalid provision had not been part of this Agreement.

MEMBERSHIP DUES AND DUES DEDUCTION

1. The Board shall pay the cost of membership in two (2) professional associations of the Administrator's choice except for membership in an employee organization as defined by the Taylor Law.

2. The Board shall deduct from the salary of each Administrator who so authorizes in writing on an agreed-upon form, dues for membership in any appropriate professional organization so designated by the Administrator, and shall promptly transmit the deductions to the School Administrators Association of New York State (S.A.A.N.Y.S.).

3. Deduction authorization shall continue in full force and effect until the Administrator notifies both the Board and the Association in writing of his/her desire to withdraw his/her authorization. This will take effect the second paycheck after being received by the Business Office.

EVALUATIONS

Each Association member shall receive an annual written evaluation from the member's immediate supervisor no later than August 31st. Before any evaluation is placed in an Association member's file, a conference shall be held between the member and the supervisor to discuss the evaluation.

WORKERS' COMPENSATION

Whenever an Association member shall be absent as a result of injury or disability arising out of and in the course of duty for which the member is entitled to a salary payment under Workers' Compensation Insurance, the Association member shall be paid his/her regular salary so long as the member has unused sick leave days. At the member's option, the District shall be entitled to receive Workers' Compensation advance salary reimbursement payments, whereupon sick leave days shall be reinstated on a pro-rated basis by using the relationship between the value of the per diem reimbursement and the cost of a day's sick leave. Following the exhaustion of personal sick leave days, the unit member shall be entitled to receive directly from Workers' Compensation any salary payments due him/her.

WORK YEAR

1. Work Year. All positions in the Association shall be twelve-month positions, except for the Dean of Students which shall be a ten-month position.

2. Vacations. All twelve-month Administrators shall be entitled to twenty-five (25) vacation days per year. The number of vacation days shall be prorated for ten-month employees. All vacation days are subject to the prior approval of the Superintendent, which approval shall not be unreasonably withheld nor revoked once granted.

Administrators may carry over five (5) unused vacation days each year to a maximum accumulation of fifteen (15) days; provided that five (5) of the 25 days attributable to the 1994-95 year may be carried forward until 8/15/97 in addition to said fifteen (15) days.

LEAVES

1. Sick Leave. Each twelve-month Administrator shall be entitled to eighteen (18) sick leave days per year with pay, cumulative to a maximum of 234 days, to be used only for illness. A prorated number of sick leave days shall be provided for ten-month Administrators. Up to five (5) sick days per year may be used for family illness.

2. Personal. Each member of the Association shall have five (5) personal leave days per year. Personal leave may be taken for personal matters including, but not limited to, religious observances. Except for emergencies, notice of personal leave shall be given reasonably in advance.

3. Bereavement Leave. Each Administrator shall be allowed four (4) days per year for death in the employee's immediate family; defined as spouse, child, sibling, parent, mother-in-law, father-in-law, grandparent or household member designated by the Administrator by the beginning of a semester. Additional bereavement leave may be granted to an Administrator at the discretion of the Superintendent.

4. Jury Duty. An Administrator shall be granted leave without loss of pay to perform jury duty. Such leave shall not be deducted from any other leave allowance. If an administrator is "on-call" and it is possible to travel to jury duty from work, she/he shall be required to report to work.

5. Military Leave. An Administrator shall be entitled to military leave in accordance with law.

SALARY

The current salaries for all 12 month administrators shall be increased by the following amounts:

1994-95	\$1,900
1995-96	\$1,900
1996-97	\$2,000
1997-98	\$2,000

The current salaries for all 10 month administrators shall be increased by the following amounts:

1994-95	\$1,600
1995-96	\$1,600
1996-97	\$1,600
1997-98	\$1,700

An equity adjustment shall be paid to the High School Principal effective 7/1/95 of \$2,250 each school year as an addition to his/her base salary.

Notwithstanding the above, the Alden Place Elementary Principal and the Dean of Students shall receive pay increases to their current salaries effective 7/1/95 in accordance with the above amounts, since their salary upon hire was set for the 1994-95 school year, not subject to negotiations.

INSURANCE BENEFITS

1. Health Insurance. The Board shall contribute 100% of individual insurance premium costs for unit members who participate in the DEHIC Alternative Plan. The Board shall contribute 95% of family insurance premium costs for unit members who participate in the DEHIC Alternative Plan. For those unit members who elect to participate in the C.H.P. or M.V.P. individual health insurance plans, the district shall pay up to the dollar amount the district pays for individual unit members enrolled in the DEHIC Alternative Plan, and for those unit members who elect to participate in the C.H.P. or M.V.P. family health insurance plans, the district shall pay up to the dollar amount the district pays for unit members in the DEHIC Alternative Plan for family health insurance and the unit member(s) shall pay any cost exceeding such amount.

The Board shall additionally implement a "Section 125" L.R.C. Premium Only Plan and establish a committee to make recommendations regarding the implementation of an expanded Section 125 L.R.C. Cafeteria Plan with health related features. Such recommendations shall be non-binding upon the parties.

2. Retiree Health Insurance. The Board shall contribute to health insurance premiums for retired administrators at the same rate paid active administrators.

3. Dual Health Insurance Restriction. As soon as is practicable, unit members whose spouses are also employed by the district shall be prohibited from enrolling in a second family coverage or an individual coverage under the district's health insurance plan if the spouse is enrolled for family coverage. Nothing shall preclude each spouse from enrolling for individual coverage under said health insurance plan. Where a dual coverage is given up due to the operation of this provision, an annual health insurance buy-out in the amount of \$1,500 shall be paid to the affected unit member.

4. Voluntary Health Insurance Buy-out. Each year, unit members who are otherwise health insured may opt out from coverage in the district's health insurance plan upon filing written notice of exercising this option, including proof of other health insurance, by June 1 of each year, effective July 1 of each year. The payment for opting out shall be \$900 for up to two (2) administrators exercising this option, and shall be \$1,200 for three (3) or more administrators exercising this option.

Unit members who opt out of the district's health insurance plan shall be obligated to annually inform the district, in writing, whether or not s/he will be opting out for the next following school year. In the event such notification is not made, the district shall not be obligated to carry such unit member as covered under the plan.

Re-entry shall be allowed at any time subject only to the rules governing the health insurance plan(s). Upon re-entry, the unit member shall reimburse the district on the basis of 1/12th of the payment made for each year of this Agreement, for each of those months remaining in the school year during which the district's insurance plan(s) will provide coverage.

The buy-out option payment shall be made in equal monthly installments to begin in the administrator's first paycheck in July of the applicable school year.

New hires may opt-out within thirty (30) days of hire for a pro-rated amount of the buy-out.

5. Dental Insurance. The district shall provide dental insurance to all unit members as is currently provided to other professional employees of the district.

6. Disability Insurance. Effective July 1, 1995, the district shall contribute the sum of \$500 per annum for each unit member for the purchase of a group disability insurance policy.

GRIEVANCE PROCEDURE

1. A grievance is a claim by any person or group of persons in this Association based upon any event or condition affecting the terms and conditions of their employment as contained in this contract.
2. All grievances shall be in writing and shall include the name and position of the aggrieved party, the identity of the provisions of this agreement involved in the said grievance, the time and the place where the alleged events or conditions constituting the grievance occurred, the identity of the party responsible for the causing of the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
3. No grievance shall be entertained unless signed by the individual or individuals aggrieved.
4. Except for informal decisions, all grievances shall be rendered in writing at each step of the grievance procedure and promptly transmitted to the grievant and the Association.
5. If a grievance affects a group of persons and appears to be associated with systemwide policies, it may be submitted by the Association directly to the Chief Executive Officer.

6. No interference, coercion, restraint, discrimination or reprisal of any kind at any time will be taken by the Board or by any member of the administration against the aggrieved party, any party in interest, any representative, or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.

7. No grievance will be entertained as described below and such grievance will be deemed waived unless the written grievance is forwarded at the first available stage within fifteen (15) school days after the aggrieved party knew or should have known the act or condition upon which the grievance is based.

If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.

Failure at any stage of the grievance procedure of the responsible school officer to communicate a decision to the aggrieved party, his representative and the Association, shall not bar the immediate processing of the grievance to the next step within the applicable time limits.

Failure of any party to participate in the duly scheduled hearing in any stage of this procedure shall not delay disposition of the grievance.

STEPS OF THE GRIEVANCE PROCEDURE

1. The aggrieved party shall discuss his/her grievance with the Superintendent in an attempt to adjust any matter in dispute prior to the filing of the written grievance. If the grievance is not resolved in this informal discussion, it shall be reduced to writing and presented to the Superintendent within five (5) school days after the date upon which the grievance arose.

Within five (5) school days after a written grievance is presented to the Superintendent, he/she shall render a written decision thereon and shall present it to the aggrieved and forward a copy to the Association. The grievant shall be afforded an opportunity to have an oral hearing with the Superintendent in the presence of an Association representative within this five day period. Failure of the grievant to avail himself/herself of this opportunity shall not act to delay the rendering of a decision.

2. If the aggrieved party is not satisfied with the written decision at the conclusion of Step One, s/he may within ten (10) school days after receipt of this written decision file an appeal with the Clerk of the Board. This appeal shall contain copies of the written grievance filed at Step One and the answers thereto. It shall also contain a statement from the aggrieved party of the reasons for the appeal. At the Association's option, if the grievant is not satisfied with the Step 1 decision, the Association may submit the grievance to advisory arbitration by written notice to the Board within fifteen (15) school days pursuant to American Arbitration Association rules. All costs of the arbitration shall be borne equally by the parties.

Within ten (10) school days after receipt of an appeal, the Board or a subcommittee thereof shall hold a hearing on the grievance. The hearing shall be conducted in executive session and shall not be open to any person not a party to the grievance.

Any grievant may have Association representation at this stage if s/he so desires.

Within ten (10) school day after the conclusion of the hearing, the Board or its subcommittee shall render a decision in writing on the grievance to the aggrieved party, the Superintendent of Schools and the Association, such decision shall be final and binding.

In the event of advisory arbitration, within ten (10) school days of receipt, the Board shall meet to consider the advisory award and render its written decision. Such decision shall be final and binding.

TRAVEL AND OTHER EXPENSES

Reasonable expenses incurred in connection with school or job related activities or meetings shall be reimbursable. Travel expenses shall be paid at the rate permitted by IRS regulations.

HOLIDAYS

Administrators shall be entitled to the following paid holidays that fall within their scheduled year of employment:

Independence Day	Christmas Eve Day
Labor Day	Christmas Day
Columbus Day	Day Before New Year's Day
Veteran's Day	New Year's Day
Thanksgiving Day	Martin Luther King's Birthday
Day After Thanksgiving Day	President's Day
Memorial Day	Good Friday

STAFFING

Any major changes in the pattern of the District administrative organization shall be discussed with due consideration in the Administrative Council prior to decision.

PROBATIONARY ADMINISTRATORS

Any probationary administrator who is dismissed shall be notified regarding the reasons for termination in accordance with New York Education Law. Such administrator shall be given an opportunity to present his/her case to the Board with the Superintendent present.

PERSONNEL FOLDER

The District shall maintain one personnel folder for each Association member.

Written complaints which are directed to the Superintendent or Board regarding any administrator shall be promptly called to the administrator's attention, and the administrator shall be afforded an opportunity to reply to the same. No derogatory complaint letter or report shall be placed in the administrator's file without the administrator's knowledge. The administrator shall be given a reasonable opportunity to discuss the matter with the complainants.

No material derogatory to an administrator's conduct, service, character, or personality will be placed in his personnel file unless the administrator has an opportunity to review the material. The administrator will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the expressed understanding that such signature in no way indicates agreement with the contents thereof. The administrator will also have the right to submit a written answer to such material, and his/her answer shall be reviewed by the Superintendent and attached to the file copy.

Administrators, individually or accompanied by an Association representative, will have the right, upon request, to review and make copies of the contents of their personnel files. No administrator shall be shown confidential recommendations received from sources outside the school system or within the school system at the time of appointment, promotion or contemplated promotion.

MISCELLANEOUS

1. Pursuant to the requirements of Section 207B of the Public Employees Fair Employment Act, the Association affirms that it does not assert the right to strike against any government or division thereof, to assist or participate in any strike or impose an obligation to conduct, assist, or participate in such a strike.
2. This contract shall supersede any rules, regulations or practices of the District which are contrary to or inconsistent with its terms.
3. Annual salary notices, including all specifics, shall be issued within three weeks of the ratification of this Agreement and by July 1 of each subsequent year.
4. Administrators will not be required to report to work with the approval of the Superintendent, which approval shall not be unreasonably withheld, on days when schools are closed due to inclement weather or when an Association member notifies the Superintendent of dangerous road conditions due to inclement weather.

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1994 and shall expire on June 30, 1998.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized respective representatives on this 20 day of June, 1995.

**MILLBROOK ADMINISTRATORS
ASSOCIATION**

MILLBROOK CENTRAL SCHOOL DISTRICT

By: *Susan Levy*
PRESIDENT

By: *Bar [unclear]*
SUPERINTENDENT OF SCHOOLS