

CONTRACT

BETWEEN

**STATE OF CONNECTICUT
BOARD OF EDUCATION**

AND

**STATE VOCATIONAL FEDERATION OF TEACHERS,
LOCAL 4200A, AMERICAN FEDERATION OF
TEACHERS, AFL-CIO**

VOCATIONAL-TECHNICAL
INSTRUCTORS UNIT

Effective: September 1, 2003

Expiring: August 31, 2007

TABLE OF CONTENTS
AGREEMENT FOR FULL-TIME EMPLOYEES

Article 1.	Union Recognition and Rights.....	1
Article 2.	Board Prerogatives.....	5
Article 3.	Salaries.....	5
Article 4.	Fringe Benefits.....	9
Article 5.	Career Development.....	19
Article 6.	Working Conditions.....	22
Article 7.	Pupil Load, Class Coverage.....	29
Article 8.	[Deleted in 1989-92 Contract]	
Article 9.	Personnel Files.....	31
Article 10.	Facilities, Security and Safety.....	34
Article 11.	Vacancies.....	35
Article 12.	Layoff and Recall.....	39
Article 13.	Dismissal, Suspension, or Other Discipline.....	42
Article 14.	Administrative Transfer.....	43
Article 15.	Tenure and Nonrenewal.....	44
Article 16.	Special Education.....	44
Article 17.	Guidance Counselors and Coordinators.....	46
Article 18.	Library/Media Department Heads.....	46
Article 19.	Department Heads.....	47

Article 20.	Summer School, Night School, Special Programs and Extracurricular Activities.....	47
Article 21.	Grievance and Arbitration Procedure	49
Article 22.	Seniority	52
Article 23.	Non-Discrimination	54
Article 24.	Student Discipline.....	54
Article 25.	Indemnification	54
Article 26.	Labor Management Committee	55
Article 27.	Academic Freedom	55
Article 28.	Miscellaneous	56
Article 29.	Legislative Action.....	56
Article 30.	Supersedence.....	56
Article 31.	Bargaining Waiver and Exceptions	57
Article 32.	No Strikes - No Lockouts	57
Article 33.	Stability of the Bargaining Unit.....	58
Article 34.	Contract Coverage	58
Article 35.	Duration	58
	Memoranda of Understanding	59

TABLE OF CONTENTS
SUPPLEMENTAL AGREEMENT FOR
SUBSTITUTES, PART-TIME EMPLOYEES,
DURATIONAL EMPLOYEES, COACHES AND
ADVISORS

Article 1.	Recognition.....	65
Article 2.	Board Prerogatives.....	66
Article 3.	Salaries.....	66
Article 4.	Fringe Benefits.....	67
Article 5.	Working Conditions.....	67
Article 6.	Pupil Load and Class Coverage	68
Article 7.	Facilities, Security and Safety.....	69
Article 8.	IEP Development and PPT Conferences	69
Article 9.	Summer School, Night School, Special Programs and Extracurricular Activities	69
Article 10.	Grievance and Arbitration Procedure	70
Article 11.	Seniority	71
Article 12.	Non-Discrimination	71
Article 13.	Student Discipline.....	71
Article 14.	Indemnification	72
Article 15.	Academic Freedom	72
Article 16.	Miscellaneous	72
Article 17.	Legislative Action.....	72
Article 18.	Supersedence.....	72
Article 19.	Bargaining Waiver and Exceptions	72

Article 20.	No Strikes - No Lockouts	73
Article 21.	Salaries	73
Article 22.	Duration	73

TABLE OF CONTENTS

APPENDICES

Appendix A Salary Placement
on Change in Status and.....74

Salary Schedule
For Full-Time Teachers76

Appendix B Compensation Schedule for Athletic
Coordinators and Coaches and Advisors80

Appendix C Longevity Schedule82

Appendix D Hourly Rates83

Appendix E P.N.E.P. Parking84

Appendix F Daily Substitute Rate85

Appendix G Dates for Nonrenewal and Termination of
Contract - Fourth Year Only86

Supersedence Appendix.....87

Index89

ARTICLE 1
UNION RECOGNITION AND RIGHTS

Section One.

The State of Connecticut recognizes the State Vocational Federation of Teachers, Local 4200A, American Federation of Teachers, AFL-CIO as the exclusive bargaining agent for all employees in positions covered by the certification issued by the State Board of Labor Relations in Decision No. 1694 (1978). Bargaining unit members may be referenced herein as “employees”, “instructors,” “teachers,” “faculty members,” or “professional staff.” Unless stated to the contrary, the terms are intended to be synonymous.

Section Two.

Upon receipt of a written authorization from an employee submitted through the Union so providing, the Board agrees, for the term of this Agreement, to deduct Union membership dues or agency service fees from an employee’s checks. Such deduction shall be discontinued upon written notification of an employee to both the Board and the Union thirty (30) days in advance.

Section Three.

The Board shall provide to the Union on a monthly basis the names, addresses, assignments and hiring date of all new employees covered by this Agreement and, further, the Board shall furnish monthly the names of all bargaining unit employees who terminate.

Section Four.

The amount of dues or agency service fees deducted, along with a listing of personnel, shall be remitted to the Treasurer of the Union within fifteen (15) days after the payroll period in which such deductions are made.

Section Five.

Payroll deduction of Union dues shall be discontinued for other employee organizations not parties to this Agreement.

Section Six.

The Board shall continue its practice of payroll deductions as authorized by employees for purposes other than payment of Union dues or agency service fees.

Section Seven. Agency Service Fee.

An employee who within thirty (30) days after initial employment fails to become a Union member or whose membership is terminated or who resigns from membership shall be required as a condition of employment to pay an agency service fee as required by Connecticut General Statutes Section 5-280, not to exceed the dues payable to the Union.

Section Eight.

The Union shall indemnify the Board for any liability or damages incurred by the Board in payroll deduction of agency service fees.

Section Nine.

Upon permission granted by the Principal, which shall not be denied unless the facilities have already been scheduled for use or are reserved for such scheduling, the Union may use school facilities for Union meetings before and after that school's designated student day, provided there is no interference with school operations or student activities.

Section Ten.

The Union shall have the use of a faculty bulletin board in faculty lounges for the purpose of posting appropriate notices and bulletins relative to the activities of the Union. Except where prohibited by law, the bargaining agent shall have exclusive access to employees' mail boxes for the purpose of distributing Union bulletins, leaflets, pamphlets and other materials.

Section Eleven.

Union building representatives shall be granted access to and use of school photocopy and facsimile equipment for Union business, provided that such use shall be during that representative's non-contact times and does not interfere with school business. Notice shall be given to the School Principal or his/her designee. If no administrator is in the building, the building representative shall be allowed to use the photocopy and facsimile machines without prior notice if it does not interfere with school related activities and subsequent notice is given. The Union will cooperate in preventing abuse of this provision, and the Board reserves the right to demand reimbursement for materials used, if and when it can be shown that such demand is appropriate.

Section Twelve.

Union staff representatives shall be permitted to enter the schools, reporting first to the School Principal or his/her designee, for the purpose of discussing, processing or investigating grievances or fulfilling their role as collective bargaining agents, without interfering with administrative assignments or teaching duties of employees.

Section Thirteen.

The Board shall provide the Union with requested information, statistics and records relevant to negotiations or necessary for the proper enforcement of the terms of this contract, to which the Union is entitled by law in order to fulfill its role as collective bargaining agent, at no cost to the Board. Routine requests of a minor nature will not be charged to the Union. Confidential information pertaining to individuals shall not be provided unless authorized in writing by the affected individual.

Section Fourteen.

Upon request an employee shall be entitled to Union representation in any investigatory, fact-finding hearing, meeting or conference, if the employee reasonably believes that the investigation may result in discharge or discipline. If a Union representative is not available and a postponement of the meeting would result in an unreasonable delay, the Principal may request the employee to be present at the meeting.

Section Fifteen.

Grievance investigation may be conducted whenever an employee is not performing teaching duties or an administrative assignment.

Section Sixteen. Union Leaves.

A. Release for Hearings

When a Union officer or building representative is required to present the Union's case at an arbitration hearing or at a proceeding before the State Labor Relations Board, he/she shall be released from duty with no loss of pay.

B. Union Business Leave

Time off with pay shall be granted for official Union business as follows:

- (1) For official Union business conducted on behalf of the entire collective bargaining membership in the Vocational-Technical School System, a maximum of eighty-five (85) additional days per year shall be allocated, the total to be the sum of days taken by various Union representatives within the collective bargaining unit.
- (2) Time spent at arbitration hearings shall not be counted against time granted in (1) above.

C. Leave of Absence for Union Officers

Upon written request of the Union, submitted at least ninety (90) days prior to the start of the work year, the Board shall grant full-time leaves of absence to not more than three (3) employees for service as officers or staff employees of the Union (local, state or national). For the equivalent of up to one and one-half positions in the aggregate, the leave shall be with pay. The Union shall notify the Board of the manner in which the paid leave shall be allocated among those on leave. For those not designated for paid leave by the Union, the Board shall continue to pay regular salary and benefits, and the Union shall reimburse the full cost of said salary and benefits, including but not limited to the cost of health and retirement benefits, to the Board by making monthly payments of the full cost of such salary and benefits. Annually, the Board's fiscal office shall review the reimbursements made under this provision and notify the Union of any additional payment required to ensure that the Union has made payment in full. Such additional payment shall be made within thirty (30) days of written notice to the Union.

All leaves under this provision shall be coterminous with the term of office and the school year. Extensions of said leave may be requested and shall be favorably considered. Leave shall be with position held, unless there is mutual agreement to the contrary. If an officer is returning from leave and the position which he/she formerly held has been eliminated because of a reduction in force or for other reason, the parties shall meet to discuss and resolve the matter; if no mutual agreement is reached, the dispute may be submitted by either party to expedited arbitration. An employee who terminates as an officer or staff employee prior to the expiration of his/her leave of absence may request to return to work earlier. In such case, the school district shall attempt, but shall not be required, to accommodate the request for early return. Employees granted leaves of absence under this subsection shall receive credit toward:

- (1) annual salary increments on schedules appropriate to their rank, and
- (2) seniority.

This leave shall not be considered as a break in service for any purpose.

Section Seventeen.

A copy of all Board of Education meeting agendas shall be provided to the Union President at least forty-eight (48) hours in advance of the meeting. The approved minutes of the Board will also be provided.

Section Eighteen.

The Union will furnish the Board with a list of officers and building representatives and will keep the list current.

**ARTICLE 2
BOARD PREROGATIVES**

Section One.

All employer rights, powers, functions and authority are retained by and shall remain solely and exclusively vested in the Board, except as limited by this Agreement. Such rights include, but are not limited to, the following: to maintain such educational activities as, in its judgment, will best serve the interests of the students and of the State of Connecticut; to decide the need for school facilities; to determine the care, maintenance and operation of buildings, lands, apparatus and other property used for school purposes; to determine the number, age and qualifications of the pupils admitted into each school, and to select, employ, assign, transfer, suspend or dismiss faculty provided such actions are not inconsistent with the specific terms of this Agreement; to designate the schools which shall be attended by the various students; to prescribe rules for the operation, organization, studies, classification and discipline for its schools; to decide the textbooks to be used; to make rules for the arrangement, use and safekeeping of the school libraries and to approve the books selected therefore; to approve plans for school buildings; and to take necessary action in case of emergency.

Section Two.

It is agreed that the Board and its agents will not use its retained rights in such a manner as to nullify, abrogate or circumvent the terms and conditions of this Agreement. Nothing in this Agreement shall be deemed to derogate or impair the powers and the responsibilities of the Board. The Board retains exclusively to itself all the rights, powers and responsibilities that it has or may hereafter be granted by law, and the exercise of such rights at its discretion shall be final and binding and not subject to the Arbitration provisions of this Agreement. The Board recognizes that the exercise of these powers and responsibilities must be consistent with the specific provisions of this Agreement and Connecticut General Statutes Sections 5-270-280.

**ARTICLE 3
SALARIES**

Section One. Salaries for Full-Time Employees.

The salary schedules for full-time employees are set forth in Appendix A and reflect the following:

- (a) There shall be no general wage increase for the first year of this Agreement, 2003-2004.

- (b) Effective at the start of the pay period that includes September 1, 2004, all rates on the Salary Schedule for Full Time Teachers (Appendix A) shall be increased by three percent (3.0%).
- (c) Effective at the start of the pay period that includes September 1, 2005, all rates on the Salary Schedule for Full Time Teachers (Appendix A) shall be increased by three percent (3.0%).
- (d) Effective at the start of the pay period that includes September 1, 2006, all rates on the Salary Schedule for Full Time Teachers (Appendix A) shall be increased by three percent (3.0%).

For the 2006-2007 contract year, there shall be funds equivalent to one-quarter of one percent (1.00%) of the base salary account for full-time teachers as of September 1, 2006, to be used for the purpose of implementing additional salary schedules. Such schedules shall be designed to compensate full-time teachers who have attained particular degrees or credits, or their equivalent. For example, the parties may agree that there shall be an additional schedule for academic instructors on the VS-02 schedule who have Master's degrees or Sixth Year certificates, and/or for trade instructors who have earned comparable degree credits beyond those required for certification. The Board and the Union shall negotiate over the details of such schedules during the 2004-2005 contract year. If the parties do not reach agreement on such schedules, the matter may be subject to binding interest arbitration, provided that the arbitrator shall have no power to make an award with a cost for implementation of all such additional salary schedules which exceeds the funds allocated for such under this provision.

Section Two. Method of Salary Payment.

The current method of salary payment shall continue in force. For new employees or employees returning from leave at the start of the school year, the first paycheck shall be for the number of days actually worked starting with the first day of work in the school year (i.e., the first official teacher day in the year). Salary shall continue to be paid for the remainder of the 26 biweekly pay periods, provided the full school year is worked. An employee who separates before the completion of all biweekly pay periods shall be entitled to a pro-rata salary adjustment, based on the number of days actually worked; any adjustment shall be at the per-diem rate in effect at the date of separation.

Section Three. Payment for Extracurricular Duties.

The Department will provide payment for extracurricular duties, to be paid as follows:

- (a) Fall sports in November;
- (b) Winter sports in March;
- (c) Spring sports in June;

- (d) Seasonal activities as above;
- (e) Year-long activities in two (2) equal payments in January and June.

Section Four. Paycheck Changes.

Whenever an employee's pay is changed, an explanation will be provided in writing upon written request from the employee to the Personnel Office.

Section Five.

- (a) Each new employee will be provided a first paycheck no later than the end of the second pay period after the first day of employment.
- (b) New employees will receive written notification of position (Department Head or Instructor), starting date and salary prior to their first day of work or within two (2) weeks of start of work where time does not permit advance notice. Such notice will be signed by the Associate Commissioner or other managerial designee.

Section Six.

In those years when a payday falls on the Friday immediately after Thanksgiving, paychecks shall be released at the conclusion of the workday on Wednesday, provided they are available at the school. Such checks may not be cashed or deposited prior to 3:00 p.m. on the day of release.

The provisions of this section expire coterminous with the expiration of this Agreement or legal extensions thereof. This shall not preclude either party from renegotiating the inclusion of these provisions or any modification thereof in any successor agreement.

Section Seven.

Per diem compensation for a full-time employee shall be calculated by dividing the annual salary by the number of days in the work year as set forth in Article 6, Section One.

Section Eight. Mileage Reimbursement.

Mileage reimbursement shall be in accordance with standard State travel policy. Effective for any month which is at least ninety (90) days following the legislative approval of this Agreement, the rate of reimbursement shall be that provided for non-bargaining unit employees of the State Department of Education.

Section Nine. Annual Increments.

A. Annual Increments

A full-time employee who is employed in a permanent position will receive annual increments as follows, provided that, in the previous school year, the employee worked or was in pay status for at least one-half of the days in the work year as set forth in Article 6, Section One.

1. There shall be no step advancement during the first year of this Agreement (2003-2004).
2. In the second, third and fourth years of this Agreement, teachers shall advance one step on the salary schedule, in accordance with previously established standards and procedures. Step advancement shall be deferred to the pay period that includes January 1 in the second and third years of this Agreement.

The provisions of this Section are subject to the maximum salary for the employee's salary group and the limitations of Section One of this Article.

New employees or employees returning from leave of absence without pay must work not fewer than ninety-three (93) school days in order to be eligible for the annual increment in the following school year.

B. Payments for Teachers at Maximum

For the 2004-2005 contract year, all teachers who are at maximum and therefore not eligible for an annual increment shall receive a lump sum bonus in the amount of four hundred fifty dollars (\$450) payable the first pay period in January of 2005.

For the 2005-2006 contract year, all teachers who are at maximum and therefore not eligible for an annual increment shall receive a lump sum bonus in the amount of five hundred twenty-five dollars (\$525) payable the first pay period in January of 2006.

For the 2006-2007 contract year, all teachers who are at maximum and therefore not eligible for an annual increment shall receive a lump sum bonus in the amount of five hundred twenty-five dollars (\$525) payable the first pay period in January of 2007.

The provisions for payments to teachers at maximum shall sunset on August 31, 2007.

Section Ten. Eligibility for Longevity.

For the purpose of determining eligibility for and amount of longevity payment, the following shall be included in the computation of service:

- a.) War service as defined by C.G.S. Section 27-103
- b.) The employee's continuous full-time state service since date of last hire
- c.) Any previous full-time state service when the break in service is less than one year
- d.) Continuous part-time state service since date of last hire, pro-rated to the full-time equivalent
- e.) Any previous part-time state service, pro-rated to the full-time equivalent, when the break in service is less than one year
- f.) An employee who retires July 1 shall be deemed to have worked the months of July and August for purposes of pro-rata longevity payment.
- g.) Periods of "summer leave" (when an instructor is off the payroll due to his/her having commenced employment after the start of the school year) shall be credited for purposes of determining eligibility for and amount of longevity payment.
- h.) An employee recalled from layoff shall have previously qualifying longevity service credit restored.

Section Eleven. Salary Placement on Change in Status.

See Appendix A.

**ARTICLE 4
FRINGE BENEFITS**

Section One. Workers' Compensation.

- (a) All employees covered by this Agreement shall be covered by Workers' Compensation.
- (b) When an employee has become temporarily disabled as a result of illness or injury caused by his/her employment, said employee may opt, pending final determination as to the employee's eligibility to receive Workers' Compensation benefits, to charge said period of absence to existing leave accounts. When a determination is made supporting an employee's claim, the employer shall rectify payroll and leave records in accordance with said determination.
- (c) Accrued leave time may be used to supplement Workers' Compensation

payments up to but not beyond the regular salary.

Section Two. Medical, Dental and Life Insurance.

- (a) In case of unpaid leave of absence for illness, injury or disability, the State will maintain its contribution to medical and dental insurance for up to one (1) year. In the case of unpaid leave of absence for any other reason, the employee may maintain enrollment in such plan(s) by paying the entire premium(s), except as provided in subsection (a) above.
- (b) Medical Insurance coverage for newly hired or newly eligible employees shall be effective as follows, except as provided in subsection (a) above:
 - (1) for those beginning work or newly eligible at the start of the school year, not later than November 1;
 - (2) for all others not later than sixty-two (62) calendar days following the start of work or eligibility.
- (c) Whenever an employee has a question concerning his or her medical insurance coverage, written confirmation shall be provided upon written request to the school business manager.
- (d) The State's group life insurance plan, pursuant to Conn. Gen. Stat. 5-527 shall continue to be available to employees.

In addition to this life insurance coverage, optional group life insurance may be purchased by an employee. Coverage of up to an additional \$50,000, in increments of \$5,000, may be purchased. Any employee electing such additional coverage shall pay the full cost thereof and such optional coverage shall be subject to the terms and conditions governing same under the State's policy. Optional life insurance coverage is not included when calculating the amount of reduced life insurance coverage upon retirement.

Section Three. Personal Days.

- (a) On the first day of the school year, all full-time bargaining unit employees shall be credited with three (3) days of Personal Leave without loss of pay or benefits, not deducted from sick leave credits and not accumulated from school year to school year, except as provided in (f) below. Any personal days, or portions thereof, which are not used by the end of the school year may be returned to the State for payment. Payment shall be at the daily substitute rate in effect on June 1st. A teacher requesting payment must do so in writing on a form provided by and in accordance with instructions issued by the Payroll Department.

- (b) Instructors appointed after the beginning of the school year but before April 1st shall likewise be credited with three (3) personal leave days per school year on appointment. In the event the new instructor separates from his/her position prior to December 31st and has used more than one day of personal leave, the employer will deduct from his/her final paycheck an amount equal to the personal leave used in excess of one day. The amount due will be calculated at the instructor's per diem rate.
- (c) Except in emergency situations, leave shall be requested of the immediate supervisor at least twenty-four (24) hours in advance. It is not the intent of the Department to deny personal leave, except in extraordinary circumstances.
- (d) Personal leave requested on the day before or after a weekend, holiday or any day other than a scheduled work day shall be restricted to the following reasons:
 - a. Religious holidays;
 - b. Court appearance; court appearance in connection with school business shall not be deducted from personal leave.
 - c. Family emergencies or important personal business which cannot be transacted outside of scheduled working hours.
- (e) No personal leave shall be charged to instructors for days which are not legal school days.
- (f) Not more than one personal day, or any portion thereof, may be carried over to the following calendar year, but it must be used prior to the end of the school year. If said day, or any portion thereof, is not used by the end of the school year, it may be returned to the State for payment as provided in sub-section (a) above. At no time can a teacher have more than four (4) personal days accrued, except as provided in Subsection (g) below.
- (g) In exceptional circumstances, and subject to mutual written agreement of the Superintendent and the Union President, a teacher who has used all personal days for the year, may borrow one personal day from the coming year. In the event that the teacher leaves employment prior to the next year's grant of personal days, one day's pay at the per-diem rate shall be deducted from the teacher's final pay check.

Section Four. Sick Leave.

- (a) Sick leave shall accrue at the rate of one and one-half (1.5) days per completed calendar month of continuous service, including leave with pay, not to exceed fifteen (15) days per year. Sick leave shall accrue for

the first ten (10) months in which an employee is receiving Workers' Compensation benefits. No sick leave will accrue for any calendar month in which an employee is on leave of absence without pay an aggregate of more than five (5) working days.

- (b) Upon retirement an employee shall be paid twenty-five (25%) percent of the per diem rate, for each day of unused, accumulated sick leave, up to a maximum payment equivalent to sixty (60) days' pay. Employees who on entering State service elected to remain covered under the Teachers Retirement System rather than enrolling in the State retirement plan shall also be eligible for such leave buyback under this Section. This benefit shall also be paid to the beneficiary of a deceased unit employee, whose death occurred while that employee was on the active payroll, and who had achieved not less than ten (10) years of qualifying service.
- (c) An employee shall be granted sick leave:
 - (1) when incapacitated for duty;
 - (2) for medical, dental or eye examination or treatment for which arrangements cannot be made outside of working hours;
 - (3) in the event of death in the immediate family when as much as five (5) working days leave with pay shall be granted, chargeable to sick leave. Immediate family means husband, wife, father, mother, grandfather, grandmother, sister, brother, child, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law or sister-in-law, and also any relative who is domiciled in the employee's household;
 - (4) in the event of serious illness or injury to a member of the immediate family, as defined in (3) above, creating an emergency, provided that not more than five (5) days of sick leave per calendar year shall be granted therefor;
 - (5) for going to, attending, and returning from funerals of persons other than members of the immediate family, if notice is given in advance, provided not more than three (3) days of sick leave per calendar year shall be granted therefor.
- (d) An employee shall notify the employer of sick leave use as much in advance as possible. An employee shall not be required to make more than one (1) call to notify the employer and engage the process for sick leave coverage.
- (e) An employee laid off shall retain accrued sick leave to his/her credit

provided he/she returns to State service on a permanent basis.

- (f) An employee who has resigned from State service in good standing and who is re-employed within one (1) year from the effective date of his/her resignation shall retain sick leave accrued to his/her credit as of the effective date of his/her resignation.
- (g) If an employee is absent for more than five (5) consecutive working days, the employee must submit a signed statement stating the reasons for the absence. Failure to do so shall result in loss of pay. This shall not preclude an administrator from requesting a medical certificate where there is reasonable cause to suspect abuse. The administrator will assume the burden of establishing reasonable cause.
- (h) When continued absences from work constitute habitual and frequent abuse of sick leave, the employee and the Union shall be notified in writing. A meeting will be scheduled between the employee, his Union representative and the Administration to discuss the problem. After having met with the employee the employer will have the option to deny sick leave pay. Continued abuse of sick leave shall subject the employee to progressive discipline.
- (i) **Sick Leave Bank.** The Emergency Sick Leave Bank is to be used by bargaining unit employees who have completed the three (3) years of full-time service in the Vocational Technical Schools. The enrollment period will be from September 1 to November 1 of each contract year. Employees wishing to enroll will notify the SVFT during this time period. The SVFT will forward to Education Personnel a list of eligible employees on or before November 15. No new enrollees will be accepted after that date. An eligible employee requesting use of emergency sick leave may make application on the prescribed form to a Labor Management subcommittee established to administer the program. All committee meetings will be scheduled after 3:00 p.m. at a location agreeable to the members. Said committee shall be comprised of three (3) designees, one (1) from the Employer and two (2) from the Union, and shall determine eligibility for benefits in accordance with the following:
 - (1) Each eligible employee who elects to participate shall contribute one (1) day from accrued sick leave to the sick leave bank. Each eligible employee may also elect a one-time donation of up to five (5) days within five (5) years of enrollment. Days contributed shall not revert to employees if not used.
 - (2) Days contributed to the bank shall thereafter be allocated to bargaining unit employees with catastrophic or extended long-term illness.

- (3) To be eligible for allocations of sick days from the bank, an employee must meet the following conditions:
 1. Exhaustion of all sick leave and personal leave.
 2. The illness or injury is not covered by Workers' Compensation and/or such benefits have been exhausted.
 3. An acceptable medical certificate supporting the absence is on file.
 4. Completion of the service requirement.
 5. The bank is not depleted.
- (4) Benefits under this Article shall accrue at the rate of one (1) day for each day of illness or injury provided that the employee has been disabled for a minimum of ten (10) working days. No employee shall be eligible to draw from the bank if the fund is depleted. Employees receiving benefits under this Article shall not accrue sick leave during the period of eligibility or be eligible for holidays or other paid leave benefits. The subcommittee shall consider as a factor the extent and circumstances of the applicant's usage of sick leave prior to the illness in question.
- (5) Unused days in the sick leave bank shall be carried over from year to year and shall not lapse.
- (6) If at any time the balance in the bank should drop to ten (10) days, each eligible employee shall be assessed one (1) additional day from his/her accrued sick leave.
- (7) An employee who has been granted some portion of the sick leave bank, and who returns to work, shall repay the bank at the rate of twenty-five percent (25%) of his/her unused accrued sick leave each December 31 and June 30 thereafter. In the event that the employee leaves employment, any unused accrued sick leave shall be used to repay the balance owed to the sick leave bank.
- (8) The actions or non-actions of this subcommittee shall in no way be subject to collateral attack or the grievance/arbitration machinery. The subcommittee shall not be considered a State agency, board or any other subdivision of the Employer. No requests shall be conducted as contested cases or otherwise be subject to the Administrative Procedure Act.

- (9) An employee who has chosen to participate in the Sick Leave bank may decline to continue to participate by withdrawing from same, by notice filed upon the form developed by the parties. Removal from participation shall be declared not later than the last student contact day of the school year, and shall be deemed effective at midnight on June 30th of that year. There shall be no refund of contributions, and said election, once made, shall be considered irrevocable during that school year. The withdrawing employee will be responsible for all contributions authorized through June 30th of that year.

Cutoff of Claims:

An employee who has submitted the appropriate form to withdraw may not make any claim for benefits that either begin after or continue past the June 30th cutoff.

Return to Bank Status:

An employee who seeks to return to Sick Leave Bank status shall be treated like a new employee, except that the three-year waiting period shall be waived.

Return with Infirmity:

An employee who has withdrawn may return to the Sick Leave Bank during the designated enrollment period, but in the case in which the employee is already acknowledged to be incapacitated, there shall be a waiting period of not fewer than fifteen (15) nor more than sixty (60) working days. Said deductible shall be determined by the subcommittee, based upon years of participation and duration of separation from the Bank.

Section Five.

- (a) Civil Leave.

If an employee receives a subpoena or other order of the Court requiring an appearance during regular working hours, time off with pay and without loss of earned leave time shall be granted. This provision shall not apply in cases where the employee is a plaintiff or defendant in the Court action.

- (b) Jury Duty.

- (1) An employee who is called to serve as a juror shall receive his/her regular pay less pay received as a juror for each work day while on

jury duty. This provision shall not apply to “on-call” jury time when the employee is able to be at work.

- (2) Upon receipt of notice to report for jury duty, the employee shall inform the personnel office immediately. The employer may request that the employee be excused or exempted from jury duty if, in the employer’s judgment, the employee’s services are needed at that time. Employees who wish to serve as jurors will not be requested for excuse so long as the operating needs of the Department are not impaired.

Section Six. Pregnancy, Maternity, Prenatal and Child Rearing Leave.

- (a) Disability or illness resulting from or contributed to by pregnancy, miscarriage, abortion, maternity, or resulting from childbirth, defined as the hospital stay and any period before or after the hospital stay certified by the attending physician as that period of time when an employee is unable to perform the requirements of her job, may be charged to any accrued paid leaves.
 - (1) During this period, the employee shall continue to receive the same benefits, seniority, and pay she would normally receive if she were on any other disability leave of absence.
 - (2) An employee must work or be in pay status one hundred thirty-five (135) days in the fourth year of service in order for that year to be counted toward tenure.
 - (3) Upon expiration of paid leave, the employee may request and shall be granted, a medical leave of absence without pay, position held. Such request must be in writing and supplemented by the appropriate medical certificate, and shall normally expire the following September 1. Requests for the medical leave shall be made six (6) weeks prior to the starting date of the leave (except in cases of medical emergency).
- (b) An employee requesting longer term child-rearing leave should make the request in writing as soon as possible following the birth, adoption or taking custody of a child. Such leave shall not exceed the second September 1 following the commencement of such child-rearing leave.
- (c) Up to five (5) days of paid leave, deducted from sick leave will be provided to an employee in connection with the birth, adoption or taking custody of a child.
- (d) Employees returning from leave other than longer term child-rearing leave

will be placed in their former position. Employees returning from child-rearing leave will be placed in their former position if it exists or if not, in a comparable position.

- (e) Leave(s) pursuant to this Section, other than leave for disability under subsection (a), shall be coterminous with any leave pursuant to Conn. Gen. Stat. §5-248a.

Section Seven. Sabbatical Leave.

- (a) Sabbatical leave is for the purpose of enhancing professional development, including vocational skills and eligibility for career opportunities in the Department, study and research, creative work or educational travel. Sabbatical leave shall not be granted without the approval of the Superintendent.
- (b) An employee may become eligible for sabbatical leave at the completion of six (6) years of full-time employment.
- (c) The Board shall fund either two (2) one-half (1/2) year or one (1) full year sabbatical leave in each year of the contract. The period of leave shall be counted for retirement purposes. The Board will continue its contributions toward health and life insurance during such leave.
- (d) A plan for leave requested to take effect on September 1 must be submitted to the School Principal not later than March 1. A plan for leave requested to take effect the second semester must be submitted to the School Principal not later than August 31.
- (e) During the period of sabbatical leave, an employee shall not accept full-time employment or any employment which interferes with the performance of the approved plan.
- (f) As a condition of sabbatical leave, an applicant must agree that after its expiration he/she will serve in the State Vocational System for a period at least twice the period of sabbatical leave. Upon return from sabbatical leave, the employee will be reinstated to his/her position, including extracurricular, or such other position, mutually agreed, that makes use of his/her newly acquired skills. Sabbatical leave will count as service on the salary schedule and toward seniority.
- (g) The procedures for applying and reviewing requests for Sabbatical leave shall be as determined by the Professional Development Committee.

Section Eight. Retirement.

The terms and conditions of employee retirement benefits have been negotiated separately on a coalition basis by the state with all state employee unions and shall continue under the terms of that agreement.

Section Nine. Military Leave.

- (a) A full-time permanent employee who is a member of the armed forces of the State or any reserve component of the armed forces of the United States shall be entitled to military leave with pay for active duty for required field training, provided such leave does not exceed three (3) calendar weeks in a calendar year. The employee will cooperate in attempting to schedule service of such annual active duty during school recess periods. Additionally, any such employee who is ordered to active duty as a result of an unscheduled emergency (natural disaster or civil disorder) shall be entitled to military leave with pay not to exceed thirty (30) calendar days in a calendar year. During such leave the employee's position shall be held, and the employee shall be credited with such time for seniority purposes.
- (b) Other requests for military leave may be approved without pay. Nothing in this Article shall be construed to prevent an employee from attending ordered military training while on regularly scheduled vacation.
- (c) The provisions of this Article shall supersede Sections 5-248(c) and 27-33 of the General Statutes and the appurtenant state regulations.
- (d) A full-time employee called to military service in the armed forces of the United States shall be placed on unpaid leave of absence for the period of the call up. Upon completion of his/her obligation, he/she shall be reinstated to his/her original position, except if that position has been abolished, to a comparable position, with step placement on the salary scale as if he/she had worked during such period, together with full seniority for such period.

Section Ten. Personal and Public Office Leave.

Personal leave may be granted for up to one (1) year without pay, normally for educational improvement or on account of illness, and shall be granted for service in public office to the extent not prohibited by law. Public Office leave is renewable annually at the employee's request for the balance of his/her term of office as long as he/she so serves. Employees returning from leave under this subsection will be placed in their former position if it exists or, if not, in a comparable position.

Section Eleven.

The Board shall continue its current practice of making tax sheltered annuities available to all bargaining unit members.

Section Twelve.

An employee who is on sick leave or absent due to a disability compensable under the Workers' Compensation Act shall have his/her position held until his/her sick leave accruals are exhausted or until the start of the second (2nd) school year following the start of the sick or disability leave. An employee who is able to return to work after the start of the 2nd school year may exercise bumping rights and displace the most junior employee in the system in his/her current teaching assignment, for up to and including the 2nd anniversary date of the disability. After that, or if he/she declines to bump, an employee shall have the right to go on the reemployment list, and shall have the same entitlement to recall as provided in Article 12, Section 6. Such entitlement shall terminate if the employee is not recalled within 2 years of the 2nd anniversary date of his/her sick or disability leave.

**ARTICLE 5
CAREER DEVELOPMENT**

Section One. Reimbursement for Professional Development Activities.

- (a) The Board shall allocate funds for the tuition reimbursement program for courses and other programs approved in accordance with this Article, outside of regular working hours as follows:
 - (1) In the 2003-2004 school year, \$250,000.
 - (2) In the 2004-2005 school year, \$300,000.
 - (3) In the 2005-2006 school year, \$350,000.
 - (4) In the 2006-2007 school year, \$400,000.

In any given contract year, the new annual allocation shall be used first for payment of reimbursements due to employees for whom approval was granted in the prior year but who did not receive reimbursement due to lack of available funds. Funds appropriated in accordance with this Section will be available for reimbursement of tuition for traditional credit course work, reimbursement of fees for other types of education and training, and substitute coverage of instructors who were approved by the professional development committee and the superintendent for participation in professional development activities. The allocation of funds in any given year shall be made jointly by the Superintendent

and the Union President, with priority given to:

- (i) course work for teachers who are working toward certification required for compliance with NCLB;
- (ii) professional development activities identified in professional development plans as needed for the improvement of student achievement;
- (iii) professional development work identified as needed through the teacher evaluation process;
- (iv) course work that trade instructors are required to take for certification.

Funds remaining from the annual allocation at the end of a given year will be carried forward and will not lapse.

The Board will provide the Union with a financial report of disbursements and balance of the reimbursement funds on or about October 1, March 1 and August 1 each year.

Tuition reimbursement funds are available to full-time permanent employees in the bargaining unit as well as to the following categories of employees covered by the Supplemental Agreement:

- (1) Durational employees
- (2) Regularly scheduled part-time employees paid on an hourly basis and employed in the regular day program.

The funds allocated in accordance with this Section shall not replace or substitute for system-wide or school-wide professional development activities for teachers which have been funded from other sources in the past.

(b) Guidelines for reimbursement include the following:

- (1) The courses or other programs will result in professional improvement.
- (2) The professional development activity(ies) will address one of the priorities identified in paragraph (a) above.
- (3) The courses or other programs will help the faculty member to develop new skills emerging from changing occupational as well as other subject matter concepts related to the staff members'

assignments.

- (4) The courses or other programs may serve to prepare personnel for new responsibilities to which they may be assigned.
 - (5) The courses or other programs will be of benefit to the Division of Vocational-Technical Schools and particularly to the students in the Vocational-Technical schools.
- (c)
- (1) Tuition shall be reimbursed up to nine (9) credits or 135 clock hours for skilled trade programs per fiscal year at the rate of one hundred percent (100%) for courses taken within the State's higher education system.
 - (2) Tuition reimbursement is applied only to tuition and does not include fees of any kind, textbooks or other incidental expenses. Costs eligible for reimbursement in other types of professional development activities shall be as determined by the Union President, subject to the approval of the Superintendent; reimbursement is applied only to the cost of the program, and does not include transportation, meals or lodging.
 - (3) Tuition reimbursement shall not exceed 100% of the per credit cost at the University of Connecticut.
 - (4) Courses taken outside the State's higher education system are reimbursable at the actual cost, not to exceed the amount in (3).
 - (5) Skilled Trade programs will be reimbursed at the rate of \$7.00 per clock hour up to the maximum of 135 clock hours.
- (d) Requests to take reimbursable courses must be endorsed by the Superintendent or his/her designee prior to enrollment in the course. Requests received up to two (2) weeks after enrollment may be considered subject to availability of funds. Requests received more than two (2) weeks after enrollment may be considered for payment at the end of the fiscal year if funds are available.
- (e)
- (1) Faculty members shall be reimbursed upon successful completion of a course and upon submission of a voucher, transcript of grade(s), and an itemized receipt from the college, showing the amount paid for tuition to the institution. Successful completion of a course means a grade of C or better. In cases where courses are taken outside of learning institutions (such as colleges, universities, etc.), an affidavit from the institution where the staff member has completed the course shall be attached to the tuition

reimbursement request.

- (2) The tuition waivers with the Connecticut State College System to meet shop and related certification standards shall continue to be available to employees so long as the program is 100% federally funded. The Department shall provide adequate notice of the procedures to obtain such tuition waivers.
- (3) This subsection constitutes a grandfathering of the tuition waiver concept to this program, but shall not limit enrollment in this program.

Section Two. Professional Development Leave.

Leave without loss of pay plus paid expenses pursuant to existing State regulations will be provided by the Department for visiting other schools, attending workshops, institutes or conferences approved by the Department in advance. Requests for approval for out-of-state trips should be made three (3) weeks in advance.

For in-state professional development activities, requests should be made as much in advance as possible; however, requests where the only cost to the Employer is the replacement of personnel shall be considered with as little as two (2) days' notice to the School Principal.

ARTICLE 6 WORKING CONDITIONS

Section One. Work Year

- (a) (1) The work year for personnel covered by the Agreement shall begin on the date established by the individual vocational-technical schools and shall not be earlier than August 25.

Any teacher who, after consultation with the school administration, agrees to work additional days beyond the total number of days in the contractual employment year [Article 1(c) infra] shall be compensated at the per diem rate of his/her annual salary.

- (2) The work year for the PNEP Instructors normally shall fall between the dates established in (1) above, unless a clinical provider requires that a clinical experience be scheduled after June 30. If a clinical experience is scheduled after June 30, the following restrictions shall apply:
 - a. No Instructors shall be required to work during both July

and August.

- b. The employer shall make every effort to arrange summer staffing through mutually acceptable arrangements between Instructors and the School Principal.

Normally PNEP Instructors shall work the number of days specified in Article 6, Section One (c). If an instructor works in excess of the number of days specified in subsection (c) below, payment shall be at the per diem rate of the Instructor's annual salary. Further, no PNEP Instructor shall be required to work more than an additional twenty-two days in the twelve month period from the beginning date of one school year to the beginning date of next, and not more than ten (10) of those days may be scheduled within the normal work year established in (1) above.

- (3) The work year for employees in programs operated through the Extension Fund will be set by management in accordance with the needs of the programs and the students. Any days worked in excess of the number specified in Article Six, Section One(c) will be paid at the per diem rate of the employee's annual salary.
- (b) An employee who has not previously attended a full orientation shall be required to attend three (3) days of orientation normally scheduled immediately prior to the beginning of the school year, in addition to the work year described in (c) below.
- (c) The number of days in the work year shall be not more than one hundred eighty-eight (188) days which shall include not fewer than one hundred eighty-two (182) teaching days and not fewer than two (2) non-student contact days scheduled on the school calendar.
- (d) Legal days will count as full days for the purpose of calculating the employee work year.
- (e) Nurse Instructors who are required to teach on work days commencing after 12:00 p.m. shall be paid a night shift differential of \$1.00 per hour. Effective with the 2004-2005 school year, the night shift differential shall be \$1.50 per hour.
- (f) The method of accommodating changes to the school calendar due to cancellations for weather and other circumstance shall be as follows:

As soon as the school calendar has been drafted for the next school year, the Principal shall provide a copy to the building representatives. Every effort shall be made to provide the calendar before the end of the school year.

The representatives shall poll the membership to determine which of the four options listed below is the preferred method of changing the calendar to accommodate cancellations due to weather or other circumstance, and shall notify the Principal of the choice.

If the Principal concurs with the proposed method of changing the school calendar, the finalized version of the school calendar will be promulgated. The five “snow days” shall be clearly designated as well as the methodology for changing the calendar in the event it is necessary to cancel school on more than five days.

If the Principal and the Building Representatives cannot agree on a method, a Union representative shall present the Union’s position to the Superintendent or his/her designee who shall then decide the calendar.

The decision of the Superintendent shall be final, and is neither grievable nor arbitrable.

The school calendar shall be finalized as soon as practical, but in no event later than the first staff day of the new school year. Thereafter there shall be no changes to the calendar without the approval of the Superintendent.

OPTIONS FOR MAKING UP “SNOW DAYS”

Option No. 1.

The school calendar shall contain five pre-scheduled “snow days” in June. Canceled school days will be made up in the following order:

1. From the pre-scheduled “snow days” in June
2. From the February vacation
3. From the April vacation
4. By adding days in June

Option No. 2.

The school calendar shall contain five pre-scheduled “snow days” in June. Canceled school days will be made up in the following order:

1. From the pre-designated “snow days” in June
2. From the April vacation
3. From the February vacation
4. By adding days in June

Option No. 3.

The school calendar shall contain three pre-scheduled “snow days” around the Memorial Day Weekend and two in June. Canceled school days will be made up in the following order:

1. From the pre-designated “snow days” in June
2. From the pre-designated “snow days” around the Memorial Day Weekend
3. From the February vacation
4. From the April vacation
5. By adding days in June

Option No. 4.

The school calendar shall contain five pre-scheduled “snow days” in June. Canceled school days will be made up in the following order:

1. From the pre-scheduled “snow days” in June
2. From the April vacation
3. By adding days in June

Section Two. Workday.

- (a) (1) The workday shall consist of seven and one-half hours, scheduled beginning not earlier than 7:15 a.m. and ending not later than 3:00 p.m., except as otherwise provided in this Section. The workday for an Instructor shall be consistent throughout the school year unless altered by agreement of the individual Instructor. Where an Instructor(s) is/are required to report before the start of the regular school day, volunteers shall be sought first. If there are insufficient volunteers, coverage assignments shall be distributed as equitably as possible among all Instructors at the school over the course of the school year.
- (2) The standard workday may be varied for instructors who are not part of the regular Secondary School and Post Graduate Programs (such as PNEP, PTX and programs operated through the Extension Fund), after a meeting and discussion between the affected Instructors and the Principals. The hours worked shall not exceed those required in Sections 2(a)(1) and(2) above. The standard workday also may be varied for employees assigned to satellites, in accordance with current practice.

- (3) If the Board seeks to establish a new academic program which deviates from the hours outlined in (a) (1) above, this Section shall be reopened for negotiations. Impasse in such negotiations shall be resolved by binding interest arbitration pursuant to C.G.S. 5-276a.
- (b) The official school calendar shall provide a minimum of two (2) early dismissal days. One shall be the day before Thanksgiving. The other shall be the last day of school before Christmas if such day is December 22 or later.

On these days, the Instructors' workday shall ordinarily end at the conclusion of two hundred and forty (240) minutes of actual student instruction. However, in the event no transportation is available at this time, the day may extend until 1:00 p.m.

On legal days other than the two mandated by this section, Instructors may be required to stay until 3:00 p.m. for orientation, staff meetings, professional development, student assistance, parent appointments or other professional responsibilities. The present practice shall continue with respect to evening events.

With the prior agreement of the Principal and the Building Representatives as well as the agreement of the Union President and the Superintendent or their designees, an additional schedule modification may occur on days when there is an evening or weekend activity. For example, if there were an evening graduation on a Thursday that would normally cause an early closing and return in the evening, by mutual agreement, teachers could work a full day Thursday and return for the evening graduation, and take a legal day on Friday.

- (c) In the event of inclement weather or other emergencies declared by the Principal requiring a late opening, instructors will be required to report to work fifteen (15) minutes before the starting time for students.
- (d) In the event of inclement weather or other emergencies declared by the Principal requiring early dismissals, instructors shall be permitted to leave not later than fifteen (15) minutes after the students are dismissed. Instructors may be permitted to leave earlier than fifteen (15) minutes after the students are dismissed, provided the needs of the school are met.
- (e) All employees may be required to remain beyond the normal work day because of student appointments or assistance, or for parent appointments. Whenever practical, twenty-four hour notice shall be provided to instructors for these meetings.

- (f) Employees may be required to remain beyond the normal work day to attend staff meetings. Normally, there shall not be more than ten (10) staff meetings per year called by the Principal which extend beyond the normal work day.

Meetings which extend beyond the normal work day shall not require an employee to be in attendance for more than fifty (50) minutes beyond the normal school day for students.

The limitation on the number of staff meetings in this section applies only to staff meetings which extend beyond the normal work day, and not to staff meetings which occur between the end of the student day and the end of the normal work day for teachers.

School Principals will make a good faith effort to provide one week's notice of meetings beyond the end of the workday. Principals shall provide two school days' notice, except in emergencies.

Section Three. Preparation Time, Unassigned or Administrative Time.

- (a)
 - (1) Instructors shall be allowed to leave the building during preparation time for professional purposes only with the permission of the Principal or his/her designee. It is understood that sign out sheets will continue to be used.
 - (2) Instructors will receive not less than five (5) periods of preparation time per week at least the length of the regular pupil period (but not to exceed 60 minutes). Not more than one (1) day per week will any teacher be without a preparation period, (such time to be granted prior to the end of the students' official day).
- (b) All time during the work day in which an Instructor is not assigned to a teaching or preparation period shall be considered administrative time during which the instructor may be assigned to duties at the discretion of the School Principal. The Instructor will determine how best to use unassigned administrative time for professional purposes.
- (c) Each employee shall have a continuous twenty (20) minute duty-free lunch period with no interruptions, except those employees on outside production jobs. Those employees on outside production jobs who are required to have lunch at the production site more than twenty (20) times per year shall be paid a stipend of \$250. An employee who is required to have lunch at the production site shall be granted permission to sign out twenty (20) minutes prior to the end of official workday on any day when he/she is required to have lunch at the production site, provided he/she has no other obligations.

In situations where the specific time of lunch is not prescheduled (Guidance, PNEP, etc.), it is the responsibility of the individual instructor to take lunch, unless there is prior authorization from an administrator not to take lunch. If there is such prior authorization on more than twenty (20) occasions, the Board shall pay the employee a \$250 stipend. If there is no prior authorization but the employee made reasonable efforts to obtain prior authorization and was unable to reach an administrator, the employee's failure to take lunch will be counted towards the twenty occasions if the administration determines it was a reasonable and justified decision.

- (d) An instructor will not be required to teach more than two (2) subjects (subjects are: English, Social Studies, Science, Mathematics, Physical Education) or have more than three (3) preparations (a preparation is defined as a different subject or a different grade level within a subject or a different course within a subject; for example, General Science, Earth Science, Physics, and Biology) in any one (1) week. In accordance with the present practice, this Article does not apply to Special Education Instructors. Notwithstanding the above, efforts shall be made to minimize the number of different preparations.
- (e)
 - (1) Blueprint Reading is deemed to be one subject.
 - (2) The courses within the subject of Blueprint Reading are: Building Trades BPR, Service Trades BPR and 9th Grade BPR.
 - (3) Each of the different grades levels - sophomore, junior and senior - is deemed to be a separate preparation.
 - (5) An instructor whose assignment is limited to or primarily comprised of Blueprint Reading may be assigned not more than four (4) different preparations per day and not more than twenty-five (25) contact instructional periods per week.
- (f) The position of CAPT Coordinator will not be filled by an employee in the bargaining unit covered by this Agreement.

Section Four.

The office in each Vocational-Technical School shall be open and a staff member present during open house evenings.

Section Five.

- (a) The employer shall make a good faith effort to notify employees whose

assignments for the coming year will be changed by August 1. Except in cases of emergency, notice will be given at least two (2) weeks before school opens.

- (b) A teacher shall be given written notice of a change in the school to which he is assigned. Other information concerning teaching assignments, schedules, grades and subjects shall be provided by the school, normally within the first two (2) weeks of the school year.
- (c) Administrators shall solicit input from teachers on their teaching assignments and schedules for the coming year.

**ARTICLE 7
PUPIL LOAD, CLASS COVERAGE**

Section One. Pupil Load.

The Department shall assign pupils to shops and classrooms in accordance with the following:

- (a) The pupil load assigned to a shop shall not exceed twenty-two (22) per instructor, during the exploratory cycle. The pupil load assigned to a shop, for grades 10, 11, and 12, shall not exceed 18 per instructor, provided, these may be exceeded in rare circumstances when the Board demonstrates a need to place a student because of transfer from another school.
- (b) The pupil load assigned to a science laboratory or related and academic classes shall not exceed the following per instructor:

Grade 9:	30	Grade 11:	25
Grade 10:	28	Grade 12:	25
- (c) In no event will the Department be required to assign a pupil load of less than nine (9) per instructor in a shop or thirteen (13) per instructor in a class. Implementation of this subsection may require exceeding the maximums in subsections (a) and (b) of this Section. Both sides will cooperate (including negotiating) in dealing with situations arising under this subsection.
- (d) The pupil load assigned to the reading program or remedial program shall not exceed sixteen (16) per instructor. Special needs and remedial reading may require smaller classes and/or team teaching.
- (e) The parties recognize that the current Guidance counselor/student ratio

may need review during the term of the agreement. The parties shall meet and discuss ratios upon the demand of either party and attempt to reach mutually agreeable guidelines. If the issues are unresolved, they may be submitted to mediation.

- (f) A Professional Health and Safety Committee will be established composed of three (3) members appointed by the Superintendent, and three (3) members appointed by the President of the Union. The Committee will study the size and working environment of up to twenty (20) shops and science laboratories in proportion to student load and may recommend changes at each school to promote safety and health for the students and teachers of the system. The Committee shall have at its disposal any reasonable resources as may be required to perform its functions. The Committee shall meet at such times and places as may be appropriate. The Board and the Union confirm their good faith commitment to use the Professional Health and Safety Committee as a vehicle to study this issue and make recommendations in a written report to the Superintendent.

The Committee also shall review any case of a science laboratory in which the number of students assigned exceeds the number of stations, and shall recommend an appropriate remedy to the Superintendent. The Committee shall also review the security issues at the school and meet with the School Principal to discuss the issues and make recommendations.

Section Two. Class Coverage.

- (a) In the event an employee with classroom or shop responsibilities is absent, the Board will provide coverage for that classroom or shop in the following order of priority:
 - (1) Substitute (except in cases where less than a full day is involved);
 - (2) If no substitute is available, an employee on administrative time; in the alternative, a regularly scheduled part-time instructor who is available may be asked to work additional hours to provide class coverage, and shall be compensated at the normal hourly rate.
 - (3) If no employee on administrative time is available, an employee on preparation time to be paid at the rate of 1/5th of the \$75 substitute's daily rate. Effective with the 2004-2005 school year, the payment shall be at the rate of 1/5th of the daily substitute rate set forth in Appendix F. Involuntary assignments of employees on preparation time will be rotated as equitably as practical. No employee will be required to give up more than one (1) preparation period in any week.

- (4) If coverage cannot be accomplished under (1), (2), or (3), employees in a multiple-person shop shall be required to cover for the absent employee. In a two-person shop, the covering employee will be paid at the rate per period set forth in (3) providing that the employee is instructing at least four (4) students more than he/she is normally responsible for and that there are a total of at least ten (10) students. In a multiple-person shop, the first full day of such coverage during a school year will be uncompensated. Thereafter during a school year, the covering employee (or covering employees pro-rata) will be paid at the rate per period set forth in (3).
- (b) Guidance counselors/coordinators, social workers and psychologists shall not be assigned coverage.
- (c) Class coverage is not intended to be provided on a day when student attendance is substantially reduced because of inclement weather.
- (d) The provisions of this Article are not intended to prevent the Department from combining classes in lieu of class coverage, as for example, in a lecture hall, gymnasium or cafeteria, or from using aides or other persons not in the bargaining unit to provide such coverage.
- (e) Single-Instructor Shops.

It is the philosophy of the Board to utilize two (2) instructors in shop classes that are currently one (1) instructor departments, whenever it is possible to do so. When possible and practicable, coverage will be provided for those students not participating in a regularly scheduled theory lesson. Such coverage will not extend beyond any normal theory period.

- (f) A PNEP Department Head providing coverage for a full day will be paid at the rate of \$75 per day for such coverage. Effective in the 2004-2005 school year, the rate of payment shall be the same as the daily substitute rate set forth in Appendix F. The payment shall be prorated for a partial day of coverage.

ARTICLE 9 PERSONNEL FILES

Section One.

- (a) The official personnel file on each employee is the file maintained under

the supervision of the Director of Human Resources. (Such files are currently maintained in Hartford.) The official school file on each employee is the file maintained under the supervision of the School Principal. (Such files are usually kept in the school's business office.)

- (1) No new material derogatory to an employee's conduct, service, character or personality shall be placed in the file unless the employee has had the opportunity to read the material. The employee must acknowledge that he/she has read the material by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with its contents. If the employee refuses to sign, the building representative shall sign.
- (2) The employee shall have the right to answer any material filed, and his/her answer shall be attached to the file copy. No rebutted material shall be used as the basis for any subsequent adverse personnel action unless the rebuttal has been placed in the file on or about the time of its receipt by the administrator. If any material of a derogatory nature is found to be without merit or unfounded, it shall be immediately removed from said file(s) and shall not be used in any subsequent actions or proceedings against the employee.
- (3) Upon request, an employee shall be permitted to examine his/her own official personnel file in the presence of the Director of Human Resources or his/her designee. The employee shall be permitted to examine his/her school file in the presence of the Director or his/her designee.
- (4) No anonymous letters or materials shall be placed in the employee's file.
- (5) Upon a written request from the affected employee, material of a derogatory nature shall be removed from the employee's personnel file after three (3) years of the initial filing date if the conduct or the condition was remedied during the three-year period. Confidential information shall consist of: evaluations, written reprimands, suspensions or derogatory information.

Material removed from the file under this provision may be used to rebut an employee's claim concerning his/her record of evaluations or discipline.

- (b) The employee shall be permitted to reproduce any material in his/her file.

An employee shall be allowed ten (10) sheets photocopied without charge during any contract year. Excess sheets will be charged at twenty-five cents (25¢) per sheet.

- (c) An employee may grieve non-evaluation material placed in his/her personnel file; however, no such grievance shall be arbitrable unless such material is merged into an unsatisfactory evaluation or into a disciplinary proceeding.
- (d) This Article shall not prohibit administrators from maintaining written notes or records of an employee's performance separate from the personnel file for the purpose of preparing evaluations and/or service ratings or possible disciplinary action. However, should these records contain derogatory material, they shall not be used in any subsequent adverse personnel action unless the employee has received some form of written communication concerning the underlying problem in a timely fashion, normally within five (5) working days, relative to its recording.
- (e) Administrators shall be encouraged to place in the employee's file information of a positive nature, including any such material received from outside competent and responsible sources, indicating special competencies, achievements, performances or contributions of an academic, professional or civic nature.
- (f) No documents, communications and records relative to the processing of a grievance will be filed in the personnel file.

Section Two.

A record of access shall be maintained by the Department or by the individual school, and shall be provided to the employee when he/she examines his/her file. This shall apply in cases where access has been granted to other governmental agencies or individuals not employed by the State Board of Education, and the employee shall be notified within two (2) days of the granting of the request for access; record of access and notification shall also apply when any individual employed by the State Board of Education is granted access and such individual does not normally have need to access school files or personnel files in the course of performing his/her duties. Routine access by the auditors of public accounts shall not require record or notification.

Notwithstanding the above, a record of access to the file by State officials in the Departments of Education or Personnel and Labor Relations shall not be disclosed to an employee in the case of an ongoing, uncompleted investigation:

- (a) criminal
- (b) disciplinary prior to any investigative interview or

- (c) concerning a question of fitness,

nor shall the employee be notified of access by other governmental agencies in the case of an ongoing, uncompleted criminal investigation.

ARTICLE 10 FACILITIES, SECURITY AND SAFETY

Section One.

Each school or satellite shall continue to maintain, to the extent provided in the past:

- (a) Faculty lounge space;
- (b) Faculty rest rooms separate from students;
- (c) Duplicating and typing facilities;
- (d) Furnishings and furniture properly maintained;
- (e) A desk, clothing locker, and safe and secure storage space for materials and supplies for each employee;
- (f) Parking facilities;
- (g) Security for employees.
- (h) The school system will continue to work toward ensuring that systems exist whereby teachers can effectively and expeditiously communicate with the main office in the event of an emergency. Problems in this area shall be an appropriate item for action by the Labor-Management Committee.

Section Two.

The Department will attempt to correct deficiencies or inadequacies with respect to equipment, supplies and materials provided to shops or academic or related classes to the extent that such matters are called to the Department's attention by bargaining unit employees. Said deficiencies or inadequacies shall not by themselves be used against employees in the performance evaluation process.

Section Three.

Employees are not expected to work as custodians, maintenance personnel or security personnel outside of learning situations except in case of an urgent, unforeseen situation

requiring immediate action.

Section Four.

Supervision of students is an integral part of an instructor's duties. An instructor observing a fight between students, has an obligation to intervene; this includes verbal intervention, sending for help, and taking other reasonable steps to protect students, faculty, and property. An instructor is not expected or required to physically intervene. This does not mean that an instructor cannot physically intervene if the circumstances merit such intervention; it does mean that an instructor who chooses not to physically intervene will not be penalized for such choice.

Section Five.

COSHA regulations shall be adhered to by the Board. All safety equipment and corrective measures required by COSHA shall be provided by the Board. In so complying the Board will make every good faith effort to maintain instructional programs.

Section Six.

Claims for damaged property shall be made to the Connecticut Claims Commission in the manner prescribed by law. The address of the Claims Commission may be obtained from the Director of Human Resources.

**ARTICLE 11
VACANCIES**

Section One. Posting.

- (a) When management decides to fill a newly created position or other vacancy, and such vacancy has not been filled by administrative transfer, the opening shall be posted on the school district's website for seven (7) days.

In order to be eligible to apply for a posted vacancy, an employee must meet the following criteria:

- (1) The employee has at least four (4) full years (as defined in Article 6, Section 1 of this Agreement) of full-time employment in the system or the service specified in Section Four (h). For employees employed as of April 1, 2004, only two (2) years of full-time employment shall be required. For vacancies to be filled in the March 15 to May 15 period, for appointments effective at the start of the next school year, employees who will have completed the

required years of service by the end of the school year shall be deemed eligible.

- (2) If the vacancy would be a lateral transfer, as opposed to a promotion, for the employee, it has been at least two (2) years since the employee had an employee initiated transfer.
- (3) The employee may not have an unsatisfactory evaluation or be in the supervisory assistance segment of the evaluation process.

An employee who intends to retire or resign at the end of a school year shall give notice not later than March 1. All vacancies resulting from such notices shall be posted, as provided above, not later than March 15. At that time, other known vacancies for the coming school year shall also be posted. Between March 15 and May 15, the vacancies shall be filled by lateral transfers, if there are employees willing and qualified to transfer, in accordance with this Agreement. The resulting transfers shall take effect at the start of the new school year. *Note: For 2004 only, the March 1 date of this paragraph shall be extended to May 7, posting shall be as soon as practicable thereafter, and the period for filling vacancies by lateral transfer shall extend to June 1 rather than May 15.*

Vacancies arising thereafter after May 15 and up to September 30 of the next school year shall be posted; provided, however, that internal candidates shall not have any preference for filling such vacancies based on seniority or bargaining unit status.

- (b) The Union president shall be sent a copy by e-mail and bargaining unit employees will receive notice in the following manner:
 - (1) during the school year - via the employee's electronic mailbox;
 - (2) during the summer recess - by posting on the school district's website.
- (c) All postings will include subject or trade area, certification, location and the deadline and procedure for applications.

Section Two. Application.

- (a) In order to be considered, for a lateral transfer or promotion, an interested employee must submit a letter in writing requesting consideration. Such letter must be received in the Superintendent's office (by mail or facsimile) by the application deadline.
- (b) An employee who has applied for and been granted a lateral transfer shall

not have any preference based on seniority or bargaining unit status if he or she applies for a position which is to be filled effective within two years of such lateral transfer.

Section Three. Selection.

- (a) Instructors. The most senior Instructor who is certified and currently teaching in the subject or trade area designated on the posting shall be transferred. If no such Instructor applies, the most senior Instructor who is certified, has taught (within the last five years) in the system in the subject or trade area designated on the posting, and who provides appropriate documentation of such shall be offered the transfer.

The phrase “taught (within the last five years)” will be interpreted to mean six months of full-time teaching experience or its part-time equivalent.

- (b) Academic/Guidance/Special Education Department Heads. A vacancy in a Department Head position may be filled by transfer pursuant to (1) below or promotion pursuant to (2) below. However, an Instructor may be promoted into a Department Head position only if he or she has more seniority than a Department Head applying for transfer pursuant to (1) below.

- (1) The most senior Department Head who has satisfactorily completed the Department Head probationary period and is currently assigned in the area designated on the posting shall be offered the transfer unless a more senior employee is promoted pursuant to (2) below.
- (2) Related, Special and General Education Instructors, and counselors promoted to Department Heads will be promoted based on consideration of their experience (inside and outside the Vocational-Technical School System), achievements and educational attainment. When the above considerations are equal, seniority will be the determining factor.
- (3) The mechanism for selecting applicants under this subsection shall be as previously established unless changed by mutual agreement.

Selection shall not be subject to the grievance and arbitration provisions of this agreement, except that a grievance limited to a claim that the process has not been properly followed may be brought under Article 21, Section One (a) (2) of the contract.

(c) Trade Department Heads.

The most senior Department Head who has satisfactorily completed the Department Head probationary period and is currently assigned in the trade area designated on the posting shall be offered the transfer unless a more senior trade Instructor currently teaching in that trade area is equally qualified based on consideration of experience (inside and outside the Vocational-Technical School System), trade achievements and educational attainment. Disputes over this subsection are grievable but not arbitrable.

If no Department Head applies, the most senior Instructor currently teaching in the trade area designated in the posting shall be promoted.

- (d) Qualified applicants from within the system shall be given preference for promotion to Department Head before outsiders are considered except where in conflict with affirmative action goals of the agency.
- (e) This Section shall be reopened in the event that the Commission on Human Rights and Opportunities issues a certificate of noncompliance pursuant to Section 46a-68-67 of the Regulations of Connecticut State Agencies or issues a complaint pursuant to Section 46a-68-71. If the parties cannot reach agreement, their dispute shall be subject to binding interest arbitration pursuant to C.G.S. 5-276a.
- (f) Under no circumstances may a junior employee grieve the selection of a senior employee.
- (g) Durational employees who have been employed for less than eighteen (18) calendar months may apply for vacancies but shall have no entitlement over outside applicants. Durational employees who have been continuously employed eighteen (18) calendar months or more may apply for vacancies and shall have entitlement over outside hires. Upon appointment to a permanent position, time spent as a durational employee shall count for seniority; such time shall also count for tenure as provided in Article 15.
- (h) Regularly scheduled part-time employees employed in the regular day program who have been continuously employed for thirty-six (36) calendar months or the part-time equivalent thereof, shall have no entitlement over full-time instructors but shall have entitlement over outside hires, after consideration of affirmative action goals.

Section Four. Effective Date of Transfer or Promotion.

There shall be no transfer or promotion after October 1 of a school year. However, the Superintendent, in his/her discretion, may authorize exceptions to this provision to meet

the needs of the school system. Vacancies for which the Superintendent makes such exception shall be posted and the application and selection process above completed. If the effective date of a transfer shall be the beginning of the next school year, the posting and selection shall take place between March 15 and May 15 as provided in Section One.

Section Five. Probation.

- (a) An Instructor who is promoted to Department Head shall serve a two (2) year probationary period. Failure to perform satisfactorily during the probationary period shall result in reassignment to an instructor position.
- (b) Nothing in this article shall be construed as superseding the tenure requirements of this Agreement.
- (c) An employee who fails a department head probationary period shall be precluded from applying for another Department Head position for a period of two (2) years thereafter.

**ARTICLE 12
LAYOFF AND RECALL**

Section One.

A layoff is defined as the involuntary, non-disciplinary separation of an employee from State service because of lack of work or other economic or statutory necessity.

Section Two.

Seniority shall be defined as continuous service from date of original appointment to a full-time bargaining unit classification regardless of teaching assignment. All leaves of absence will be used in computing the length of service.

Section Three. Department Heads.

- (a) In the event of a layoff, employees shall be laid off in the employee's current Department Head assignment in order of inverse seniority (as defined in Section Two).
- (b) The laid off Department Head shall be entitled to:
 - 1. Superseniority for any vacancy for which he/she is certified and has taught in the VT system in a full-time capacity (Full-time capacity includes time spent in a Durational position, but does not include substitute or part-time work); OR

2. Displace the least senior Department Head in current teaching assignment; OR
 3. Displace the least senior Instructor in current teaching assignment, provided the Department Head has greater seniority than that Instructor; OR
 4. Displace the least senior Instructor in a different teaching area, provided the Department Head has greater seniority than that Instructor, is currently certified in that area and has taught in the VT System in that area in a full-time capacity. (Full-time capacity includes time spent in a Durational position, but does not include substitute or part-time work.); OR
 5. Elect layoff and placement on the Recall List.
- (c) A Department Head who takes an instructor position as provided above in lieu of layoff shall be placed on the Recall List for Department Head positions, provided he/she has not rejected a Department Head position within a thirty-five (35) mile radius of his/her home.

Section Four. Instructors.

- (a) In the event of a layoff, employees shall be laid off in order of inverse seniority (as defined in Section Two) in the employee's current teaching assignment.
- (b) The laid off Instructor shall be entitled to:
 1. Superseniority for any vacancy for which he/she is certified and has taught in the VT system in a full-time capacity (Full-time capacity includes time spent in a Durational position, but does not include substitute or part-time work); OR
 2. Displace the least senior Instructor in current teaching assignment, provided he/she has greater seniority than that Instructor; OR
 3. Displace the least senior Instructor in a different teaching area, provided he/she has greater seniority than that Instructor, is currently certified in that area and has taught in the VT System in that area in a full-time capacity. (Full-time capacity includes time spent in a Durational position, but does not include substitute or part-time work.); OR
 4. Elect layoff and placement on the Recall List.

Section Five.

- (a) Department Heads and Instructors in permanent positions who do not have an option to elect a permanent position as provided above may displace any Durational Department Head or any Durational Instructor with less continuous full-time service in the bargaining unit (excluding substitute work), provided he/she is certified in that area and has more continuous full-time service than the Durational employee.
- (b) A permanent employee who bypasses a permanent position to accept a Durational position shall have no bumping entitlement upon termination of the Durational position, but shall have recall rights while occupying the Durational position as well as for two years following termination from such position.
- (c) A permanent employee who has no option to transfer or bump into a permanent position and accepts a Durational position shall immediately be placed on the Automatic Transfer List for all schools within a fifty-five (55) mile radius of his/her home, and shall have recall rights while occupying the Durational position as well as for two years following termination from such position. Upon termination of the Durational position, the employee may elect to bump a less senior permanent employee or Durational employee provided he/she has not refused a recall offer or otherwise had available to him/her a permanent position.
- (d) Initial Durational employees shall have no entitlement to displace other employees and shall have no recall rights.
- (e) Nothing in this Article shall be deemed to preclude or restrict the Superintendent from terminating a probationary employee in his/her first year or non-renewing a non-tenured employee's contract. Nothing shall preclude or restrict the Superintendent from removing a probationary Department Head.
- (f) Transfers under this Article shall be given priority over any other transfer procedures in the Division.

Section Six. Recall Procedures.

The senior employee laid off shall be recalled first to fill any vacancy for which he/she is certified. A vacancy is the position which remains vacant after current employees have been afforded the opportunity to exercise their rights to return from administrative transfer or to transfer via the Automatic Transfer List.

The previous sentence notwithstanding, Department Heads with recall rights who have completed the Department Head probationary period shall be offered Department Head

vacancies before less senior instructors are offered the position; this applies to active instructors and instructors on recall. Employees from the Recall List will be offered vacancies before the vacancy is posted via VT Letter.

The Board shall make a good faith effort to accommodate certified and qualified employees on the Recall List who wish to work in part-time, substitute or Durational positions. An employee accepting such work shall retain recall rights to full-time permanent positions.

Recall rights shall be retained for two (2) years from the effective date of the layoff unless sooner terminated by the rejection of a recall offer within a thirty-five (35) mile radius of his/her home.

Section Seven.

The Board shall not hire from the outside to fill a vacancy in a certification for which there is a teacher who elects to exercise recall rights.

Section Eight.

An employee laid off shall retain accrued sick leave to his/her credit provided he/she returns to State service on a permanent basis within two (2) years of the date of layoff.

Section Nine.

Nonrenewals of non-tenured teachers shall not be considered layoffs under this Article. As used in this Agreement “non-tenured teachers” are those who have not achieved tenure as provided in Article 15, Section One.

Section Ten.

If, at the time of layoff, an employee is serving in a special assignment or “acting” capacity, for purposes of this Article, that employee’s “current assignment” shall be considered his/her most recently held regular Department Head or Instructor assignment.

ARTICLE 13 DISMISSAL, SUSPENSION OR OTHER DISCIPLINE

Section One.

Tenured employees and non-tenured employees with more than two (2) years of service shall not be dismissed, suspended or disciplined except for just cause. Arbitration shall be the exclusive procedure for resolving disputes over dismissals or suspensions under

this Article and shall supersede any pre-existing procedure, including the procedure specified in Chapter 166, Section 10-151 of the Connecticut General Statutes. The Arbitrator shall have the right to reinstate employees, award back pay, and issue other appropriate remedial orders within the scope of this Agreement. As used in this Agreement “non-tenured teachers” are those who have not achieved tenure as provided in Article 15, Section One.

Section Two.

Employees with less than two (2) years of service may grieve discipline under Article 21 based on a claim of inequitable treatment.

Section Three.

Whenever it becomes necessary to discipline an individual employee, the School Principal shall undertake said talks in private.

ARTICLE 14 ADMINISTRATIVE TRANSFER

Section One.

- (a) An administrative transfer is an involuntary transfer from one school to another school.
- (b) When an administrative transfer becomes necessary, an affected employee who makes a written request shall be granted a meeting with the Director of Human Resources or his/her designee to discuss the transfer.
- (c) Notice of administrative transfer shall be given to employees and the Union at least thirty (30) days prior to the effective date of the transfer. For transfers to begin at the commencement of a new school year, notice will be given by May 15 where possible and practicable.
- (d) The Board agrees that administrative transfers are not to be used as disciplinary measures.
- (e) An Instructor administratively transferred shall not be required to move to a school more than fifty-five (55) miles from his present school.
- (f) The rank held by a teacher shall be a relevant consideration when making administrative transfers.

Section Two.

When an administrative transfer from a subject area, shop or specialist function is caused by a decline in pupil enrollment, the Board will first seek qualified volunteers before an employee is administratively transferred. All administratively transferred employees shall have the right to return to the original positions in the reverse order of transfer from any such original position.

**ARTICLE 15
TENURE AND NONRENEWAL**

Section One. Tenure.

For all purposes of this Agreement, in order to attain tenure, an employee must complete four (4) years of full-time service as a Vocational-Technical School Instructor. Part-time employment in the regular day program of the Vocational Technical Schools shall be counted toward tenure service on a pro rata basis, for up to two of the four years required. This provision shall supersede Connecticut General Statutes § 10-151 and any other conflicting statutory provisions or regulations.

Section Two. Non-renewal of a Non-tenured Employee's Contract.

Written notice of non-renewal of a non-tenured employee's contract will be sent not later than April 1, provided, however, that in the fourth year notice of non-renewal may be sent at a later date if the employee has not completed thirty-seven (37) months of service for tenure purposes by April 1. Such employee shall be given notice of non-renewal as provided in Appendix G. Such employee may, upon written request filed with the Superintendent within ten (10) days after receipt of such notice, be entitled to a hearing before the Board's designee, who will be the Superintendent or the Chief of the Bureau of Human Resources. The hearing will be held within thirty (30) days of such request. The employee will have the right to appear with counsel of his/her choice at such hearing or with a Union representative. Nothing shall prevent the Board and the employee from agreeing to a hearing before an impartial hearing panel established and conducted in accordance with the provisions of Connecticut General Statutes §10-151(c) without the right to appeal provided in Connecticut General Statutes §10-151(f).

**ARTICLE 16
SPECIAL EDUCATION**

Section One.

Employees required to develop IEPs or participate in PPT conferences during the work day shall not be compensated therefore except that employees losing preparation periods for PPT conferences shall receive a compensatory preparation period.

Section Two.

PPT meetings will not be scheduled outside the regular workday except with the approval of the Principal.

Section Three.

When PPT conferences are scheduled in the afternoon, the following will apply:

- (a) Afternoon conferences:
 - (1) The first half-hour after the end of the normal instructor workday will be a grace period with no compensation therefor.
 - (2) Thereafter, employees will receive:
 - (a) for the first full half-hour, one-tenth of the daily substitute rate;
 - (b) for each full fifteen-minute period after the first full half-hour, one-twentieth of the daily substitute rate.
- (b) Evening Conferences:
 - (1) For conferences convening after 5:00 P.M., employees will be paid two-fifths of the daily substitute rate per meeting, normally scheduled for two (2) hours.
 - (2) Notwithstanding any contrary provisions of this Section, the Department, in its sole option, may provide compensatory time off in lieu of cash. For this purpose, evening sessions shall be considered two (2) hour sessions.

Section Four.

Employees will be given twenty-four (24) hours notice of PPT conferences, except in case of emergency.

Section Five.

The Superintendent may approve extending the work year for Special Education employees for up to an additional ten (10) scheduled workdays during the twelve (12) month year, usually up to five (5) workdays at the beginning and five (5) workdays at the end of the summer recess. Such additional days shall be used primarily for completion of prior year reports, development of IEPs, participation in PPTs, and planning activities for

the school year. Such additional days will be scheduled by the School Principal after consultation with the special education department head and the affected employee(s). For each such workday, a special education employee will be paid the applicable per diem rate.

**ARTICLE 17
GUIDANCE COUNSELORS AND
COORDINATORS**

Section One.

The Department may extend the work year for guidance counselors, coordinators for up to an additional thirty-six (36) scheduled workdays during a twelve (12) month year, usually up to eighteen (18) workdays at the beginning and eighteen (18) workdays at the end of the summer recess. Such additional days will be scheduled by the School Principal after consultation with the guidance coordinator or counselor. For each such workday, a guidance person will be paid the employee's per diem rate.

Section Two. Workday.

The workday for guidance counselors and guidance coordinators will be the same length as regular instructors. It will not be divided up into periods. Guidance counselors and coordinators will have the same amount of unassigned administrative time and preparation time as other academic personnel, but will be expected to self-activate whenever professional performance requires.

Section Three.

Clerical personnel shall continue to provide services to the Guidance Department.

**ARTICLE 18
LIBRARY/MEDIA DEPARTMENT HEADS**

Section One.

Library/Media Department Heads shall not be required to cover more than one (1) study period per day and shall not be assigned to cover a class for an absent teacher except in situations when no other teacher is available.

**ARTICLE 19
DEPARTMENT HEADS**

Section One.

All Department Heads will have the normal allocated preparation time for employees in trade areas or in academic areas. The Department will continue to provide coordination time to Department Heads.

Section Two.

Clerical personnel shall provide services to Department Heads.

Section Three.

An employee temporarily assigned in writing by the Principal to serve as Department Head shall, commencing with the fifteenth consecutive workday, retroactive to the first workday, be paid the Department Head rate.

Section Four. Trade Department Heads.

The parties agree with the principle that Trade Department Heads should have sufficient time to do shop/theory observations and that preparation periods are not to be used for that purpose. Every effort shall be made to provide each Trade Department Head with two periods of coverage for each observation - one for the actual observation and one for the preparation for the post-observation conference, consistent with operating needs.

**ARTICLE 20
SUMMER SCHOOL, NIGHT SCHOOL, SPECIAL
PROGRAMS AND EXTRACURRICULAR
ACTIVITIES**

Section One.

Summer school and special program positions shall be posted annually. Other positions shall be posted only when a vacancy is available due to the resignation, non-renewal or discharge of the incumbent. In general, vacancies occurring in these programs shall be posted by the end of May. The posting period shall be seven (7) calendar days.

- (a) Vacancies in the programs will be posted at the school at which they occur and notice of a vacancy at one school shall be distributed to other schools and satellites by facsimile, e-mail or other electronic means.
- (b) The posting will include a list of positions, qualifications, and the procedure for applying.

- (c) These positions will be filled, if possible, from applicants within each school.
- (d) Only where no full-time bargaining unit members apply will the Board appoint a non-bargaining unit candidate.

An incumbent in a summer school, night school, special program or extra-curricular activity may be removed during the term of an appointment for cause. The failure to rehire or renew the appointment of an incumbent in one of these positions for the next term shall not require cause provided that the reason for removal is neither arbitrary nor capricious and notice of non-renewal is given no later than thirty (30) days following the end of the program.

After three (3) consecutive years' appointment to the same summer school, night school, special program or extra-curricular activity, a full-time tenured employee who is removed from such supplemental position may request a review of the removal by the Superintendent or his/her designee. If the Union is not satisfied with the Superintendent's decision, the Union may submit the grievance to arbitration pursuant to Article 21, Section Six of this Agreement. The arbitrator shall be without power to modify the Superintendent's decision unless the arbitrator finds that such decision was arbitrary.

Section Two.

When qualifications among candidates are relatively equal, seniority shall be the determining factor. Under no circumstances may a junior employee grieve the selection of a senior employee. For the purposes of this section, "qualified" shall be interpreted to mean:

- (a) Possessing the appropriate and requisite certificates and minimum standards to compete for the position; and
- (b) Demonstrated competence and ability to meet the disciplinary standards, rules and regulations of the school, the Vocational Technical School System, the CIAC, the VT League, and/or the State Board of Education.

Section Three.

Nothing in this Article shall require the Board to maintain these positions.

ARTICLE 21
GRIEVANCE AND ARBITRATION PROCEDURE

Section One.

- (a) A Grievance is defined as a complaint that:
 - (1) There has been a violation, misinterpretation or improper application of a specific provision(s) of the Agreement; or
 - (2) An employee has been treated unfairly and/or inequitably by reason of an act or condition which is contrary to established policy or practice governing or affecting employees.
- (b) A Grievant shall mean either:
 - (1) An individual employee:
 - (2) A group of employees having the same grievance; or
 - (3) The Union.
- (c) The term “days” where used in the Article shall mean calendar days, including Saturdays, Sundays and holidays.

Section Two.

The written grievance shall set forth specifically the act(s) or condition(s) giving rise to the grievance and the remedy sought, and in case of a grievance under Section One (a), the contract provision(s) alleged to have been violated, misinterpreted, or improperly applied.

Section Three.

- (a) Prior to lodging any formal grievance, the employee and, if he/she wishes, a Union representative will be encouraged to meet with the School Principal or his/her designee to resolve the complaint. A record of such effort shall be incorporated into any subsequent formal grievance in order to establish that a good-faith effort was made by both parties prior to the lodging of a formal grievance.
- (b) These meetings may be scheduled during the school day provided that they do not disrupt either teaching assignments or the educational process.
- (c) All grievances must be processed through the Union as specified below. However, a bargaining unit member may informally discuss any matter in

his/her interest with his/her supervisor. This is not to be construed as allowing the individual to bargain in any way with his/her supervisor or the administration.

- (d) Should an employee, in exercising his/her rights under (c) above, reach an understanding or agreement with a supervisor, then the understanding or agreement must be consistent with the provisions of this Agreement. Copies of all grievances, correspondence, responses, and final resolution shall be provided to the Union.

Section Four.

- (a) The Union shall be responsible for filing any grievance to the next highest step should the Board or its agents fail to adhere to any time limit described herein.
- (b) Failure by the Union or its agents to appeal a grievance to the next higher step within the described time limit shall constitute a waiver of the grievance.
- (c) These time limits may be extended only by mutual agreement.

Section Five. Grievance Procedure.

- (a) Level 1

A grievance must be filed in the form of written notification to the School Principal or the Assistant Principal no more than thirty (30) days after the grievant knew or reasonably should have known of the grievance. The grievant and the Union representative shall meet with the School Principal or Assistant Principal in an attempt to resolve the grievance. A written response shall be provided to the Union by the Principal or Assistant Principal within ten (10) days of the receipt of the grievance by the Principal.

- (b) Level 1

If a grievance arises from the action of authority higher than a Principal, the Union may present such grievance at Level 2 without going through Level 1 provided a copy of the grievance be provided to the Principal at the time of filing.

- (c) Level 2

Within ten (10) days after the Principal's decision is due, the Union shall have the right to appeal the decision to the Director of Human Resources.

The Director or his/her designee shall meet with the Union and issue a written response within ten (10) days. A brief statement of the reason or reasons for the denial of the grievance shall be included in the response. This, however, shall not limit the Board's defenses in arbitration.

Section Six. Arbitration

Within twenty (20) days from the date the decision of the Director of Human Resources or his/her designee is due, the Union, and not any individual employee(s), may submit the grievance to arbitration, except that an individual employee with tenure may submit to arbitration a grievance involving dismissal.

- (a) Submission to arbitration shall be by letter from the Union to the American Dispute Resolution Center (ADRC) or the American Arbitration Association (AAA) (whichever agency the parties mutually agree to use from time to time) for resolution in accordance with their then current rules. A copy of said letter shall be forwarded to the Superintendent and the Director of Human Resources.
- (b) The arbitration hearing shall be scheduled at a time and place convenient to the parties and shall be conducted under ADRC or AAA rules.
- (c) In any case where the evaluative judgment of management is subject to arbitration, the arbitrator shall not substitute his/her judgment unless the Union can show that management acted arbitrarily or capriciously.
- (d) The Arbitrator's decision shall be final and binding on the parties, provided, however, the submission of a question of substantive arbitrability to an Arbitrator in the first instance shall not be deemed an election or waiver by the State of its right to de novo judicial review over such question. In all other respects the scope of judicial review over arbitrable awards under State law shall not be expanded or diminished by this contract.
- (e) Only disputes over the violation, misinterpretation or improper application of a specific provision or term of this Agreement shall be arbitrable except that among such disputes the following matters shall not be arbitrable:
 - (1) The failure or refusal by the Board to renew the contract of or reappoint a probationary (non-tenured) instructor.
 - (2) Disputes over unsafe working conditions under Article 10, Section Four or unless the State Department of Labor has declined jurisdiction.
 - (3) As limited by Article 9, Section One(c).

- (4) Disputes over promotions under Article 11, Section Four.
- (f) The Arbitrator will be without power or authority to alter, add to, or subtract from the provisions of this Agreement or to make a decision which is violative of or inconsistent with the terms of this Agreement or applicable law.
- (g) Fees and expenses of the Arbitrator shall be borne equally by the parties. Witnesses and grievants necessary to the proceeding and the Union officer or representative presenting the case shall suffer no loss of pay when called to arbitration hearings. Other expenses shall be borne by the party incurring the expenses.
- (h) The parties may agree that any arbitrator who has been previously appointed by the ADRC or AAA and remains mutually acceptable to the parties, be designated to hear a pending matter, if such selection would expedite the resolution process.

Section Seven. Voluntary Facilitation.

In any case wherein the parties have determined that the outstanding issues are such that it is the issue of remedy, rather than the underlying contractual violation that has made resolution difficult, the parties may submit the matter to an agreed upon facilitator/arbitrator, along with a brief statement of the facts and a proposed remedy.

The facilitation shall be scheduled at a time when two or more matters are to be considered. Not later than five (5) days prior to the meeting, the parties shall exchange their submissions. At said meeting, each advocate shall present the argument and underlying reasoning to the facilitator, who shall issue a remedy thereon, within fifteen (15) days of the meeting. Said remedy must be consistent with the agreement.

The parties may elect to utilize this modified appeal process in any other case deemed appropriate or desirable.

Section Eight. Mediation

All employees are encouraged to participate in and make use of the mediation process.

**ARTICLE 22
SENIORITY**

Section One.

The seniority of each employee shall begin on the first day of employment in the

bargaining unit. All leaves of absence will be used in computing the length of service. Time spent in a full-time Durational position shall count toward seniority upon appointment to a permanent position, provided there is no break in service.

Section Two.

Seniority shall be broken when an employee terminates and shall not be restored after a service break. Employees with recall rights are not considered to be terminated under this Section.

Section Three.

Employees with the same beginning date of employment shall have their seniority determined by lot and shall be assigned a “rank” to identify the order of seniority. The individual assigned rank 01 has the greatest seniority among the employees with the same beginning date of employment.

The last four digits of each teacher’s Social Security number is used to determine rank. The tie-breaker is determined by the first of the last four digits, or if the first digits are the same, by the second digit; if needed, the third digit and then the fourth digit are used.

Highest Seniority - 1	6 th Highest Seniority - 7
2 nd Highest Seniority - 0	7 th Highest Seniority - 2
3 rd Highest Seniority - 3	8 th Highest Seniority - 8
4 th Highest Seniority - 9	9 th Highest Seniority - 5
5 th Highest Seniority - 6	10 th Highest Seniority - 4

Section Four.

Administrators returning to the bargaining unit shall be considered to have service for the total number of years that individual served in a position in the bargaining unit, including service prior to the advent of collective bargaining.

Section Five.

The Board shall prepare a system-wide seniority list and make a copy available to the Union by January 1 of each contract year.

**ARTICLE 23
NON-DISCRIMINATION**

Section One.

The parties herein agree that, as required by law, neither shall discriminate against any employee on the basis of race, color, religious creed, sex, age, national origin, ancestry, marital status, sexual orientation, lawful political activity or past/present history of mental disorder, learning disability and physical disability.

The parties agree to work jointly to implement positive and aggressive Affirmative Action programs in order to redress the effects of past discrimination, if any, whether intentional or unintentional, to eliminate present discrimination, if any, to prevent further discrimination and to insure equal opportunity in the application of this Agreement.

**ARTICLE 24
STUDENT DISCIPLINE**

Section One.

- (a) Principals and other members of the Department's management team will support employees in the administration of student discipline, consistent with Department policies regarding student discipline.
- (b) An employee who has a professional disagreement concerning student discipline in any individual case should consult privately with the Principal or other members of the Department's management team outside the scope of the grievance procedure.

**ARTICLE 25
INDEMNIFICATION**

Section One.

The Board shall continue to indemnify persons covered by this Agreement to the extent provided by Sections 4-165 and 10-235 of the Connecticut General Statutes.

Section Two. Assistance in Assault Cases.

Whenever it is alleged that an assault was committed on or by an employee within the scope of his/her employment, the employee and the Board shall cooperate in the investigation of the incident. The State shall provide an attorney or reimbursement of legal fees and costs in accordance with Connecticut General Statutes Section 10-235.

Section Three.

Nursing instructors who direct, supervise, or instruct students who are covered under Connecticut General Statutes Section 10-235 shall also be considered eligible for indemnification under Connecticut General Statutes Section 10-235.

Section Four.

Employees who participate in officially recognized extracurricular activities (approved by the School Principal and Student Council) and who drive buses as part of their regular teaching and/or extracurricular assignments (e.g. production work) are also considered eligible for indemnification under Connecticut General Statutes Section 10-235.

**ARTICLE 26
LABOR MANAGEMENT COMMITTEE**

Section One.

Representatives of the parties shall cooperate in meeting periodically at the request of either party to discuss problems of mutual concern, including professional matters and problems of contract administration. Such meetings are not bargaining sessions. Agreements resulting from such meetings shall be reduced to writing, but shall not be considered contract amendments unless signed by the signatories hereto.

Section Two.

The Labor Management Committee shall discuss means of providing special attention, supportive help and guidance in classroom techniques to the new teacher.

Section Three.

The Labor Management Committee shall discuss the circumstances under which grade(s) entered into a pupil's record may be changed.

**ARTICLE 27
ACADEMIC FREEDOM**

Section One.

The Board affirms the belief that teachers must be free to seek the truth and to teach it without hindrance, keeping in mind always the capabilities and maturity of their students. Teachers are encouraged to develop critical thinking and judgment on the part of their students.

**ARTICLE 28
MISCELLANEOUS**

Section One.

- (a) The parties will share the cost of printing the Agreement in booklet form by a Union Printer.
- (b) Saving Clause

Should any provisions of this Agreement be found unlawful by a court of competent jurisdiction, the remainder of the Agreement shall continue in force. Such provision(s) shall continue in force during any pending appeal unless such continuation has been enjoined.

Section Two.

An employee who intends to resign or retire shall give at least sixty (60) days notice, or not later than March 1 if such resignation or retirement will take place at the end of the school year, unless such resignation or retirement is due to unexpected illness or disability of the employee or the employee's spouse. Notice shall be in writing, to the Superintendent. Note: for 2004 only, the notice date shall be May 7 rather than March 1.

**ARTICLE 29
LEGISLATIVE ACTION**

Section One.

The cost items contained in this Agreement and the provisions of this Agreement which supersede pre-existing statutes shall not become effective unless or until legislation approval has been granted pursuant to Connecticut General Statutes Section 5-278. The Board shall request such approval as required by law. If the Legislature rejects such request as a whole, the parties shall return to the bargaining table.

**ARTICLE 30
SUPERSEDEENCE**

Section One.

This Agreement shall be construed as superseding any prior statute, rule, regulation, administrative directive or order directly in conflict therewith, provided, however, when only a part thereof is in conflict with the Agreement, the Agreement shall not be deemed

a preemption of the entire subject matter.

ARTICLE 31 BARGAINING WAIVER AND EXCEPTIONS

Section One.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, except as noted below, for the duration of this Agreement the Board and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subjects or matters referred to or covered by this Agreement or which may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section Two.

Notwithstanding the above, with respect to existing system-wide practices arising on or after July 1, 1977 and not conflicting with this Agreement involving wages, hours, and conditions of employment, prior to implementing any revision, the Board will bargain with the Union.

Section Three.

The terms of this Agreement prevail over conflicting policies adopted or maintained by any administrator.

ARTICLE 32 NO STRIKES - NO LOCKOUTS

Section One.

During the life of this Agreement, neither the Union nor any employee shall engage in any strike or concerted withholding of services. The Union shall use its best efforts to prevent or terminate any violation of this Section. During the life of this Agreement, the employer agrees there shall be no lockout.

**ARTICLE 33
STABILITY OF THE BARGAINING UNIT**

Section One.

- (a) The State shall not place substitute teachers into vacant positions except:
 - (1) that substitutes may be utilized during the posting and hiring process to fill said vacant positions and to fill in for employees on approved leaves of absence lasting for less than six (6) months.
 - (2) The State may, when necessary, use substitutes when no qualified (i.e., licensed or certifiable) instructor is available to fill a position.
- (b) The State shall attempt to hire Durational employees to fill the positions of people on leaves of absence for longer than six (6) months. Such Durational employees shall have a definite starting and ending date and shall be paid in accordance with contract provisions.
- (c) When there is a vacancy which the Board intends to fill, a good faith effort shall be made to complete the selection process within ninety (90) days.

**ARTICLE 34
CONTRACT COVERAGE**

The parties agree that the terms of this Agreement apply only to full-time employees.

Part-time employees, Durational employees and substitutes shall be covered by the terms of the Supplemental Agreement which is attached hereto.

**ARTICLE 35
DURATION**

This Agreement is effective on legislative approval and shall expire on August 31, 2007.

The provisions of C.G.S. 5-270 et seq. and related regulations notwithstanding, the next window period shall be not earlier than August, 2006.

MEMORANDUM OF UNDERSTANDING

The Department does not intend to exceed seven (7) periods per day; however, it may be necessary to increase the length of the periods.

MEMORANDUM OF UNDERSTANDING

Accruals and Charges - Sick Leave and Personal Leave.

Teachers shall continue to accrue and utilize sick and personal leave on the basis of a “day” being defined as seven (7) hours. (This definition of a “day” as seven (7) hours is solely for the purpose of handling leave accruals and usage.) Teachers shall continue to accrue 10.5 hours of sick leave per month (excluding July and August) and 21 hours of personal leave per year. This will eliminate the need to adjust previous balances and future accruals. Time off should be scheduled in minimum increments of fifteen (15) minutes.

For a full day’s absence, the charge is seven (7) hours, regardless of whether the actual hours are less than normal (as in a late opening or early closing due to weather or a scheduled legal day) or more than normal (as on a day when a fifty-minute faculty meeting is scheduled).

- a. If weather or other circumstances necessitate an early closing before 240 minutes of actual student instruction, this is not a legal day, and no charge is made to an absent employee’s leave balances.
- b. If a prior arrangement has been made to work the normal day and return to work for an evening activity (such as Open House on Thursday coupled with a legal day the following day (Article 6, Section Two (b)), the absent employee is charged one day. The employee’s absence for the evening activity is dealt with by requiring the employee to work the normal full day schedule the following day, or treating the absence at the evening activity as a partial day absence on the following day.

Partial Day Absences.

For other than full day absences, the formula for calculating the appropriate charge to leave balances is as follows:

$$\frac{\text{\# hours the teacher is absent (excluding 20 minute lunch)}}{\text{\# of work hours on that particular day (excluding 20 minute lunch)}} \times 7 \text{ hours}$$

When a teacher works part of a day and is absent for the rest of that day, apply the above formula to determine the appropriate charge to sick or personal leave. This will ensure that the pro-rata charge that is made equals the payment that is received. The following examples cover the most common situations.

EXAMPLES:

Late Opening – Partial Absence

Example: Due to snowstorm, school is delayed one hour. A teacher works but has to leave 1 hour early for a medical appointment that can't be scheduled after work.

$$\frac{1 \text{ hour}}{6 \text{ hours } 10 \text{ minutes}} \times 7 \text{ hours} =$$

$$\frac{1 \text{ hour}}{6.1667 \text{ hours}} \times 7 \text{ hours} = 1.1351 \text{ hours}$$

= 1 hour 8 minutes charged to SP

Normal Day – Partial Absence

Example: Same scenario as above, but without delayed opening.

$$\frac{\begin{array}{l} \# \text{ hours the teacher is absent} \\ \text{(excluding 20 minute lunch)} \end{array}}{\begin{array}{l} \# \text{ of work hours on that particular day} \\ \text{(excluding 20 minute lunch)} \end{array}} \times 7 \text{ hours}$$

$$\frac{1 \text{ hour}}{7 \text{ hours } 10 \text{ minutes}} \times 7 \text{ hours} =$$

$$\frac{1 \text{ hour}}{7.1667 \text{ hours}} \times 7 \text{ hours} = .9767 \text{ hours}$$

= 59 minutes charged to SP

Legal Day – Partial Absence

Example: There is a pre-scheduled legal day with faculty and students scheduled to be released after 4-1/2 hours. An instructor gets a call that the pipes have burst at home and the basement flooding; the instructor asks to leave and charge the time to personal leave; the instructor leave after having worked 45 minutes.

$$\begin{array}{r}
 \# \text{ hours the teacher is absent (excluding 20 minute lunch)} \\
 \hline
 \# \text{ of work hours on that particular day} \\
 \text{(excluding 20 minute lunch)} \\
 \\
 3 \text{ hours 45 minutes} \\
 \hline
 4 \text{ hours 30 minutes} \\
 \\
 3.75 \text{ hours} \\
 \hline
 4.5 \text{ hours} \\
 \\
 \text{X 7 hours} \\
 \text{X 7 hours} \\
 \text{X 7 hours} \\
 \text{X 7 hours} \\
 \\
 = 5 \text{ hours 50 minutes charged to PL}
 \end{array}$$

Normal Day – Partial Absence

Example: Same scenario as above except on a normal 7-1/2 hour day.

$$\begin{array}{r}
 \# \text{ hours the teacher is absent (excluding 20 minute lunch)} \\
 \hline
 \# \text{ of work hours on that particular day} \\
 \text{(excluding 20 minute lunch)} \\
 \\
 6 \text{ hours 25 minutes} \\
 \hline
 7 \text{ hours 10 minutes} \\
 \\
 6.4167 \text{ hours} \\
 \hline
 7.1667 \text{ hours} \\
 \\
 \text{X 7 hours} \\
 \text{X 7 hours} \\
 \text{X 7 hours} \\
 \text{X 7 hours} \\
 \\
 = 6 \text{ hours 16 minutes charged to PL}
 \end{array}$$

Normal Day Plus 50 Minute Meeting – Partial Absence

Example: On a normal 7-1/2 hour day, the Principal schedules a fifty-minute meeting. An instructor's car breaks down and he is 1 hour and 15 minutes late for work.

hours the teacher is absent
(excluding 20 minute lunch)

X 7 hours

of work hours on that particular day
(excluding 20 minute lunch)

1 hour 15 minutes

X 7 hours =

8 hours

1.25 hours

X 7 hours = 1.0938 hours

8 hours

= 1 hour 6 minutes charged to PL

If a legal day is scheduled for students, but the instructors are scheduled to stay for a meeting or professional development, it is a full day for instructors.

MEMORANDUM OF UNDERSTANDING

SCOPE AGREEMENT IMPLEMENTATION

- 1.) Payplan Anomalies. Employees on the master list of individuals who were negatively impacted by the payplan anomalies caused by the implementation of the 1992 JOE settlement shall receive a \$1000 premium payment on or about December 1 of each year, beginning in 1996, provided the employee is still employed by the employer in the bargaining unit as of September 1, 1996. Said participants shall continue to receive said premium until:
 - a.) promotion from the affected position(s), or
 - b.) separation from the bargaining unit.
- 2.) Effective August 30, 1996, employees in Group 1 Step 1 and Group 1 Step 2 shall move to Group 1 Step 3 (\$32,265); employees in Group 2 Step 1 shall move to Group 2 Step 2 (\$34,906). Employees who receive a SCOPE adjustment as outlined above shall also be entitled to a step raise (annual increment) on January 17, 1997. Employees who were at the maximum (Step 11) of Groups 1 and 2 prior to August 30, 1996 shall move to Step 12 of the appropriate group on January 17, 1997 and shall move to Step 13 of the appropriate group on July 4, 1997.
- 3.) Salary adjustments for stipend positions shall be as listed in Appendix B. The SCOPE adjustment is enhanced as specified in the Supplemental Agreement Article 3, Section One, and listed in Appendix B.

**SUPPLEMENTAL AGREEMENT COVERING
SUBSTITUTES, PART-TIME EMPLOYEES,
DURATIONAL EMPLOYEES, COACHES AND
ADVISORS**

**SUPPLEMENTAL AGREEMENT ARTICLE 1
RECOGNITION**

Section One.

The Board recognizes the State Vocational Federation of Teachers, Local 4200a, American Federation of Teachers, AFL-CIO as the exclusive bargaining agent for employees in positions covered by the certification issued by the State Board of Labor Relations in Decision No. 2332-A (1984).

Section Two.

The following categories of employees are covered by this Supplemental Agreement:

- (a) Daily substitutes;
- (b) Part-time employees paid on an hourly basis, who are employed in summer school, evening school, shared time and other special programs;
- (c) Regularly scheduled part-time employees paid on an hourly basis and employed in the regular day program;
- (d) Durational employees;
- (e) Employees paid a stipend for work as a coach or advisor.

Section Three.

For each employee covered by this Agreement and on the biweekly payroll, the Board shall deduct an agency fee payment from each biweekly paycheck during the school year. The amount of the biweekly deduction shall be established by the Union and shall remain constant for the full school year. The Union shall give written notice of the amount of the agency fee for the coming year not later than July 15, to the Personnel Department and the Office of the State Comptroller.

The amount of agency fees deducted, and a list of employees for whom deductions were made, shall be remitted to the Union within fifteen (15) days after the payroll period in which such deductions are made.

The Union shall indemnify and hold the Board harmless for any liability or damages incurred by the Board as a result of payroll deduction of agency service fees.

**SUPPLEMENTAL AGREEMENT ARTICLE 2
BOARD PREROGATIVES**

The provisions of Article 2 of the Agreement covering full-time employees are incorporated herein by reference.

**SUPPLEMENTAL AGREEMENT ARTICLE 3
SALARIES**

Section One.

Effective with the 2004-2005 school year, all regularly scheduled part-time employees who teach in the regular day program shall be paid a prorated portion of the full-time salary for VS 01, Step 3.

The hourly rates for all other part-time employees are set forth in Appendix B.

The stipends for athletic coordinators, coaches and advisors are set forth in Appendix D.

Section Two.

Salary payment for employees covered by this Supplemental Agreement shall be made as follows:

- (a) Substitutes - bi-weekly;
- (b) Hourly part-time employees - bi-weekly;
- (c) Durational employees - bi-weekly;
- (d) Coaches and advisors -
 - (1) Fall sports in November;
 - (2) Winter sports in March;
 - (3) Spring sports in June;
 - (4) Seasonal activities as above;
 - (5) Year-long activities in two (2) equal payments in January and June.

**SUPPLEMENTAL AGREEMENT ARTICLE 4
FRINGE BENEFITS**

Section One.

All employees covered by this Agreement shall be covered by workers' compensation.

Section Two.

Regularly scheduled part-time employees who work seventeen and one-half (17.5) hours or more per week shall receive on a pro-rata basis the paid medical and life insurance which is provided to full-time employees pursuant to Article 4, Section Two (a) of the Agreement concerning full-time employees. Such employees also shall receive five (5) days of paid sick leave each school year which shall be credited two and one-half (2.5) days on September 1 and two and one-half (2.5) days on January 1.

If an employee holds two part-time positions in the regular day school program, the employee's hours in such program shall be aggregated for the purpose of determining eligibility for fringe benefits under this Section.

Durational employees who are appointed to positions established for six months or more shall receive medical, dental and life insurance on the same basis as other full-time employees. In addition, they shall receive paid sick leave pursuant to Article 4, Section Four of the Agreement concerning full-time employees.

Full-time Durational employees shall be eligible for personal leave days on the same basis as regular full-time employees.

Section Three.

The terms and conditions of employee retirement benefits have been negotiated separately on a coalition basis by the state with all state employee unions and shall continue under the terms of that agreement.

**SUPPLEMENTAL AGREEMENT ARTICLE 5
WORKING CONDITIONS**

Section One.

The work day and work year for full-time Durational employees shall be the same as for other full-time employees as outlined in Article 6 of the Agreement governing full-time employees.

The work hours of regularly scheduled part-time employees shall be scheduled in accordance with Article 6, Section Two (a) (2) of the Agreement governing full-time employees.

Section Two.

Regularly scheduled part-time employees who work seventeen and one-half (17.5) hours or more per week and who have more than four (4) years of continuous service in the Vocational-Technical School System, shall not be discharged except for just cause. For purposes of this Agreement, the failure to rehire or renew the contract of employment of a part-time teacher for the following school year shall not be considered a discharge provided that notice of non-renewal is given prior to June 1. A layoff of a regularly scheduled part-time employee pursuant to Article 11 of this Agreement shall not be considered a dismissal.

Section Three.

A durational or regularly scheduled part-time employee shall be required to attend the same orientation prior to the start of school as is required of full-time employees. There shall be no additional compensation for such attendance for a full-time salaried durational employee.

**SUPPLEMENTAL AGREEMENT ARTICLE 6
PUPIL LOAD AND CLASS COVERAGE**

Section One.

The pupil load for Durational and regularly scheduled part-time employees shall be governed by Article 7, Section One of the Agreement concerning full-time employees.

Section Two.

Regularly scheduled part-time employees are eligible for class coverage assignments pursuant to Article 7 of the Agreement concerning full-time employees provided that such assignments do not conflict in whole or in part with their part-time responsibilities. Such coverage shall not be calculated for any purpose including but not limited to determination of the 17.5 hour threshold for receiving pro rata benefits and seniority credit. Payment shall be as provided in Section Three below.

Section Three.

Regularly scheduled part-time employees are eligible for substituting assignments which do not conflict in whole or in part with their part-time responsibilities. Such substitution shall not be calculated for any purpose including but not limited to determining the 17.5 hour threshold for receiving pro rata benefits or seniority credit. Payment shall be at the

rate of pay for daily substitutes, provided the coverage is for a full day and the employee was not scheduled for regular part-time service.

If the part-time employee works the full day as a substitute, payment shall be at the substitute rate. If the part-time employee has worked a partial day as part of his/her regular schedule and then works additional time as a substitute or to provide class coverage, he/she shall be compensated at his/her hourly rate.

SUPPLEMENTAL AGREEMENT ARTICLE 7 FACILITIES, SECURITY AND SAFETY

The provisions of Article 10 of the Agreement covering full-time employees are applicable to employees covered by this Agreement and are hereby incorporated by reference.

SUPPLEMENTAL AGREEMENT ARTICLE 8 IEP DEVELOPMENT AND PPT CONFERENCES

The provisions of Article 16 of the Agreement covering full-time employees are applicable to Durational and regularly scheduled part-time employees and to that extent are incorporated herein by reference.

SUPPLEMENTAL AGREEMENT ARTICLE 9 SUMMER SCHOOL, NIGHT SCHOOL, SPECIAL PROGRAMS AND EXTRACURRICULAR ACTIVITIES

Section One.

Summer school and special program positions shall be posted annually. Other positions shall be posted only when a vacancy is available due to the resignation, non-renewal or discharge of the incumbent. In general, vacancies occurring in these programs shall be posted by the end of May. The posting period shall be seven (7) calendar days.

- (a) Vacancies in the programs will be posted at the school at which they occur and notice of a vacancy at one school shall be distributed to other schools and satellites by facsimile, e-mail or other electronic means.
- (b) The posting will include a list of positions, qualifications, and the procedure for applying.
- (c) These positions will be filled, if possible, from applicants within each school.

- (d) Only where no full-time bargaining unit members apply will the Board appoint a non-bargaining unit candidate.

An incumbent in a summer school, night school, special program or extracurricular activity may be removed during the term of an appointment for cause. The failure to rehire or renew the appointment of an incumbent in one of these positions for the next term shall not require cause provided that the reason for removal is neither arbitrary nor capricious and notice of non-renewal is given no later than thirty (30) days following the end of the program.

After three (3) consecutive years' appointment to the same summer school, night school, special program or extra-curricular activity, a full-time tenured employee who is removed from each supplemental position may request a review of the removal by the Superintendent or his/her designee.

Section Two.

Only candidates certified or qualified for a particular position shall be hired.

For the purposes of this section, "qualified" shall be interpreted to mean:

- (a) Possessing the appropriate and requisite certificates and minimum standards to compete for the position; and
- (b) Demonstrated competence and ability to meet the disciplinary standards, rules and regulations of the school, the Vocational Technical School System, the CIAC, the VT League, and/or the State Board of Education.

Section Three.

Nothing in this Article shall require the Board to maintain these positions.

**SUPPLEMENTAL AGREEMENT ARTICLE 10
GRIEVANCE AND ARBITRATION PROCEDURE**

Section One.

A grievance is defined as a complaint that there has been a violation, misinterpretation or improper application of a specific provision(s) of this Supplemental Agreement.

Section Two.

A grievance under this Supplemental Agreement shall be processed in the same manner as provided by Article 21, Sections Two through Seven of the Agreement covering full-

time employees and to that extent the provisions of Article 21, Sections Two through Seven are incorporated herein by reference.

SUPPLEMENTAL AGREEMENT ARTICLE 11 SENIORITY

Section One.

Regularly scheduled part-time employees shall accrue pro rata seniority calculated on the number of hours and/or number of days scheduled during the school year. No other employees covered by this Supplemental Agreement shall accrue seniority.

Section Two.

Seniority shall be accrued for regularly scheduled part-time employees for the sole purpose of determining order of layoff among such regularly scheduled part-time employees at a particular vocational-technical school.

In the event of a layoff at a school, regularly scheduled part-time employees shall be laid off in order of inverse seniority (as defined in this Section) in the employee's current teaching assignment.

A regularly-scheduled part-time employee paid on an hourly basis and employed in the regular day program facing layoff shall have priority consideration for any regularly-scheduled part-time vacancy in the regular day program for which he/she is properly certified. If no such vacancy exists, the individual facing layoff may bump the least senior regularly-scheduled part-time employee in the system in his/her current teaching area in the regular day program, provided he/she possesses the appropriate certification.

Nothing in this Article shall be deemed to preclude or restrict the Superintendent from exercising his/her rights as specified in Supplemental Agreement Article 5, Section Two.

SUPPLEMENTAL AGREEMENT ARTICLE 12 NON-DISCRIMINATION

The provisions of Article 23 of the Agreement covering full-time employees are applicable to employees covered by this Supplemental Agreement and incorporated herein by reference.

SUPPLEMENTAL AGREEMENT ARTICLE 13 STUDENT DISCIPLINE

The provisions of Article 24 of the Agreement covering full-time employees are

applicable to employees covered by this Supplemental Agreement and are incorporated herein by reference.

**SUPPLEMENTAL AGREEMENT ARTICLE 14
INDEMNIFICATION**

The provisions of Article 25 of the full-time Agreement are applicable to employees covered by this Supplemental Agreement and are incorporated herein by reference.

**SUPPLEMENTAL AGREEMENT ARTICLE 15
ACADEMIC FREEDOM**

The provisions of Article 27 of the full-time Agreement are applicable to employees covered by this Supplemental Agreement and are incorporated herein by reference.

**SUPPLEMENTAL AGREEMENT ARTICLE 16
MISCELLANEOUS**

The provisions of Article 28 of the Agreement covering full-time employees are applicable to this Supplemental Agreement and are incorporated herein by reference.

**SUPPLEMENTAL AGREEMENT ARTICLE 17
LEGISLATIVE ACTION**

The provisions of Article 29 of the Agreement covering full-time employees are applicable to this Supplemental Agreement and are incorporated herein by reference.

**SUPPLEMENTAL AGREEMENT ARTICLE 18
SUPERSEDEANCE**

The provisions of Article 30 of the Agreement covering full-time employees are applicable to this Supplemental Agreement and are incorporated herein by reference.

**SUPPLEMENTAL AGREEMENT ARTICLE 19
BARGAINING WAIVER AND EXCEPTIONS**

The provisions of Article 31, Sections Two and Three of the Agreement covering full-time employees are applicable to this Supplemental Agreement and are incorporated herein by reference.

**SUPPLEMENTAL AGREEMENT ARTICLE 20
NO STRIKES - NO LOCKOUTS**

The provisions of Article 32 of the Agreement covering full-time employees are applicable to this Supplemental Agreement and are incorporated herein by reference.

**SUPPLEMENTAL AGREEMENT ARTICLE 21
SALARIES**

Full-time Durational employees shall be paid in accordance with Appendix A.

Stipend part-time employees shall be paid in accordance with Appendix B.

Except as provided in Article 3 of this Supplemental Agreement, all other part-time employees shall be paid in accordance with Appendix D.

Daily substitutes shall be paid in accordance with Appendix F.

**SUPPLEMENTAL AGREEMENT ARTICLE 22
DURATION**

This Agreement is effective on legislative approval and shall expire on August 31, 2007.

The provisions of C.G.S. 5-270 et seq. and related regulations notwithstanding, the next window period shall be not earlier than August, 2006.

APPENDIX A
SALARY PLACEMENT ON CHANGE IN STATUS

1. When an employee has received his/her professional certificate which would entitle him/her to move to a higher salary group, step placement pursuant to said movement shall be calculated by adding the amount of the average annual increment of the higher salary group to the employee's current annual salary and placing him/her on that step in the higher salary group which is at least equal to that amount. The new salary rate will remain in effect through the end of the school year; there will be no decrease in the summer (pro-rata) pay to reflect the school days worked at the lower rate.

The effective date of the increase shall be the start of the pay period on or after the date the professional certificate is effective provided the employee immediately provides a copy of the professional certificate to the School Principal. If the employee delays in providing a copy of the professional certificate to the School Principal, the effective date of the increase shall be the start of the pay period following delivery of the certificate to the Principal.

2. An instructor who is promoted to Department Head shall be placed on that step in the higher salary group which is an increase of at least the amount of the average annual increment of the higher salary group.

3. When an employee transfers to a classification in a lower salary group in lieu of layoff, step placement shall be by the round-down method, i.e. the employee is placed at that step in the lower salary group which is closest to but not more than the annual salary he/she was receiving immediately prior to the effective date of the transfer.

4. When an employee moves, voluntarily or involuntarily for disciplinary reasons, to a classification in a lower salary group, he/she shall be placed on that step in the lower salary group which is arrived at by subtracting the average annual increment of the higher salary group from the employee's annual salary immediately prior to the effective date of the transfer and placing him/her on the step closest to but not more than the resulting figure. Examples: 1) An employee with a professional certificate in his/her teaching area applies for and is granted a transfer to a different teaching area where he/she has a provisional certificate. 2) A department head applies for and is granted a transfer to an instructor position. 3) An employee is involuntarily transferred to a different teaching area or demoted from department head to instructor for disciplinary reasons.

5. When an instructor is administratively (involuntarily) transferred to another school and is required to teach a different subject or when an instructor is reassigned in the same school and a change in subject is involved and such administrative transfer or reassignment is unrelated to a reduction in force, transfer in lieu of layoff or discipline, no salary reduction shall occur if the instructor had a professional certificate in the former subject area and an initial or provisional certificate in the new subject area.

6. Attainment of a professional certificate shall not entitle an initial educator to be

slotted as a professional educator unless the professional certificate is in the area in which such employee is currently teaching.

7. For purposes of lateral or administrative transfer, no differentiation will be made based solely on whether an applicant has an initial, provisional or a professional certificate.

8. Salary paid during the summer shall be at the bi-weekly rate in effect at that time; there will be no decrease in the summer (pro-rata) pay to reflect the days worked at a lower rate, during the same school year.

APPENDIX A

SALARY SCHEDULE FOR FULL-TIME TEACHERS

EFFECTIVE 9/01/03

<u>PAY PLAN</u>	<u>STEP</u>	<u>ANNUAL</u>	<u>BIWKLY</u>	<u>PER DIEM</u>	<u>HOURLY</u>
VS 01	03	39,618	1,517.94	210.74	30.11
VS 01	04	41,760	1,600.00	222.13	31.74
VS 01	05	43,905	1,682.19	233.54	33.37
VS 01	06	46,050	1,764.37	244.95	35.00
VS 01	07	48,193	1,846.48	256.35	36.63
VS 01	08	50,338	1,928.66	267.76	38.26
VS 01	09	52,480	2,010.73	279.15	39.88
VS 01	10	54,624	2,092.88	290.56	41.51
VS 01	11	56,768	2,175.02	301.96	43.14
VS 01	12	58,913	2,257.21	313.37	44.77
VS 01	13	61,058	2,339.39	324.78	46.40
VS 02	02	42,860	1,642.15	227.98	32.57
VS 02	03	45,313	1,736.14	241.03	34.44
VS 02	04	47,764	1,830.04	254.07	36.30
VS 02	05	50,218	1,924.07	267.12	38.16
VS 02	06	52,671	2,018.05	280.17	40.03
VS 02	07	55,122	2,111.96	293.21	41.89
VS 02	08	57,575	2,205.94	306.25	43.75
VS 02	09	60,029	2,299.97	319.31	45.62
VS 02	10	62,480	2,393.87	332.35	47.48
VS 02	11	64,933	2,487.86	345.39	49.35
VS 02	12	66,511	2,548.32	353.79	50.55
VS 02	13	68,086	2,608.66	362.16	51.74
VS 03	01	46,664	1,787.90	248.22	35.46
VS 03	02	49,495	1,896.37	263.28	37.62
VS 03	03	52,326	2,004.83	278.33	39.77
VS 03	04	55,157	2,113.30	293.39	41.92
VS 03	05	57,988	2,221.77	308.45	44.07
VS 03	06	60,818	2,330.20	323.50	46.22
VS 03	07	63,651	2,438.74	338.57	48.37
VS 03	08	66,481	2,547.17	353.63	50.52
VS 03	09	69,312	2,655.64	368.69	52.67
VS 03	10	72,145	2,764.18	383.75	54.83
VS 03	11	74,975	2,872.61	398.81	56.98

APPENDIX A

SALARY SCHEDULE FOR FULL-TIME TEACHERS

EFFECTIVE 9/01/04

<u>PAY PLAN</u>	<u>STEP</u>	<u>ANNUAL</u>	<u>BIWKLY</u>	<u>PER DIEM</u>	<u>HOURLY</u>
VS 01	03	40,807	1,563.49	217.06	31.01
VS 01	04	43,013	1,648.01	228.80	32.69
VS 01	05	45,222	1,732.65	240.55	34.37
VS 01	06	47,432	1,817.32	252.30	36.05
VS 01	07	49,639	1,901.88	264.04	37.72
VS 01	08	51,848	1,986.52	275.79	39.40
VS 01	09	54,054	2,071.04	287.53	41.08
VS 01	10	56,263	2,155.68	299.28	42.76
VS 01	11	58,471	2,240.27	311.02	44.44
VS 01	12	60,680	2,324.91	322.77	46.11
VS 01	13	62,890	2,409.58	334.53	47.79
VS 02	02	44,146	1,691.42	234.82	33.55
VS 02	03	46,672	1,788.20	248.26	35.47
VS 02	04	49,197	1,884.95	261.69	37.39
VS 02	05	51,725	1,981.81	275.14	39.31
VS 02	06	54,251	2,078.59	288.57	41.23
VS 02	07	56,776	2,175.33	302.00	43.15
VS 02	08	59,302	2,272.11	315.44	45.07
VS 02	09	61,830	2,368.97	328.89	46.99
VS 02	10	64,354	2,465.68	342.31	48.91
VS 02	11	66,881	2,562.50	355.75	50.83
VS 02	12	68,506	2,624.76	364.40	52.06
VS 02	13	70,129	2,686.94	373.03	53.29
VS 03	01	48,064	1,841.54	255.66	36.53
VS 03	02	50,980	1,953.26	271.18	38.74
VS 03	03	53,896	2,064.99	286.69	40.96
VS 03	04	56,812	2,176.71	302.20	43.18
VS 03	05	59,728	2,288.43	317.71	45.39
VS 03	06	62,643	2,400.12	333.21	47.61
VS 03	07	65,561	2,511.92	348.73	49.82
VS 03	08	68,475	2,623.57	364.23	52.04
VS 03	09	71,391	2,735.29	379.74	54.25
VS 03	10	74,309	2,847.09	395.27	56.47
VS 03	11	77,224	2,958.78	410.77	58.69

APPENDIX A

SALARY SCHEDULE FOR FULL-TIME TEACHERS

EFFECTIVE 9/01/05

<u>PAY PLAN</u>	<u>STEP</u>	<u>ANNUAL</u>	<u>BIWKLY</u>	<u>PER DIEM</u>	<u>HOURLY</u>
VS 01	03	42,031	1,610.39	223.57	31.94
VS 01	04	44,303	1,697.44	235.66	33.67
VS 01	05	46,579	1,784.64	247.77	35.40
VS 01	06	48,855	1,871.84	259.87	37.13
VS 01	07	51,128	1,958.93	271.96	38.86
VS 01	08	53,403	2,046.10	284.06	40.58
VS 01	09	55,676	2,133.19	296.15	42.31
VS 01	10	57,951	2,220.35	308.25	44.04
VS 01	11	60,225	2,307.48	320.35	45.77
VS 01	12	62,500	2,394.64	332.45	47.50
VS 01	13	64,777	2,481.88	344.56	49.23
VS 02	02	45,470	1,742.15	241.87	34.56
VS 02	03	48,072	1,841.84	255.71	36.53
VS 02	04	50,673	1,941.50	269.54	38.51
VS 02	05	53,277	2,041.27	283.39	40.49
VS 02	06	55,879	2,140.96	297.23	42.47
VS 02	07	58,479	2,240.58	311.06	44.44
VS 02	08	61,081	2,340.27	324.90	46.42
VS 02	09	63,685	2,440.04	338.75	48.40
VS 02	10	66,285	2,539.66	352.58	50.37
VS 02	11	68,887	2,639.35	366.43	52.35
VS 02	12	70,561	2,703.49	375.33	53.62
VS 02	13	72,233	2,767.55	384.22	54.89
VS 03	01	49,506	1,896.79	263.33	37.62
VS 03	02	52,509	2,011.84	279.31	39.91
VS 03	03	55,513	2,126.94	295.29	42.19
VS 03	04	58,516	2,242.00	311.26	44.47
VS 03	05	61,520	2,357.09	327.24	46.75
VS 03	06	64,522	2,472.11	343.21	49.03
VS 03	07	67,528	2,587.28	359.20	51.32
VS 03	08	70,529	2,702.27	375.16	53.60
VS 03	09	73,533	2,817.36	391.14	55.88
VS 03	10	76,538	2,932.50	407.12	58.16
VS 03	11	79,541	3,047.55	423.10	60.45

APPENDIX A

SALARY SCHEDULE FOR FULL-TIME TEACHERS

EFFECTIVE 9/01/06

<u>PAY PLAN</u>	<u>STEP</u>	<u>ANNUAL</u>	<u>BIWKLY</u>	<u>PER DIEM</u>	<u>HOURLY</u>
VS 01	03	43,292	1,658.70	230.28	32.90
VS 01	04	45,632	1,748.36	242.73	34.68
VS 01	05	47,976	1,838.17	255.20	36.46
VS 01	06	50,321	1,928.01	267.67	38.24
VS 01	07	52,662	2,017.71	280.12	40.02
VS 01	08	55,005	2,107.48	292.58	41.80
VS 01	09	57,346	2,197.17	305.04	43.58
VS 01	10	59,690	2,286.98	317.50	45.36
VS 01	11	62,032	2,376.71	329.96	47.14
VS 01	12	64,375	2,466.48	342.43	48.92
VS 01	13	66,720	2,556.33	354.90	50.70
VS 02	02	46,834	1,794.41	249.12	35.59
VS 02	03	49,514	1,897.09	263.38	37.63
VS 02	04	52,193	1,999.74	277.63	39.67
VS 02	05	54,875	2,102.50	291.89	41.70
VS 02	06	57,555	2,205.18	306.15	43.74
VS 02	07	60,233	2,307.78	320.39	45.77
VS 02	08	62,913	2,410.46	334.65	47.81
VS 02	09	65,596	2,513.26	348.92	49.85
VS 02	10	68,274	2,615.87	363.16	51.88
VS 02	11	70,954	2,718.55	377.42	53.92
VS 02	12	72,678	2,784.60	386.59	55.23
VS 02	13	74,400	2,850.58	395.75	56.54
VS 03	01	50,991	1,953.68	271.23	38.75
VS 03	02	54,084	2,072.19	287.69	41.10
VS 03	03	57,178	2,190.73	304.14	43.45
VS 03	04	60,271	2,309.24	320.60	45.80
VS 03	05	63,366	2,427.82	337.06	48.16
VS 03	06	66,458	2,546.29	353.50	50.50
VS 03	07	69,554	2,664.91	369.97	52.86
VS 03	08	72,645	2,783.34	386.41	55.21
VS 03	09	75,739	2,901.88	402.87	57.56
VS 03	10	78,834	3,020.46	419.33	59.91
VS 03	11	81,927	3,138.97	435.79	62.26

APPENDIX B

**COMPENSATION SCHEDULE FOR ATHLETIC COORDINATOR
AND COACHES AND ADVISORS**

COACH/ADVISOR <u>ACTIVITY</u>	2003-2004 <u>STIPEND</u>	2004-2005 <u>STIPEND</u> (3%)	2005-2006 <u>STIPEND</u> (3%)	2006-2007 <u>STIPEND</u> (3%)
Athletic Coordinator	6,417	6,610	6,808	7,012
Baseball Assistant Coach	2,900	2,987	3,077	3,169
Baseball Head Coach	4,507	4,642	4,781	4,924
Basketball Assistant Coach	3,648	3,757	3,870	3,986
Basketball Freshman Coach	2,470	2,544	2,620	2,699
Basketball Head Coach	5,579	5,746	5,918	6,096
Cheerleading Coach	2,470	2,544	2,620	2,699
Cross Country Coach	2,900	2,987	3,077	3,169
Football Assistant Coach	3,973	4,092	4,215	4,341
Football Head Coach	6,333	6,523	6,719	6,921
Freshman Football Coach	2,470	2,544	2,620	2,699
Golf Coach	2,900	2,987	3,077	3,169
Rifle Coach	2,900	2,987	3,077	3,169
Soccer Assistant Coach	2,684	2,765	2,848	2,933
Soccer Freshman Coach	2,470	2,544	2,620	2,699
Soccer Head Coach	3,648	3,757	3,870	3,986
Softball Assistant Coach	2,900	2,987	3,077	3,169
Softball Head Coach	4,507	4,642	4,781	4,924
Tennis Coach	2,900	2,987	3,077	3,169
Track Assistant Coach	2,684	2,765	2,848	2,933
Track Head Coach	3,973	4,092	4,215	4,341
Volleyball Asst Coach	2,684	2,765	2,848	2,933
Volleyball Head Coach	3,648	3,757	3,870	3,986
Wrestling Asst Coach	2,575	2,652	2,732	2,814
Wrestling Head Coach	2,900	2,987	3,077	3,169

Freshman Class Advisor	644	663	683	703
Sophomore Class Advisor	753	776	799	823
Junior Class Advisor	1,292	1,331	1,371	1,412
Senior Class Advisor	1,825	1,880	1,936	1,994
Pro-Tech Facilitator	2,684	2,765	2,848	2,933
Student Council Advisor	2,900	2,987	3,077	3,169
VICA Advisor	1,400	1,442	1,485	1,530
Yearbook Advisor	2,900	2,987	3,077	3,169
National Honor Society Advisor	None	309	318	328

Stipend for CDL

Any coach or athletic coordinator who maintains a Commercial Driver's License (CDL) and transports students to/from athletic events in a vehicle requiring a CDL have a ten percent (10%) bonus added to the stipend paid to that coach or athletic director under this Appendix. This bonus is not in lieu of other compensation paid for driving to/from athletic events. An Instructor who receives more than one stipend shall nevertheless receive one bonus payment per school year based on the highest stipend received; five percent (5%) for the second highest stipend; and three percent (3%) for the lowest stipend, if applicable.

APPENDIX C

LONGEVITY SCHEDULE

Payable semi-annually in October and April:

\$175 after ten (10) years

\$350 after fifteen (15) years

\$525 after twenty (20) years

\$700 after twenty-five (25) years

APPENDIX D

HOURLY RATES - NIGHT SCHOOL, SUMMER SCHOOL, SPECIAL PROGRAMS

The hourly rate for summer school, special programs, night school and the apprentice program shall be as follows:

<u>School Year</u>	<u>Instructor</u>	<u>Supervisor</u>
2003-2004	\$22.50	\$27.00
2004-2005	\$23.18	\$27.81
2005-2006	\$23.88	\$28.64
2006-2007	\$24.60	\$29.50

The Board may unilaterally increase hourly rates as follows:

1. The hourly rate for Instructors may be increased as deemed necessary by the Board, to a rate not to exceed the hourly rate for the first step of Group 1 on the applicable salary schedule in Appendix A.
2. The hourly rate for Supervisors may be increased as deemed necessary by the Board, to a rate not to exceed the hourly rate for the fifth step of Group 1 on the applicable salary schedule in Appendix A.
3. The Board may establish different hourly rates for different categories or programs.
4. Prior to effecting any change in hourly rates, the Board shall give the Union notice and, upon request, meet and confer with the Union to review its intended action.

APPENDIX E

P.N.E.P. PARKING

The State will establish a pool of \$1200 each contract year to be allocated for parking expenses for P.N.E.P. Instructors incurred during the clinical phase. Upon submission of a proper receipt, payment will be made on a first come first serve basis.

APPENDIX F

DAILY SUBSTITUTE RATE

The daily substitute rate shall be \$85.00 per day for the 2003-2004 school year.

Effective at the start of the 2004-2005 school year, the daily substitute rate shall be \$100.00 per day.

Effective at the start of the 2005-2006 school year, the daily substitute rate shall be \$115.00 per day.

Effective at the start of the 2006-2007 school year, the daily substitute rate shall be \$125.00 per day.

APPENDIX G

Dates for Nonrenewal and Termination of Contract Fourth Year Only

Date of Appointment ends	Notice of Nonrenewal by*	Employee's Contract
June 2 - Sept. 1	April 1	End of school year
Sept. 2 - Oct. 1	May 1	Sept. 30
Oct. 2 - Nov. 1	June 1	Oct. 31
Nov. 2 - Dec. 1	Sept. 1	Nov. 30
Dec. 2 - Jan. 1	Oct. 1	Dec. 31
Jan. 2 - Feb. 1	Nov. 1	Jan. 31
Feb. 2 - March 1	Dec. 1	Feb. 28
March 2 - April 1	Jan. 1	March 31
April 2 - May 1	Feb. 1	April 30
May 2 - June 1	March 1	May 31

*In all cases, notice of nonrenewal may also be given by April 1, but must be given no later than the date shown above.

SUPERSEDEDENCE APPENDIX

<u>PROVISION</u>	<u>CONTRACT REFERENCE</u>	<u>STATUTE OR REGULATION AMENDED</u>
Deduction of dues exclusively for certified representative.	Article 1, Sec. 2	C.G.S. 5-260
Retirement credit may be purchased by employee who takes a leave of absence for union business.	Article 1, Sec. 16	C.G.S. 5-182
Allowance for use of leave credits for employees awaiting workers' compensation determination.	Article 4, Sec. 1	C.G.S. 5-143
Personal leave eligibility and conditions on taking established by contract.	Article 4, Sec. 3	C.G.S. 5-250(c) Regs. 5-250-8
Sick leave rate of accrual, basis for eligibility and conditions for granting leave established by contract.	Article 4, Sec. 4	C.G.S. 5-247; Regs. 5-241-1 through 11
Sick leave payment at 25% to maximum of sixty days upon death of employee with ten years of service.	Article 4, Sec. 4(b)	C.G.S. 5-247(a)
Sick leave bank established; funded by voluntary employee contributions of sick leave.	Article 4, Sec. 4(h)	C.G.S. 5-247; Regs. 5-247-5, 5-247-6
Up to five days parental leave deductible from sick leave.	Article 4, Sec. 6(c)	Reg. 5-247-4
Paid military leave (in addition to leave for required field training under C.G.S. 5-248(c); limited to unscheduled emergencies.	Article 4, Sec. 9	C.G.S. 27-33

<u>PROVISION</u>	<u>CONTRACT REFERENCE</u>	<u>STATUTE OR REGULATION AMENDED</u>
Provision for removal of derogatory material from personnel file after three years if conduction or condition remedied.	Article 9, Sec. 1(a)(5)	C.G.S. 11-08a; Records Retention Schedules of Public Records Administrator
Voluntary lateral transfers and administrative transfers governed by contract.	Article 11; Article 14	C.G.S. 5-239; Regs. 5-239-1, 5-239-2
Arbitration the exclusive procedure for resolving disputes over discipline, including dismissal.	Article 13, Sec. 1	C.G.S. 10-151
Tenure defined.	Article 15, Sec. 1	C.G.S. 10-151; Regs.
Procedure for non-renewal of non-tenured employees established by contract.	Article 15, Sec. 2	C.G.S. 10-151
Payment for temporary service in a higher class retroactive to first day after fifteenth consecutive working days.	Article 19, Sec. 3	C.G.S. 5-209
Clarification of eligibility for indemnification under C.G.S. 10-235.	Article 25	C.G.S. 10-235
Compensation increased in each of four years for part-time employees, coaches and advisors.	Appendices B and D	C.G.S. 5-200(1) and 5-200(n)
Fund established to reimburse PNEP instructors for parking charges.	Appendix E	C.G.S. 5-141A; Standard State Travel Regs.