

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE DERBY BOARD OF EDUCATION

AND

THE DERBY ADMINISTRATOR'S ASSOCIATION

**July 1, 2014 through June 30, 2015
(Revised June 4, 2014)**

TABLE OF CONTENTS

	<u>Page(s)</u>
Article I Recognition	1
Article II Entire Agreement	1
Article III Grievance Procedure	1-2
Article IV Deductions	3
Article V Protection	3-4
Article VI Sick Leave	4
Article VII Personal and Bereavement Leave	4-5
Article VIII Position Security	5-6
Article IX Fringe Benefits	6-8
Article X Administrators' Files	8-9
Article XI Salary and Work Year	9-10
Article XII Duration	10

ARTICLE I

RECOGNITION

The Board hereby recognizes the Derby Administrator's Association (DAA) as the exclusive bargaining agent of its members as defined by Connecticut General Statutes Section 10-153b.

ARTICLE II

ENTIRE AGREEMENT

- A. With respect to matters not covered by this Agreement that are mandatory subjects of bargaining, the Board agrees that it will make no substantial changes in the wages or conditions of employment without negotiating with the DAA.
- B. Nothing in this Agreement shall in any form or manner obstruct the Board of Education in the performance of its legal duties and authority as mandated by the General Statutes of the State of Connecticut. The Board of Education reserves the right to amend, eliminate or revise policies and administrative regulations as the needs of the school district may dictate.
- C. Unless specifically limited by a provision of this Agreement, the Board reserves the right to control the operation of the Derby Schools, including but not limited to governing the practices, policies and procedures of the school buildings, programs, structures, curriculum, employment and termination practices.

ARTICLE III

GRIEVANCE PROCEDURE

- A. A "grievance" is hereby defined as a claim by an Administrator or a group of Administrators or the DAA that there has been a violation, misinterpretation, or misapplication of a specific provision of this Agreement.

"Days" shall be defined as calendar days.
- B. A written grievance must be submitted to the Superintendent of Schools within thirty (30) days from the date of the act that is the basis of the grievance or within thirty (30) days of the date that the Administrator knew or should have known of the act.
- C. Within fifteen (15) days from the filing of the written grievance, the Superintendent shall schedule a meeting with the grievant. The grievant may have a representative of the DAA at this and all subsequent levels of the grievance procedure. Within ten (10) days of such meeting, the Superintendent shall render his decision in writing.
- D. If the grievant is dissatisfied with the decision of the Superintendent, he may, within fifteen (15) days from the date of the written decision of the Superintendent file in writing a request for a hearing before the Board of Education. The Board shall schedule

such hearing within thirty (30) days from receipt of the grievant's request. The Board shall render its decision in writing within ten (10) days from the date of such hearing.

- E. Failure by the Superintendent to submit a decision within the applicable time limits shall permit the grievant to proceed to the next level.

Failure by the grievant to file a written request for a hearing with the Board of Education within fifteen (15) days from the date of the Superintendent's decision shall constitute acceptance of the decision of the Superintendent, or shall constitute a waiver of the grievance should no written response be given by the Superintendent within the time frame set forth above.

- F. If the grievant is dissatisfied with the decision of the Board, he may, within fifteen (15) days from the date of the written decision of the Board, or within twenty (20) days of the Board Level hearing, whichever occurs first, file a request for binding arbitration with the American Arbitration Association. The arbitration shall be conducted under the rules of American Arbitration Association.

The arbitration hearing shall be held as soon as possible within the District, and the costs of such arbitration shall be borne equally by the parties.

- G. The arbitrator shall hear and decide only one grievance at a time, unless by mutual agreement of the parties. He shall be bound by and must comply with all the terms of this Agreement. He 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, except that his decision shall not usurp the functions or powers of the Board of Education as provided by statute and further except that the arbitrator may only recommend compensatory awards.

- H. All time limits may be extended by mutual consent of the Superintendent and the DAA in writing.

- I. All written grievances shall contain at least the following information:

1. The name of the grievant(s);
2. The date(s) on which the alleged act or condition occurred;
3. The specific violation as defined herein;
4. A description of the act or condition complained of; and
5. The requested remedy.

- J. Failure by the Superintendent or the Board of Education to comply with any required applicable time limits (unless waived) shall allow the grievant to proceed to the next level of the grievance procedure upon expiration of the stated time limit.

ARTICLE IV **DEDUCTIONS**

The Board agrees to make deductions from salaries of persons in the bargaining units for:

1. Teachers Retirement Funds deductions;
2. Federal and State Tax deductions;
3. Deductions required by order of court;
4. Dues deductions:
 - a. The Board agrees to deduct from the salaries of its employees dues for the DAA as said Administrators individually and voluntarily authorize the Board to deduct, and to transmit the monies promptly to the DAA. Administrator authorizations shall be in writing.
 - b. The Board shall be saved harmless from any and all errors of computations associated with the deduction of said dues, except that if the Board is notified of such errors prior to the end of the fiscal year in which the errors occur and all parties of interest agree, salary adjustments shall be made to correct such errors. Further, the Board assumes no responsibility to enforce authorization for dues from members or non-members of the DAA. The Board will make deductions only from the salary of the Administrator who voluntarily submits a properly signed and executed dues authorization form.
5. Mutual Funds and tax-sheltered annuities limited to a maximum of five (5) funds (403B funds: Ameriprise, American, Axxa Equitable and LA Hertsberg; 457 funds: ING).
6. Authorization for deductions can only be filed twice a year and deductions will commence with the first pay check after September 1st and February 1st.
7. The Business Manager must be notified of deduction changes in writing no less than thirty (30) days prior to September 1st and February 1st.

ARTICLE V **PROTECTION**

The Board recognizes the statutory rights of Administrators concerning indemnification and protection, including assault and workers' compensation.

Personal Injury Benefits

Pursuant to Connecticut General Statutes Section 10-236a, whenever an Administrator is absent from school as a result of a physical injury arising from an assault or battery suffered in the course of his/her employment, he/she shall be paid his/her full salary (less the amount of any Workers' Compensation payments made for such injury) for the period of such absence. Such period of remuneration shall continue until the Administrator is either able to return to work in a light duty capacity or regular duty, whichever is sooner. The time said Administrator is so absent from school shall not be charged against the Administrator's sick leave.

ARTICLE VI **SICK LEAVE**

- A. Each Administrator shall be entitled to a minimum amount of sick leave with full pay for sixteen (16) work days in each school year. Unused sick leave shall be accumulated from year to year to a maximum of one hundred eighty (180) days provided that the employee remains continuously in the service of the Derby Board of Education. Under no condition may the accumulated sick leave exceed 180 days, except that after reaching the 180 day maximum, Administrators who use no sick days during the regular school year will be allowed to accrue five (5) additional sick days per school year until the total accrual reaches two hundred two (202) sick days. The Board agrees that it will construe Article VI, Section A in the following manner: An Administrator who has accumulated one hundred eighty (180) days or more of sick leave may use the sixteen (16) days of current leave before using the accumulated leave.
- B. Upon retirement or death, an Administrator hired prior to June 30, 2000 will be paid at his per diem salary rate for all unused sick days, to a maximum of ninety (90) days. All Administrators hired after July 1, 2000 will upon retirement or death be paid at his per diem salary rate to a maximum of forty (45) days.
- C. The benefits shall be payable to the retiree, or to the estate of a deceased Administrator, unless otherwise directed by the deceased's Last Will and Testament.

ARTICLE VII **PERSONAL AND BEREAVMENT LEAVE**

- A. In addition to the sixteen (16) days sick leave per year, as set forth in Article VI, Section A., five (5) days per year may be used with prior authorization of the Superintendent for the reasons set forth under Section B. below or for other good reason approved by the Superintendent. Two (2) of the five (5) days may be taken by notifying the Superintendent seventy-two (72) hours in advance with no reason other than personal reasons.
- B. Criteria for personal leave under Article, VII, Section A.:
 - 1. Religious days;

2. Critical illness or injury to a member of the immediate family;
3. Attendance at court;
4. Death of a member of the immediate family;
5. Other unavoidable absence;
6. Attendance at commencement ceremony for self, spouse or children;
7. Marriage; or
8. Birth of child by wife.

C. Bereavement:

Five (5) days of bereavement leave with pay shall be granted to a unit member for each occurrence of a death in the immediate family. Such leave time shall include the memorial service and/or funeral. If additional time is needed beyond five (5) days for a single occurrence, the Administrator may take the time without pay or have it charged to his/her personal leave time. Notwithstanding the above, the Administrator must return to work forty-eight (48) hours after the funeral or memorial service. Immediate family is defined for the purpose of this clause to include spouse or the Administrator's or his/her spouse's child, parent, sibling, grandparent, or grandchild.

ARTICLE VIII
POSITION SECURITY

- A. In the event that the contract of employment of any Administrator is terminated due to the elimination of his position, such Administrator shall be entitled to retain a position with the Board, to the extent such positions are available, in the following order:
1. Any other vacant administrative position, for which the Administrator is certified and qualified.
 2. Any other administrative position held by the least senior administrator, for which the Administrator is certified and qualified.
 3. The Board will comply with bumping rights of Administrators into the teacher bargaining unit as required by state law.
 4. Any teaching position held by a non-tenured teacher for which the Administrator is certified and qualified.

- B. Any administrator bumping into a different position will be given a temporary appointment with a six (6) (school) month probationary period.
- C. Seniority shall be defined as the length of continuous employment as an Administrator in the Derby Public Schools. Seniority shall accrue during periods of paid leave. Seniority shall not be broken, but shall not accrue during periods of approved leaves of absence without pay, and while on the recall list. In the event that two (2) Administrators have equal seniority, the length of continuous employment with the Derby School System in any certified professional position shall break the tie.
- D. In the event the contract of any tenured Administrator is terminated due to the elimination of an administrative position, the name of such Administrator shall be placed on a reappointment list and shall remain on such list for a period of twenty-four (24) months, provided such Administrator does not refuse a re-appointment to a position, for which he is certified and qualified. The Administrator's name shall be removed from the recall list upon acceptance of employment in a full time administrative position in another school district, or upon refusal of an offer of employment by the Derby Board of Education as a full time Administrator pursuant to this recall procedure. Any written offer of employment to an Administrator on the recall list shall be accepted within ten (10) days of receipt, or shall be deemed to be rejected. Recall shall be in inverse order established herein for layoffs, i.e., the Administrator with the highest seniority shall be recalled first.

ARTICLE IX

FRINGE BENEFITS

A. Insurance

- 1. Effective July 1, 2014 through June 30, 2015, eligible bargaining unit employees may select from either of the following programs for health insurance benefits:

Option A

PPO Plan \$15 office visit co-payment; \$200 Hospital Co-payment; \$50 Out-Patient Hospital \$50 Emergency Room/\$25 Urgent Care.

Public Sector Option 2 - Rx 3 Tier Managed \$5 Generic/ \$25 Brand Name/ \$35 Non Formulary Brand Name, \$2,000 Maximum. Out of Network deductible to be \$400/\$800/\$1,000 by class (single/two person/family).

or

Option B

HMO Point of Enrollment (POE) Plan: \$30 office visit co-payment; \$350 hospital co-payment; \$350 out-patient hospital; \$100 emergency room/\$50 urgent care.

Rx 3 tier managed \$10 generic/ \$25 brand name/ \$40 non-formulary brand name, \$5,000 maximum.

Note: Prior authorization on high cost radiology; gastric bypass excluded; state fertility mandated benefits; prescription co-pay applies to all prescriptions

2. Term-life insurance – seventy five thousand dollars (\$75,000.00)
 3. Vision Care Rider - Individual
 4. Dental Rider (Family)
- B. Effective July 1, 2014 through June 30, 2015, depending on the option selected by the eligible bargaining unit employee, the Board will contribute its share of health insurance premium or allocation costs as applicable as follows:
- Option A:** The Board will pay eighty percent (80%) of individual, dependent and family coverage in behalf of employees, with the remaining twenty percent (20%) of insurance premiums to be paid by the covered employee by way of payroll withholding deductions.
- Option B:** The Board will pay eighty two percent (82%) of individual, dependent and family coverage in behalf of employees, with the remaining eighteen percent (18%) of insurance premiums to be paid by the covered employee by way of payroll withholding deductions.
- C. All employees who are required to contribute a portion of their insurance premiums shall, as a condition of enrollment in the foregoing program of insurance, sign and deliver appropriate payroll withholding authorization forms to the Board, authorizing the withholding of the employee's share of insurance premiums from wages, salary and/or stipends. Failure to deliver timely withholding authorization forms shall result in exclusion from the insurance program. Upon receipt of a properly executed payroll withholding authorization form, the Board shall request reinstatement of insurance as soon as practicable, subject to any re-enrollment requirements of the insurance carrier.
- D. The Board shall implement and maintain a "Section 125" Salary Reduction Agreement which shall be designed to permit exclusion from taxable income of the employees' share of health and life insurance premiums. The Board makes no representations or guarantees as to the initial or continued viability of such a Salary Reduction Agreement, and shall incur no obligation to engage in any form of impact bargaining in the event that a change in the law reduces or eliminates the tax exempt status of employee insurance premium contributions. So long as the Board makes a good faith effort to comply with this paragraph, neither the association nor any Administrator covered by this Agreement shall make any claim or demand for taxes, penalties, interest or other cost or loss arising from a flaw or defect in the Salary Reduction Agreement, or from a change in the law which may reduce or eliminate the employee tax benefits to be derived therefrom.

- E. Those administrators who are first employed on a part time basis on or after July 1, 2004 shall receive prorated health and life insurance benefits commensurate with their percentage of employment, subject to the above premium sharing arrangement.
- F. The Board shall have the right to change current carriers only if services, administration and benefits remain equal or are better. Prior to any changes in carriers, the Board shall consult with the DAA. If the DAA agrees that the change will provide substantially equivalent or better service, administration and benefits, such change will be implemented. If there is no agreement, either party may submit the dispute (s) to expedited binding arbitration in accordance with the rules of the American Arbitration Association.
- G. Administrators with at least fifteen (15) years of services with the Derby school system may purchase, at the Administrator's expense, individual and spouse health insurance at the district's cost for a period not to exceed three years upon termination of employment with the Derby Schools. Such health insurance shall be equal to that of active employees. Further, the maximum of three (3) years applies only if the individual does not have health insurance from another source paid by another employee, the Administrator or the Administrator's spouse.
- H. Both the DAA and the Board of Education reserve the right to reopen negotiations should any change in fringe benefits be granted to any employee group under the employ of the Derby Board of Education (exclusive of the Superintendent of Schools' employment contract) of the Derby Public Schools. It is understood that such re-opener will be limited to only such change in fringe benefit language and shall not include any other conditions of the collective bargaining agreement unless mutually agreed to by both parties.

ARTICLE X **ADMINISTRATORS' FILES**

Official Administrator files shall be maintained under the following circumstances:

- A. No material derogatory to an Administrator's conduct, service, character or personality shall be placed in the files unless the Administrator has had an opportunity to read the material. The Administrator shall acknowledge that he has read such material by affixing his signature on the actual copy to be filed, with the understanding that such signature merely signifies that he has read the material to be filed and does not necessarily indicate agreement with its content. Refusal of an Administrator to acknowledge material under this provision shall not prevent or prohibit the filing of such material in the Administrator's personnel file.
- B. The Administrator shall have the right to answer any material filed and his answer shall be attached to the file copy.

- C. Upon appropriate request by the Administrator, he/she shall be permitted to examine his/her file.
- D. The Administrator shall be permitted to reproduce any material in his/her files at an appropriate cost factor established by the Board of Education.
- E. Material will be removed from files when an Administrator's claim that such material is inaccurate or unfair is sustained.

ARTICLE XI **SALARY AND WORK YEAR**

Salary Schedules shall be as follows:

<u>POSITION</u>	<u>2014-15</u>
	2.5%
High School Principal	\$135,259
Middle School Principal	\$130,868
Elementary Principal	\$126,926
Director of Special Education	\$125,258
Assistant Principal – Secondary	\$101,768
Dean of Student Development – Secondary	\$ 86,503
Special Education Supervisor Grades Pre-K-5	\$ 73,800
Special Education Supervisor Grades 6-12	\$ 73,800

WORK YEAR

High School Principal	225 days
Elementary Principal	225 days
Middle School Principal	225 days
Director of Special Education	220 days
Assistant Principal – Secondary	Teacher work year
Dean of Student Development – Secondary	Teacher work year
Special Education Supervisor Grades Pre-K-5	186 days
Special Education Supervisor Grades 6-12	186 days

During the 2014-2015 contract year, the work year for any principal may be extended by up to an additional five (5) days, at the discretion of the Superintendent of Schools.

During the 2014-2015 contract year, the above-noted salary of a bargaining unit member may be increased by an additional one-half percent (.50) based upon the bargaining unit members' evaluation.

Administrators shall receive a per diem rate for all days worked beyond their respective work years set forth above. In order to receive remuneration, such additional work days must be approved in advance, in writing by the Superintendent of Schools.

ARTICLE XII
DURATION

This Agreement shall be and remain in full force and effect from July 1, 2014 through June 30, 2015 and shall not be amended except by written agreement of both parties hereto.

IN WITNESS WHEREOF, the parties hereto set their hands at Derby, Connecticut, this ____ day of November, 2013.

BOARD OF EDUCATION – CITY OF DERBY

By Kenneth Marcuccio Jr
Chairman, Board of Education, City of Derby

DERBY ADMINISTRATORS ASSOCIATION

By Seamus 6/11/14
President, Derby Administrators Association