

AGREEMENT

between

THE NEW BRITAIN BOARD OF EDUCATION

and

**THE NEW BRITAIN SUPPORT SERVICES ADMINISTRATORS UNION
(NBSSA), AMERICAN FEDERATION OF SCHOOL ADMINISTRATORS**

JULY 1, 2016 – JUNE 30, 2019

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PREAMBLE

This Agreement is made and entered into by and between the Board of Education of the City of New Britain (referred to as the "Board) and the New Britain Support Services Administrators Union (referred to as the "NBSSA" or "Union").

ARTICLE I RECOGNITION

- 1:1 The Board recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining pursuant to the Municipal Employee Relations Act, Conn. Gen. Stat. 7-467, et seq., with respect to wages, hours and other conditions of employment for employees of the Board of Education serving in the position of Chief Facilities and Special Projects Officer.
- 1:2 It is agreed that the NBSSA shall waive its rights to representation and any claim of bargaining unit work for any NBSSA positions which become vacant upon the separation of any present NBSSA employee. As future NBSSA positions become vacant they will be deemed deleted under section 1:1 above. Section 1:1 is not subject to any future negotiations between the parties and will be included in any successor contract until the NBSSA ceases to exist.

ARTICLE II BOARD PREROGATIVES

- 2:1 It is recognized that the Board has and will continue to retain the right, responsibility and prerogative to direct the operations of the public schools in the City of New Britain in all respects, provided however, that the same rights, responsibilities and prerogatives shall not be exercised in a manner inconsistent with or in violation of any of the specific terms and provisions of the Agreement.

ARTICLE III PROFESSIONAL STATUS

- 3:1 It is recognized that the NBSSA is composed of members of the administration charged with interpreting and implementing Board policies at the department level and as members of the administrative staff, they have the interest of professionals in their work. Therefore, the parties shall meet upon the request of the other at a mutually convenient time and place to discuss matters concerning the bargaining unit or bargaining unit members. These meetings shall not exceed one a month unless by mutual agreement.

**ARTICLE IV
POSITION CATEGORIES**

4:1 Position categories shall be defined as:

Chief Facilities and Special Projects Officer

4:2 In the event the Board decides to modify the job description/job duties of or eliminate a bargaining unit position, the Board shall notify the Union in writing and solicit the Union's comments regarding any such modification or elimination. The parties agree to negotiate the impact, if any, of such modification or elimination and shall consider such member for placement in a vacant position within the school district for which the member is qualified without violating any other collective bargaining agreement and/or the law.

**ARTICLE V
SALARIES AND BENEFITS**

5:1 Salary

(a) The annual salary schedules are set forth in Appendix I.

(b) Salaries shall be paid in twenty-six (26) payments.

5:2 Fringe Benefits

Fringe benefits are set forth in Appendix II.

5:3 Mileage/Cell Phone Stipend

The Chief Facilities and Special Projects Officer will receive a \$200 per month stipend for work related expenses (i.e. travel allowance, cell phone reimbursement).

5:4 Personal Property Fund

The Board shall allocate \$1,000 each year for the purpose of reimbursing administrators for damage to personal property (vehicles only) 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 VI GRIEVANCE PROCEDURE

6:1 Definition

A grievance shall mean a complaint by an employee that his/her rights under the specific language of this Agreement have been violated or that as to him/her there is a misinterpretation or misapplication of the specific provisions of the Agreement. As used in this Article, the term "employee" shall mean either:

- (1) an individual employee;
- (2) a group of employees having the same grievance; or
- (3) the NBSSA

Grievances brought by the NBSSA shall be brought in the name of the aggrieved, or in the name of its president, where the complaint involves more than one member. The grievance shall remain as presented in writing at the first step of the procedure and the nature of the grievance shall not be changed during the grievance process.

6:2 Procedure

- (a) A bargaining unit employee and an NBSSA representative (if the employee desires a representative) shall first discuss the problem within ten (10) working days of the event with the school official or administrator against whom he/she is aggrieved. The school official or administrator will have ten (10) working days to respond. If the matter is not satisfactorily adjusted within ten (10) working days following the meeting, the Grievant shall submit it in writing to that same official or administrator on the next (11th) working day following the meeting. The administrator shall have five (5) working days to respond in writing.
- (b) Failing satisfactory settlement, the Grievant will have ten (10) working days from receipt of the administrator's written response to appeal to the Superintendent. The appeal shall be in writing and shall set forth specifically the act or conditions on which the grievance is based, the relevant contract provisions, the basis of appeal and the remedy requested.
- (c) The Superintendent and/or designee shall meet with the employee and an NBSSA representative within ten (10) working days of the receipt by him/her of such appeal and shall give his/her decision in writing to the employee and the NBSSA within ten (10) working days of such meeting.

6:3 Arbitration

- (a) In the event of a grievance involving the application or interpretation of the specific provisions of this Agreement has not been settled under the procedures above, the NBSSA may submit such grievance to the American Arbitration Association for arbitration, in accordance with its

administrative procedures, practices and rules. Whether or not previously indicated at earlier steps, the provision(s) of the Agreement which are involved shall be identified in the submission.

- (b) Notice of intention to submit to arbitration under subsection (a) above must be in writing addressed to the Superintendent of Schools, and submission to the American Arbitration Association must be made not later than ten (10) working days following the decision of the Superintendent or the expiration of the time limits for making such decision, whichever shall first occur.
- (c) The arbitrator shall hear and decide only one grievance in each case. He/she shall be bound by and must comply with all of the terms of this Agreement. He/she shall have no power to add to, delete from or modify in any way any of the provisions of this Agreement. The decision of the arbitrator shall be binding upon both parties and all employees during the life of this Agreement. Fees and expenses of the arbitrator shall be borne equally by the Board and the NBSSA.
- (d) No provisions of this Agreement which are stated as a matter of policy shall be subject to arbitration.

6:4 General Provisions

- (a) Any grievance as defined in 6:1 above, not presented for disposition through the grievance procedure under 6:2 within ten (10) working days of the occurrence of the conditions giving rise thereto shall not thereafter be considered a grievance under this Agreement. Failure at any step of this procedure to appeal a decision within the specified time limits shall be considered acceptance by the aggrieved of the decision rendered, and such decision shall thereafter be binding upon both the aggrieved and the NBSSA. The time limits specified at any step may be extended in a particular instance by agreement between the Superintendent and/or designee and the NBSSA.
- (b) No employee may file for arbitration except with the approval and participation of the NBSSA.
- (c) Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for the attendance by all necessary persons. When, at the discretion of the Board, such hearings are held during school hours, all members who must be present at the hearing shall be excused without loss of pay for that purpose.
- (d) The NBSSA shall have the right to initiate a grievance or appeal from the disposition of a grievance of an employee or group of employees at any step of this procedure.

**ARTICLE VII
WORK YEAR**

7:1 It is understood that each member shall carry out his/her responsibilities to the extent necessary in order to complete his/her work.

7:2 The recognized paid holidays shall be as follows:

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

No holiday pay shall be paid to an employee who is under suspension without pay.

7:3 Employees shall be entitled to vacation at the rate of two and one-quarter (2 ¼) days per month, up to a maximum of twenty-seven (27) days in a fiscal year. Such vacation time shall be exclusive of legal holidays and may be accumulated to a maximum of forty (40) days, payable upon death or cessation of services with the New Britain School District. Vacation shall not normally be allowed during the two weeks prior to the start of the school year or the week following the end of the school year unless the employee obtains the prior written approval of the Superintendent or designee.

**ARTICLE VIII
LEAVES OF ABSENCE**

8:1 Paid Sick Leave

Each member shall be entitled to eighteen (18) sick days with pay per year. Each employee shall be entitled to accumulate two hundred twenty (220) days of sick leave. Sick leave in excess of the amount accrued may be granted by the Superintendent, up to a limit of thirty (30) days with pay.

Each member with ten or more years of service with the New Britain Board of Education shall be paid upon retirement 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. The per diem rate to be used for payment under this paragraph shall be based on 260 days.

8:2 Religious Holiday Leave

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

8:3 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.

8:4 Paid Personal 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

A maximum of two (2) paid personal business days shall be granted each year. Unless there is a legitimate reason, personal business days shall not be granted on the last work day before a holiday or the first work day after a holiday, or to extend vacations.

8:5 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, parent, stepchild, foster child, grandchild, sibling or domestic partner.
- (b) In case of death of the member's grandparent, parent of spouse, aunt, uncle, cousin, niece or nephew, the member shall be entitled to a maximum of two (2) days' leave per occurrence.
- (c) A member maybe 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.

8:6 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.

8:7 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.

8:8 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 Leave Act:

(a) Child-Bearing Leave:

- (1) 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.
- (2) 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:

- (1) An employee shall be entitled to an unpaid leave of absence for child-rearing purposes immediately following expiration of child bearing leave.
- (2) 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.
- (3) 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.

8:9 Uniformed Services Leave

Uniformed Services leave shall be granted pursuant to federal law.

8:10 Professional Development Leave – Each member is encouraged to attend professional conferences and/or workshops related to their professional growth and development. Requests for leave for professional development will be submitted in writing to the Superintendent or designee for approval. At his/her discretion, the Superintendent may approve or disapprove the leave and, if approving it, may approve it with or without pay.

8:11 Unpaid Leave

Upon written request and with the approval of the Board, a leave of absence for a specific purpose and for a specific reason not exceeding one year may be granted to a member without pay and without loss of seniority.

8:12 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 VI of this Agreement.

**ARTICLE IX
TUITION REIMBURSEMENT**

9:1 The Board desires to encourage the professional improvement of its employees in areas directly related to their field or position. Therefore, when employees with at least three (3) years service in New Britain successfully complete course credits in fields of study for which they have received the prior approval of the Superintendent, the Board will reimburse such employees one-half of the tuition cost up to a maximum of nine (9) course credits per school year. The Superintendent shall pre-approve such courses as he/she determines to be relevant when they are part of an approved program of study in the member's field at an institution of higher education.

9:2 A course credit shall be defined as credit given for graduate courses, which are part of a program of higher learning (the individual need not be matriculated in said program), licensed by the Connecticut Department of Higher Education and offered by an institution of higher learning, accredited by the Connecticut Department of Higher Education, or, in the case of out-of-state institutions, by a Regional Accrediting Agency. Such course/credits must be approved in writing, in advance, by the Superintendent.

**ARTICLE X
JUST CAUSE**

10:1 No member shall be disciplined, reprimanded, suspended or demoted without just cause.

**ARTICLE XI
SAVINGS CLAUSE**

11:1 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 XII
MATTERS NOT COVERED**

12:1 This Agreement incorporates the entire understanding of the parties on all subjects included. During the term of the Agreement, neither party shall be required to renegotiate any such subject unless the parties mutually agree in writing to reopen the Agreement for negotiation on any such subject.

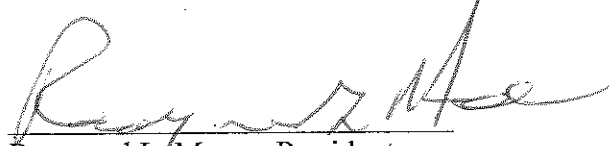
**ARTICLE XIII
PRIOR PRACTICES**

13.1 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.

**ARTICLE XIV
DURATION**

14.0 The duration of this contract will be from July 1, 2016 ending June 30, 2019.

Date: 6/23/2017



Raymond L. Moore, President
New Britain Support Services Administrators Union

Date: 6/24/2017



Nicholas Mercier, President
New Britain Board of Education

**APPENDIX I
SALARY SCHEDULE**

Chief Facilities and Special Projects Officer

2016-2017							
<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
\$116,195	\$118,518	\$120,889	\$123,307	\$124,541	\$125,785	\$127,043	\$128,314

2017-2018							
<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
\$118,518	\$120,888	\$123,307	\$125,773	\$127,032	\$128,300	\$129,584	\$130,880

2018-2019							
<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
\$120,888	\$123,307	\$125,773	\$128,288	\$129,573	\$130,866	\$132,176	\$133,498

APPENDIX II
FRINGE BENEFITS

MEDICAL/HEALTH INSURANCE

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

Health Insurance

Effective July 1, 2016, a High Deductible/Health Savings Plan (“HSA”) shall be the insurance plan for all employees. The deductible for the HSA Plan shall be \$2,000 for single coverage and \$4,000 for family coverage. The Board will fund fifty percent (50%) of the applicable HSA deductible amount for each full-time employee who elects coverage under the High Deductible/HSA.

The Board’s contribution toward the HSA deductible will be deposited into the HSA accounts as follows: one-fourth (1/4) of the applicable amount on July 1st of each year and the remaining three-fourths (3/4) on October 1st of each year. The parties acknowledge that the Board’s contribution toward the funding of the HSA Plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed teachers.

The co-pay for prescriptions drugs after the deductible will be as follows:

- \$10 for generic retail
- \$25 for brand formulary retail
- \$40 for brand non-formulary retail

Covered members must obtain a prescription through mail order after the third prescription and receive a 100-day supply at two times the rates listed above.

The Board and the employees shall pay the following percentages of the costs for coverage in the High Deductible/HSA plan:

	2016-2017	2017-2018	2018-2019
Board	83%	82%	81%
Employee	17%	18%	19%

All employees who are not eligible for the HSA shall be eligible for the insurance plan listed below:

Blue Shield Century Preferred with Vision Care and Prescription. The following plan changes will be implemented effective July 1, 2016:

- (a) The co-pay for medical visits will be as follows:
- (i) no co-pay for “well” visits; \$30 for primary care office visits; \$45 for specialists
 - (ii) The emergency room visit co-pay will be \$200 (waived if admitted).
 - (iii) The hospital co-pay for inpatient stays will be \$500/day to \$2,000 per co-pay. The hospital co-pay for outpatient surgical procedures will be \$500 per outpatient admission.
 - (iv) The urgent care co-pay will be \$75.
 - (v) The out-of-network deductibles will be \$1,000/\$2,000/\$2,000.
 - (vi) The out-of-network out-of-pocket maximums will be \$2,500/\$5,000/\$5,000.

[Amend Plan to reflect change to Cost of Care regarding Infertility; State Mandated Benefit]

- b) The co-pay for prescriptions currently provided will be as follows:

\$10 for generic retail (34-day supply)
\$30 for brand formulary retail (34-day supply)
\$45 for brand non-formulary retail (34-day supply) -

Covered members must obtain a prescription through mail order after the third prescription and receive a 100-day supply at two times the rates listed above.

PPO Premium cost sharing. Commencing in the 2016-17 plan year, each eligible employee participating in the Anthem BC/BS Century preferred insurance program shall pay twenty-two percent (22%) of the annual cost for the Anthem BC/BS Century Preferred insurance program listed above for which he/she is eligible and which he/she selects; effective in the 2017-18 plan year employees shall pay twenty-three percent (23%) of the annual premium cost for said coverage; effective in the 2018-19 plan year employees shall pay twenty-four percent (24%) of the annual premium cost for said coverage. The Board shall pay the balance of the cost of such insurance programs.

- c) Excise Tax. If the Board receives notice that the total cost of a group health plan or plans offered under this contract will trigger an excise tax under Internal Revenue Code Section 4980I, or any other local, state or federal statute or regulation, during the term of this contract, the Board and the Union will, upon the request of the Board, engage in mid-term negotiations regarding

the impact of such excise tax, in accordance with the Municipal Employees Relations Act (MERA).

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

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 un-reimbursed medical expenses and for dependent child care expenses. A monthly administrative fee will be charged for enrollment in one or more of the flexible spending account plans.

LIFE INSURANCE

~~Two and one-half (2.5) 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.~~

LONG TERM DISABILITY

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.

CHANGE OF INSURANCE CARRIER

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 NBSSA at least thirty (30) days written notice. If the NBSSA believes that such coverage is not substantially equal to or better than that which is currently in effect, the NBSSA 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 of the binding arbitration provision of Article VI.

LONGEVITY

10 - 14 years	\$800
15 - 19 years	\$1,025
20 - 24 years	\$1,150
25 - 29 years	\$1,225
30 plus years	\$1,325

RETIREEES INSURANCE

Administrators who apply for and meet the requirements for this benefit will pay 75% of the COBRA cost of the benefits outlined in Appendix II and 25% 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 from the district.

~~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.~~

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 percent (1%) rounded to the nearest dollar, as pre-tax dollars, to each member's annuity program beginning July 1, 2013. Beginning July 1, 2016 this amount will be increased to two percent (2%).