



Cornell University  
ILR School

### **NYS PERB Contract Collection – Metadata Header**

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see  
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853  
607-254-5370 [ilrref@cornell.edu](mailto:ilrref@cornell.edu)

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

Title: **Miller Place Union Free School District and Miller Place Administrators Association (2013)**

Employer Name: **Miller Place Union Free School District**

Union: **Miller Place Administrators Association**

Local:

Effective Date: **07/01/2013**

Expiration Date: **06/30/2018**

PERB ID Number: **8501**

Unit Size:

Number of Pages: **9**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

**2013-2018 AGREEMENT**  
**-between-**  
**THE BOARD OF EDUCATION**  
**of the**  
**MILLER PLACE UNION FREE SCHOOL DISTRICT**  
**-and-**  
**THE MILLER PLACE ADMINISTRATORS' ASSOCIATION**

**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, assistant principals, 12 month dean of students, and 10 month District directors.

**II. TERM OF AGREEMENT**

This contract shall be in effect as of July 1, 2013 through June 30, 2018. Failing written notice by the Association between October 15, 2017 and January 15, 2018, 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 salaries to be paid to each administrator covered by this agreement are delineated on Schedule C attached.

Salary increases are as follows: .04% year 1, .06% year 2, .08% year 3, .09% year 4, and .04% year 5.

**Longevity**

Each unit member shall be entitled to longevity in addition to base salary in the amount of \$2,000.00 at the fourth (4<sup>th</sup>) year of continuous service in the District;

The aforementioned longevity payment shall be increased to \$4,000.00 at the eighth (8<sup>th</sup>) year of continuous service in the District;

The aforementioned longevity payment shall be increased to \$6,000.00 at the twelfth (12<sup>th</sup>) year of continuous service in the District;

The aforementioned longevity payment shall be increased to \$8,000.00 at the sixteenth (16<sup>th</sup>) year of continuous service in the District;

Administrators beginning their employment with the District between July 1 and December 31 will receive full credit for (1) year of service if they complete such first year as an administrator in the District. Administrators beginning their employment with the District between January 1 and June 30 will receive no credit for such service in that school year.

**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.

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.

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 contract the date below written:

Dated: 9/30/15

BY: Johanna Testa  
Johanna Testa  
President, Board of Education  
Miller Place UFSD

Dated: 9/22/15

BY: Dr. Marianne F. Higuera  
Marianne F. Higuera, Ed.D.  
Superintendent

Dated: 9/24/15

BY: Catherine Honeyman  
Catherine Honeyman  
President, Miller Place  
Administrators Association

**SCHEDULE A****BENEFITS AND LEAVE PROVISIONS**

**Sick Leave.** All 12 month administrators and 12 month dean of students shall be granted twelve (12) days of paid personal sick leave per year with unlimited accumulation. All 10 month District directors shall be entitled to ten (10) 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, dean of students, or District director 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.** All 12 month administrators, 12 month dean of students, and 10 month District directors 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.** All 12 month administrators and 12 month dean of students shall be entitled to five (5) paid personal business days per year. All 10 month District directors shall be entitled to four (4) 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.** All 12 month administrators and 12 month dean of students 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. Administrators will be paid during the year of accrual only, up to a maximum of ten (10) unused vacation days by June 30 of each year, at the administrator's per diem rate.

**Life Insurance.** Each member of the Unit shall be provided with \$150,000 term life insurance except for Karen Reichert who 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 full 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, provided the employee has completed at least ten (10) consecutive years of employment in the District. When the retiree and/or dependent reaches age sixty-five (65), the District will reimburse the retiree and the dependent for the cost of Medicare.

Health Insurance:

Effective July 1, 2013, the Board of Education shall pay 84% of premiums for the cost of the Miller Place School District's health insurance plan. Effective July 1, 2014, the Board of Education shall pay 83% of premiums for the cost of the Miller Place School District's health insurance plan. Effective July 1, 2015, the Board of Education shall pay 82% of premiums for the cost of the Miller Place School District's health insurance plan. Effective July 1, 2016, the Board of Education shall pay 81% of premiums for the cost of the Miller Place School District's health insurance plan. Effective July 1, 2017, the Board of Education shall pay 80% of premiums for the cost of the Miller Place School District's health insurance plan. The District and the Association agree to form a committee to explore additional health insurance carriers/plans, which may be used in addition to the New York State Health Insurance Plan (NYSHIP); and the parties agree to bargain in good faith regarding such a change in carriers.

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 declination of coverage and payment for same are subject to and contingent upon compliance with the eligibility and other requirements, provisions and contingencies contained in the New York State Health Insurance Plan ("NYSHIP") rules. The School District will also reimburse to the employee health insurance contributions required of his/her spouse in

accordance with the percentages delineated in Paragraph "5" of "Appendix A" as amended below.

(c) Administrators may choose to decline family or individual health insurance and be paid 30% of the eligible plan premium annually. The declination of coverage and payment for same are subject to and contingent upon compliance with the eligibility and other requirements, provisions and contingencies contained in the New York State Health Insurance Plan ("NYSHIP") rules, including but not limited to Policy Memo 122r3, attached. The District recognizes that there are actions and improper practice charges pending before the Court and PERB involving the aforementioned bulletin and other school districts. In the event the rule is ultimately declared to be in violation of rights of employees in these or other litigation, employees who elected not to participate in the District's health insurance plan shall be eligible for the benefit of this paragraph retroactive to the date established by the Court and PERB. In the event the rule set forth in Policy Memo 122r3 is ultimately upheld this provision shall be deemed amended so as to be consistent with said rule.

Dental Insurance: Effective July 1, 2005, the District will pay for individual or family dental insurance coverage, at the election of Administrators, providing coverages equivalent to those provided to the District's teachers.

Terminal Allowance: Upon termination from active District employment due to retirement as accepted and approved by the New York State Teachers' Retirement System, death from the District, the administrator shall be entitled to a terminal allowance at full pay on the basis of one (1) day for each two (2) days of accumulated sick leave provided the employee has completed at least ten (10) consecutive years of employment in the District immediately prior to retiring from the District.

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 with 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 with 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 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 selections 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.

**SCHEDULE C**

**SALARY SCHEDULE**

% Increase	0.40%	0.60%	0.80%	0.90%	0.40%	% Increase	0.40%	0.60%	0.80%	0.90%	0.40%
<b>MPHS Principal</b>						<b>NCRMS Principal</b>					
Level	2013-14	2014-15	2015-16	2016-17	2017-18	Level	2013-14	2014-15	2015-16	2016-17	2017-18
00	140,451	141,294	142,424	143,706	144,281	00	137,900	138,728	139,838	141,096	141,661
0	141,884	142,736	143,877	145,172	145,753	0	139,308	140,143	141,265	142,536	143,106
1	143,317	144,177	145,331	146,639	147,225	1	140,715	141,559	142,691	143,976	144,552
2	146,184	147,061	148,237	149,572	150,170	2	143,529	144,390	145,545	146,855	147,443
3	149,107	150,002	151,202	152,563	153,173	3	146,400	147,278	148,456	149,792	150,391
4	152,090	153,002	154,226	155,614	156,237	4	149,328	150,224	151,425	152,788	153,399
5	155,131	156,062	157,311	158,727	159,361	5	152,314	153,228	154,454	155,844	156,467
6	158,234	159,183	160,457	161,901	162,549	6	155,360	156,293	157,543	158,961	159,597
7	161,399	162,367	163,666	165,139	165,800	7	158,468	159,418	160,694	162,140	162,789
8	164,627	165,614	166,939	168,442	169,116	8	161,637	162,607	163,908	165,383	166,044
9	166,273	167,271	168,609	170,126	170,807	9	163,253	164,233	165,547	167,037	167,705
10	167,936	168,943	170,295	171,828	172,515	10	164,888	165,875	167,202	168,707	169,382
11	169,615	170,633	171,998	173,546	174,240	11	166,535	167,534	168,874	170,394	171,076
<b>LADSBS Principal</b>						<b>AMPS Principal</b>					
Level	2013-14	2014-15	2015-16	2016-17	2017-18	Level	2013-14	2014-15	2015-16	2016-17	2017-18
00	132,490	133,285	134,351	135,560	136,103	00	132,490	133,285	134,351	135,560	136,103
0	133,842	134,645	135,722	136,944	137,491	0	133,842	134,645	135,722	136,944	137,491
1	135,194	136,005	137,093	138,327	138,880	1	135,194	136,005	137,093	138,327	138,880
2	137,898	138,725	139,835	141,093	141,658	2	137,898	138,725	139,835	141,093	141,658
3	140,656	141,500	142,632	143,915	144,491	3	140,656	141,500	142,632	143,915	144,491
4	143,469	144,330	145,484	146,794	147,381	4	143,469	144,330	145,484	146,794	147,381
5	146,338	147,216	148,394	149,729	150,328	5	146,338	147,216	148,394	149,729	150,328
6	149,265	150,160	151,362	152,724	153,335	6	149,265	150,160	151,362	152,724	153,335
7	152,250	153,164	154,389	155,779	156,402	7	152,250	153,164	154,389	155,779	156,402
8	155,295	156,227	157,477	158,894	159,530	8	155,295	156,227	157,477	158,894	159,530
9	158,848	159,789	160,842	162,088	162,736	9	158,848	159,789	160,842	162,088	162,736
10	160,001	160,961	162,048	163,248	163,864	10	160,001	160,961	162,048	163,248	163,864
<b>Secondary Assistant Principals</b>						<b>12 Month - Full Time Dean of Students</b>					
Level	2013-14	2014-15	2015-16	2016-17	2017-18	Level	2013-14	2014-15	2015-16	2016-17	2017-18
00	117,970	118,678	119,627	120,704	121,187	00	109,393	110,049	110,930	111,928	112,376
0	119,174	119,889	120,848	121,936	122,423	0	110,509	111,172	112,062	113,070	113,523
1	120,378	121,100	122,069	123,167	123,660	1	111,626	112,295	113,194	114,212	114,669
2	122,785	123,522	124,510	125,631	126,133	2	113,858	114,541	115,458	116,497	116,963
3	125,241	125,992	127,000	128,143	128,656	3	116,135	116,832	117,767	118,827	119,302
4	127,746	128,512	129,540	130,706	131,229	4	118,458	119,169	120,122	121,203	121,688
5	130,301	131,083	132,131	133,320	133,854	5	120,827	121,552	122,524	123,627	124,122
6	132,907	133,704	134,774	135,987	136,531	6	123,244	123,983	124,975	126,100	126,604
7	135,565	136,378	137,469	138,706	139,261	7	125,708	126,463	127,474	128,622	129,136
8	138,276	139,106	140,219	141,481	142,047	8	128,223	128,992	130,024	131,194	131,719
9	139,659	140,497	141,621	142,895	143,467	9	129,505	130,282	131,324	132,506	133,036
10	141,056	141,902	143,037	144,324	144,902	10	130,800	131,585	132,637	133,831	134,366
11	142,466	143,321	144,467	145,768	146,351	11	132,108	132,901	133,964	135,169	135,710
<b>10 Month - Directors</b>						<b>12 Month - Directors</b>					
Level	2013-14	2014-15	2015-16	2016-17	2017-18	Level	2013-14	2014-15	2015-16	2016-17	2017-18
00	102,983	103,601	104,430	105,370	105,791	00	123,580	124,321	125,316	126,444	126,949
0	104,034	104,658	105,495	106,445	106,871	0	124,841	125,590	126,594	127,734	128,245
1	105,085	105,715	106,561	107,520	107,950	1	126,102	126,858	127,873	129,024	129,540
2	107,186	107,830	108,692	109,670	110,109	2	128,624	129,395	130,431	131,604	132,131
3	109,330	109,986	110,866	111,864	112,311	3	131,196	131,983	133,039	134,237	134,773
4	111,517	112,186	113,083	114,101	114,557	4	133,820	134,623	135,700	136,921	137,469
5	113,747	114,430	115,345	116,383	116,849	5	136,496	137,315	138,414	139,660	140,218
6	116,022	116,718	117,652	118,711	119,186	6	139,226	140,062	141,182	142,453	143,023
7	118,342	119,053	120,005	121,085	121,569	7	142,011	142,863	144,006	145,302	145,883
8	120,709	121,434	122,405	123,507	124,001	8	144,851	145,720	146,866	148,208	148,801
9	121,916	122,648	123,629	124,742	125,241	9	146,300	147,177	148,355	149,690	150,289
10	123,136	123,874	124,865	125,989	126,493	10	147,763	148,649	149,838	151,187	151,792
11	124,367	125,113	126,114	127,249	127,758	11	149,240	150,136	151,337	152,699	153,310



APPENDIX A

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.

The declination of coverage and payment for same are subject to and contingent upon compliance with the eligibility and other requirements, provisions and contingencies contained in the New York State Health Insurance Plan ("NYSHIP") rules, including but not limited to Policy Memo 122r3, attached. The District recognizes that there are actions and improper practice charges pending before the Court and PERB involving the aforementioned bulletin and other school districts. In the event the rule is ultimately declared to be in violation of rights of employees in these or other litigation, employees who elected not to participate in the District's health insurance plan shall be eligible for the benefit of this paragraph retroactive to the date established by the Court and PERB. In the event the rule set forth in Policy Memo 122r3 is ultimately upheld this provision shall be deemed amended so as to be consistent with said rule.

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 a separation agreement. Affected employees should deliver official document 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. "Effective July 1, 2013, Administrators shall pay sixteen (16%) percent of the cost of the District's medical plan. Effective July 1, 2014, Administrators shall pay seventeen (17%) percent of the cost of the District's medical plan. Effective July 1, 2015, Administrators shall pay eighteen (18%) percent of the cost of the District's medical plan. Effective July 1, 2016, Administrators shall pay nineteen (19%) percent of the cost of the District's medical plan. Effective July 1, 2017, Administrators shall pay twenty (20%) percent of the cost of the District's medical plan."
6. In the discretion of the Superintendent or his/her designee, members of the Administrator's unit may be required to participate in the District's direct deposit plan, and the unit hereby authorizes such direct deposit of their paychecks into such plan or account.
7. "Summer Work Week" as follows: "The Administrators' work week from July 1 through August 31 shall be four (4) days per week."

8. "Event Stipend" as follows: "An Administrator shall be entitled to an event stipend of one hundred dollars (\$100.00) for each Miller Place School District event he/she attends, for a maximum of up to twenty (20) events per year. In order for the event to be eligible for the aforesaid stipend, such event must take place after the end of the Administrator's normal work day or when school is not in session, must have a specific purpose and/or designation related to parents and/or students of the Miller Place School District, and must total at least two (2) hours in duration for each event. Attendance at meetings of or related to the Board of Education do not qualify as "events" for the purpose of this provision and the event stipend.

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.