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Contract

between

State of Connecticut Board of Education

and

State Vocational Federation of Teachers, Local 4200A, American Federation of Teachers, AFL-CIO

Connecticut Technical High Schools

Teachers Unit

Effective: September 1, 2007

Expiring: August 31, 2011

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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.

When an employee resigns or retires at the end of the school year, the employee's final paycheck shall include deductions for the balance of the twenty-six (26) payments of dues or agency service fees not yet paid during the school year.

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 Connecticut Technical High 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.

A. General Wage Increases

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

(a) Effective at the start of the pay period that includes September 1, 2007, all rates on the Salary Schedule for Full Time Teachers (Appendix A) shall be increased by three and one quarter percent (3.25%).

(b) Effective at the start of the pay period that includes September 1, 2008, all rates on the Salary Schedule for Full Time Teachers (Appendix A) shall be increased by three and one quarter percent (3.25%).

(c) Effective at the start of the pay period that includes September 1, 2009, 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, 2010, all rates on the Salary Schedule for Full Time Teachers (Appendix A) shall be increased by three percent (3.0%).

B. Compensation for Degrees

(a) For the 2007-2008 contract year, there shall be funds equivalent to one-quarter of one percent (0.25%) of the base salary account for full-time teachers as of September 1, 2007, to be used for the purpose of funding the Degree Scale payments as provided in Appendix G.

(b) For the 2008-2009 contract year, there shall be funds equivalent to one-half of one percent (0.50%) of the base salary account for full-time teachers as of September 1, 2008, to be used for the purpose of funding the Degree Scale payments as provided in Appendix G.

(c) For the 2009-2010 contract year, there shall be funds equivalent to three-quarters of one percent (.75%) of the base salary account for full-time teachers as of September 1, 2009, to be used for the purpose of funding the Degree Scale payments as provided in Appendix G.

(d) For the 2010-2011 contract year, there shall be funds equivalent to one percent (1.00%) of the base salary account for full-time teachers as of September 1, 2010, to be used for the purpose of funding the Degree Scale payments as provided in Appendix G.

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.

An employee who does not complete an extracurricular assignment, or who performs such assignment for only a portion of the season or year shall receive only pro rata payment.

If an employee resigns or is terminated from an extracurricular assignment after its inception but prior to its completion, the Principal may appoint a replacement for the balance of the assignment without posting the temporary assignment.

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. New Employees – First Paycheck and Notification.

(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. Paycheck Distribution for Payday on Friday after Thanksgiving.

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.

Section Seven. Calculation of Per Diem Compensation.

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. The rate of reimbursement shall be that provided for non-bargaining unit employees of the State Department of Education.

Notwithstanding any prior practice, whenever an employee is required to travel to a mandatory statewide professional development conference and the distance is greater than the employee's normal commuting distance, the employee shall be reimbursed for the extra travel involved at the prevailing rate for mileage reimbursement.

Section Nine. Annual Increments and Payments for Teachers at Maximum.

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.

In each of the four years of this 2007-2011 Agreement, teachers shall advance one step on the salary schedule, in accordance with previously established standards and procedures.

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

(a) For the 2007-2008 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 2008

(b) For the 2008-2009 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 seven hundred fifty ($750) payable the first pay period in January of 2009.

(c) For the 2009-2010 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 one thousand one hundred dollars ($1,100) payable the first pay period in January of 2010.

(d) For the 2010-2011 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 one thousand five hundred dollars ($1,500) payable the first pay period in January of 2011.

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.

Section Twelve. Salary Upon Recall or Reemployment.

An employee who resigns or who returns to employment from a layoff list with two years of separation shall be restored to the same salary level as held at the time of separation. Such employee shall also retain whatever status he/she had relative to tenure at the time of separation.

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 early dismissal 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 medical certificate. 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. An employee who is on leave pursuant to 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.

(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 Connecticut Technical High School System. 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. Civil Leave and Jury Duty.

(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 sub-section (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 teaching

skills and eligibility for career opportunities in the Department, study and research, or such other activity that the Superintendent deems of value to both the employee and the school system. 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 at the start of the school year 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 Connecticut Technical High School 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.

Employees shall be granted military leave in accordance with State and federal law.

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. Tax Sheltered Annuities.

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 2007-2008 school year, $425,000.

(2) In the 2008-2009 school year, $450,000.

(3) In the 2009-2010 school year, $475,000.

(4) In the 2010-2011 school year, $500,000.

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 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 Connecticut Technical High School System and particularly to the students in the Connecticut Technical High School System.

(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) 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.

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 Connecticut Technical Highs 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 LPN 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 LPN 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 LPN 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 more than one hundred eighty-four (184) teaching days scheduled on the school calendar.

(d) Early dismissal 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 $1.50 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 three 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 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) (l) 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 LPN, 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 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 early dismissal 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 at each school shall continue with respect to evening events.

When there is an evening event (such as open house) at a school, teachers who participate in such event shall be granted an early dismissal day, which will be

scheduled in accordance with the existing practice at each school.

(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 sixty (60) 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 a sign out system 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, LPN, 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.

(4) 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. Office Open During Open House.

The office in each Connecticut Technical High School System shall be open and a staff member present during open house evenings.

Section Five. Assignments.

(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. Teachers shall have input to the schedules for the coming school year through the Scheduling Team.

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) 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 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) An LPN Department Head providing coverage for a full day will be paid at 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. File Maintenance, Contents and Employee Access.

(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 Principal 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. Record of Access and Notice to Employee of Access.

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. Facilities Provided.

Subject to temporary disruption due to construction or remodeling, each school shall provide:

(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 or closet, 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 Compliance.

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.

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 and Eligibility.

(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 three (3) 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.

Vacancies arising thereafter after May 15 and up to October 31 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 web-site.

(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 an application on the form posted on the web site. Such application 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.

Except for vacancies arising during the exempt period specified in Article 11, Section One (a), the following shall apply:

(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) Instructors and counselors promoted to Academic/Guidance/Special Education Department Head will be promoted based on consideration of their experience (inside and outside the Connecticut Technical High 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 in accordance with the System's standard hiring practices.

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.

Except for vacancies arising during the exempt period specified in Article 11, Section One (a), the following shall apply:

(1) 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 Connecticut Technical High School System), trade achievements and educational attainment. Disputes over this subsection are grievable but not arbitrable.

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

(3) For vacancies arising during the exempt period specified in Article 11, Section One (a), the mechanism for selecting applicants shall be in accordance with the System's standard hiring practices.

(d) Advancement from VS 02 to VS 03 shall be considered a promotion.

Except for vacancies arising during the exempt period specified in Article 11, Section One (a), qualified applicants from within the system shall be given preference for promotion 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-68-7l. 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, and who are certified and currently teaching in the subject or trade area specified on the posting, 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.

An employee who applies for and is granted a transfer or promotion after the start of the school year shall be placed in the new position unless the Superintendent determines that the best interests of the system or school(s) will be better served by deferring the transfer or promotion to a later date.

If it is known that a position will not be filled until the start 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 for Promotion from Instructor to Department Head or From VS 02 to VS 03.

(a) An Instructor who is promoted 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 promotional probationary period shall be precluded from applying for another promotional position for a period of three (3) years thereafter, and he/she must have achieved satisfactory or better evaluations during the three-year period.

ARTICLE 12

LAYOFF AND RECALL

Section One. Definition and Notice.

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.

The Board shall give notice of layoff for the coming school year to a tenured employee by June 1.

The layoff and bumping procedures set forth in Sections Three, Four and Five of this Article shall be used for all layoffs, including but not limited to programmatic layoffs and layoffs due to a decline enrollment.

Section Two. Seniority Definition.

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 Connecticut Technical High School 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 Connecticut Technical High School 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 Connecticut Technical High School 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 Connecticut Technical High School 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. Bumping.

(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 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 provided he/she has taught in the subject or trade area within five (5) years prior to the date of layoff. A vacancy is the position which remains vacant after current employees have been afforded the opportunity to exercise their rights to transfer as provided in Article 11.

The previous sentence notwithstanding, Department Heads with recall rights who have completed the Department Head probationary period shall be offered Department Head vacancies provided they are certified and have held a

Department Head position in the same area or trade 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 as provided in Article 11.

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, daily 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.

An employee who accepts an offer of a full-time substitute position shall waive recall rights on the basis of each year of such substitute work substituted for each year of recall rights. If the employee works only one year as a full-time substitute, the employee will retain one year of recall rights. If the employee continues in a full-time substitute position for more than two years, there shall be no recall rights when the employee's appointment to the full-time substitute position is not renewed.

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.

* The just cause standard does not apply to termination or non-renewal of a non-tenured employee's contract. For termination or non-renewal of a non-tenured employee's contract, recourse may be had pursuant to Article 15, Section 2.

Section Two.

Employees with less than two (2) years of service may grieve discipline under Article 21 based on a claim of inequitable treatment. Any such grievance shall not be arbitrable.

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 a transfer from one school to another school, made or approved by the Superintendent. Administrative transfer shall not be used to circumvent the right of a senior employee to a lateral transfer pursuant to Article 11. The Superintendent shall approve voluntary administrative transfers only in special circumstances such as the need to retain a teacher in a shortage area, accommodation to a teacher's relocation or child care needs, or to meet the needs of bumped employees who wish to exchange the schools to which they were bumped.

(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, as a result of the transfer, to commute more than fifty-five (55) miles from home to school.

(f) The rank held by a teacher shall be a relevant consideration when making administrative transfers.

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 Connecticut Technical High School Instructor. Part-time employment in the regular day program of the Connecticut Technical High School System 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 not later than the first day of the month following his/her completion of thirty-seven (37) months of service.

A non-tenured employee with two (2) or more years of service who is terminated or non-renewed may, upon written request filed with the Superintendent within ten (10) days after receipt

of notice of termination or non-renewal, 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 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. Compensatory Preparation Time.

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. Scheduling of PPT Meetings.

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

Section Three. Afternoon PPT Conferences.

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. Notice of PPT Conferences.

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

Section Five. Extension of the Work Year.

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. Extension of the Work Year.

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 Support.

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

ARTICLE 18

LIBRARY/MEDIA SPECIALISTS

Section One.

Library/Media Specialists 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. Preparation Time.

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 Support.

Clerical personnel shall provide services to Department Heads.

Section Three. Temporary Assignment as Department Head.

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. Posting, Vacancies and Removal.

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. Qualifications and Seniority.

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 Connecticut Technical High School System, the CIAC, the applicable league, and/or the State Board of Education.

Section Three. Board Prerogatives.

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

ARTICLE 21

GRIEVANCE AND ARBITRATION PROCEDURE

Section One. Definitions.

(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. Contents of Written Grievance.

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. Informal Process.

(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. Timely Processing.

(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. Service Included.

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. Break in Seniority.

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. Breaking of Ties.

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

Section Four. Service for Administrators Returning to the Bargaining Unit.

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. Seniority List.

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.

There shall be a Labor Management Committee consisting of twelve (12) members. Six members shall be appointed by the Union. The Superintendent and five others appointed by the Superintendent shall represent the Employer. At least four (4) members of each party shall be permanent members.

The Committee shall meet four times each year, in or about September, December, March and May, with the specific dates to be determined by the parties. Additional meetings may be scheduled by mutual agreement. The four regular meetings shall be held on regular work days and begin at 9:00 a.m. and end not later than 12 noon. Other meetings shall be scheduled by mutual agreement.

Union representatives shall be released with pay to attend Labor-Management Committee meetings, for the full day of the meeting if they so desire. This release time shall not be charged to union business leave.

The meeting location shall alternate between the administrative offices of the System and the Union's offices.

When the meeting takes place at the System's offices, it shall be chaired by a representative of the Employer. When it takes place at the Union's office, it shall be chaired by a representative of the Union.

The chair of the upcoming meeting shall distribute the agenda for the meeting one week in advance. All requests for agenda items shall be submitted to the chair at least two working days

before the date for distribution of the agenda. Items may be added to the agenda by mutual agreement or for discussion of matters requiring immediate attention which could not be anticipated at the time the agenda was set.

All parties shall strive at all times to maintain a tone and demeanor at committee meetings which is cooperative and non-adversarial.

Labor Management Committee meetings are not grievance meetings or 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 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. Printing of Contract.

The parties will share the cost of printing the Agreement in booklet form by a union printer.

Section Two. Savings 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 Three. Notice of Resignation.

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.

An employee who is a participant in the State Employees Retirement System and who retires at the end of a school year shall not be required to perform any duties thereafter, even though his retirement date may be the following September 1.

Section Four. Payment for LPN Department Head Evening Coverage.

At those schools with an evening LPN program, the Department Head shall be paid for evening coverage of up to five (5) hours per week at his/her straight time hourly rate of pay. The Department Head shall determine the distribution of the hours.

Section Five. Change from "Vocational Technical" to Connecticut Technical High Schools.

During the negotiations for the 2007-2011 Agreement, the Board and the Union agreed to change all contractual references from "Vocational Technical Schools" to Connecticut Technical High Schools." The parties agree that this change is not intended to negate or modify the application of statutory provisions which use the phrase "vocational technical" to the school system.

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

SUPERSEDENCE

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 the first day of the 2007-2008 school year or legislative approval, whichever occurs later, and shall expire on the day prior to the start date of the 2011-2012 school year.

The provisions of C.G.S. 5-270 et seq. and related regulations notwithstanding, the next window period shall be not earlier than August, 2010.

ARTICLE 36

EXTENDED WORK YEAR

Teachers and Department Heads assigned to the Aviation Program may be assigned to teach for up to ten (10) additional days at the end of the regular school year. For each such additional work day, the employee shall be paid at the applicable per diem rate.

The Superintendent may approve extending the work year for Psychologists and/or Social Workers for up to an ten (10) additional days per year. Such additional days will be scheduled by the School Principal after consultation with the department head and the affected employee(s). For each such additional day, the employee shall be paid at the applicable per diem rate.

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 early dismissal 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 an early dismissal 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 an early dismissal 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.

$$\frac{\text{\# hours the teacher is absent (excluding 20 minute lunch)}}{}$$

_____ X 7 hours
# of work hours on that particular day
(excluding 20 minute lunch)

1 hour
_____ X 7 hours =
7 hours 10 minutes

1 hour
_____ X 7 hours = .9767
hours
7.1667 hours

= 59 minutes charged to SP

Early Dismissal Day – Partial Absence

Example: There is a pre-scheduled early dismissal 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.

hours the teacher is absent (excluding 20 minute lunch)
_____ X 7 hours
# of work hours on that particular day
(excluding 20 minute lunch)

3 hours 45 minutes
_____ X 7 hours =
4 hours 30 minutes

3.75 hours
_____ X 7 hours =
.5.8334 hours
4.5 hours

= 5 hours 50 minutes charged to PL

Normal Day – Partial Absence

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

hours the teacher is absent (excluding 20 minute lunch)
_____ X 7 hours
# of work hours on that particular day
(excluding 20 minute lunch)

6 hours 25 minutes
_____ X 7 hours =
7 hours 10 minutes

6.4167 hours
_____ X 7 hours =
6.2674 hours
7.1667 hours

= 6 hours 16 minutes charged to PL

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 an early dismissal 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

Pay Plan Anomalies.

Employees on the master list of individuals who were negatively impacted by the payplan anomalies caused by the implementation of the 1992 OJE 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.

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

SUPPLEMENTAL AGREEMENT ARTICLE 1
RECOGNITION

Section One. Recognition.

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. Categories of Employees Covered.

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. Agency Fees.

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. Rates of Pay.

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, at such step as the Superintendent shall determine at the time of hire. Provided that any such employee works twenty-one (21) hours or more per week (60 percent or more), the employee shall be eligible for an annual increment in the next school year on the same basis as full-time employees.

A regularly scheduled part-time employee who teaches in the regular day program and is hired in a full-time position shall be

placed at such step of the salary schedule as shall be determined in the manner used for any other newly hired full-time employee.

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

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

Section Two. Schedule of Salary Payments.

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.

An employee who does not complete an assignment as a coach or advisor, or who performs such assignment for only a portion of the season or year shall receive only pro rata payment.

If an employee resigns or is terminated from an extracurricular assignment after its inception but prior to its completion, the Principal may appoint a replacement for the balance of the assignment without posting the temporary assignment.

SUPPLEMENTAL AGREEMENT ARTICLE 4

FRINGE BENEFITS

Section One. Workers' Compensation.

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

Section Two. Medical and Life Insurance; Sick Leave and Personal Leave.

(a) 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. In lieu of these five (5) days, a regularly scheduled part-time employee who works more than thirty (30) hours per week shall accrue sick leave at the rate of seven (7) hours per month.

A regularly scheduled part-time employee who works seventeen and one-half (17.5) hours or more per week shall receive seven (7) hours of personal leave time each school year. Personal leave time may be used to enable such employee to receive full pay on a shortened day. Other uses of personal leave time shall be subject to the same limitations and procedures as for full-time employees. Personal leave may not be carried over from one year to the next and shall not be paid out in cash at any time.

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.

(b) 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. Retirement Benefits.

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. Work Schedules.

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. Discharge.

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 Connecticut Technical High 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. Orientation.

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 any employee who is full-time or who is paid a prorated annual salary of at least sixty percent (60%).

Section Four. Staff Meetings.

A durational or regularly scheduled part-time employee shall be required to attend the same staff meetings as are required of full-time employees. There shall be no additional compensation for such attendance for any employee who is full-time or who is paid a prorated annual salary of at least sixty percent (60%).

Section Five. Preparation Time.

A regularly scheduled part-time employee who is working in the regular day program for twenty-one (21) or more hours per week (at least 60 percent) shall be granted pro rata preparation time.

SUPPLEMENTAL AGREEMENT ARTICLE 6
PUPIL LOAD AND CLASS COVERAGE

Section One. Pupil Load.

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. Class Coverage.

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. Eligibility for Substitute Assignments.

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. Posting of Vacancies and Removal.

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. Qualifications.

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 Connecticut Technical High School System, the CIAC, the applicable League, and/or the State Board of Education.

Section Three. Board Prerogatives.

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

SUPPLEMENTAL AGREEMENT ARTICLE 10

GRIEVANCE AND ARBITRATION PROCEDURE

Section One. Definition.

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. Process.

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. Definition.

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. Application of Seniority to Layoff.

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 Connecticut Technical High 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
SUPERSEDENCE

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 the first day of the 2007-2008 school year or legislative approval, whichever occurs later, and shall expire on the day prior to the start date of the 2011-2012 school year.

The provisions of C.G.S. 5-270 et seq. and related regulations notwithstanding, the next window period shall be not earlier than August, 2010.

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 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

GROUP VS 01: Instructors with Initial, Provisional or Temporary Certification (except as specified below); School to Career

GROUP VS 02: All Instructors with Professional Certification; Guidance and Reading Instructors with Initial, Provisional or Temporary Certification; Library/ Media Specialists; School to Career

GROUP VS 03: Department Heads; Psychologist/Social Workers; Dean of Students

During the negotiations for the 2007-2011 Agreement, the parties agreed that the position of School to Career would be allocated to Groups VS 01 and VS 02. Incumbents in the position who were being paid in Group VS 03 prior to approval of this Agreement shall be red-circled at their current annual salaries but shall receive the general wage increases and annual increments provided by this Agreement.

The Board and the Union agree to submit the classification of Library/Media Specialist to the Master Evaluation Committee of evaluation as provided in the SCOPE agreement. The Committee shall determine if the class should be upgraded to Salary Grade VS 03; and shall not have the authority to require the creation of a new Salary Grade. If the Committee determines that VS 03 is the appropriate salary grade, incumbents shall be upgraded to VS 03 in accordance with the "round-up method" retroactive to the start of the 2007-2008 contract year.

The Superintendent shall have the discretion to advance a tenured employee who is teaching in a shortage area up to two steps on the salary schedule when the Superintendent finds that such advancement is required to bring such employee's salary to a level comparable to that of a recent hire with comparable qualifications who is teaching in the same area, in the same school. For the purpose of this provision, shortage areas are English, mathematics and science.

In the event that the Board establishes a new classification during the term of this Agreement, the classification shall be allocated to the pay plan that has positions of comparable qualifications and duties. If the Union does not agree to the pay plan proposed by the Board, the Union may seek arbitration in accordance with Section 5-276a of the General Statutes.

APPENDIX A

SALARY SCHEDULE FOR FULL-TIME TEACHERS

EFFECTIVE 9/01/07

PAY PLAN	STEP	ANNUAL	BIWKLY	PER DIEM	HOURLY
VS 01	03	44,699	1,712.61	237.77	33.97
VS 01	04	47,115	1,805.18	250.62	35.81
VS 01	05	49,535	1,897.90	263.49	37.65
VS 01	06	51,956	1,990.66	276.37	39.49
VS 01	07	54,374	2,083.30	289.23	41.32
VS 01	08	56,793	2,175.98	302.10	43.16
VS 01	09	59,210	2,268.59	314.95	45.00
VS 01	10	61,630	2,361.31	327.82	46.84
VS 01	11	64,048	2,453.95	340.69	48.67
VS 01	12	66,467	2,546.63	353.55	50.51
VS 01	13	68,888	2,639.39	366.43	52.35
VS 02	02	48,356	1,852.73	257.22	36.75
VS 02	03	51,123	1,958.74	271.94	38.85
VS 02	04	53,889	2,064.72	286.65	40.95
VS 02	05	56,658	2,170.81	301.38	43.06
VS 02	06	59,426	2,276.86	316.10	45.16
VS 02	07	62,191	2,382.80	330.81	47.26
VS 02	08	64,958	2,488.82	345.53	49.37
VS 02	09	67,728	2,594.95	360.26	51.47
VS 02	10	70,493	2,700.89	374.97	53.57
VS 02	11	73,260	2,806.90	389.69	55.67
VS 02	12	75,040	2,875.10	399.15	57.03
VS 02	13	76,818	2,943.22	408.61	58.38
VS 03	01	52,648	2,017.17	280.05	40.01
VS 03	02	55,842	2,139.55	297.04	42.44
VS 03	03	59,036	2,261.92	314.03	44.87
VS 03	04	62,230	2,384.30	331.02	47.29
VS 03	05	65,425	2,506.71	348.01	49.72
VS 03	06	68,618	2,629.05	364.99	52.15
VS 03	07	71,815	2,751.54	382.00	54.58
VS 03	08	75,006	2,873.80	398.97	57.00
VS 03	09	78,201	2,996.21	415.97	59.43
VS 03	10	81,396	3,118.63	432.96	61.86
VS 03	11	84,590	3,241.00	449.95	64.28

APPENDIX A

SALARY SCHEDULE FOR FULL-TIME TEACHERS

EFFECTIVE 9/01/08

PAY PLAN	STEP	ANNUAL	BIWKLY	PER DIEM	HOURLY
VS 01	03	46,152	1,768.28	245.49	35.07
VS 01	04	48,646	1,863.84	258.76	36.97
VS 01	05	51,145	1,959.58	272.05	38.87
VS 01	06	53,645	2,055.37	285.35	40.77
VS 01	07	56,141	2,151.00	298.63	42.67
VS 01	08	58,639	2,246.71	311.91	44.56
VS 01	09	61,134	2,342.30	325.19	46.46
VS 01	10	63,633	2,438.05	338.48	48.36
VS 01	11	66,130	2,533.72	351.76	50.26
VS 01	12	68,627	2,629.39	365.04	52.15
VS 01	13	71,127	2,725.18	378.34	54.05
VS 02	02	49,928	1,912.96	265.58	37.94
VS 02	03	52,784	2,022.38	280.77	40.11
VS 02	04	55,640	2,131.81	295.96	42.28
VS 02	05	58,499	2,241.35	311.17	44.46
VS 02	06	61,357	2,350.85	326.37	46.63
VS 02	07	64,212	2,460.23	341.56	48.80
VS 02	08	67,069	2,569.70	356.75	50.97
VS 02	09	69,929	2,679.28	371.97	53.14
VS 02	10	72,784	2,788.66	387.15	55.31
VS 02	11	75,641	2,898.13	402.35	57.48
VS 02	12	77,479	2,968.55	412.13	58.88
VS 02	13	79,315	3,038.89	421.89	60.27
VS 03	01	54,359	2,082.73	289.15	41.31
VS 03	02	57,657	2,209.09	306.69	43.82
VS 03	03	60,955	2,335.45	324.23	46.32
VS 03	04	64,252	2,461.77	341.77	48.83
VS 03	05	67,551	2,588.17	359.32	51.34
VS 03	06	70,848	2,714.49	376.86	53.84
VS 03	07	74,149	2,840.96	394.41	56.35
VS 03	08	77,444	2,967.21	411.94	58.85
VS 03	09	80,743	3,093.61	429.49	61.36
VS 03	10	84,041	3,219.97	447.03	63.87
VS 03	11	87,339	3,346.33	464.57	66.37

APPENDIX A

SALARY SCHEDULE FOR FULL-TIME TEACHERS

EFFECTIVE 9/01/09

PAY PLAN	STEP	ANNUAL	BIWKLY	PER DIEM	HOURLY
VS 01	03	47,537	1,821.35	252.86	36.13
VS 01	04	50,105	1,919.74	266.52	38.08
VS 01	05	52,679	2,018.36	280.21	40.03
VS 01	06	55,254	2,117.02	293.91	41.99
VS 01	07	57,825	2,215.52	307.58	43.94
VS 01	08	60,398	2,314.10	321.27	45.90
VS 01	09	62,968	2,412.57	334.94	47.85
VS 01	10	65,542	2,511.19	348.63	49.81
VS 01	11	68,114	2,609.74	362.31	51.76
VS 01	12	70,686	2,708.28	375.99	53.72
VS 01	13	73,261	2,806.94	389.69	55.67
VS 02	02	51,426	1,970.35	273.55	39.08
VS 02	03	54,368	2,083.07	289.20	41.32
VS 02	04	57,309	2,195.75	304.84	43.55
VS 02	05	60,254	2,308.59	320.50	45.79
VS 02	06	63,198	2,421.38	336.16	48.03
VS 02	07	66,138	2,534.03	351.80	50.26
VS 02	08	69,081	2,646.79	367.46	52.50
VS 02	09	72,027	2,759.66	383.13	54.74
VS 02	10	74,968	2,872.34	398.77	56.97
VS 02	11	77,910	2,985.06	414.42	59.21
VS 02	12	79,803	3,057.59	424.49	60.65
VS 02	13	81,694	3,130.04	434.55	62.08
VS 03	01	55,990	2,145.22	297.82	42.55
VS 03	02	59,387	2,275.37	315.89	45.13
VS 03	03	62,784	2,405.52	333.96	47.71
VS 03	04	66,180	2,535.64	352.03	50.29
VS 03	05	69,578	2,665.83	370.10	52.88
VS 03	06	72,973	2,795.91	388.16	55.46
VS 03	07	76,373	2,926.17	406.24	58.04
VS 03	08	79,767	3,056.21	424.30	60.62
VS 03	09	83,165	3,186.40	442.37	63.20
VS 03	10	86,562	3,316.56	460.44	65.78
VS 03	11	89,959	3,446.71	478.51	68.36

APPENDIX A

SALARY SCHEDULE FOR FULL-TIME TEACHERS

EFFECTIVE 9/01/10

PAY PLAN	STEP	ANNUAL	BIWKLY	PER DIEM	HOURLY
VS 01	03	48,963	1,875.98	260.45	37.21
VS 01	04	51,608	1,977.32	274.52	39.22
VS 01	05	54,259	2,078.89	288.62	41.24
VS 01	06	56,912	2,180.54	302.73	43.25
VS 01	07	59,560	2,282.00	316.81	45.26
VS 01	08	62,210	2,383.53	330.91	47.28
VS 01	09	64,857	2,484.95	344.99	49.29
VS 01	10	67,508	2,586.52	359.09	51.30
VS 01	11	70,157	2,688.01	373.18	53.32
VS 01	12	72,807	2,789.55	387.28	55.33
VS 01	13	75,459	2,891.15	401.38	57.34
VS 02	02	52,969	2,029.47	281.75	40.25
VS 02	03	55,999	2,145.56	297.87	42.56
VS 02	04	59,028	2,261.61	313.98	44.86
VS 02	05	62,062	2,377.86	330.12	47.16
VS 02	06	65,094	2,494.03	346.23	49.47
VS 02	07	68,122	2,610.04	362.36	51.77
VS 02	08	71,153	2,726.17	378.48	54.07
VS 02	09	74,188	2,842.46	394.62	56.38
VS 02	10	77,217	2,958.51	410.73	58.68
VS 02	11	80,247	3,074.60	426.85	60.98
VS 02	12	82,197	3,149.32	437.23	62.46
VS 02	13	84,145	3,223.95	447.58	63.94
VS 03	01	57,670	2,209.58	306.76	43.83
VS 03	02	61,169	2,343.64	325.37	46.49
VS 03	03	64,668	2,477.71	343.98	49.14
VS 03	04	68,165	2,611.69	362.58	51.80
VS 03	05	71,665	2,745.79	381.20	54.46
VS 03	06	75,162	2,879.78	399.80	57.12
VS 03	07	78,664	3,013.95	418.43	59.78
VS 03	08	82,160	3,147.90	437.03	62.44
VS 03	09	85,660	3,282.00	455.64	65.10
VS 03	10	89,159	3,416.06	474.25	67.75
VS 03	11	92,658	3,550.12	492.87	70.41

APPENDIX B

STIPENDS FOR SUPPLEMENTAL RESPONSIBILITIES

STIPEND POSITION	2007-2008 STIPEND	2008-2009 STIPEND (3.25%)	2009-2010 STIPEND (3%)	2010-2011 STIPEND (3%)
Athletic Coordinator	$7,240	$7,475	$7,699	$7,930
Baseball Assistant Coach	3,272	3,378	3,479	3,583
Baseball Head Coach	5,084	5,249	5,406	5,568
Basketball Assistant Coach	4,116	4,250	4,378	4,509
Basketball Freshman Coach	2,787	2,878	2,964	3,053
Basketball Head Coach	6,294	6,499	6,694	6,895
Cheerleading Coach (Fall)	2,787	2,878	2,964	3,053
Cheerleading Coach (Winter)	2,787	2,878	2,964	3,053
Chess Coach	929	959	988	1,018
Cross Country Coach	3,272	3,378	3,479	3,583
Dance Team Coach	2,787	2,878	2,964	3,053
Football Assistant Coach	4,482	4,628	4,767	4,910
Football Head Coach	7,146	7,378	7,599	7,827
Freshman Football Coach	4,482	4,628	4,767	4,910
Golf Assistant Coach	2,905	2,999	3,089	3,182
Golf Coach	3,272	3,378	3,479	3,583
Lacrosse Coach	3,028	3,126	3,220	3,317
Rifle Assistant Coach	2,905	2,999	3,089	3,182
Rifle Coach	3,272	3,378	3,479	3,583
Soccer Assistant Coach	3,028	3,126	3,220	3,317
Soccer Freshman Coach	3,028	3,126	3,220	3,317
Soccer Head Coach	4,116	4,250	4,378	4,509
Softball Assistant Coach	3,272	3,378	3,479	3,583
Softball Head Coach	5,084	5,249	5,406	5,568
Tennis Assistant Coach	2,905	2,999	3,089	3,182
Tennis Coach	3,272	3,378	3,479	3,583

APPENDIX B

STIPENDS FOR SUPPLEMENTAL RESPONSIBILITIES

STIPEND POSITION	2007-2008 STIPEND	2008-2009 STIPEND (3.25%)	2009-2010 STIPEND (3%)	2010-2011 STIPEND (3%)
Track Assistant Coach	3,028	3,126	3,220	3,317
Track Head Coach	4,482	4,628	4,767	4,910
Volleyball Asst Coach	3,028	3,126	3,220	3,317
Volleyball Head Coach	4,116	4,250	4,378	4,509
Wrestling Asst Coach	3,272	3,378	3,479	3,583
Wrestling Head Coach	4,116	4,250	4,378	4,509
Class Advisor - Freshman	929	959	988	1,018
Class Advisor - Sophomore	929	959	988	1,018
Class Advisor - Junior	1,549	1,599	1,650	1,700
Class Advisor - Senior	2,168	2,238	2,305	2,374
National Honor Society Advisor	929	959	988	1,018
Skills USA Advisor	2,581	2,665	2,745	2,827
Student Council Advisor	3,272	3,378	3,479	3,583
Yearbook Advisor	4,116	4,250	4,378	4,509
BEST Mentor	2,581	2,665	2,745	2,827
Chemical Hygiene Officer	2,581	2,665	2,745	2,827
Professional Development Chair	2,581	2,665	2,745	2,827
Web Content Coordinator	2,581	2,665	2,745	2,827

During the term of this Agreement, the Board and the Union may mutually agree to add new coach or advisor stipends to this schedule. The rate for such new coach or advisor shall be set at the rate of a coach or advisor on the existing schedule who performs comparable work.

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:

School Year	Instructor	Supervisor
2007-2008	$25.40	$30.46
2008-2009	$26.23	$31.45
2009-2010	$27.01	$32.39
2010-2011	$27.82	$33.36

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

L.P.N. PARKING

The State will establish a pool of $1200 each contract year to be allocated for parking expenses for L.P.N. 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 for clinical instructors in the LPN program shall be $300 per day.

The daily substitute rate for all other substitutes shall be as follows:

2007-2008:	$135
2008-2009:	$145
2009-2011:	$155

The rate for daily substitutes may be increased as deemed necessary by the Board. The Board may establish different substitute rates for different categories or programs. Prior to effecting any change in substitute rates, the Superintendent shall give the Union notice and, upon request, meet and confer with the Union to review its intended action.

APPENDIX G

DEGREE SCALE

1. Appendix G shall compensate full-time employees who have attained the degrees and credits set forth in item 8 below.

2. Each level of achievement listed below shall reflect the highest level of education/degree work attained by the employee as of the 30th day of June.

   Each employee shall be required to submit verification of the level of education/degree work attained to the Human Resources office. All new employees shall be asked to submit verification at time of hire. When any employee attains a higher level of education/degree work, the employee must submit verification of such not later than the June 30 preceding the school year in which the supplemental payment shall be made.

3. Each level reached shall entitle the employee to the identified number of shares of the fund established by the contract.

4. The fund for each contract year shall be established based upon the base salary account of full-time teachers as of September 1 of the applicable school/contract year.

5. On and after July 1st of each year, the Board shall examine the status of each qualifying full-time employee, and shall determine the total shares that must be paid from the contractual fund. For example, the following equation reflects the formula for distribution of the fund based upon a fraction established as follows:

- The numerator shall be the number of qualifying shares for the individual Instructor.

- The denominator shall be total number of shares of all qualifying Instructors in the Unit.

6. Each qualifying full-time employee shall be entitled to that fraction of the fund described above.

7. Each qualifying full-time employee shall receive his/her supplemental payment in the last paycheck in December, in each year. In the event that State payroll processing procedures cannot accommodate this method of payment, the parties shall agree upon a substitute after consultation with payroll officials.

8. Shares used to determine the supplemental payments shall be assigned in accordance with the following schedule:

LEVEL	SHARES
Bachelor's (Trade Only)	3 shares
Master's (Trade Only)	4 shares
Master's Plus 15 Credits (Credits must be toward a 6th year or second Master's or in planned program approved by the Superintendent	5 shares
6th Year or Second Master's	6 shares
Doctorate	7 shares

SUPERSEDENCE APPENDIX

PROVISION	CONTRACT REFERENCE	STATUTE OR REGULATION AMENDED
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

SUPERSEDENCE APPENDIX

PROVISION	CONTRACT REFERENCE	STATUTE OR REGULATION AMENDED
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; just cause standard not applicable to dismissal of non-tenured teachers	Article 13, Sec. 1	C.G.S. 10-151
Tenure defined.	Article 15, Sec. 1	C.G.S. 10-151.
Procedure for dismissal or 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 LPN instructors for parking charges.	Appendix E	C.G.S. 5-141A; Standard State Travel Regs.

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