

AGREEMENT
Between
THE NEW BRITAIN BOARD OF EDUCATION
And
NEW BRITIAN FEDERATION OF SCHOOL ADMINISTRATORS
LOCAL 51, AFSA, AFL-CIO

This Agreement is made and entered into by and between the Board of Education of the City of New Britain and New Britain Federation of School Administrators, Local 51, AFSA, AFL-CIO

ARTICLE I
DEFINITIONS

- “Board”** Board of Education of the City of New Britain.
- “Administrators' Union”** New Britain Federation of School Administrators, Local 51, AFSA, AFL-CIO
- “Superintendent”** Superintendent of Schools for the Board.
- “Member”** Any person employed by the New Britain Board of Education for whom the Administrators' Union is entitled to negotiate according to statutes of the State of Connecticut.
- “Immediate Family”** Spouse, mother, father, brother, sister, child or any domestic partner of the administrator (unless noted otherwise).
- “Course Credit”** Course credit shall mean credit for graduate courses, which are part of a program of higher learning (the individual administrator teacher need not be matriculated in said program), licensed by the Connecticut Department of Higher Education or in the case of out-of-state institutions, by Regional Accredited Agency or course credits approved in writing, in advance, by the Superintendent.

“Categories”

High School Principal
High School Vice Principal
High School Associate Principal
High School Supervisor of Special Services
Principal of HALS Academy, Gifted & Fine Arts
Middle School Principal
Middle School Assistant Principal
Elementary School Principal
Elementary School Assistant Principal
Elementary School Administrative Intern
Director of Curriculum, Instruction & Staff Development
Director of Pupil Services
District Coordinator of Adult Education & Social Studies
District Coordinator of Language Arts
District Coordinator of Health, Athletics, Physical Education & Safety
District Coordinator of Science, Technology & Applied Education
District Coordinator of Mathematics
District Coordinator of Special Education & Pupil Services
District Coordinator of Special Education & Speech Services
District Coordinator of Special Education, Psychological, Social Work & Guidance Services
District Coordinator of Testing & Program Evaluation
District Coordinator of Grants/Early Childhood
District Coordinator of Bilingual, ESOL & World Languages

**ARTICLE II
RECOGNITION**

2:1 The Board recognizes the New Britain Federation of School Administrators, Local 51, AFSA, AFL-CIO as the exclusive bargaining representative of all those employees in the Administrators’ bargaining unit as defined by Connecticut law for the purpose of collective bargaining.

**ARTICLE III
POSITION CATEGORIES**

3:1 In the event positions represented by the Union are to be established or discontinued by the Board during the term of this contract, or the duties and responsibilities of presently existing positions or categories altered or amended, the Union shall be apprised, in writing, of the contemplated establishment, discontinuance, or alteration of such a position or category.

- 3:2 When the duties or responsibilities of any position in the bargaining unit are decreased, increased, or otherwise altered by the Board, impact negotiations with the Union shall be held.
- 3:3 If an administrative position is eliminated by the Board, negotiations with the Union concerning the impact of such elimination of position on the salaries, terms and conditions of employment of other affected administrative positions shall be held.
- 3:4 The duties or responsibilities of any position in the administrator's bargaining unit shall not be reassigned out of the administrator's unit.
- 3:5 When a new bargaining unit administrative position is created by the Board, or a job description is changed, a job description will be prepared by the Superintendent, or designee, and the job will be placed ("slotted") in a salary group which requires similar or comparable duties and responsibilities and shall then be presented to the Union. If the Union believes that the position has not been placed in the proper salary group ("slotted") by the Superintendent or believes that a new salary group should be created, it may request a meeting with the Superintendent or his/her representatives to negotiate the placement ("slotting") of the job. If agreement is not reached between the Superintendent and the Union after twenty-five (25) days from the commencement of negotiations, the matter shall be submitted to the mediation/arbitration procedures as set forth in CGS 10-153f(e).

**ARTICLE IV
SALARIES**

- 4:1 The salaries of all persons covered by this Agreement are set forth in Appendix A which is attached hereto and made a part of this Agreement.
- 4:2 Full year increment credits shall be granted for members who complete 140 days of service during any school year.

**ARTICLE V
CONDITIONS OF EMPLOYMENT**

5:1 Administrative Year

For the purpose of establishing equitable rates of pay for all persons whose positions fall within the purview of the Administrators' Union, the Administrative Year for each category of personnel shall be 220 work days. Such work year shall not include any of the following:

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
Lincoln's Birthday	Thanksgiving Day
President's Day	Day after Thanksgiving
Good Friday	Last working day before Christmas
Memorial Day	Christmas Day
Independence Day	Next regular work day after Christmas
Labor Day	

The two hundred and twenty work days will include the two weeks immediately preceding the opening of school and the one week immediately following the closing of school.

5:2 Administrative Day

It is understood that each member shall carry out his/her professional responsibilities to the extent required by the educational program of the New Britain Board of Education.

The Board and the New Britain Federation of School Administrators recognize and agree that the administrator's responsibility to their students and teachers and to their profession at sometimes entails the performance of duties and the expenditure of time beyond the normal working day, and that the administrators are entitled to work schedules upon which they can ordinarily rely to the extent possible throughout the school system. Therefore, in accordance with above, the following guidelines are hereby set forth:

- a) When administrators must be present at after hours meetings, pre-planned presentations, participation, or discussions, a week's notice will be provided, where possible.
- b) When an emergency or unplanned attendance is required, twenty-four hours notice will be provided, where possible. In short notice situations, every consideration will be given to prior commitments of the administrator whose attendance is required.

- c) In the event that the administrator is requested to make an appearance at a Board meeting, the Superintendent will request that the agenda item concerning the administrator, be addressed as early as possible in the meeting.
- d) On days on which schools are officially declared closed due to inclement weather, it is expected that administrators will report to work unless, in their own good judgment, they find that, due to weather conditions, it would be impossible or unreasonable for them to do so.

5:3 **Consultations**

The Superintendent of Schools shall meet at least once a month, at the request of the Executive Board of the New Britain Federation of School Administrators, whose members shall be selected by the Administrators' Union, to discuss the operation of New Britain's public schools. Any matter which affects the operation of these schools shall be deemed a proper matter for discussion.

5:4 **Pay Credit**

Any member, or the designated beneficiary, or the estate in the absence of a beneficiary, shall receive, in the event of separation of employment or death, any pay withheld up to the date of such separation or death.

**ARTICLE VI
LEAVES OF ABSENCE**

6:1 **Paid Sick Leave**

- a) Each member shall be entitled to eighteen (18) days annually for the term of this contract.
- b) Each member of the administrative unit shall be entitled to accumulate two hundred twenty (220) days of sick leave. Accumulated sick leave shall be compiled at the end of the administrative year or upon separation, whichever comes first.
- c) Each member with five (5) or more years of continued service as an administrator with the New Britain Board of Education shall be paid upon retirement under the State Teachers Retirement Board or death for unused accumulated sick leave at the rate of 2% per year of service for the first twenty (20) years of service and 1 and 1/2% per year of service beyond twenty years; maximum payment shall be 65% of accumulated sick leave. Payment shall be included in the member's final paycheck or any other reasonable option mutually agreeable to the Board and the Union at a rate of compensation equal to the highest per diem salary rate of the member during any year of service to the system. Bargaining unit members hired on or after July 1, 2008 will not be eligible for this benefit.

- d) A sick leave bank is hereby established, for use in cases of extreme hardship. A member must contribute two days of sick leave to the bank in order to become a participant in the sick leave bank, such day or days to be deducted from the contributing member's accumulated sick leave. A committee, consisting of two members selected by the Union and two members selected by the Superintendent or his/her designee, shall develop procedures for application and granting of sick leave from the bank. Granting of extra sick leave days shall be by majority vote of committee members. The maximum number of days which may be jointly contributed to the bank shall be two hundred (200).

6:2 **Maternity, Paternity, Adoption And Foster Care Leave**

Employees shall be entitled to maternity, adoption and foster care leave pursuant to the Family and Medical Leave Act of 1993, as set forth in the Board's Family and Medical Leave Policy, and the following additional procedures. All such leave will be counted against the employee's annual 12-week entitlement, if any, under the Family and Medical Act:

a) Child-Bearing Leave:

- (i) An employee shall be entitled to use accrued paid sick leave during such time before the birth of the child for pre-natal care as necessitated by the employee's physician.
- (ii) The period of child-bearing leave shall be the length of time during which the employee's physician certifies that the employee is incapacitated from working. The employee shall provide a letter from her physician stating when the period of incapacity commences and when the period of incapacity is anticipated to cease.

b) Adoption and Foster Care Leave

An employee shall be entitled to use accrued paid personal leave as necessary for the purpose of effectuating the adoption or foster care of a child and will be granted up to an additional three (3) days under Superintendent's discretion when necessary to effectuate such adoption or foster care. An employee shall be entitled to an unpaid leave of absence immediately following the adoption of a child or the placement of the child in the foster care of the employee in accordance with the Family and Medical Leave Act and will be entitled to additional unpaid leave for child-rearing as specified in (c)(ii) below.

c) Child-Rearing Leave:

- (i) An employee shall be entitled to an unpaid leave of absence for child-rearing purposes immediately following expiration of child bearing leave.
- (ii) The child-rearing leave may continue for any or all of the first twelve weeks after the birth or adoption of the child (or placement of the child in the foster care of the employee) or for the balance of the school year during which the child was born. The employee may choose to continue the child-rearing leave into the next fiscal year. The employee may choose to continue the child-rearing leave for any or all of the first twelve weeks of the next school year in accordance with the FMLA (i.e., up until the time the baby's first birthday) or may remain on such leave for the entire next school year.
- (iii) Such employee must notify the Superintendent in writing on or before June 1 if she will return to work at the beginning of the next school year or continue the child-rearing leave into the next school year, along with the date upon which the employee plans to return to work.

6:3 **Uniformed Services**

Uniformed Services leave shall be granted pursuant to federal law. Up to two weeks of such leave will be paid.

6:4 **Leave of Absence for Physical or Mental Illness**

Extended paid or unpaid leave may be granted to members who have a serious health condition upon recommendation of the Superintendent and approval of the Board. Such leave will be counted against the member's entitlement, if any, under the Family and Medical Leave Act.

6:5 **Paid Family and Medical Leave**

Members shall be granted time off, up to ten (10) working days, chargeable to sick leave, provided a medical certificate is furnished to the Superintendent. Such leave that qualifies will be counted against the employee's entitlement, if any, under FMLA. Additional time chargeable to sick leave may be granted at the discretion of the Superintendent. Members who have exhausted their sick leave shall be granted time off for illness of members of the immediate family at the discretion of the Superintendent. Immediate family for purposes of this Section will include spouse, child, stepchild, foster child, parent, domestic partner. Members may be granted time off for serious illness of other family members (e.g., siblings) at the sole discretion of the Superintendent, which decision shall not be grievable.

6:6 **Sabbatical Leave**

- a) The underlying philosophy of the sabbatical leave is to increase the quality of education by giving the member an opportunity to improve or refresh professional skills and to gain enriching and broadening by professional study, research, or travel. A Sabbatical Leave is a privilege granted by the Board and, as such, the major concern must be the benefits which will be received by the pupils and the community through the individual's personal growth. Sabbatical leave may be granted to those members meeting the following conditions:
- b) Applicant members must have completed seven (7) years of service in New Britain, the last five (5) of which shall have been consecutive.
- c) Such leave shall be granted for one (1) year or one-half (½) year.
- d) Members on sabbatical leave shall be paid three-quarters (¾) of their annual salaries; but in no event shall the total earnings of such members exceed their earnings for the previous year. Each such member shall, prior to sabbatical, sign a note for the amount of such sabbatical pay. Said note shall provide that the amount shall be forgiven in whole in the event the member shall complete two (2) years service after return from the sabbatical, or shall die.

6:7 **Bereavement Leave**

- a) In case of death in the member's immediate family the member shall be entitled to a maximum of five (5) consecutive work days leave. Immediate family for purposes of this Section shall include spouse, child, stepchild, foster child, parent, grandchild, sibling, or domestic partner.
- b) In case of death of the teacher's grandparent, parent of spouse, aunt, uncle, cousin, niece or nephew, the teacher shall be entitled to a maximum of two (2) days' leave per occurrence.
- c) A member may be entitled to one (1) day for each funeral outside of the immediate family, subject to the approval of the Superintendent. Such leaves shall not exceed three (3) days per year.

6:8 **Professional Leave**

- a) Members may be granted, upon approval of the Superintendent, time to attend professional meetings and conferences as representatives of the School District.
- b) Time may be granted, upon approval of the Superintendent, to authorized representatives of professional organizations to conduct business which may lead to the improvement of education in the New Britain School System.

6:9 **Religious Holiday Leave**

Members may be entitled to time off for religious holidays, not to exceed three (3) paid days per year.

6:10 **Jury Duty Leave**

A member who is called to jury duty shall try to have this service deferred to a time that will not conflict with his/her obligations. If the member must serve, time must be granted. Salary received for this period shall be equal to the member's full salary. The amount received for such jury duty from the State shall be turned over to the School District.

6:11 **Personal Business Leave**

Members shall be permitted absences without loss of pay up to a total of not more than five (5) days in any school year for any or all of the listed reasons below. Personal business days must be taken for appropriate reasons, and are intended to be used for personal business that cannot be conducted outside of regular work hours.

- a) Weddings
- b) Graduations
- c) Personal Business
- d) Educational Events

6:12 **Superintendent's Discretion**

Nothing agreed to heretofore concerning absences precludes the Superintendent from granting additional paid or unpaid time off for circumstances covered or not specifically covered in this Agreement. All such requests for time off shall be brought to his/her attention through routine channels as speedily as possible. The Superintendent shall make a determination in the case of such requests for absence with regard to the number of days permitted, salary, etc. The granting or denial of additional days off with or without pay is at the sole discretion of the Superintendent and is not grievable under Article IX of this Agreement.

**ARTICLE VII
FRINGE BENEFITS**

7:1 **Health Insurance**

a) Plan Description

All members shall be eligible for the insurance programs listed below:

- (i) Blue Shield Century Preferred with Vision Care.
 - ❖ The co-pay for medical visits will be:
 - I. No co-pay for “well” visits; \$20 for “sick” visits.
 - II. The emergency room visit co-pay will be \$75 (waived if admitted).
 - III. The hospital co-pay for inpatient stays will be \$100 per admission.
The hospital co-pay for outpatient surgical procedures will be \$100 per outpatient admission.

- (ii) The co-pay for prescriptions will be:
 - I. \$5 for generic retail (34-day supply)
 - II. \$20 for preferred name brand formulary retail (34-day supply)
 - III. \$35 for non-preferred name brand non-formulary retail (34-day supply)

Covered members must obtain a prescription through mail order after the 3rd prescription and receive a 100-day supply at 2X the rates listed above.

[Amend Plan to eliminate D.A.W. and implement Step Therapy]

- (iii) Delta Dental. [Amend Plan to have deductibles on Class 2 of \$25/\$75; Class 2 Benefits reimbursed at 80%]

Beginning in 2008-09 school year, each administrator may select either the Board’s existing Anthem BC/BS Century Preferred health care plan or a Health Maintenance Organization (HMO) plan offered by the Board. Each employee will be offered the option of selecting either health care plan during an open enrollment period each April for implementation on July 1. The premium cost share for any employee who selects the HMO will be five percent (5%) less than the premium cost share for the Anthem BC/BS Century Preferred Plan.

b) Premium Cost Sharing

The term "Premium Cost" as used herein shall mean the premium rate that each carrier charges or would charge the Board to provide the benefits listed above for each level of coverage (i.e., individual, two-person, and family) whether or not the Board funds such benefits on a fully-insured basis or a self-insured basis. Upon a written request, the Board shall provide the Administrators' Union with a written statement of the premium rate that each carrier charges or would charge the Board to provide the benefits of the particular insurance program for each level of coverage. The premium cost-sharing amount for which the member is responsible shall be automatically deducted from the members' pay on a pro-rata monthly basis.

In the 2008-2009 contract year, each member shall pay fifteen percent (15%) of the annual premium cost for the insurance programs listed above for which he/she is eligible and which he/she selects. The Board shall pay the balance of the cost of such insurance programs.

In the 2009-2010 contract year, each member shall pay sixteen percent (16%) of the annual premium cost for the insurance programs listed above for which he/she is eligible and which he/she selects. The Board shall pay the balance of the cost of such insurance programs.

In the 2010-2011 contract year and thereafter, each member shall pay seventeen percent (17%) of the annual premium cost for the insurance programs listed above for which he/she is eligible and which he/she selects. The Board shall pay the balance of such insurance programs.

As an incentive for the 2008-11 contract, the premium cost share referenced above will remain ten percent (10%) for any employee who selects the HMO during the duration of this contract only.

c) Section 125 And Flexible Spending Accounts

In accordance with Internal Revenue Service Regulations, the Board agrees to maintain a Section 125 Plan under which a member may designate pre-tax dollars for certain medical costs such as premium cost sharing amounts, deductibles, co-insurance charges and certain medical care not covered under existing insurance programs. In addition, a member also may designate pre-tax dollars for a flexible spending account for unreimbursed medical expenses and for dependant child care expenses. A monthly administrative fee of \$4.00 will be charged for enrollment in one or more of the flexible spending account plans.

7:2 **Long Term Disability Insurance**

The Board shall provide an equal sum of money for each participant for the purpose of providing a long-term disability insurance policy. The policy purchased would be individually issued and individually owned. The Board shall reimburse the participant an amount equal to fifty percent (50%) of the participant's premium payment, with a maximum Board reimbursement of Seven Hundred Fifty Dollars (\$750) per fiscal year.

The Board's payment towards the premium cost of such long-term disability policy will be subject to a written request by the employee for such benefit along with documentation of the annual cost of such policy.

7:3 **Change of Insurance Carriers**

The Board reserves the right to change insurance carriers to those that will provide coverage that is substantially equal to or better than that which is in effect. Prior to implementing such substitute coverage and benefits, the Board shall give the Union at least thirty (30) days written notice. If the Union believes that such coverage is not substantially equal to or better than that which is currently in effect, the Union may file any objection to such effect with the Board. If the parties are unable to resolve the dispute within the next thirty (30) days from the filing of such objection, the parties shall submit the matter to the binding arbitration provision of Article IX.

7:4 **Life Insurance**

Two and one-half (2½) times the administrator's salary, rounded off to the nearest higher thousand dollars for Life Insurance covering the employee only. If permitted by the insurance carrier, individual members shall be entitled to purchase additional coverage in multiples of \$10,000. Such additional coverage shall be paid by the employee. The Board may change insurance carriers provided the same insurance coverage is maintained.

7:5 **Retiree Benefits**

a) **Life Insurance**

Upon retirement, a member may retain the above life insurance coverage by payment to the Board of the group rate premium.

Within the age limitations, health limitations and dollar amount limitation provided by the Board's group life insurance carrier, an administrator, at the time of retirement, in accordance with Connecticut General Statutes §et seq., may elect to purchase post employment life insurance coverage from the Board's life insurance carrier. Under no circumstances shall failure by the Board of Education's group life insurance carrier to provide or extend coverage under this Article cause the Board of Education to assume any insurance obligation.

b) Retiree Health Insurance

(i) Eligibility

- I. An administrator must be in active employment as a full time administrator in the New Britain Public Schools, and must have worked in the New Britain Public School System for eight (8) or more years of continued service as an administrator.
- II. An administrator is eligible for this plan when he/she is eligible to receive a normal retirement benefit pursuant to the Connecticut Teachers Retirement system (Connecticut General Statutes 10-183F).
- III. An administrator who wishes to take advantage of this benefit must submit a written application on a form prescribed by the Board to the Superintendent prior to the close of business on February 1 of the year in which the administrator plans to retire. This application includes a waiver and a letter of resignation.

(ii) Benefits

Once an administrator is deemed eligible to participate under this plan he/she will be eligible to participate in the current health insurance programs listed under Section 7.1(a) above. Administrators who apply for and meet the requirements for this benefit will pay 50% of the COBRA cost of the benefits outlined in Section 7:1(a) above and 50% of the cost will be paid for by the Board for a period of two (2) years after the effective date of the administrator's retirement. The administrator may cover his/her eligible dependents under this provision. The Board will pay 50% of the cost, up to a maximum of \$7,500 per year, for the cost of the administrator's benefits for three (3) additional years, but not past age 65.

- c) Upon the death of a retired administrator, his/her enrolled dependents may continue to receive the above-described medical insurance coverage in accordance with COBRA.

7:6 **Tuition Reimbursement**

The Board desires to encourage the professional improvement of its administrators. Therefore, when eligible members, as hereinafter described, successfully complete courses in fields of study for which they have received the prior approval of the Superintendent, the Board will reimburse such members one-half of the tuition of one course a semester and up to two courses during the summer, but not for more than twelve (12) credit hours per school year not to exceed \$5,000. The Superintendent may pre-approve, at his/her sole discretion, courses and/or programs of studies that he/she determines to be relevant to the member's assignment, and such decision shall not be grievable.

7:7 **Mileage**

Members shall be entitled to a mileage allowance based on the current IRS rate when using their private vehicles for school connected activities.

7:8 **Annuity**

The Board shall institute a plan for withholding contributions to a tax-sheltered annuity program from the pay of members who so elect. The Board will contribute an amount equal to one-half of one percent (1/2%), rounded to the nearest dollar, as pre-tax dollars, to each member's annuity program.

7:9 **Longevity Payment:**

10 - 14 years	\$ 900
15 - 19 years	\$1,150
20 - 24 years	\$1,300
25 - 29 years	\$1,450
30 - 34 years	\$1,600
35 + years	\$1,750

7:10 A Copy of Connecticut General Statutes §§10-235 and 10-236a are attached hereto, for informational purposes only. These statutes concern statutory indemnification responsibilities of local boards of education in Connecticut.

7:11 **Personal Property Fund**

The Board shall allocate \$1,000 each year for the purpose of reimbursing administrators for damage to personal property incurred while in the performance of duty. Such payment shall not duplicate those covered by the member's insurance.

All reimbursements for the foregoing will be held until the end of the fiscal year at which time reimbursement will be made in full if the amount allocated is sufficient for such purpose; otherwise, prorated reimbursement will be made according to the demands made on the fund.

**ARTICLE VIII
CONFORMITY TO LAW - SAVINGS CLAUSE**

8:1 In the event that any provision of this Agreement is, or shall at any time be, contrary to law, all other provisions of this Agreement shall remain in effect.

**ARTICLE IX
GRIEVANCES**

9:1 **Informal Disposition of Problems**

The parties recognize that the informal disposition of problems is often preferable to formalized proceedings. Therefore, administrators are encouraged to seek the assistance of the Executive Board of the Administrators' Union in order to achieve informal disposition of problems.

9:2 **Definition**

- a) A grievance shall mean a complaint by an employee that:
 - (i) the member has been treated unfairly or inequitably,
 - (ii) there has been a violation, misinterpretation, misapplication or infringement upon the provisions of this Agreement, established policy, or written practice.

- b) As used in this Article, the term "employee" shall mean:
 - (i) an individual employee,
 - (ii) a group of employees having the same grievance,
 - (iii) the Administrators' Union.

9:3 **Procedure**

- a) Any employee who decides either alone or after seeking the assistance of the Executive Board of the Union that such employee has a grievance shall discuss it with the administrator taking the action which is the subject of the grievance in an attempt to resolve the matter informally at that level.
- b) If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within seven (7) calendar days of the discussion, such employee shall set forth the grievance in writing to the Superintendent, specifying:
 - (i) The nature of the grievance;
 - (ii) The results of previous discussions;
 - (iii) That such employee is dissatisfied with decisions previously rendered;
 - (iv) The remedy requested; and
 - (v) Reference to that provision of the contract which the employee claims has been misinterpreted or misapplied.

The Superintendent shall give his/her decision to the grievant in writing within seven (7) calendar days of receipt of the written grievance.

- c) If the grievance is not resolved to the employee's satisfaction, the employee may appeal to the Board of Education within ten (10) calendar days of receipt of the Superintendent's decision. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board. The Board, or a committee thereof, composed of not less than five (5) members, shall hold a hearing with the employee within twenty (20) calendar days of receipt of the written grievance and render a decision in writing within ten (10) calendar days of the hearing.
- d) In the event a grievance shall not have been settled under the procedure above, and if such grievance involves a claim of violation, misinterpretation, misapplication or infringement upon the provisions of this Agreement, the aggrieved, subject to the approval of the Union, may proceed directly to arbitration, which shall be binding subject to the limitations of statute.
- e) The Union shall initiate arbitration by certified letter addressed to the Superintendent of Schools and bearing the written approval to proceed of the President of the Administrators' Union. Such letter shall be mailed within twenty (20) calendar days of receipt of the written decision of the Board.
- f) The grievant, or the person designated by the grievant to represent the grievant in the grievance and the Superintendent, or the person designated by the Board to represent it in the grievance shall promptly attempt to agree upon and engage an arbitrator, but if either party determines that no purpose will be served by attempting or continuing to attempt to so agree, either may submit the choice of arbitrator to the American Arbitration Association. In either event the conduct of the arbitration shall be under the rules of the American Arbitration Association.

- g) The arbitrator shall hear and decide only one grievance in each case. The arbitrator shall be bound by and must comply with all the terms of Agreement. The arbitrator shall have no power to add to, delete from or modify in any way any of provisions of this Agreement. The decision of the arbitrator shall be binding upon both parties and all employees during the life of this Agreement, except that such shall not usurp the functions or powers of the Board of Education as provided by statute. Fees and expenses of the arbitration shall be borne equally by both parties.
- h) Any complaint or grievance not presented for disposition through the grievance procedure set forth above within twenty-eight (28) calendar days of the occurrence of the facts or condition giving rise thereto, or within twenty-eight (28) calendar days of the grievant's knowledge of their occurrence, whichever comes later, shall not thereafter be treated or processed as a grievance under this Agreement.

9:4 **General Provisions**

- a) Any grievance not processed in accordance with the time limits specified herein shall be deemed relinquished by the grievant.
- b) Administration failure at any step of this procedure to communicate a decision within the specified time limits shall be considered a denial of the grievance and permit the grievant to proceed promptly to the next step. The time limits specified at any step may be extended in any particular instance by agreement between the Superintendent or his/her designee and the grievant.
- c) Copies of all written grievances, responses and notices shall be delivered to the Administrators' Union. Meetings held under this procedure shall be conducted at a place which will afford a fair and reasonable opportunity for all proper persons to be present. Such persons are defined as the aggrieved, the appropriate representatives and witnesses of the Board and the Administrators' Union. The Administrators' Union shall be entitled to represent the grievant at any stage, upon request of the grievant. The Administrators' Union shall have the right to appeal in its own behalf from the disposition of a grievance of any bargaining unit employee or group of such employees at any step of this procedure. Counsel of the Board and the Administrators' Union shall be permitted at Steps 9:3c and 9:3d. If, at the option of the Board, hearings are held during school hours, persons proper to be present shall be excused without loss of pay.
- d) Nothing in this Agreement shall be construed as compelling the Administrators' Union to submit a grievance to arbitration.
- e) No reprisals of any kind shall be taken by either party or by any member of the administration against any participants in the grievance procedure by reason of such participation.

**ARTICLE X
AGENCY SHOP**

- 10:1 All administrators eligible for membership in the Union shall, as a condition of employment or continuing employment, join the Union or pay to the Union a service fee, as determined by the Union. The Union shall annually determine the proper amount of the agency fee.
- 10:2 The Board agrees to deduct via payroll dues for all members of the bargaining unit, unless an individual member gives notice to the Director of Human Resources, in writing that he or she wishes to have deducted the service fee only. The proper deduction will be made each month from the employee's salary and forwarded to the Union.
- 10:3 The Union agrees to indemnify and save the Board and the City harmless against any and all claims, demands, costs, suits, or other forms of liability, including reasonable attorney's fees, which are incurred by or charged against the Board of Education in connection with any action taken by the Board of Education for the purpose of complying with this Article.

**ARTICLE XI
INVOLUNTARY REASSIGNMENT
LAYOFF AND RECALL**

- 11:1 When a position is eliminated, pursuant to a reorganization or for any other reason, the administrator within the category of that position with the least total years of administrative certificated service from the last date of hire in the schools of New Britain, shall be the only person in such category to be considered for displacement from the category. If displacement from the category occurs, such least senior administrator as aforesaid shall be offered a vacant administrative position for which he/she is certificated and within his/her category if one exists. If no such vacancy exists, but a vacancy exists in another administrative category such administrator will be appointed to that position provided that he/she is certificated and qualified for it and provided that the position is at the same or lower level as the position from which the administrator was displaced. Such appointment shall not be required if it would constitute a promotion for the administrator but may be made at the discretion of the Superintendent and the Board. The term "vacant position" shall include a position newly created pursuant to a reorganization or newly created for any other reason. In the event that more than one administrator in such category being reduced have equal years of certificated service in the schools of New Britain, the administrator with the least years of service in the administrators' bargaining unit shall be the person considered for displacement.

Such person shall then be placed upon a recall list for a period of two years, and shall be reassigned to the original category at such time as a vacancy occurs in such category.

11:2 If more than one person is on a recall list from the same category, the administrator with the most total years of certificated service, from the last date of hire, shall be recalled first.

If a vacancy occurs in another administrative category, persons on the recall list may apply for such position without loss of status on the recall list. If such person is the successful applicant and is appointed, that person shall retain his total seniority but shall be removed from the recall list.

11:3 If an administrator is relieved of his/her duties because of a reduction in staff or elimination of position and another administrative position is not otherwise available as aforesaid, he/she will be offered a teaching position for which he/she is certified, subject to, and consistent with the law and the contract between the Board of Education and New Britain Federation of Teachers, Local 871.

11:4 In the event an administrator is displaced to an administrative category with a salary schedule lower than that which the displaced administrator enjoyed in the year of displacement, such administrator's salary shall be the appropriate level and step for the new position on the salary schedule (Appendix A).

11:5 In the event an administrator is displaced to a teaching position with a salary lower than that which the displaced administrator enjoyed in the year of notification of their displacement, the administrator shall be paid their per diem rate as an administrator only for the days worked as a teacher for a period of up to two (2) years following displacement.

11:6 **Lay-Off**

In the event a member is laid off due to the elimination of a position(s) such layoff shall be governed by the following provisions:

- a) No member shall be laid off if any other position in such member's category is held by another member who has fewer years of service in the schools of New Britain from the last date of hire;
- b) The names of all members who have been laid off shall be placed on a recall list and shall remain on such list for a period of three years; provided such member notifies the Human Resources Office in writing of his or her desire to remain on such list between April 1 and May 30 in each subsequent year.
- c) Members on the recall list shall be re-employed to a position in his or her category at such time as a vacancy occurs.
- d) If more than one person is on the recall list from the same category, the member with the most total years of certificated service in the schools of New Britain, from the last date of hire, shall be re-employed first.

- e) If a vacancy occurs in another administrative category, persons on the recall list may apply for such a position without loss of status on the recall list. If one such member is a successful applicant, and is appointed, that member shall retain his total seniority but shall be removed from the recall list.
- f) Length of time served by a member shall include any periods during which the member was on authorized leave by the Board of Education.
- g) A member who fails to accept recall after layoff within thirty (30) calendar days after notice of an available position has been sent by registered mail to the President of Local 51 and the member's last known address or fails to give a reasonable excuse within thirty (30) days for not accepting the position shall be removed from the recall list.
- h) If a member is recalled to an equal or lower category he/she will be placed at the same step at which he/she left.
- i) A member shall receive no seniority credit while on recall list.

11:7 Involuntary reassignments shall be made on the basis of the best educational interest of the school system.

**ARTICLE XII
JUST CAUSE**

12:1 No administrator will be disciplined, reprimanded, suspended or demoted, without just cause.

**ARTICLE XIII
BOARD PREROGATIVE CLAUSE**

13:1 It is recognized that the Board has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operations of the public schools in the City of New Britain in all its aspects. Except as is otherwise specifically provided in this Agreement, as the same may be amended from time to time, it is recognized that the Board has and will continue to retain, whether exercises or not, the right, responsibility and prerogative to direct the operation of the public schools in the Town of New Britain including but not limited to the following: to maintain public elementary and secondary schools and such other education activities as in its judgment will best serve the interest of the Town of New Britain; to give the children of New Britain as nearly equal advantages as may be practicable; to decide the need and program for the summer school, if any; to determine the maintenance and operation of buildings, lands, apparatus and other property used for school purposes; to determine the number, age and qualifications of the pupils to be admitted into each

school; to employ, assign and transfer teachers, principals and assistant principals or other certified personnel; to suspend or dismiss the employees of the schools; to designate the schools which shall be attended by the various children within the town, to make such provisions as will enable each child of school age residing in the town to attend school for the period required by law and provide for the transportation of children wherever it is reasonable and desirable; to prescribe rules for management, studies, classification and discipline for the public schools; to decide the textbooks to be used; to make rules for the arrangement, use and safe-keeping of the school libraries and to approve plans for school buildings; to prepare and submit budgets and, in its sole discretion, expend monies appropriated by the town for the maintenance of the schools, and to make such transfer of funds within the appropriated budget as it shall deem desirable.

These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in a manner inconsistent with or in violation of any of the specific terms and provisions of this Agreement. No action taken by the Board with respect to such rights, responsibilities and prerogatives, other than as there are specified provisions hereto elsewhere contained, shall be subject to the grievance provisions of this agreement.

ARTICLE XIV IMPACT STATEMENT

- 14:1 If the total number of days or the individual work day, of any administrator is increased by the local or State Board of Education or by the legislature beyond that which existed in the 1986-87 school year, the administrator(s) affected shall be compensated at a per diem or hourly rate based on each administrator's individual salary. Alternatively, the Board may elect to negotiate with respect to such impact issues, in which case such negotiations shall be subject to the mediation/arbitration provisions of Connecticut General Statutes.

ARTICLE XV DURATION

- 15:1 This Agreement shall become effective July 1, 2008 and continue in full force and effect until June 30, 2011.

**ARTICLE XVI
PRIOR PRACTICES**

16:1 The parties acknowledge that practices may develop from time to time at one or more of the district's facilities. The practices in effect prior to July 1, 2008 shall not be binding on the parties unless they are expressly incorporated, in writing, herein.

Peter Kochol, President
Board of Education

Braulio Santiago, President
Local 51, AFSA, AFL-CIO

Date

Date

APPENDIX A-1
2008 – 2009
SALARY SCHEDULE
LOCAL 51 ADMINISTRATORS

	1	2	3	4	5
HIGH SCHOOL PRINCIPAL					
M + 30	123,419	124,043	124,675	125,303	125,925
PhD/M + 60	127,421	128,439	129,060	129,691	130,317
DIRECTOR					
M + 30	118,194	118,823	119,446	120,078	120,706
PhD/M + 60	122,585	123,215	123,838	124,470	125,094
PRINCIPAL HALS ACADEMY, GIFTED AND FINE ARTS					
M + 30	116,562	117,186	117,816	118,442	119,070
PhD/M + 60	120,954	121,577	122,207	122,835	123,460
MIDDLE SCHOOL PRINCIPAL					
M + 30	114,926	115,556	116,176	116,807	117,434
PhD/M + 60	119,314	119,946	120,571	121,200	121,825
ELEMENTARY SCHOOL PRINCIPAL DISTRICT COORDINATOR					
M + 30	113,921	114,547	115,176	115,802	116,429
PhD/M + 60	118,314	118,936	119,566	120,194	120,820
HIGH SCHOOL ASSOCIATE PRINCIPAL HIGH SCHOOL VICE-PRINCIPAL					
M + 30	112,416	113,046	113,672	114,302	114,927
PhD/M + 60	116,937	117,561	118,187	118,816	119,444
ASSISTANT PRINCIPAL ASSISTANT DISTRICT COORDINATOR HIGH SCHOOL SUPERVISOR OF SPECIAL SERVICES (220 days)					
M + 30	104,763	105,387	106,018	106,644	107,273
PhD/M + 60	109,154	109,781	110,406	111,033	111,663

All salaries are increased by 2.75% from 2007 – 2008.

APPENDIX A-2
2009 – 2010
SALARY SCHEDULE
LOCAL 51 ADMINISTRATORS

	1	2	3	4	5
HIGH SCHOOL PRINCIPAL					
M + 30	126,813	127,454	128,104	128,749	129,388
PhD/M + 60	130,925	131,971	132,609	133,258	133,901
DIRECTOR					
M + 30	121,444	122,091	122,731	123,380	124,025
PhD/M + 60	125,956	126,603	127,244	127,893	128,534
PRINCIPAL HALS ACADEMY, GIFTED AND FINE ARTS					
M + 30	119,767	120,409	121,056	121,699	122,344
PhD/M + 60	124,280	124,920	125,568	126,213	126,855
MIDDLE SCHOOL PRINCIPAL					
M + 30	118,086	118,734	119,371	120,019	120,663
PhD/M + 60	122,410	123,245	123,887	124,533	125,175
ELEMENTARY SCHOOL PRINCIPAL DISTRICT COORDINATOR					
M + 30	117,054	117,697	118,343	118,987	119,631
PhD/M + 60	121,568	122,207	122,854	123,499	124,143
HIGH SCHOOL ASSOCIATE PRINCIPAL HIGH SCHOOL VICE-PRINCIPAL					
M + 30	115,507	116,155	116,798	117,445	118,087
PhD/M + 60	120,153	120,794	121,437	122,083	122,729
ASSISTANT PRINCIPAL ASSISTANT DISTRICT COORDINATOR HIGH SCHOOL SUPERVISOR OF SPECIAL SERVICES (220 days)					
M + 30	107,644	108,285	108,933	109,577	110,223
PhD/M + 60	112,156	112,800	113,442	114,086	114,734

All salaries are increased by 2.75% from 2008 – 2009

**APPENDIX A-3
2010 – 2011
SALARY SCHEDULE
LOCAL 51 ADMINISTRATORS**

	1	2	3	4	5
HIGH SCHOOL PRINCIPAL					
M + 30	130,300	130,959	131,627	132,290	132,946
PhD/M + 60	134,525	135,600	136,256	136,923	137,583
DIRECTOR					
M + 30	124,784	125,449	126,106	126,773	127,436
PhD/M + 60	129,420	130,085	130,743	131,410	132,069
PRINCIPAL HALS ACADEMY, GIFTED AND FINE ARTS					
M + 30	123,061	123,720	124,385	125,046	125,708
PhD/M + 60	127,698	128,355	129,021	129,684	130,344
MIDDLE SCHOOL PRINCIPAL					
M + 30	121,333	121,999	122,654	123,320	123,981
PhD/M + 60	125,776	126,634	127,294	127,958	128,617
ELEMENTARY SCHOOL PRINCIPAL DISTRICT COORDINATOR					
M + 30	120,273	120,934	121,597	122,259	122,921
PhD/M + 60	124,911	125,568	126,232	126,895	127,557
HIGH SCHOOL ASSOCIATE PRINCIPAL HIGH SCHOOL VICE-PRINCIPAL					
M + 30	118,683	119,349	120,010	120,675	121,334
PhD/M + 60	123,457	124,116	124,777	125,440	126,104
ASSISTANT PRINCIPAL ASSISTANT DISTRICT COORDINATOR HIGH SCHOOL SUPERVISOR OF SPECIAL SERVICES (220 days)					
M + 30	110,604	111,263	111,929	112,590	113,254
PhD/M + 60	115,240	115,902	116,562	117,223	117,889

All salaries are increased by 2.75% from 2009 – 2010.