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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE NORTHWESTERN ADMINISTRATORS' ASSOCIATION

AND

THE BOARD OF EDUCATION OF
REGIONAL SCHOOL DISTRICT NO. 7

July 1, 2017 through June 30, 2020

AGREEMENT made this 14th day of December, 2016, between the Board of Education of Regional School District No. 7 (the "Board") and the Northwestern Administrators' Association (the "Association").

ARTICLE I

RECOGNITION

The Board hereby recognizes the Northwestern Administrators' Association as the exclusive representative of those certified professional employees of the Board who are employed in the positions of either Principal, Housemasters or Director, and who are not excluded from the purview of §10-153a to §10-153g, inclusive, of the Connecticut General Statutes as amended.

ARTICLE II

SCOPE OF AGREEMENT

- A. This contract contains the full and complete agreement between the Board and the Association for its term.
- B. Neither party shall be required during the duration of this contract to negotiate on any issue, whether or not it is covered by this Agreement. However, this Agreement may be amended at any time by mutual consent of the Board and the Association. Any such amendment must be signed by both the Board and the Association, which amendment shall be appended hereto and made a part hereof.
- C. All rights, powers, authority and prerogatives of the Board shall continue to remain exclusively vested in the Board unless specifically limited by the express provision of this contract.

ARTICLE III

SICK LEAVE

Each administrator is entitled to sick leave with full pay up to eighteen (18) work days in each year of this contract. Unused sick leave shall be accumulated from year to year up to, but not in excess of two hundred twenty (220) work days. For an absence due to illness, substantiation by an attending physician may be required by the Superintendent.

ARTICLE IV

LEAVE: PERSONAL – PROFESSIONAL

- A. It is recognized that among members of the unit there will be infrequent need for relatively short absences to meet desirable professional objectives and personal requirements. Therefore, in addition to sick leave, leave without loss of pay may be made available to meet professional and personal needs. The maximum allotted leave, no portion of which is accruable, is as follows:
1. Up to a total of four (4) days per year may be allowed without loss of pay because of death in the immediate family. Immediate family is defined as the administrator's parents, children, siblings, spouse/partner, spouse's/partner's parent or any other person who immediately preceding death had been a member of the unit member's household. The Superintendent may grant permission for up to two (2) days' absence in the event of the death of a person not a member of the immediate family.
 2. With the advance approval by the Superintendent, a member of the unit may be permitted free time for attendance at recognized educational meetings such as workshops, seminars, conferences, conventions, visiting days, or other professional improvement sessions of special benefit to the school system. The Board shall reimburse members of the unit for reasonable expenses incurred as a result of attendance at such meetings. A written report may be required of any unit member by the Superintendent.
 3. A member of the unit may be granted two full days or four half days per school year of absence to attend to necessary personal business. Except in the case of an emergency, approval from the Superintendent will be sought twenty-four hours prior to the taking of such leave. Such leave shall not be scheduled the day before of the day after a holiday or vacation without approval of the Superintendent.
 4. A member of the unit shall be entitled to up to three (3) days per year for religious holidays when observance of such requires absence from school.
 5. A member of the unit may be allowed time off for sickness in the immediate family not to exceed a total of four (4) days per school year. Immediate family is defined as the administrator's parents, children, siblings, spouse/partner, spouse's/partner's parent or any other person who is a member of the unit member's household.
 6. Legal Leave – Administrators shall be granted a legal day of absence when subpoenaed by any political sub-division of the federal, state or local government.

ARTICLE V

LEAVE: PREGNANCY AND CHILDREARING

- A. The Board recognizes that unit members are entitled to reasonable leaves of absence for pregnancy related disabilities.
- B. Leaves of absence for childrearing purposes may be granted by the Board of Education upon recommendation by the Superintendent of Schools subject to the following conditions:
 - 1. Childrearing leave shall be limited to one year only provided, however, that in the discretion of the Superintendent of Schools, whenever a childrearing leave is granted in the middle of the school year, the one year limit may be extended to include the remainder of the following school year.
 - 2. Childrearing leave shall be not credited to a unit member for the purpose of determining position on the salary schedule.
 - 3. Upon return from a childrearing leave, the unit member shall be reinstated to the same or equivalent position.

ARTICLE VI

SABBATICAL LEAVE

- A. One the recommendation of the Superintendent, the Board may permit a member of the unit to take sabbatical leave for the purpose of self-improvement and benefit to the school, subject to the following:
 - 1. Sabbatical leaves may be combined with programs of study and research which are furnished by outside non-commercial agents such as universities and foundations.
 - 2. Only one unit member may be on leave at one time.
 - 3. The unit member shall have served a minimum of seven (7) consecutive years in the school system before becoming eligible.
 - 4. Applications for leave must be in the Superintendent's Office not later than the first school day of the preceding March.
 - 5. No salary will be paid by the school system, but the unit member will be credited with one step in the salary schedule on his/her return provided that the purpose for which the leave was granted has been fulfilled.

ARTICLE VII

VACATION TIME

A. Twenty-five (25) vacation days shall be afforded each member of the unit each school year. Only twenty (20) of the allotted twenty-five days may be used in the summer unless special approval is given by the Superintendent.

Administrators hired on or after July 1, 2013, shall be eligible to take vacation days during their first year of employment. The ability of such administrators hired on or after July 1, 2013 to take vacation days in their first year of employment will be in lieu of any payment for such days upon separation from employment.

B. Members of the unit shall use their best efforts to select vacation days at times which are convenient in terms of fulfilling their responsibilities. The details of scheduling vacation time shall be worked out with the Superintendent or his/her designee and the Superintendent shall use his/her best effort to schedule vacation on the days requested by the unit member.

ARTICLE VIII

FRINGE BENEFITS

A. The Board shall provide for each member of the unit the insurance benefits set forth below subject to a percentage of premium cost sharing. In each case where the name of a particular company or a specific plan has been used by the Board, the intent is to indicate a general type of insurance and not to establish a relationship with one particular company or with any specific plan. In each case, the Board is free to seek comparable insurance with other companies. The Northwestern Administrators' Association is willing to re-open this article of the contract. Any new hire after July 1, 2009 will be subject to a 22% premium cost share in the first year of the contract, 22% premium cost share in the second year and 22% premium cost share in the third year. Those unit members hired prior to this date will pay a 19% premium cost share in the first year, 19% premium cost share in the second year, and a 19% premium cost share in the third year.

1. Participate in HSA Plan (individual lifetime maximum of \$1,000,000 out of network, unlimited in network). The HSA Plan shall be subject to a \$2250 individual/\$4500 family deductible, co-insurance of 100% in network, 80%/20% out of network, in accordance with the general plan description.

Drugs: 100% coverage/no co-pay after exhaustion of deductible if in network, 20% coverage if out of network.

The Board shall fund 49% of the administrator's deductible (whether individual or family deductible). This payment to be made as follows: 50% shall be paid by the Board on July 1st, with the remainder paid through the pay periods over the next six months.

ARTICLE VIII

FRINGE BENEFITS (Continued...)

2. Flexible Dental Plan for each unit member and family members with \$50.00 individual and \$150 family deductible with 80/20 co-insurance up to \$1,000.00 per person.
3. Vision Care each unit member and family members.
4. Flexible Dental Plan with Orthodontics Rider (lifetime maximum of \$1,000.00 per member).
5. The Board shall provide Life Insurance equal to two and one-half times each member's salary. Additionally, administrators may purchase at their own expense twice the amount of life insurance as provided by the Board. A unit member may elect in lieu of life insurance an amount up to the amount of said life insurance provided by the Board for the sole purpose of purchasing long-term care insurance.
6. LTD: 60% of basic monthly earnings (subject to specified reductions) with \$5,000.00 maximum monthly benefit. 180 days elimination period. Addendum describing the compatibility of unused sick days and the LTD plan will be attached to the policy.

B. The Board shall maintain the insurance benefits set forth above, except disability insurance, for the individual unit member for a period of three years subsequent to his/her retirement date. Thereafter, the unit member may remain a participant in the Board's group insurance plan until eligible for Medicare at his/her expense. To be eligible, a unit member must have been employed as an administrator by the District for five consecutive years prior to retirement. Any new hire after July 1, 2009, will be eligible for one year of benefits. Those members hired prior to this date will be eligible for three years as stated above.

C. Retirement. Any member of the unit upon retirement who has been employed by the District for at least five years as an administrator may elect to retire under the following conditions:

1. Unit member must notify the Superintendent of Schools of the intention to retire on or before January 1 of the school year preceding retirement.
2. Retirement shall commence July 1 in any year. The District will provide health insurance coverage as set forth above (Article VIII.A. 1-5) for any unit member (with five consecutive years of employment as an administrator in the District prior to retirement) meeting the above conditions for a period not to exceed (see below) years beyond Section B. or until the unit member becomes eligible for Medicare or until death.

ARTICLE VIII

FRINGE BENEFITS (Continued...)

This coverage will be the difference between what the TRB pays and the actual District cost; however, in no school year will the District contribute more than \$3,500.00. Any new hire after July 1, 2009 will be eligible for five years of benefits and those hired prior to this date will be eligible for ten years of benefits.

3. Any unit member may, in lieu of receiving 100% of the above benefit, may, choose in the initial year of retirement, to receive 75% of the benefit each year and thereby entitle his/her spouse to receive 75% of the benefit after the member's death for as long as the unit member would have been entitled to receive benefits.

D. Earned Days -- Two (2) days per year may be earned by perfect attendance. One-half (1/2) day for each marking period of perfect attendance for a total of two (2) days. These days must be taken on non-student attendance days and they are not cumulative.

E. Tuition Reimbursement -- Prior to each school year, the Board will designate a total of \$8,000.00 to be made available for course reimbursement for all of the members of the unit. The District will reimburse members of the unit for the successful completion of graduate courses in a program that is approved by the Superintendent of Schools. If two or more administrators take classes at the same time, the money will be divided equally.

F. Administrators' non-resident children can attend school with the District, tuition free as a privilege. However, the Board of Education has the right to return any such non-resident student to the student's home district following an expulsion.

ARTICLE IX

SALARIES

A. The salaries for unit members covered by this Agreement for fiscal years July 1, 2017 through June 30, 2020 are as follows:

	<u>2017-2018</u>	<u>2018-2019</u>	<u>2019-2020</u>
High School Principal	\$ 143,866.	\$ 147,822.	\$ 150,778.
Elective tax sheltered annuity of:	<u>5,755.</u>	<u>5,913.</u>	<u>6,031.</u>
Total salary including elective tax sheltered annuity:	\$ 149,621.	\$ 153,735.	\$ 156,809.
Middle School Principal	\$ 133,153.	\$ 136,815.	\$ 139,551.
Elective tax sheltered annuity of:	<u>5,326.</u>	<u>5,473.</u>	<u>5,582.</u>
Total salary including elective tax sheltered annuity:	\$ 138,479.	\$ 142,288.	\$ 145,133.
High School Housemasters I & II	\$ 119,665.	\$ 122,956.	\$ 125,415.
Elective tax sheltered annuity of:	<u>4,787.</u>	<u>4,918.</u>	<u>5,017.</u>
Total salary including elective tax sheltered annuity:	\$ 124,452.	\$ 127,874.	\$ 130,432.

Newly hired administrators may be compensated at a value different than the existing schedule. However, equity in that position must be achieved within the existing salary schedule in five years.

ARTICLE IX

SALARIES (continued)

B. The total base salary compensation, noted in Section IX.A. above shall be subject to the State Teachers' Retirement Board contribution.

C. Section 125 Plan IRS – It is the intention of the Board of Education to establish under the IRS code a Section 125 Plan for all employees. The Board will set up, subject to IRS regulations governing the establishment and administration of such Section 125 Flexible Benefit Plan, a program to include the following benefits:

- Group Term Life
- Health Insurance including Co-pay premium, Deductibles, Co-Insurance
- Child Care
- Pre-paid Medical Expenses

Above subject to IRS limitations and regulations.

ARTICLE X

LONGEVITY

Longevity payments to members of the unit for service with the Board shall be granted on the following schedule:

<u>Years of Completed</u> <u>Administrative Service 2017-2020</u>	<u>Years of Initiation</u>	<u>Amount</u>
5 - 9 Years	6 - 10 Years	\$ 1,200.00
10 - 14 Years	11 - 15 Years	\$ 1,300.00
15 - 19 Years	16 - 20 Years	\$ 1,500.00
20 - 25 Years	21 - 25 Years	\$ 1,800.00

ARTICLE XI

DOCTORATE

Administrators who have earned a Doctorate shall receive \$1,300.00 over base salary beginning in the school year following receipt of the degree.

ARTICLE XII

GRIEVANCE PROCEDURE

A. Grievance Procedure

1. The purpose of the grievance procedure is to secure at the lowest possible administrative level, equitable solutions to problems which may arise affecting the welfare or working conditions of the individual members of the unit under the terms of the Agreement.

B. Definitions

1. "Grievance" shall mean a claim by a member of the unit that his/her rights under the specific language of this contract have been violated or that as to him/her, there has been a misinterpretation or misapplication of the provisions of this Agreement.
2. "Immediate Supervisor" shall mean any administrator to whom a unit member is directly responsible or who has responsibilities within the area of the grievance.
3. "Day" shall mean a working day.

C. Basic Principles

1. A unit member shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal, so long as he/she acts in good faith.
2. A unit member may be represented at Level 2 and 3 of the formal grievance procedure by a person of his/her own choosing. When a unit member at Levels 2 and 3 has selected someone other than the Association to represent him or selected no one to represent him, the Association shall have the right to representation at any hearing to observe and to state its view, unless the unit member objects to the representative's presence.
3. The contents, but not the outcome, of all grievance procedures and hearing shall be kept confidential, unless the unit member and the Board otherwise agree.
4. Documents, communications and records pertaining to any grievance shall be filed separately from the grievant's personnel file.
5. Forms for filing and processing grievances shall be prepared by the Superintendent. A written grievance shall contain the following information: (1) the name of the grievant, (2) the date on which the alleged violations, misapplication, or misinterpretation of this Agreement occurred, (3) the specific provision of this Agreement which is alleged to have been violated, (4) a specific description of the act in issue, and (5) the requested remedy.

ARTICLE XII

GRIEVANCE PROCEDURE (Continued...)

6. Once a written grievance is filed, no other matter may be raised other than that contained in the written grievance.
7. At the hearing prescribed for Levels 2 and 3, witnesses or written statements or documentary proof may be presented.

D. Time Limits

1. Grievances should be handled as rapidly as possible. The number of days allowed for each procedural step represents the maximum, provided, however, that these time limits may be extended by mutual agreement.
2. If a unit member does not file a formal written grievance within fifteen (15) days after he/she knew or should have known of the event or condition on which the grievance is based, the grievance shall be deemed to have been waived.
3. Failure by the unit member at any level to appeal a grievance to the next level within the allotted time shall be deemed acceptance of the decision rendered.

E. Informal Procedure

1. If a unit member feels that he/she has a grievance, he/she must first discuss the matter with the immediate supervisor in an effort to resolve the grievance informally. Unit members who report directly to the Superintendent should seek to resolve any grievance on an informal basis with the Superintendent and shall proceed directly to Level 2 if it becomes necessary to employ the formal procedure.

F. Formal Procedure

1. Level I – Immediate Supervisor. If the grievant is dissatisfied with the outcome of the informal procedures, he/she may file a written grievance to his immediate supervisor. The immediate supervisor shall within ten (10) days after receipts of the written grievance render his/her decision and the reason therefor in writing to the grievant and, if requested by the grievant, a copy shall be forwarded to the Association.

GRIEVANCE PROCEDURE (Continued...)

G. Formal Procedure (continued...)

2. Level 2 – Superintendent or his/her Designee. If the grievant is dissatisfied with the disposition of his/her grievance at Level I, he/she may within five (5) days after receipt of the decision or after the last day the decision should have been rendered, file the written grievance with the Superintendent of Schools. The Superintendent or his/her designee shall within fifteen (15) days after receipt of the written grievance meet with the aggrieved for the purpose of resolving the grievance. The Superintendent or his/her designee shall within ten (10) days after the completion of the hearing render his/her decision and the reasons therefor in writing to the grievant and, if requested by the grievant, a copy shall be forwarded to the Association.

3. Level 3 – Board of Education. If the grievant is dissatisfied with the disposition of his/her grievance at Level 2, he/she may within five (5) days after receipt of the decision or after the last day the decision should have been rendered, file the written grievance with the Board of Education through the Superintendent's Office. The Board of Education shall within twenty (20) days after receipt of the grievance meet with the grievant for the purpose of resolving the grievance. The Board shall within fifteen (15) days after completion of the hearing render its decision and the reasons therefore in writing to the grievant and, if requested by the grievant, a copy shall be forwarded to the Association. The Board's decision shall be final and binding.

ARTICLE XIII

REDUCTION/RESTRUCTURING OF ADMINISTRATIVE PERSONNEL

In the event it becomes necessary to reduce the number of administrators within the Northwestern Administrators' Association due to reduction, elimination, restructuring (as defined by a change in role, hours or job description), etc., employees will be released in such a fashion that the employee with the least seniority ("seniority" defined as the total number of years served as a Principal, Housemaster, or Director; however, the position of Principal is not subject to this provision. Principals may not be bumped by either Housemaster, Director, or other Principal regardless of seniority. Principal may bump either Housemaster or Director based upon the concept of most seniority in the bargaining unit) will be the first to be released, followed by the employee with the next least seniority, and continuing in this order. Should any administrative positions be eliminated or restructured, regardless of the reason, the Board shall negotiate with the Northwestern Administrators' Association the impact of such a change.

In the event of recall, employees with the most seniority shall be rehired first. If an administrator is eliminated, that administrator can only be terminated if there is no other position for which the employee is certified and qualified for in the school district.

ARTICLE XVI

DURATION

- A. The provisions of this contract shall be effective as of July 1, 2004 and shall continue and remain in full force and effect until June 30, 2007.

BOARD OF EDUCATION
REGIONAL SCHOOL DISTRICT NO. 7

BY: Shelly Sue Reed
Its Chair

DATE: 1/5/17

NORTHWESTERN ADMINISTRATORS'
ASSOCIATION

BY: Kimberly L. O'Connell
Its President

DATE: 1/3/17