

# CONTRACT

between

## **STATE OF CONNECTICUT CONNECTICUT STATE BOARD OF EDUCATION**

and

## **LOCAL 61 AMERICAN FEDERATION OF SCHOOL ADMINISTRATORS (AFL—CIO)**

(Administrators of Connecticut Technical High Schools)

**July 1, 2011 - June 30, 2016**

**08-17-11**  
1920554 v. 6

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## **PREAMBLE**

STATE OF CONNECTICUT, acting by and through the State Board of Education, hereinafter called “the Board” or the “the Employer”, and Local 61, The American Federation of School Administrators, AFL-CIO, hereinafter called “Local 61” or “the Union.”

WHEREAS the parties to this Agreement desire to establish a state of amicable understanding, cooperation and harmony; and

WHEREAS the parties to this Agreement consider themselves mutually responsible to improve the public service through increased morale, efficiency, and productivity;

NOW THEREFORE the parties mutually agree as follows:

### **ARTICLE 1 RECOGNITION**

The Board recognizes Local 61, The American Federation of School Administrators, as the exclusive collective bargaining representative, for the purposes of collective bargaining with respect to wages, hours and other conditions of employment, of all non-faculty professional staff at the Connecticut Technical High Schools in the following classifications: School Principal, and School Assistant Principal, excluding all others, employed by the Connecticut State Board of Education, and that said Local 61 is the exclusive representative of all said employees for the purposes of collective bargaining with respect to wages, hours, and other conditions of employment.

### **ARTICLE 2 ENTIRE AGREEMENT**

**Section One.** The parties acknowledge that during the negotiations which resulted in the 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 the Agreement.

**Section Two.** This Agreement shall not be altered or amended except by written agreement of the parties and in accordance with Section 5-278 of the Connecticut General Statutes.

**ARTICLE 3  
NONDISCRIMINATION AND AFFIRMATIVE ACTION**

**Section One.** The parties herein agree that, as required by relevant Federal and State statutes and regulations, neither shall discriminate against any employee on the basis of race, color, creed, sex, sexual orientation, age, national origin, ancestry, religion, physical disability, mental retardation, marital status, present or past history of mental disorder or learning disability or lawful political activity.

**Section Two.** Neither party shall discriminate against an employee on the basis of his/her membership or non-membership or lawful activity on behalf of the exclusive bargaining agent.

**Section Three.** Affirmative Action. The parties acknowledge the need for and agree to work jointly to implement positive and progressive affirmative action and to ensure equal opportunity and equity in the application of this Agreement.

**ARTICLE 4  
NO STRIKES — NO LOCKOUTS**

**Section One.** Neither the Union nor any employee shall engage in a strike, sympathy strike, work stoppage, slowdown, concerted withholding of services, sick-out or any interference with the operation of the Connecticut Technical High School System either during the school year or during summer recess.

**Section Two.** The employer agrees that during the life of this Agreement there shall be no lock-out.

**ARTICLE 5  
BOARD PREROGATIVES**

**Section One.** It is recognized that the Board has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the schools covered by this Agreement including but not limited to the following: to maintain such educational activities as in its judgment will best serve the interests of the students 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; to employ, assign, to establish or reduce administrators positions, transfer, suspend or dismiss administrators providing 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 safeguarding of the school libraries and to approve the books selected therefor and to approve plans for school buildings; and to make such transfers of funds within the appropriated budget as it shall deem desirable. These rights, responsibilities and prerogatives are subject to delegation in whole or in part. No action taken by the Board with respect to such rights responsibilities and prerogatives, other than as there are specific provisions herein elsewhere contained, shall be subject to the grievance and arbitration provisions of this Agreement. The parties acknowledge the scope of the definition of a grievance and the scope of arbitration under the Agreement.

**Section Two.** 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, except as restricted by a specific provision of this Agreement, 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 the Agreement and Conn. Gen. Stat. 5-270 *et seq.*

## **ARTICLE 6 LOCAL 61 SECURITY AND PAYROLL DEDUCTIONS**

**Section One.** During the life of this Agreement, an employee retains the freedom of choice whether or not to become or remain a member of the Union which has been designated as the exclusive bargaining agent subject to Section Three below.

**Section Two.** Union dues shall be deducted by the Board biweekly from the paycheck of each employee who signs and remits to the Board an authorization form. Such deduction shall be discontinued upon written request of an employee thirty (30) days in advance.

**Section Three.** All employees shall, as a condition of employment, join the Union or pay the Union a service fee allowable by law.

The Board shall deduct the amount certified by the Union as the annual dues or service fee from the pay of each employee in equal biweekly installments.

Payments for new employees shall commence within thirty (30) days following the effective date of employment. The Superintendent shall notify the Union President of new employees, complete with name and address, and a copy of the hiring letter for any new administrator, which shall include the administrator's salary.

All employees in the collective bargaining unit who are presently members of the Union, and who do not remain Union members in good standing in accordance with the provisions of the International and Local constitutions shall, as a condition of employment, pay to the Union a service fee allowable by law.

All employees employed in the collective bargaining unit after the effective date of this Agreement who do not become and remain Union members in good standing in accordance with the provisions of the International and Local constitutions shall, as a condition of employment, pay to the Union a service fee allowable by law.

**Section Four.** The amount of dues or agency service fee deducted under this Article shall be remitted to the Treasurer of the Union within sixty (60) days after the payroll period in which the list of employees for whom any such deduction is made.

**Section Five.** No payroll deduction of dues or agency service fee shall be made from workers' compensation or for any payroll period in which earnings received are insufficient to cover the amount of deduction, nor shall such deductions be made from subsequent payrolls to cover the period in question (non-retroactive).

**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 fee, provided any such payroll deduction has been approved by the State in advance.

**Section Seven.** The Union shall indemnify and hold the Board harmless from any and all claims, judgments, loss or damage, including court costs, attorney's fees and other costs arising out of the enforcement of this Article, whether in judicial, administrative, arbitration or other proceedings.

**Section Eight.** The biweekly amount of Union dues and agency service fees shall be certified by the Treasurer of the Union. The amounts so certified may be adjusted not more than once in each fiscal year. Notice of any change in the amount of Union dues or agency service fees and the proposed effective date shall be provided in writing to the Bureau of Human Resources, which will forward it to the State Comptroller for processing. Every effort shall be made to see that withholding of the new amount begins sixty (60) days following receipt of the notice from the Union.

**Section Nine.** In the event a member of the bargaining unit contends that a percentage of the service fee is being utilized for matters other than collective bargaining, contract administration, and/or grievance adjustment, the percentage of the service fee so claimed shall be placed in an interest-bearing escrow account until the dispute is resolved. Local 61, AFSA, agrees to provide an impartial process to resolve disputes over the amount of the service fee.

## **ARTICLE 7 UNION RIGHTS**

**Section One.** Employer representatives shall deal with Union officers or representatives exclusively in the processing of grievances or any other aspect of contract administration.

**Section Two.** Access to Premises. Union staff representatives shall be permitted to enter the schools at any reasonable time for the purpose of discussing, processing or investigating filed grievances, for fulfilling its role as collective bargaining agent, provided they give notice of their presence immediately to the school Principal, and do not interfere with the performance of duties.

The Union will furnish the Superintendent with a current list of its officers, and shall maintain the currency of said list.

The Superintendent shall furnish the Union with an updated list of administrators whenever changes occur.

**Section Three.** Access to Information. The Board agrees to provide the Union, upon request and adequate notice, access to materials and information necessary for the Union to fulfill its statutory responsibility to administer this Agreement. The Union shall reimburse the Board of the expense and time spent for photocopying extensive information and otherwise as permitted under the State Freedom of Information Law. The Union shall not have access to privileged or confidential information.

**Section Four.** Union Business Leave. Subject to the prior written approval by the Superintendent, where paid leave will not unduly interfere with the efficient operation of the schools and will not cause undue interruption of the school system, such leave may be granted to Union officials, delegates, representatives, or designees to attend Union business related functions, meetings, conventions, meetings of national affiliates or other affiliated organizations, legislative or agency hearings. The Superintendents approval shall not be unreasonably withheld.

**Section Five.** Orientation and Training. The Union will provide each new employee with a copy of the collective bargaining agreement.

**Section Six.** The Union may request the use of Connecticut Technical High School facilities for Union meetings. Permission will not be unreasonably denied.

## **ARTICLE 8 GRIEVANCE PROCEDURE**

**Section One.** 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 that is contrary to established policy or practice governing or affecting employees.



**Section Two.** An aggrieved party must institute proceedings hereunder in writing within twenty (20) work days from the date the aggrieved party had knowledge or reasonably should have had knowledge of the events giving rise to the grievance.

**Section Three.** The time limits indicated herein shall be considered maximum unless extended by mutual agreement in writing. All time limits shall be work days unless otherwise indicated. The grievance shall advance to the next highest level should the Board or its agents fail to adhere to any time limit described herein, except that only the Union may request institution of Level Four. Failure to appeal any decision shall constitute acceptance of the last attempted resolution, and the grievance shall be considered resolved.

**Section Four.** Nothing herein contained shall be construed to prevent any person from informally discussing any matter in such person's interest with his/her supervisor or the Administration.

**Section Five.** If any employee covered by this Agreement shall present any grievance without representation by the Union, the disposition, if any, of the grievance shall be consistent with the provisions of this Agreement. The Union shall be given copies of all formalized written grievances at each step with a copy of the final resolution to said grievance. The Board and the Union agree that Level Three and Level Four grievance actions may be initiated only by the Union.

#### **Section Six. Procedure**

**Level One.** An Administrator with a grievance shall, with or without a representative of the Union, discuss it with his/her supervisor (School Principal to Superintendent; Assistant Principal to School Principal,) within twenty (20) working days of the date on which the Administrator had knowledge or reasonably should have had knowledge of the occurrence.

**Level Two.** In the event that the grievant is not satisfied with the disposition of the grievance at Level One, or in the event that no decision has been reached within ten (10) working days, the grievance will be reduced to writing on a grievance form. A Level Two hearing will be scheduled within ten (10) working days upon receipt. Said grievance will state the specific Article of the contract that it is alleged was violated. This form will be submitted to the Level Two hearing officer (Assistant Principal or Principal, to Superintendent or his/her designee). The hearing officer will have ten (10) days to respond following the mutually agreed upon hearing date.

**Level Three.** In the event that the grievance shall not have been satisfactorily resolved at Level Two, the Union may within ten (10) working days of the Superintendent's decision at Level Two submit the written grievance to the Level Three hearing officer (Commissioner or his/her designee). A Level Three hearing shall be scheduled within ten (10) working days upon receipt. The Level Three hearing officer shall render a written decision within ten (10) working days of the aforementioned meeting.

Level Four.

- A. Where the grievance involves the violation, misinterpretation or misapplication of a specific term and/or provision of this Agreement and if such grievance shall not have been satisfactorily disposed of at Level Three, the Union may refer the unsettled grievance to binding arbitration in writing within ten (10) work days after the decision of the Commissioner or his/her designee under Level Three.
- B. The submission to arbitration shall specify with particularity the facts giving rise to the grievance, the issue involved, the date that the alleged violation is claimed and the remedy or relief sought.
- C. The arbitrator shall be selected by the parties from a panel provided by the American Arbitration Association. The arbitration shall be conducted under the rules of the American Arbitration Association. Submission to arbitration shall be by letter, postage prepaid, addressed to the American Arbitration Association and postmarked within the time limit provided in this Article. A copy of such letter shall be mailed concurrently to the Commissioner or his/her designee. The expenses for the arbitrator's services and for the hearing shall be shared equally by both parties. Each of the parties shall bear the cost of its own witnesses, including any lost wages which may be incurred. However, in the event the parties mutually agree to have an arbitration conducted during working hours, the Board agrees there will be no loss of pay for the grievant and the steward.
- D. On grievances when the arbitrability has been raised by either party as an issue prior to the actual appointment of an arbitrator, a separate arbitrator shall be appointed to determine the issue of arbitrability unless the parties agree otherwise. The arbitrator shall have no power to add to, subtract from, alter, or modify this Agreement.
- E. The arbitrator will issue his/her decision not later than thirty (30) calendar days from the date of the close of the hearing or if oral hearings have been waived, then from the date of the final statement and briefs are submitted to his/her findings of act, reasoning and conclusion on the issues submitted.
- F. Any meeting with reference to the grievance procedure shall not interfere with an Administrator's scheduled duties or responsibilities. The parties may agree to conduct any arbitration hearing during school hours.
- G. The arbitrator's decision shall be final and binding on the parties, provided, however, neither the submission of questions of arbitrability to the arbitrator in the first instance or any voluntary submission shall be deemed

to diminish the scope of judicial review over arbitral awards, including awards on arbitrability, not to restrict the authority of a court of competent jurisdiction to construe any such award as contravening the public interest.

**Section Seven.** Notwithstanding any contrary provisions, no dispute or controversy shall be subject for binding arbitration unless it involves the interpretation or application of a specific term or provision of this Agreement. The arbitrator will be without power or authority to alter, add to, or delete from the provisions of this Agreement or to make a decision which:

- (a) is violative of or inconsistent with any of the terms of this agreement or applicable law;
- (b) exceeds his/her jurisdiction and authority under law and this agreement;
- (c) involves any matter which by law or under the terms of this agreement is within the exclusive authority of the Board;
- (d) involves the failure or refusal by the Board to renew the Contract of or reappoint a non-tenured employee;
- (e) involves removal of a probationary employee during the probationary period as set forth in Article 23;
- (f) involves any incident which occurred or failed to occur prior to the execution date of this Agreement;
- (g) involves compliance with health and safety standards and OSHA;
- (h) removes any material placed in an employee's personnel file.

## **ARTICLE 9 DISMISSAL, SUSPENSION, DEMOTION OR OTHER DISCIPLINE**

### **Section One.**

#### **A. Tenured Administrators**

An administrator who has attained tenure in accordance with this Agreement shall not be dismissed or suspended except for just cause. An administrator who has completed the probationary period as set forth in Article 23 of this Agreement shall not be demoted except for just cause. Arbitration shall be the exclusive procedure for resolving disputes over such dismissals, suspensions or demotions under this Article, and shall supersede any preexisting procedure, including the procedure set forth in Section 10-151 of the Connecticut General Statutes.

The Board or its designee shall give a tenured administrator not less than thirty (30) calendar days' notice of dismissal, together with the reasons therefor.

In order to ensure timely resolution of disputes over dismissals under this Article, the following modifications to the grievance/arbitration process of Article 8 of this Agreement shall apply in such cases:

1. Upon receipt of notification of dismissal, the administrator or the Union shall have ten (10) calendar days within which to submit a written notice of grievance to the Superintendent.
2. The Superintendent or his/her designee shall promptly contact the members of the arbitration panel referenced below, to ascertain their first available hearing dates. The order in which the panel shall be contacted shall be as listed below, but starting with the arbitrator after the one who heard the last case.
3. The parties agree that for the life of this Agreement, and for any period following its expiration pending the negotiation of a successor agreement, the following neutral arbitrators shall constitute the arbitration panel for dismissal cases:

Susan Meredith

The parties may, by mutual agreement, modify the above panel during the term of this Agreement or for a particular case in order to expedite the processing of that case.

4. The arbitration shall be scheduled with the first available arbitrator on the panel and shall be scheduled at the outset for a minimum of two (2) full hearing dates to avoid scheduling delays.
5. The arbitrator shall be required to issue a decision within fifteen (15) calendar days of the close of the hearing.

Any tenured administrator hired into the bargaining unit prior to July 1, 1995 shall receive full pay and benefits during the pendency of the arbitration procedure (which shall be deemed to commence at the conclusion of the thirty (30) day notice period), but not beyond the date of issuance of the arbitration award and in no event for more than ninety (90) calendar days or such number of days as may be adopted by the General Assembly in connection with any modification of Section 10-151 of the Connecticut General Statutes or related statutes concerning the dismissal of tenured teachers.

Any tenured administrator hired into the bargaining unit on or after July 1, 1995

shall receive full pay and benefits during the pendency of the arbitration procedure (which shall be deemed to commence at the conclusion of the thirty (30) day notice period), but not beyond the date of issuance of the arbitration award and in no event for more than forty-five (45) calendar days or such number of days as may be adopted by the General Assembly in connection with any modification of Section 10-151 of the Connecticut General Statutes or related statutes concerning the dismissal of tenured teachers.

**B. Nontenured Administrators**

An administrator who does not have tenure and whose contract of employment is not renewed, may only contest such decision through Level Three (3) of the grievance procedure set forth in Article 8 of this Agreement.

An administrator who does not have tenure and who is suspended or dismissed (as opposed to non-renewal or removal during probation pursuant to Article 23) may grieve such action directly to Level Three (3) of the grievance procedure. If the grievance is not resolved at Level Three (3), it may be submitted to arbitration only as follows:

1. If the administrator is dismissed, the administrator may challenge whether there is just cause for the dismissal.
2. If the administrator is suspended, the administrator may challenge whether there is just cause for the suspension.

For the purposes of this Agreement, an employee shall attain “tenure” following the completion of four (4) years of full-time service as a certified professional in the Connecticut Technical High School System. This provision supersedes Section 10-151 of the General Statutes and any conflicting regulations of the State Board of Education.

The provisions of this Section shall supersede any preexisting procedure including the procedure set forth in Section 10-151 of the Connecticut General Statutes.

**Section Two.** By mutual agreement of the parties, a grievance under Section One may be expedited to any higher level, including directly to arbitration.

**Section Three.** The Board reserves the right to discipline or discharge employees for breach of the No-Strike Article.

**Section Four.** Employer Conduct for Discipline. Whenever it becomes necessary to discipline an individual employee, the Superintendent or designee shall undertake said talks in a fashion calculated to appraise the employee of his/her shortcomings, while avoiding embarrassment and public display.

**Section Five.** Notice of non-renewal of a non-tenured Administrator will be sent by the Superintendent to the non-renewed administrator and to the President of Local 61 not later than May 1st.

## **ARTICLE 10 WORKERS' COMPENSATION**

**Section One.** Workers' Compensation Coverage and Payments. Where the employee has become temporarily totally disabled as a result of illness or injury caused directly by his/her employment pending final determination as to the employee's eligibility to receive workers' compensation benefits, said period of absence shall be charged to existing leave accounts. Where a determination is made supporting the employee's claim, State authorities shall take appropriate steps to rectify payroll and leave records in accordance with said determination. Accrued leave time may be used to supplement workers' compensation payments up to but not beyond the regular salary.

**Section Two.** Communicable and Contagious Diseases. Upon a final and non-appealable finding by an appropriate State authority that an employee has contracted a communicable or contagious disease in the course of his/her employment, the employee shall receive 100 percent workers' compensation benefits for the duration of his/her incapacity. Such benefits shall be equal to those specified for bodily injury in Sections 5-142(a) of the General Statutes, Revision of 1958, revised as of 1-1-77.

**Section Three.** Accrual of sick leave and vacation leave credits while receiving compensation shall be in accordance with Sec. 5-251 of the General Statutes, Revision of 1958, revised as of 1-1-77.

## **ARTICLE 11 PREGNANCY, PARENTAL LEAVE**

**Section One.** Health insurance coverage for disabilities resulting from or contributed to by pregnancy shall be available consistent with the requirement of applicable law.

**Section Two.** Disabilities resulting from or contributed to by pregnancy, miscarriage, abortion, childbirth or maternity, 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. Upon expiration of paid leave, the employee may request in writing, and shall be granted, a medical leave of absence without pay with position being held not to exceed six (6) months following the date of termination of the pregnancy. A request to continue on a medical leave of absence beyond this period must also be in writing. If granted, the position may or may not be held for the extended period subject to the appointing authority's decision. However, in no case should the leave go beyond a total six (6)

months, paid or unpaid, except when deemed necessary or acceptable by the Superintendent.

**Section Three.** Except in cases of medical emergency, an employee who will be receiving pregnancy leave will notify the Superintendent at least three (3) months in advance so that her assignment can be adequately covered.

**Section Four.** Parental Leave. Up to five (5) days of paid leave, will be provided to a spouse in connection with the birth, adoption or taking custody of a child, or the prenatal or postnatal care of a spouse. Vacation or personal leave may also be used for such purposes, subject to the approval of the appropriate agency official.

**Section Five.** Parental leave of absence may be requested in writing to the Superintendent. If granted, the employee position will be held. Parental leave will be without pay for a period not to exceed six (6) months.

## **ARTICLE 12 LABOR MANAGEMENT COMMITTEE**

**Section One.** The parties agree that, for the purpose of addressing considerations which may affect the continuing climate of harmony and mutual responsibility, there shall be a Labor Management Committee of not more than six (6) designees of the Superintendent and not more than six (6) designees of the employees represented by Local 61.

**Section Two.** Said Committee shall meet no less than monthly, unless mutually waived, and shall discuss application, clarification, and aberrant manifestations of terms and conditions of this Agreement as well as improvement of the parties' relationships, and efficiency and increased productivity. The Committee may propose additional matters, mutually agreed upon in Committee, which have an impact on conditions of employment or which were not within the contemplation of the parties to this Agreement but deserve immediate attention of redress, subject to the provisions of Article 2 (Entire Agreement).

**Section Three.** The Union or the Superintendent may initiate a Labor management meeting by sending a written request with suggested dates. The parties will exchange agendas in advance; by mutual agreement the parties may vary from the agenda.

**Section Four.** This Agreement shall not be altered or amended except by written agreement of the parties and in accordance with Section 5-278 of the Connecticut General Statutes.

**ARTICLE 13  
INDEMNIFICATION**

During the life of this Agreement the Board shall continue to indemnify persons covered by this Agreement to the extent provided by Section 10-235 and Section 10-136a of the Connecticut General Statutes.

**ARTICLE 14  
SUPERSEDEENCE**

The inclusion of language in this Agreement concerning matters formerly governed by law, regulation, or policy directive shall not be deemed a preemption of the entire subject matter. Accordingly, statutes, rules, regulations and administrative directives or orders shall not be construed to be superseded by any provision of this Agreement except as provided in the Supersedence Appendix to this Agreement, or where, by necessary implication, no other construction is tenable. The Union will be provided a copy of this Agreement by the Superintendent within ninety (90) days following contract approval by the State legislature.

**ARTICLE 15  
LEGISLATIVE ACTION**

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

**ARTICLE 16  
SAVINGS CLAUSE**

Should any provision of this Agreement be found unlawful by court of competent jurisdiction, the remainder of the Agreement shall continue in force.

**ARTICLE 17  
MISCELLANEOUS**

**Section One.** The parties shall share the cost of printing the Agreement in booklet form.

**Section Two.** The terms and conditions of employee insurance and death benefits have been negotiated separately on a coalition basis by the State employee unions and shall



continue to be governed by the coalition agreement.

**Section Three.** Seniority shall be defined as length of continuous State service, including military service, for the following purposes:

- (a) longevity, except as provided in Article 29, Section 4 for 2011-2013;
- (b) length of vacation leave.

**Section Four.** Seniority shall be deemed broken by: termination of employment caused by resignation, dismissal, or retirement; layoff of more than two (2) years; refusal of reappointment from the recall list.

In the Superintendent's discretion, seniority up to a break in service may be restored to an employee who returns to service within one year of a service break.

**Section Five.** Seniority lists shall be maintained annually by the Bureau of Human Resources and updated with each change in the make-up of the bargaining unit. A copy of the list shall be sent to the Union President by September first of each contract year and within thirty (30) days of any change to the list.

**Section Six.** Whenever the term "Superintendent" is used in this Agreement, it shall be deemed to include Assistant Superintendent.

**Section Seven.** No materials derogatory to an administrator hereunder shall be placed in his/her personnel file unless he/she had an opportunity to read it as acknowledged by his/her signature and/or that of the Union steward, if his or her presence is requested. Said signature(s) shall only acknowledge receipt of such material, not necessarily agreement with same. The administrator shall have the right to answer and attach said answer to the file copy. An employee may file a grievance objecting to any derogatory material placed in his/her personnel file, however, no such grievance shall be arbitrable unless it is alleged by the Board as just cause for discipline. If the grievance is upheld, the material shall be withdrawn from the file.

## **ARTICLE 18 TRANSFER**

**Section One.** Voluntary Transfer. Requests for transfers shall be made to the Superintendent. Considerations for Principal's positions shall be given to current Principals, prior to seeking applicants outside of the bargaining unit. The same provisions shall hold true for the Assistant Principal's positions. An Assistant Principal assigned from day school to evening school or the reverse shall be considered a transfer even if there is no change in school, provided that a temporary re-assignment at the same school shall not be considered a transfer.

**Section Two.** Involuntary Transfer.

- A. The Board agrees it is not its intent to involuntarily transfer employees as a disciplinary measure.
- B. If involuntary transfer becomes necessary, the Superintendent shall meet with the employee involved and, at the employee's option, his/her Union representative to discuss the transfer. The meeting shall take place at least forty-five (45) working days in advance, except in an emergency.
- C. The parties recognize that involuntary transfers may be necessary to comply with Article 33. Involuntary transfers may be necessary to place an administrator with a less than satisfactory evaluation in a position, which is more conducive to success and professional growth.
- D. An involuntary transfer resulting from position elimination shall not require an administrator to travel more than fifty-five (55) miles from his/her home to the location to which he/she is transferred. An involuntary transfer for other reasons shall not require an administrator to travel more than forty (40) miles from his/her home to the location to which he/she is transferred.

**Section Three.** The parties agree to institute a potential transfer list as soon as practical following implementation of the contract. Administrators may add or delete schools at any time. An administrator who has indicated an interest in a potential transfer will not have that interest acted on without prior discussion. The memorandum form discussed at the bargaining table shall be used to solicit interest unless a modification is mutually agreed to. Nothing in this section shall be deemed to limit or restrict the Board prerogative to involuntarily assign or transfer administrators, provided consistent with other provisions of this contract.

**ARTICLE 19  
VACANCIES AND PROMOTIONS**

**Section One.** The filling of vacancies and the establishment of new positions within the school system is the responsibility of the Board acting upon the recommendation and the advice of the Commissioner.

**Section Two.** Whenever a vacancy occurs in an established position (which the Board intends to fill) or a new position is created within the bargaining unit, notice shall be e-mailed to each member as soon as possible and shall be posted on the Internet under "Employment Opportunities." Except in the case of emergency, notice of a vacancy shall be e-mailed fifteen (15) days prior to the application closing date.

**Section Three.** The Internet posting shall set forth the specifications and qualifications for the position and the date by which application shall be filed with the Superintendent.

**Section Four.** When there is a vacancy in a Principal's position, an Assistant Principal who applies and is certified and in good standing shall be interviewed for the position with other applicants in the pool prior to an appointment being made.

**Section Five.** Nothing in this agreement shall prevent the Board from making acting appointments in the best interest of the educational needs of the system until such positions can be filled with permanent appointments. Such appointments may be made for a period of up to six (6) months and may be renewed for an additional period of up to six (6) months according to State guidelines or regulations. Temporary appointments shall not be made to give an individual an advantage over other applicants for a position. Anyone appointed temporarily must hold 092 certification or a Durational Shortage Area Permit ("DSAP"). Temporary administrator appointees who are not in another State bargaining unit shall, as a condition of employment, join the Union or pay the Union a service fee allowable by law if the appointment is for at least three (3) months.

**Section Six.** The Board agrees that all applicants shall be informed of the Board's decision and action with respect to each application.

**Section Seven.** Notice of vacancies in established positions or in newly created positions, which are outside of the bargaining unit and within the Connecticut Technical High School system, shall be e-mailed to the President, Local 61 or designee.

**Section Eight.** The provisions of this Article shall be subject to grievance arbitration only with respect to the failure of the Board to follow the procedural requirements set out.

## **ARTICLE 20 SABBATICAL LEAVE**

**Section One.** The Board supports the policy of sabbatical leave as a means of enhancing the growth and effectiveness of members of the professional staff. The purpose of such leave is to provide time for study and research which will be of direct benefit to the administrator and the Connecticut Technical High School System.

**Section Two.** An employee becomes eligible for sabbatical leave on the seventh year of employment. An employee awarded sabbatical leave would not be eligible again for an additional seven (7) years.

**Section Three.** Sabbatical leave may be granted up to one year on up to full pay. The period of leave shall be counted for retirement purposes or for any other benefits based on years of service provided proper contributions and payments are made. No vacation or sick leave shall accrue during a sabbatical leave.

**Section Four.** The granting of sabbatical leave is not in any sense automatic but is based upon the advantage to the applicant as a professional employee and to the State as the employer. The granting of sabbatical leave is subject to approval by the Superintendent.

**Section Five.** An applicant for sabbatical leave must present a plan of study, research, or other activity that will improve the professional values of the employer. The plan must be submitted at least six (6) months prior to the starting date of the leave and a formal response normally shall be made within three (3) months of submittal.

**Section Six.** An applicant must agree to return to his/her position for a period of at least two (2) years after expiration of leave. He/She agrees also not to accept a salaried position during the period of the leave. The Administrator shall sign a demand note equal to the salary received for the period of the sabbatical leave. The amount will be paid by the Administrator if he/she fails to return to administrative employment with the Technical High School System for the required two year period.

## **ARTICLE 21 VACATION LEAVE**

**Section One.** Each year, every bargaining unit employee shall earn paid vacation credits for each completed calendar month of service, as follows:

0-5 years	1 2/3 days per month
over 5 and up to and including 10 years	1 3/4 days per month
over 10 and up to and including 20 years	1 5/6 days per month
over 20 years	2 1/12 days per month

**Section Two.** No employee may carry over, without agency permission, more than ten (10) days of vacation leave to the next year. Employees are urged, however, to schedule use of vacation leave to preclude building of accrued vacation.

The maximum accumulation of vacation shall be one hundred twenty (120) days. For those appointed to bargaining unit positions on or after July 1, 1995, the maximum accumulation of vacation leave shall be reduced from one hundred twenty (120) to sixty (60) days.

The Board will have the authority to adjust the vacation accruals of those individuals who enter the bargaining unit from other State agencies.

**Section Three.** Except as provided herein, the written rules and regulations relative to vacation leave will continue in force. Upon leaving State service an employee shall receive a lump sum payment for accrued vacation time in accordance with Section 5-252 of the Connecticut General Statutes.

**Section Four.** An Assistant Principal shall request approval to take vacation from the Principal, unless the vacation is requested for a day(s) when school is in session, in which case the request shall be submitted to the Superintendent. A Principal shall request approval to take vacation from the Superintendent. Such requests shall be in writing and shall be submitted as much in advance of the vacation as possible.

As a general rule, administrators are expected to use vacation during periods when school is not in session and when there are no required professional development or administrative activities. The Superintendent may approve use of vacation on a day(s) when school is in session provided that there is adequate administrative coverage at the school.

## **ARTICLE 22 HOLIDAYS**

**Section One.** Each employee shall be granted time off with pay for each holiday as listed in Section Two.

**Section Two.** For the purposes of this Article, holidays are as follows: New Years' Day, Martin Luther King Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day.

**Section Three.** In the event that the legislature combines Lincoln's Birthday and Washington's Birthday into President's Day, a twelfth day shall be agreed upon by the parties. In the event the parties are unable to agree on when or what day shall constitute the twelfth holiday (there being no dispute by the State that there shall be twelve holidays), the matter shall be submitted to the statutory mid-contract negotiation/binding arbitration procedures.

## **ARTICLE 23 PROBATION, TENURE AND WORKING TEST PERIOD**

**Section One.** An individual newly appointed to an Assistant Principal's position shall serve a three (3) year probationary period. In the event of removal from the position as a result of failure of this probationary period, the administrator may only contest such decision through Level Three (3) of the grievance procedure set forth in Article 8 of this Agreement. In such a case, if the administrator had previously acquired tenure in the Technical High School System, the administrator shall be returned to an available vacancy in a teaching position for which he/she is qualified. Return to a teaching position shall not apply in the event of dismissal (as opposed to non-renewal or removal during the probationary period).

**Section Two.** An individual newly appointed to a Principal position shall serve a two-year probationary period if promoted from an Assistant Principal position, or a four-year probationary period if appointed from outside the system. In the event of removal from the position as a result of failure of this probationary period, the administrator may only contest such decision through Level Three (3) of the grievance procedure set forth in Article 8 of this Agreement.

An Assistant Principal who is promoted to Principal and is subsequently removed from the Principal position during the probationary period shall be returned to his/her former class of Assistant Principal, provided that he/she has tenure in the Technical High School System. Return to an Assistant Principal position shall not apply in the event of dismissal (as opposed to non-renewal or removal during the probationary period).

A Principal who was not promoted from within and is removed from the Principal position during the probationary period may be considered for vacant teacher or administrator positions within the system for which he/she is qualified.

For the purposes of this Agreement, an employee has “tenure” in the Technical High School System only following the completion of four (4) years of full-time service as a certified professional in the Technical High School System. This provision supersedes Section 10-151 of the General Statutes and any conflicting regulations of the State Board of Education.

## **ARTICLE 24 LEAVE TIME ACCRUAL**

All leave accrual will continue at the same rate, in days per month, as provided elsewhere in this Agreement.

In the event that the State should change the unit of leave posting, the true value of accrued and future leave shall not be diminished in any way.

In cases of dispute, the principle that there is to be no loss to the employee will govern the decision.

## **ARTICLE 25 CIVIL LEAVE, JURY DUTY**

**Section One.** Civil Leave.

- A. 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 time shall be granted. This provision shall not apply in cases

where the employee is a plaintiff or defendant in the court action, unless required by the Department.

- B. If a Court appearance (not jury duty) is required as part of the employee assignment, time spent shall be considered as time worked.

**Section Two.** Jury Duty. An employee who is called to serve as a juror will 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.

Upon receipt of notice to report for jury duty, the employee shall inform the Bureau of Human Resources Payroll Unit immediately. The employer may request that the employee be excused or exempted for jury duty if, in the employer’s judgment, the employee’s services are needed at that time.

## **ARTICLE 26 MILITARY LEAVE**

**Section One.** An administrator who is a member of a reserve component of the armed forces of the United States shall be entitled to military leave with pay for required field training pursuant to State and Federal law.

**Section Two.** In time of war, or reasonable apprehension thereof, or riot or rebellion, any permanent employee, or any persons who has been in the continuous employ of the State for a period of not less than one (1) year, and who is in the employ of the State at the time of his entry for a period of more than sixty (60) days into the armed forces of the United States, or into the active military or naval service of the State, shall be paid one hundred dollars (\$100.00) by the State at the expiration of such period of sixty (60) days.

**Section Three.** An employee shall be granted leave without pay and reinstatement following leave for service in the armed forces of the United States in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). The terms of employment in the service of the State shall be construed to include, in the case of such employee, the period of his/her leave from State service.

## **ARTICLE 27 SICK LEAVE**

**Section One.** Permanent full-time employees on the first of the month following employment shall be entitled to paid sick leave earned at the rate of one and one-quarter (1 1/4) days for each full calendar month of employment.

**Section Two.** Sick leave will accrue for the first twelve (12) months in which an employee is receiving workers' compensation benefits.

**Section Three.** An employee shall be granted sick leave:

- (a) when incapacitated for duty;
- (b) for medical, dental or eye examination or treatment for which arrangements cannot be made outside of working hours;
- (c) 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, sister, brother, child, in-laws, grandparents or grandchildren and also any relative who is domiciled in the employee's household;
- (d) in the event of serious illness or injury to a member of the immediate family, as defined in (c) above, creating an emergency, provided that not more than five (5) days of sick leave per calendar year shall be granted therefor;
- (e) 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.

**Section Four.** Advanced and extended sick leave may be granted in accordance with existing practice.

**Section Five.** A holiday occurring when an employee is on sick leave shall be counted as a holiday and not charged as sick leave.

**Section Six.** An employee laid off shall retain accrued sick leave to his/her credit provided he/she returns to state service on a permanent basis.

**Section Seven.** 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.

**Section Eight.** If an employee is absent for five (5) or more consecutive working days, the employee must submit a signed statement stating the reasons for the absence or, if requested, a medical certificate. An employee who requests leave under the Family and Medical Leave Act and/or leave pursuant to Section 5-248a of the General Statutes must submit a medical certificate on the State's official medical certificate form.



**Section Nine.** When continued absences from work constitute an abuse of sick leave, the employee and the Union shall be notified in writing. After such notification, the employer may deny sick pay. Such denial of sick pay is subject to the grievance and arbitration provision of this Agreement. Continued abuse of sick leave will subject the employee to progressive discipline.

**Section Ten.** Sick leave entitlement shall not accrue when an employee is absent from work without pay for five (5) days in any month.

**Section Eleven.** Payment of benefits upon Retirement or Death.

- A. Employees hired into the bargaining unit before July 1, 1995. Upon retirement or death of an employee who has completed ten (10) years of State service, the employer shall pay to the employee or his/her beneficiary one-half (1/2) of the employee's or deceased employee's daily salary for each day of sick leave accrued to his/her credit as of his/her last day on the active payroll up to a maximum payment equivalent to eighty (80) days' pay.
- B. Employees hired into the bargaining unit on or after July 1, 1995. Upon retirement or death of an employee who has completed ten (10) years of State service, the employer shall pay to the employee or his/her beneficiary one-fourth (1/4) of the employee's or deceased employee's daily salary for each day of sick leave accrued to his/her credit as of his/her last day on the active payroll up to a maximum payment equivalent to sixty (60) days' pay.

**Section Twelve.** Sick Leave Bank. Effective September 1, 1989, there shall be established an Emergency Sick Leave Bank to be used by bargaining unit employees who have completed the three-year probationary period. The enrollment period will be from September 1 to October 1 of each contract year. Employees wishing to enroll will notify the Bureau of Human Resources during this time period. The Bureau of Human Resources will forward to the Union President a list of eligible employees on or before October 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:

- A. Each eligible employee who elects to participate shall contribute one (1) day from accrued sick leave to the sick leave bank. Days contributed shall not revert to the employee if not used.

- B. Days contributed to the bank shall thereafter be allocated to bargaining unit employees with catastrophic or extended long-term illness.
- C. To be eligible for allocation of sick days from the bank, an employee must meet the following conditions:
  - 1) Exhaustion of all sick leave, vacation and personnel 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 three-year probationary period;
  - 5) The bank is not depleted.
- D. 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 applicants usage of sick leave prior to the illness in question.
- E. Unused days in the sick leave bank shall be carried over from year to year and shall not lapse.
- F. If at any time the balance of the bank should drop to ten (10) days, each eligible employee shall be assessed one (1) additional day from his/her accrued sick leave.
- G. An employee who has been granted some portion of the sick leave bank, and who returns to work full-time, shall repay the bank at the rate of twenty percent (20%) of his/her unused accrued sick leave at the end of each calendar year.
- H. The actions or non-actions of this subcommittee shall no way be subject to collateral attack or the grievance/arbitration machinery. The subcommittee shall not be considered a State agency, board or any such subdivision of the Employer. No requests shall be subject to the Administrative Procedures Act.

**ARTICLE 28**  
**TEMPORARY SERVICE IN A HIGHER CLASS**

**Section One.** An Assistant Principal who is assigned in writing by the Superintendent to act as a Principal for a minimum of two weeks shall be paid for work at the rate of the higher class from the first day.

**Section Two.**

- A. Appointments to acting positions in a higher class shall normally be made from among members of the Local 61 AFSA bargaining unit unless the Superintendent initially determines that unusual circumstances prevent any particular appointment being made from within said unit.
- B. In that event, the Superintendent will promptly refer such claims to the Labor Management Committee before such appointment is made.
- C. If the question so referred cannot be resolved by the Labor Management Committee, Local 61 may then refer this matter to the contract grievance procedure beginning at Level III.
- D. In no case shall the rights of either parties currently guaranteed by any other article, letter or section of the collective bargaining agreement or by statute be diminished except to the extent set forth herein above.

**Section Three.** Any member who is temporarily assigned in the same or higher class shall be paid mileage for the length of this assignment. Computation to be so determined by the difference from the employee's home to his/her new duty station; if such difference is greater than that of his/her former assignment (To include parking and tolls). The rate is set forth in Article 29.

**Section Four.** Any member so assigned to "dual" duty at another unit shall be also reimbursed for his/her mileage to cover such assignment as outlined in Section Three.

**ARTICLE 29**  
**COMPENSATION**

**Section One.** Eligible employees will receive Annual Increments (AI's) during the term of this Agreement as set forth in Article 35, subject to the following:

Increases in salary due to annual increments/step advancements implemented prior to ratification of this 2011-2016 Agreement shall cease effective the first day of the pay period following ratification of said Agreement and each employee's salary shall be the same as it was prior to such increase.

Annual increments/step advancements for the 2013-2014 contract year shall be delayed by the number of pay periods for which increases were paid to employees in 2011-2012 prior to ratification of this Agreement.

**Section Two.** Administrators shall be paid according to the salary schedules set forth in Appendix B, subject to the following:

Wage increases implemented prior to ratification of this 2011-2016 Agreement shall cease effective the first day of the pay period following ratification of said Agreement and each employee's salary shall be the same as it was prior to such increase.

Wage increases for the 2013-2014 contract year shall be delayed by the number of pay periods for which the increases were paid to employees in 2011-2012 prior to ratification of this Agreement.

**Section Three.** An administrator who has a Ph.D. or an Ed.D. from an accredited institution of higher education shall receive an annual stipend of two thousand dollars (\$2,000.00) payable in a lump sum on or about October 1 of the fiscal year. Documentation of the administrator's Ph.D. or Ed.D. degree shall be submitted to the Superintendent not later than August 1 of the first fiscal year in which the administrator is eligible for this stipend.

**Section Four.** Longevity.

- A. No employee first hired on or after July 1, 2011 shall be entitled to a longevity payment; provided, however, any individual hired on or after said date who has military service which would count toward longevity under current (pre-July 2011) rules shall be entitled to longevity if such individual obtains the requisite service in the future.
- B. For employees not excluded from eligibility for longevity by subsection A above, the following shall apply:
  - (1) There shall be no longevity payment in October 2011.
  - (2) No service shall count toward longevity for the two (2) year period beginning July 1, 2011 through June 30, 2013. Effective July 1, 2013, any service accrued during the period July 1, 2011 through June 30, 2013 shall be added to employees' service for the purpose of determining their eligibility and level of longevity entitlement if it would have otherwise counted when performed.

- (3) Except as provided herein, all State service, including war service, shall be counted in determining eligibility for longevity. Part-time service shall be prorated.
- (4) Except as provided herein, employees will continue to be eligible for longevity payments for the life of this contract as follows:

	<u>10 Years</u>	<u>15 Years</u>	<u>20 Years</u>	<u>25 Years</u>
Assistant Principals	\$210.00	\$420.00	\$630.00	\$840.00
Principals	\$221.25	\$442.50	\$663.75	\$885.00

**Section Five.** Travel Reimbursements. Administrators shall be eligible for mile and meal reimbursement at the same rates as are established for managerial employees by the Department of Administrative Services/Office of Policy and Management.

An employee who is required to remain away from home overnight in order to perform the regular duties of his/her position will be reimbursed for lodging expenses in accordance with the Standard State Travel Regulations issued by the Commissioner of Administrative Services. Advance approval must be obtained, except in emergencies.

**Section Six.** In the event of an emergency wherein an Administrator is required to return to the school, payment for mileage will be allowed subject to the approval of the Superintendent and in accordance with Section Five.

**Section Seven.** Any administrator required to return to school to attend an evening function shall be entitled to payment for mileage.

**Section Eight.** Advanced Vacation Pay. Upon written request to the Superintendent, no later than three (3) weeks prior to the commencement of a scheduled vacation period, an employee shall receive such earned and accrued pay for vacation time as he/she may request, such payment to be made prior to the commencement of the employee's vacation period. Such advances shall be for the period of not less than one (1) pay week.

**Section Nine.** Individuals appointed to positions in the bargaining unit shall have their salaries determined as follows:

- A. Assistant Principals who are appointed as Principals shall receive a salary determined by taking the base annual salary (excluding longevity) as specified in the Assistant Principal's salary schedule plan plus five percent (5%) and placing the individual on the step of the Principal's pay plan that is closest to but not less than that sum.
- B. Individuals who are promoted from the teachers' bargaining unit into this bargaining unit shall receive a salary determined by taking their base annual salary (excluding longevity), plus any supplemental earnings from within

the Technical High School System in the preceding year, plus the increase specified in subsection (a) above and placing the individual on the step of the applicable pay plan that is closest to but not less than that sum.

- C. In situations other than the above, the Superintendent may place an appointee at one of the first two steps of the applicable pay plan in his/her sole discretion.

If the Superintendent determines that the individual should be placed at a higher step, the Superintendent shall notify the Union President of the proposed step placement, along with the reasons for the placement. If the Union deems the proposed placement to be unreasonable, the matter shall be discussed with the Superintendent. If the matter remains unresolved, the Union may submit the dispute directly to expedited arbitration provided the demand for arbitration is filed within seven (7) calendar days of the date the Union President received notice of the Superintendent's intent to place the appointee at a step higher than the first two steps of the applicable pay plan. The time for submission to expedited arbitration may be extended by mutual consent in writing.

### **ARTICLE 30 GROUP HEALTH AND LIFE INSURANCE**

**Section One.** The terms and conditions of employee health insurance have been negotiated separately on a coalition basis by the State employee unions and shall continue to be governed by the coalition agreement.

### **ARTICLE 31 PROFESSIONAL DEVELOPMENT**

The Connecticut Technical High School System encourages the participation of its Administrators at professional meetings, conferences, conventions, workshops and similar programs.

**Section One.** Approval to participate in professional functions may be granted by the Superintendent subject to standard procedures used by the Department of Education. Reimbursement, where applicable, will be at the rate indicated in the Standard State Travel Regulations, unless otherwise indicated in this Agreement.

**Section Two.** Tuition will be reimbursed up to twelve (12) credits per school year (July to June) at a reimbursement rate tied to the University of Connecticut rate. Written approval by the Superintendent must be obtained prior to enrollment. Course work must relate to the administrators' professional development objectives and/or the objectives of the

Connecticut Technical High School System. Administrators will be reimbursed upon successful completion of the course, submission of a voucher, transcript of a grade and a receipt or cancelled check showing the amount paid for tuition. Short term, non credit courses which are approved in writing by the Superintendent may also be reimbursed; reimbursement shall not exceed \$550.00 and may include fees up to \$500.00 for Continuing Education Units (C.E.U.'s).

**Section Three.** The Superintendent may approve full or partial reimbursement for dues to professional organizations. Request for reimbursement must be made in writing, prior to joining.

**Section Four.** For the purpose of making payments pursuant to Section Two above, and for the purpose of paying for attendance at educational conferences or conventions approved by the Superintendent, there shall be a Professional Development Fund consisting of:

- a) the amount unused and carried over from funds appropriated pursuant to Sections Four and Six of the contract that expired on June 30, 2011; and
- b) an additional \$30,000 added to the fund in each contract year.

There shall be unlimited carryover of unused funds from one contract year to the succeeding contract years.

**Section Five.** The administration of this Article shall be a subject of discussion by the joint Labor Management Committee. The department will co-operate in providing an annual audit of the fund.

## **ARTICLE 32 PERSONAL LEAVE**

**Section One.** Administrators shall have up to three (3) days of personal leave of absence with pay in each school year. On the first day of the pay period, which includes September 1, Administrators shall be credited with three (3) days of personal leave for use by the end of the last pay period prior to the next September 1. Administrators who are initially employed on or before November 1 shall be entitled to three (3) days of personal leave; administrators who are initially employed on or before March 1 shall be entitled to two (2) days of personal leave; administrators who are initially employed on or before May 1 shall be entitled to one (1) day of personal leave. Newly hired administrators may use personal leave as soon as it is credited, subject only to approval as provided in Section Two.

**Section Two.** Personal leave is subject to prior approval by the Superintendent. Such approval shall not be unreasonably withheld.

**Section Three.** Personal leave days which are not used during the year immediately prior to the first day of the pay period which includes September 1 will be reimbursed to the employee at the following rates:

- 1) for Assistant Principals, each full day will be reimbursed at the rate of \$250;
- 2) for Principals, each full day will be reimbursed at the rate of \$300.

This reimbursement will be paid to all employees at a school entitled to such reimbursement within thirty (30) days of September 1, except that reimbursement for personal days unused as of the date of retirement shall be paid at the time of retirement.

In lieu of reimbursement, an administrator may carry over one unused personal leave day to the next year, for use by September 1 of the next year. Any personal leave day carried over shall not be eligible for reimbursement.

### **ARTICLE 33 ADMINISTRATIVE REDUCTION IN FORCE**

**Section One.** Layoff, position elimination and reduction in force shall be defined as the involuntary, non-disciplinary separation of an employee from State service.

**Section Two.** If the Superintendent determines that it is necessary to eliminate unit positions, layoff unit members or engage in reduction in force involving unit members, the following procedure will be used:

“Administrative Seniority” for the purposes of this article is defined as the length of continuous service within this bargaining unit, Local #61, AFSA, from the date of appointment by the appointing authority with the administrative classification of Principal and Assistant Principal, including years of service as an administrator within the Connecticut Technical High School System prior to the advent of collective bargaining. If length of continuous service within the administrative bargaining unit is equal:

1. The administrator with the least amount of total (continuous and non-continuous) full-time service, including leaves of absence, within this bargaining unit shall be released first.
2. If the above criteria are equal, the administrator with the least amount of full-time, continuous service as a teacher or administrator with the Connecticut Technical High School System shall be released first.
3. 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 Administrator'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
2 <sup>nd</sup>	Highest Seniority	0
3 <sup>rd</sup>	Highest Seniority	3
4 <sup>th</sup>	Highest Seniority	9
5 <sup>th</sup>	Highest Seniority	6
6 <sup>th</sup>	Highest Seniority	7
7 <sup>th</sup>	Highest Seniority	2
8 <sup>th</sup>	Highest Seniority	8
9 <sup>th</sup>	Highest Seniority	5
10 <sup>th</sup>	Highest Seniority	4

**Section Three.** In the event that the Superintendent determines it is necessary to eliminate/layoff/reduce Assistant or position(s), the Superintendent shall notify the incumbent of the affected position(s) sixty (60) days prior to the effect of the personnel action. The incumbent(s) will be offered a transfer to a vacant position in his/her rank.

**Section Four.** In the event that an administrative position or positions are eliminated and no vacancy exists in a position of the same rank, the affected incumbent(s) may displace the least senior member of the administrators' bargaining unit in the same rank with the exception that the Superintendent shall consider affirmative action goals in directing such transfer.

**Section Five.** If there is no existing administrative position in his/her rank and the displaced administrator has the least seniority as defined in this article in his/her rank, he/she will be offered a vacant administrative position in any other administrative rank as defined below; provided such appointment does not constitute a promotion.

**Section Six.** If there is no existing administrative position in his/her rank and the displaced administrator has the least seniority as defined in this article in his/her rank, and there is no vacant administrative position in any other administrative rank as defined below, the affected administrator may displace the least senior administrator in any other rank, provided such appointment does not constitute a promotion.

**Section Seven.** If an administrator is relieved of his/her duties because of reduction in force, layoff or elimination of position and another administrative position is not otherwise

available as aforesaid, he/she shall be reassigned to a teaching position in accordance with the declaratory ruling of the Connecticut State Board of Labor Relations in Case No. TDR-7161, Decision No. 2225, August 15, 1983, and subject to the terms and conditions of the teacher's collective bargaining agreement.

**Section Eight.** Any administrator who is relieved of his/her duties because of non-disciplinary displacement shall be placed on a recall list for two (2) years. If reappointment is offered within a fifty (50) mile radius of the administrator's home and is refused, he/she shall be removed from the reappointment list.

**Section Nine.** When there is a vacancy in an administrator position and there is a recall list in effect, the Superintendent shall fill the vacancy from the recall list prior to hiring from the outside, provided that there is an administrator on the recall list who is certified for the vacancy and provided that a laid off Assistant Principal shall not be eligible for recall to a Principal's position. Any administrator relieved of his/her duties as above indicated, shall be recalled in the order of administrative seniority to the first vacancy for which he/she is certified, provided such recall shall not constitute a promotion.

**Section Ten.** The provisions of the Article shall be subject to grievance arbitration only with respect to the failure of the Board to follow the procedural requirements set out.

**Section Eleven.** Any administrator who has been laid off or had their position eliminated through reduction in force shall retain accrued sick leave earned provided they return to State service within two (2) years of the effective date or their layoff.

**Section Twelve.** The ranks referred to in this article are as follows:

1. Principal
2. Assistant Principal

#### **ARTICLE 34 DURATION AND HOLDOVER OF AGREEMENT**

**Section One.** This Agreement shall be effective retroactive to July 1, 2011 and shall expire June 30, 2016. This Agreement may be reopened for the limited purpose of negotiations over up to eight (8) non-economic issues for each party, which issues have de minimus cost, provided that both the Union and the Division identify the specific issues for the reopener not later than October 1, 2011. Reopener negotiations shall begin on a mutually agreed date after October 1, 2011.

**Section Two.** The negotiations for a successor Agreement will commence in accordance with statutory requirements.

**ARTICLE 35  
SALARY SCHEDULE**

**Section One.** Administrators shall be paid in accordance with the salary schedules of Appendix B. These salary schedules are applicable to all administrators holding 92 certification. The parties have agreed to eliminate the salary schedule for 82 certification as all positions in the bargaining unit require 92 certification.

**Section Two. Salary Schedules.** In the contract which was effective 7/1/07, the parties agreed to a restructured salary schedule for administrators. The parties further agreed to continue the restructuring in their memorandum of agreement modifying and extending the 2007-2011 contract to June 30, 2012, but with no change from 7/1/09 to 7/1/10. See Memorandum of Agreement signed May 8, 2009. As a result, for administrators employed with 92 certification as of June 30, 2007, placement on the restructured salary schedules, which included advancement for annual increments, was to be as follows for the period 7/1/07 through 6/30/12. The new step “old” step numbers are indicated in parentheses.

6/30/07 Step	7/1/07 Step	7/1/08 Step	7/1/09 Step	7/1/10 Step	7/1/11 Step
5, 6	1 (7)	1 (8)	1 (10)	1 (10)	2 (11)
7	2 (8)	2 (9)	1 (10)	1 (10)	2 (11)
8	3 (9)	3 (10)	2 (11)	2 (11)	3 (11)
9	4 (10)	4 (11)	3 (11)	3 (11)	4 (11)
10	5 (11)	5 (11)	4 (11)	4 (11)	5 (11)
11	6 (11)	6 (11)	5 (11)	5 (11)	5 (11)

For administrators employed with 92 certification as of June 30, 2007, placement on the restructured salary schedules for the period July 1, 2011 through June 30, 2016 has been modified to the following as a result of the parties’ August 2011 Agreement:

7/1/10 Step	7/1/11 Step	7/1/13 Step	7/1/14 Step	7/1/15 Step
1 (10)	1 (10)	2 (11)	3 (11)	4 (11)
1 (10)	1 (10)	2 (11)	3 (11)	4 (11)
2 (11)	2 (11)	3 (11)	4 (11)	5 (11)
3 (11)	3 (11)	4 (11)	5 (11)	5 (11)
4 (11)	4 (11)	5 (11)	5 (11)	5 (11)
5 (11)	5 (11)	5 (11)	5 (11)	5 (11)

Increases in salary due to annual increments/step advancement implemented prior to ratification of this 2011-2016 Agreement shall cease effective the first day of the pay period following ratification of said Agreement and each employee’s salary shall be the same as it was prior to such increase.

Annual increments/step advancement for the 2013-2014 contract year shall be delayed by the number of pay periods for which increases were paid to in employees in 2011-2012 prior to ratification of this Agreement.

**APPENDIX A**

**SUPERSEDEDENCE**

**CONNECTICUT TECHNICAL HIGH SCHOOL ADMINISTRATORS**

<b>PROVISION REFERENCE</b>	<b>CONTRACT REGULATION</b>	<b>STATUTE OR AMENDED</b>
Deduction of dues exclusively for the certified representative.	Article 6, Section 2	CGS 5-260
Procedure for dismissal or non-(e) renewal only.	Article 9, Section 1 Article 24, Section 1	CGS 10-151(c), (d),
Definition of “tenure”	Article 8, Section 7 Article 9, Section 1 Article 23, Sections 1, 2 and 3	CGS 10-151 and related Conn.State Agency Regs. 10-151
Allowance for use of leave credits for employees awaiting Workers’ Compensation determination.	Article 10, Section 1	CGS 5-143
Allowance for 100% of salary while incapacitated from contracting a communicable or contagious disease in the course of employment.	Article 10, Section 1	Reg. 5-142(b)
Maternity disability leave without pay carries position for 6 months.	Article 11, Section 2	Reg. 5-248-2(e)
Up to 5 days parental leave deductible from sick leave.	Article 11, Section 4	Reg. 5-247-4
Rate of vacation accrual specified in contract.	Article 21, Section 1	CGS 5-250
Vacation carryover normally limited to 10 day and maximum accumulation limited to 60 days for those hired 7/1/77 or later.	Article 21, Section 2	CGS 5-250(b)
Paid Military Leave for call ups limited to emergencies.	Article 26, Section 1	CGS 27-33

<b>PROVISION REFERENCE</b>	<b>CONTRACT REGULATION</b>	<b>STATUTE OR AMENDED</b>
Sick leave eligibility for death in immediate family increased to 5 days.	Article 27, Section 3	Regs. 5-247-4 5-247-4(a)(2)
Sick leave eligibility for sickness in family increased to 5 days.	Article 27, Section 3	Regs.5-247-4 5-247-4(a)(3)
Medical certificate not required for absences of 5 days or more unless requested.	Article 27, Section 8	Reg. 5-247-11
Sick leave monthly accrual denied when employee is without pay for 5 or more days per calendar month.	Article 27, Section 10	Reg. 5-247-2(a)(3)
Sick leave payment at 25% to maximum of 60 days upon death of employee within 10 years service.	Article 27, Section 11	CGS 5-247(a)
Payment for temporary service in a higher class commencing with the 15 <sup>th</sup> working day, retroactive on the first working day.	Article 28	CGS 5-209
Payment for excess mileage incurred because of temporary service in a higher class of a different school.	Article 29	CGS 5-200(l) CGS 5-200(n)
Pay groups for longevity payments' and suspension of service credit for the fiscal years 2011-2013.	Article 29, Section 4	CGS 5-213
Payment for mileage incurred when an Administrator required to return to School in emergency - subject to approval of the Superintendent.	Article 29, Section 6	Standard State Travel Regulations
Payment for unused Personal Leave Days.	Article 32	CGS 5-250(c)

**APPENDIX B**  
**SALARY CHART – PRINCIPALS/ASSISTANT PRINCIPALS**

**PRINCIPAL SALARY SCHEDULE 92**

	7/1/2011 7/1/2012	7/1/2013	7/1/2014	7/1/2015
GWI	0.00%	3.00%	3.00%	3.00%
Step				
1	\$121,435	\$125,078	\$128,830	\$132,695
2	\$124,471	\$128,205	\$132,051	\$136,013
3	\$127,583	\$131,410	\$135,352	\$139,413
4	\$130,773	\$134,695	\$138,736	\$142,898
5	\$134,042	\$138,062	\$142,204	\$146,470

**ASSISTANT PRINCIPAL SALARY SCHEDULE 92**

	7/1/2011 7/1/2012	7/1/2013	7/1/2014	7/1/2015
GWI	0.00%	3.00%	3.00%	3.00%
Step				
1	\$108,386	\$111,638	\$114,987	\$118,437
2	\$111,096	\$114,429	\$117,862	\$121,398
3	\$113,873	\$117,290	\$120,809	\$124,433
4	\$116,720	\$120,222	\$123,829	\$127,544
5	\$119,638	\$123,228	\$126,925	\$130,733

Note: Changes in salary shall take place at the start of the pay period that includes the effective dates referenced above. The pay period-start dates for the above effective dates are:

- 7/1/13 -- June 28, 2013 (but see Articles 29 and 35 regarding increases granted in July 2011 prior to ratification of this August 2011 Agreement)
- 7/1/14 -- June 27, 2014
- 7/1/15 -- June 26, 2015

Note: The salary amounts in the above schedules are approximate as the final salary schedules are determined by CORE-CT.

## **APPENDIX C JOB SECURITY**

From July 1, 2011 through June 30, 2015, there shall be no loss of employment for any bargaining unit employee hired prior to July 1, 2011, including loss of employment due to programmatic changes, subject to the following conditions:

1. Protection from loss of employment is for permanent employees and does not apply to:
  - Removal during the first year of the probationary period as set forth in Article 23 of the parties' current collective bargaining agreement;
  - expiration of a temporary or durational appointment;
  - termination of grant or other outside funding specified for a particular position.
2. This protection from loss of employment does not prevent the Board from restructuring and/or eliminating positions provided those affected bump or transfer to another comparable job in accordance with the terms of the collective bargaining agreement, particularly Article 33, or the Placement and Training process of the SEBAC agreement. An employee who is laid off under the rules of the collective bargaining agreement or the SEBAC Placement and Training process because of the refusal of an offered position will not be considered a layoff for purposes of this agreement.
3. The Board is not precluded from noticing layoff in order to accomplish any of the above, or for layoffs outside the July 1, 2011-June 30, 2015 period.

**SIGNATURE PAGE**

IN WITNESS THEREOF the parties execute this Agreement.

FOR THE AMERICAN FEDERATION OF  
SCHOOL ADMINISTRATORS (AFL-CIO)  
LOCAL 61

\_\_\_\_\_  
Richard Cavallaro

President

\_\_\_\_\_  
Date

FOR THE BOARD OF EDUCATION,  
STATE OF CONNECTICUT

\_\_\_\_\_  
George A. Coleman  
Acting Commissioner of Education

\_\_\_\_\_  
Date