

PROFESSIONAL AGREEMENT

BETWEEN

PRESTON ADMINISTRATORS ASSOCIATION

AND

PRESTON BOARD OF EDUCATION

COLLECTIVE BARGAINING AGREEMENT

JULY 1, 2017 – JUNE 30, 2019

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ARTICLE I
RECOGNITION

The Board recognizes the Preston Administrators Association as the exclusive representative of all full-time and part-time certified administrative personnel who are employed by the Board in an administrative capacity, except the Superintendent of Schools, for the purpose of negotiations with respect to salaries and other conditions of employment pursuant to Connecticut General Statutes Section 10-153b.

ARTICLE II
MANAGEMENT RIGHTS

It is recognized by both the Board and the Association that the Board retains and shall continue to retain, whether exercised or not, the sole right, responsibility, and prerogative to direct the operation of the public schools in the District in all its aspects as required by all applicable statutes and regulations. Unless expressly and specifically limited, modified, abridged, or relinquished by a specific provision of this Agreement, and whether exercised or not, the rights, powers, and authority heretofore held by the Board of Education, pursuant to, general or special statute, regulation, or other lawful provision over the complete operation, practices, procedures, and regulations with respect to employees covered by this Agreement shall remain solely and exclusively in the Board, including, but not limited to, the following: to determine the standards of services to be offered by Board employees; to determine the standards of selection for Board employment; to direct its employees and to take disciplinary action against them; to relieve its employees from duty because of lack of work or for other legitimate reasons; to issue rules, policies and regulations, including those affecting working conditions; from time to time, to change those rules, policies and regulations and enforce them; to maintain the efficiency of governmental operations; to determine work schedules; to determine the methods, means and personnel by which the Board's operations are to be conducted; to determine the content of job classifications; to exercise complete control and discretion over its organization and technology of performing its work; and to fulfill all of its legal responsibilities. The exercise of the foregoing rights, power, and authority of the Board also is subject to state and federal laws, including but not limited to Sections 10-151, 10-153f(e), and 10-153e of the Connecticut General Statutes.

ARTICLE III
GRIEVANCE PROCEDURE

A. **Purpose**

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solution to problems that may arise affecting the welfare or working conditions of the Administrators. The parties agree that proceedings shall be kept confidential as is appropriate.

B. Definitions

1. "Grievance" shall mean a claim by an Administrator that there has been a violation, misinterpretation or misapplication of the provisions of this Agreement.

2. "Days" shall mean working days, except after school closes for the school year, and "days" shall then mean days, Monday through Friday, excepting holidays.

C. Time Limits

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. However, the time limits specified may be extended by written agreement of the parties in interest.

2. If an Administrator does not file a grievance in writing at level one of the formal procedure within ten (10) days after the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived.

3. Failure by the aggrieved Administrator at any level to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.

4. Failure by the Superintendent or the Board of Education to reply within the specified time limits shall permit the aggrieved to proceed immediately to the next step.

D. Procedure

1. Level One – Superintendent of Schools

(a) The Superintendent or his/her designee shall, within five (5) days after receipt of the grievance, meet with the aggrieved an Administrator and his/her representative for the purpose of resolving the grievance.

(b) The Superintendent or his/her designee shall, within five (5) days after the hearing, render his decision in writing to the Administrator, with a copy to the Association president.

3. Level Two - Board of Education

(a) If the an Administrator is not satisfied with the disposition of his/her grievance at Level One, he/she may, within five (5) days after the decision file the grievance with the Board of Education.

(b) The Board of Education or its designated committee shall, at its next regular Board meeting (or a date mutually agreed to by the Board and the Association),

meet with the Administrator and with his/her representative for the purpose of resolving the grievance.

(c) The Board or its designated committee shall, within five (5) days after such meeting, render its decision in writing to the Administrator.

4. **Level Three - Arbitration**

(a) Within five (5) days of the date of the Board's decision, the Association may submit the grievance to arbitration with the American Arbitration Association by so notifying the Board in writing.

(b) The arbitrator shall render his/her decision in writing to the parties in interest. The decision of the arbitration shall be binding.

(c) The arbitrator shall hear and decide 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 not have power to add to, delete from, or modify in any way any of the provisions of this Agreement.

ARTICLE IV
SALARIES

Section 1

The work year for all principals shall be two hundred and twenty-five (225) workdays.

The work year for the Part-Time Director of Special Education shall be no greater than one hundred twelve (112) days, however, such work year may be increased or decreased by agreement between the Association and the Superintendent of Schools.

Section 2

On or before June 1st, each Administrator shall be notified in writing by the Superintendent of Schools of the calendar of workdays for the following fiscal year (July 1st - June 30th).

Section 3

The work year and salary for newly created bargaining unit positions shall be determined by the Board.

Section 4

July 1, 2017 – June 30, 2018 July 1, 2018 – June 30, 2019

Director of Special Education (PT)*	\$54,554	\$55,918
Middle School Principal**	\$117,173	\$121,837
Elementary School Principal	\$118,953	\$121,837

*Based on a work year of one hundred twelve (112) days.

**The Middle School Principal’s salary includes a \$5,000.00 stipend for also acting in the capacity of Curriculum Director.

The Board may, at its discretion, pay: (a) current Administrators that are transferred (either voluntarily or involuntarily) to a higher paying bargaining unit position or successfully bid on a vacant bargaining unit position; and (b) new members of the Administrators’ bargaining unit anywhere between eighty-five percent (85%) and one hundred percent (100%) of the full salary of the maximum step for the position (with progression to one hundred percent (100%) of the full salary no later than four (4) years in equal percentage increases over such time period (i.e. 85%, 90%, 95% and 100%)).

A current full-time bargaining unit member who is involuntarily transferred to a bargaining unit position with a lower salary shall receive his/her then current salary for the remainder of the contract year. After such contract year, the current bargaining unit member who is involuntary transferred to a lower paying bargaining unit position shall receive one hundred percent (100%) of the full salary of the new position.

Section 5

All Administrators shall be paid on a bi-weekly basis via direct deposit.

ARTICLE V
INSURANCE AND BENEFITS

1. **Health Insurance:** The following insurance plan will be offered to Full-Time Administrators for the 2017-2018 and 2018-2019 contract years.
 - a. The Connecticut State Partnership Plan (as administered by United HealthCare) and the prescription drug plan offered through the Connecticut State Partnership Plan (as administered by CVS Caremark) with the benefits outlined in the attached (See Schedule A Labeled “Partnership 2.0 - benefit summary - Medical); provided, if the plan design changes during the period of time that the Board is a participating member, the new plan design will be adopted); and

- b. The dental insurance plan offered to the Association will be the Connecticut State Partnership Plan (as administered by Cigna – the Unlimited Maximum Plan), with the benefits outlined in the attached (See Schedule B Labeled “Partnership 2.0 – benefits summary – Dental).
2. Within eighteen (18) months of joining the plan, all employees and dependents must meet the minimum requirements of the Connecticut State Partnership’s Health Enhancement Program (“HEP”), as outlined in the attached (see Schedule C Labeled “Partnership 2.0 – benefit summary - HEP”).
3. As set forth in the Connecticut State Partnership Plan, employees who do not meet the minimum HEP requirements will be subject to deductibles of three hundred fifty dollars (\$350.00) for individual or one thousand four hundred dollars (\$1,400.00) for family coverage, as well as an additional one hundred dollars (\$100.00) in premium payments per calendar month.
4. The carrier network for the plan will be the Oxford Freedom network for providers in Connecticut, New York and New Jersey, and the United HealthCare Choice Plus network for carriers in all other states.

Eligible member of the Association will contribute toward the annual premiums in the following amounts:

Effective July 1, 2017 the Board shall pay 86% toward the premium. The employee shall pay the remaining 14%.

Effective July 1, 2018 the Board shall pay 85% toward the premium. The employee shall pay the remaining 15%.

Such premium share contributions shall be based on the cost of the plan and fees incurred by the Board related to joining and remaining in the Connecticut Partnership Plan.

In the event that the State imposes additional fees or increases the Board’s cost of the premium at the end of any contract year (including the rates in effect during 2016-2017), employees shall pay a percentage of such increase based upon the employee’s premium share contribution.

The Board shall adopt an Internal Revenue Code Section 125 pre-tax premium account for Administrators who wish to have health insurance contributions may be made from pre-tax dollars.

2. **Dental Insurance:** Dental Insurance is offered to Full-Time Administrators. Full-Time Administrators shall pay a premium share toward the cost of this plan equal to the percentage premium share contribution toward health insurance. Full-Time Administrators may add family members at their cost.

3. **Life Insurance:** A term life insurance policy shall be provided for Full-Time Administrators equal to one and one-half (1½) times the Full-Time Administrators annual base salary for the applicable contract year.

4. **Waiver:** Any Full-Time Administrator may waive all of the health insurance coverage provided by the Board as of July 1st of each year and receive twenty percent (20%) of the total cost of the core insurance plan offered by the Board for waiving individual coverage to a maximum of one thousand five hundred dollars (\$1,500.00), twenty percent (20%) of the total cost of the core insurance plan offered by the Board for waiving two person coverage to a maximum of two thousand dollars (\$2,000.00), or twenty percent (20%) of the total cost of the core insurance plan offered by the Board for waiving family coverage to a maximum of four thousand dollars (\$4,000.00) to be paid on or after November 1st of each year. Administrator wishing to waive insurance coverage shall deliver a signed, witnessed waiver to the Superintendent's office prior to August 1st of each school year.

Any Full-Time Administrator who has obtained a voluntary waiver of insurance coverage pursuant to this section may revoke this waiver at any time by serving a signed, witnessed written revocation to the Superintendent of Schools. Upon receipt of such voluntary revocation notice, the Superintendent of Schools will promptly notify the appropriate insurance carrier(s) of the reinstatement request and take steps to have the coverage(s) reinstated. Reinstatement of insurance coverage will follow all applicable State laws.

A Full-Time Administrator who request reinstatement will be required to repay the Board within thirty days the per diem rate of any funds received as outlined in E of this article.

5. **Long Term Disability Insurance:** A long-term disability insurance plan in accordance with the terms of the policy for eligible bargaining unit members (as set forth under the terms of the plan).

ARTICLE VI **LEAVES**

Sick Leave

Section 1

Each Full-Time Administrator shall be entitled to a maximum of sick leave with pay of fifteen (15) days in each contract year unless accumulated sick leave is applicable. Part-Time Administrators shall be entitled to a pro-rated number of sick days based on his/her work year. Unused sick leave shall be accumulated from year to year to a maximum of one hundred sixty (160) days.

Section 2

Administrators must immediately advise the Superintendent when he/she is absent when using a sick day.

Section 3

Administrators who are absent for three (3) or more consecutive work days must submit a note to the Superintendent of Schools on the day the administrator returns to work from the physician treating the employee for such illness that caused the absences from work.

A doctor's note from the physician treating the Administrator for the illness or injury that caused the absence from work may be requested if a review of the Administrator's record demonstrates an excessive use of sick leave and/or a pattern of absenteeism during the current contract year.

Section 4

Sick days must be taken in either one-half ($\frac{1}{2}$) or full day increments.

Personal Leave

Section 1

Full-Time Administrators shall receive five (5) days per contract year. Part-Time Administrators shall receive a pro-rated number of personal days based on his/her work year. Application for leave shall be made to the Superintendent at least forty-eight (48) hours before taking such leave (except in emergency situations). Approval will not be unreasonably denied.

Section 2

Personal leave is not cumulative.

Section 3

Personal days must be taken in either one-half ($\frac{1}{2}$) day or full day increments.

Holidays

In each contract year, Administrators shall receive paid holidays as part of their respective regular annual salaries that are provided to non-union employees that occur during the Administrator's work year.

Vacation Leave

In addition to recognized, paid holidays, all twelve (12) month (full-time) Administrators employed by the Board in a bargaining unit position covered by this Agreement as of the date of ratification of this Agreement will be entitled to twenty-five (25) days of paid vacation time in each contract year.

Full-time Administrators hired for a bargaining unit position covered by this Agreement after ratification of this Agreement shall be entitled to vacation days in accordance with the following (based on the full-time Administrators' anniversary date) in each contract year:

- First year to tenth year of service: 20 days
- Commencing with the full-time Administrators eleventh year of service: 25 days

In the event that an Administrator separates from employment with the Board during any contract year, he/she shall receive a pro-rata number of remaining credited unused vacation days for the period commencing on July 1st through his/her date of separation.

Funeral Leave

Each death of a family member (parent, child, husband or wife, brother or sister, parent-in-law): a maximum of five (5) days.

Each death of a grandparent, aunt, uncle, sister-in-law, brother-in-law or a person whose relationship to the administrator warrants such attendance: a maximum of one (1) day.

Professional Leave

Administrators shall be provided with professional leave for attendance at conferences, conventions, school visitations or other professional improvements at the discretion of the Superintendent.

Family and Medical Leave

Family and medical leave will be provided in accordance with applicable state and/or federal law. Any alleged violations of this section shall not be subject to the grievance and arbitration procedure set forth in Article III.

ARTICLE VII **MILEAGE REIMBURSEMENT**

Administrators shall receive the applicable IRS mileage reimbursement rate for attendance at conferences pre-approved by the Superintendent that are conducted outside of the School District.

ARTICLE VIII
MEMBERSHIP DUES

The Board will reimburse each Full-Time and Part-Time Administrator up to five hundred dollars (\$500.00) in each contract year for membership in the National Association of elementary School Principals (NAESP) or the National Association of Secondary School Principals (NASSP) subject to the pre-approval of the Superintendent.

ARTICLE IX
ADMINISTRATIVE ASSIGNMENTS

Section 1

Administrators initially employed by the Board shall receive their building assignments from the Superintendent's office.

Section 2

Administrators shall receive notification in writing of their programs for the ensuing school year four weeks prior to the close of the current school year, unless some unforeseen circumstances should arise.

Section 3

Administrators shall be notified in writing of any changes in their programs and schedules for the ensuing year.

Section 4

Each Administrator should be available for conferences with parents or guardians during school conference days and at mutually agreeable times.

ARTICLE X
ADMINISTRATIVE TRANSFER

Section 1

Involuntary transfers shall be in accordance with the following:

When involuntary transfers are necessary, such transfers shall be determined by the Superintendent of Schools.

Notice of an involuntary transfer shall be given to the Administrator as soon as practicable and under normal circumstances no later than April 1st.

An involuntary transfer shall be made only after a meeting, between the Administrator involved and the Superintendent, at which time the Administrator shall be notified of the reasons for the transfer. In the event that an Administrator objects to the transfer at this meeting, the Administrator will notify the T.S.A.A. and the Superintendent will meet with the T.S.A.A.'s representatives to discuss the transfer. Thereafter, a grievance may be filed by the impacted Administrator.

If a grievance is filed, it shall be initiated at the Board level, in accordance with the timelines for filing a grievance, as set forth in Article III. During the pendency of the grievance, the impacted Administrator shall work in the position assigned to him/her by the Superintendent.

Section 2

Voluntary transfers shall be in accordance with the following:

The voluntary transfer of Administrators shall be the responsibility of the Superintendent who will make reasonable effort to satisfy Administrator's requests as long as they do not conflict with the best interests of the school system and pupils.

Administrators who desire to transfer to another vacant bargaining unit position, shall file a written statement of such desire with the Superintendent provided, however, such vacancy shall be filled in accordance with Article XII.

ARTICLE XI **VACANCIES**

Section 1

Vacancies which are caused by death, retirement, discharge, resignation, or by the creation of a new position shall be filled pursuant to the following procedures:

- A. During the school year, the existence of vacant bargaining unit positions shall be adequately publicized by a notice in every school and externally as far in advance, as possible, of the date of filling such vacancy.

Said notice of vacancy of position shall clearly set for the qualifications for the position.

- B. Administrators who desire to apply for such vacant bargaining unit positions shall file their application in writing with the Superintendent.
- C. In the event that an existing bargaining unit member applies for a vacant position, as set forth herein, such applicant shall be provided with an opportunity to interview for the position.

- D. Such vacant bargaining unit positions shall be filled on the basis of qualification for the vacant position, as determined by the Superintendent of Schools.

ARTICLE XII **SEPARATION AND RECALL**

Section 1

All reduction in force decisions will be in accordance with state statutes. Decisions between tenured Administrators to be affected by a reduction in force will be made based upon an evaluation of performance, certification, and needs of the District. All other things being equal, the Board shall make reduction in force decisions based upon seniority.

Section 2

a. An Administrator so reduced and no longer employed in the District shall have his/her name placed on a reappointment list and remain on such list for one (1) year, provided such Administrator does not refuse a reappointment and provided such Administrator applies in writing by registered mail before September 1st of the next school year. Failure to file such application with the Superintendent as provided in this subsection shall automatically remove such Administrator's name from the reappointment list. Administrators on the reappointment list who qualify for vacancies shall be given prime consideration.

b. If an Administrator is bumped into a position with a salary scale lower than his/her current salary, the Board will maintain the higher salary through the end of such contract year. At the conclusion of this period, if the Administrator is not re-established into his/her original position, his/her salary will be at the maximum salary level of the new position. If the new position is a teaching position, he/she shall be paid subject to law and the terms of the teachers' collective bargaining agreement. Any additional compensation made to such Administrator while serving in a teaching position is to compensate for his/her loss of administrative status and pay and not additional salary.

ARTICLE XIII **SEVERABILITY**

In the event that any provision or portion of this Agreement is ultimately ruled invalid for any reason by an authority of established and competent legal jurisdiction, the balance and remainder of this Agreement shall remain in full force and effect.

ARTICLE XIV **TUITION REIMBURSEMENT**

The Board will provide each Full-Time Administrator up to one thousand dollars (\$1,000.00) per contract year for up to three (3) graduate level credits (or for other courses

the Superintendent deems as courses that enhance the Administrators abilities and knowledge as an administrator) pre-approved by the Superintendent, provided, in the event that the Superintendent denies a request for such reimbursement, the Superintendent's decision shall not be subject to the grievance and arbitration procedure set forth under Article III.

ARTICLE XV
DURATION

This Agreement made and entered into on the _____ of _____, 2017, by the Board and the Association. The Agreement becomes effective July 1, 2017 and extends through June 30, 2019.

IN WITNESS WHEREOF, on _____, the parties hereunto have caused these presents to be executed by their proper officer, hereunto duly authorized, and their seals affixed hereto as of the date and year first above written.

FOR THE PRESTON BOARD OF EDUCATION

FOR THE PRESTON ADMINISTRATORS ASSOCIATION

