

Vocational Instructor

Local 4200A ~ AFT, AFTCT, & AFL-CIO



**"It Pays
To Be Taught
By a Vo-Tech
Teacher"**

Volume MMXXI Issue 4

April 2021

The Why's and What's of Contract Arbitration

By Ed Leavy, SVFT President

There is a great song by the veteran rock band Southside Johnny and the Asbury Jukes entitled "All I Want is Everything." The song ends:

All I want, all I want, all I want is everything
Just give me everything
I don't want much, I just want it all, want it all
Everything, everything, everything, everything.

I have found myself thinking of that song during negotiations while listening to management's proposals. When we started our negotiating committee process 18 months ago, we discussed that we have a "mature contract," so massive changes were not going to happen. The original agreement was negotiated in 1978, and much of the original language remains. It has changed based on needs and the times, of course: there are no longer references to mimeograph machines and typewriters, the transfer list is gone, the VS02 scale has been added. In general, however, the basic relationship between Central Office and SVFT members has remained. Transfers are processed differently now, and a few additional restrictions have been added, but the ability to voluntarily transfer to a new school based on seniority remains. Administrative transfers have shorter notification periods and fewer miles allowed, but the prohibition on administrative transfers for discipline remains. The management rights clause in Article 2 remains verbatim since the first contract. The length of the school year has been the same for 40 years. We consider it a mature contract because the general structure has remained and successfully guided the system for decades, through two dozen or so Superintendents and seven SVFT Presidents. We had some changes we wanted to make - the transfer window should not have an exception period, there is always more to do with part-time rights, increased tuition reimbursement funds, and issues of that type, but the integrity of the contract needs to be maintained.

After fourteen years of negotiating with the district, I believed that consensus was shared. We knew money was going to be an issue – the State is demanding hard zeroes, and we feel that is ridiculous – but we assumed they would take a similar approach to us when it came to language. We were wrong. Under their proposals, voluntary transfers would be eliminated entirely; every position would require a full application. Administrative transfers would have no mileage limit when it came to discipline; if the principal at, for example, Wolcott had an issue with a teacher, that teacher could be transferred to Wright, adding three hours a day to the commute. Management rights would be so broad that any protections we had in the contract could be ignored. Oh, and not only are there no raises or degree scale or top-step bonus, but everyone would work an extra two days, and department heads an additional five on top of that – for free. When we asked for some reasons for these changes, their lawyer stammered a bit and then in effect channeled Southside Johnny – they want it, and everything else too.

(Continued on Pg.2)

(Continued from Pg. 1)

To be clear, what they want and what they get will probably be vastly different. There is no point in trying to negotiate any of this at the table; do we settle for “only” one free day? The money alone would have pushed us into arbitration, but now we must arbitrate dozens of issues. For the first time in more than two decades, the SVFT membership will not be voting to ratify a contract. The arbitrator will decide.

Connecticut binding arbitration differs from other states. On issue by issue, the arbitrators choose management’s proposal or the union’s proposal; they cannot pick a middle ground. For example, management proposes adding two days without pay to the school year. The union proposes no additional days. Arbitrator cannot decide on adding one day, since that is not a proposal; they must pick two or zero. Every arbitrated proposal is handled in exactly this fashion. The benefits of binding arbitration are obvious; it prevents teachers from being locked out (lock outs mean we are not allowed to return to work next year under the current language) or striking. On the negative side, it is slow, drawn out, and expensive. Our goal moves from getting a contract to the legislature for a vote by the end of this legislative session in June so we can have a contract next year, to hoping we can get it to the legislature next May for approval. Any raises, etc. would be retroactive; top-step bonuses, degree scale, and tuition reimbursement would be frozen until we get a new contract. The legislature still must approve an arbitrated award – the threshold is 33%+1 for an arbitrated contract (it’s 50%+1 for a ratified contract). The legislature may not be excited to vote on a contract in an election year, so there is no guarantee we will have it voted on next year either.

It may be that we were always heading to arbitration; the difference in expected raises and increments would never be bridged. If the issues were simply money, however, it could be settled through coalition bargaining with other State workers, as happened on 2009, 2011, and 2017. We may end up there with salary; it seems ridiculous that the State is negotiating salary with 32 bargaining units separately at the same time. Yet even if we could agree on salary, we can never agree on the language issues. Not every bargaining unit is in that situation.

We believe that our system has flourished since 1978 because the contract keeps a working relationship between Central Office and the teachers. It’s not always perfect and it can be frustrating, but 43 years of collective bargaining have shown us it works. I am proud of the system that this contract helped create. The people on the other side of the table believe that by themselves, they can create a far better system than the negotiations of dozens of people over decades have created, that their wisdom alone is greater than the collected wisdom that created the contract. They believe that the way to improve is to have the teachers do exactly what they are told, when they are told, in the way they are told to do it. The relationship would not be that of equals sitting across the table and using the contract as our guide to make decisions, but rather Jim Henson’s relationship with Kermit the Frog. We want to continue largely on the same path we have been walking together for decades. They want something different. They want everything.

Goodbye From the 20th Century

By Ed Leavy

Our Executive Council is composed of 42 people: two building reps from 17 schools; one rep from Bristol, Aerotech, and Stratford Aero, and the five officers. Only two members of the current Council were on the Board before the year 2000, and at the end of the year there will be none. Henry McMillan from Prince decided not to run for a twelfth terms as a rep, and I will be retiring May 1. With that, the SVFT Executive Council closes its door to the 20th century.

Henry was elected as a rep from Prince in 1999. Since then, he has fought for Prince’s members against anyone he thought was hurting them – Central Office, administrators, and at times the SVFT leadership. When I first took over as Executive Union Rep, Henry called me regularly to criticize me. He was usually polite and always honest, and I respected the fact that he made his comments to me directly rather than to others – though I cannot say I enjoyed the calls. I also thought he was often correct, but at the time there were political realities that I could neither avoid nor discuss.

(Continued on Pg.3)

(Continued from Pg.2)

When Jan Hochadel became SVFT President in 2011, I called Henry and we had a long talk about making a new start; I remember pacing outside Platt THS on the phone for over an hour, then calling Jan to say, "He's a really good guy." Jan asked Henry to be on Labor-Management and to chair Grievance and Arbitration, and as we worked together it was easy to come to agreement on most issues.

Henry is an incredible building rep, but he's been more than that to the SVFT. For almost all his 22 years on the Council, Henry has been our only Black representative, and he would call us to discuss issues we had missed in terms of race in a positive and helpful way. Since we started our Minority Teacher Committee, Henry has been invaluable in helping create trust and openness between the members and the leadership; the committee would not have been successful without him. For me, he has become a trusted confidant and real friend. We discuss what is going on in the district and the state at least once a week. Henry has undoubtedly made me a better officer, but he has also made me a better person. We will remain friends, but I cannot imagine being President without him on the Council.

I will not have to do that; for the immediate future at least, Paul will have that responsibility after my retirement in a few weeks. It was clear to me over this past summer, as every day I talked to a dozen people about their fears, their health, their childcare concerns as we headed back to school in the pandemic, that to get through the year emotionally I had to have a clear end date in sight. As the year has gone on, it also became clear that the membership needs a new start as well. I have been an officer for 14 years, longer than anyone ever has in the SVFT. That is a long time to spend with me. I have seen too many union presidents hang on well after they should step aside, claiming that there is no one to take their place. I doubted that was true of them, and it is certainly not true of me. Our officer team – Paul, Bob, Emily, and Tamara – is an amazing group who cares deeply about our system and fights hard for our members. Since I became President in 2015, we have worked through issues as a group; while the final decision is mine, we tried to get to consensus and usually did. I leave knowing the SVFT leadership is in good hands.

The strength of any union though is in the membership, not the leadership, and that is where the SVFT has always been exceptional. People stand up and get active. As an example, in what has been a tough year, the growth of our Minority Teacher Committee has been a constant source of inspiration. We have a young, diverse set of members who are eager to bring a new perspective to our union's leadership – a perspective we desperately need. The best way to make that happen right now is for me to get out of the way and let someone step up. I am certain our membership will make a wise and thoughtful choice of whom should represent them.

Obviously, I will not be retiring to read and relax; despite what the Yankee Institute says, our pensions are not that lucrative. After a lengthy selection process, I have been hired to work as project staff through AFT to organize healthcare workers. I have spent a couple of summers doing that work and am looking forward to making it my final career. After 36 years with the State, including 12 as a building rep and 14 as an officer, we're all ready for a change. I leave knowing that the greatest honor of my lifetime will always be being elected to represent the members of the SVFT. Thank you so much for the opportunity.

In Solidarity,
Ed

Labor History: The Southern Differential

By Ed Leavy

Businesses moving south to take advantage of non-unionized, lower-wage workers is not a new phenomenon. The anti-union attitude in the South continues today – UAW's recent loss in their attempt to organize a Nissan plant in Mississippi is an example – but its roots go back decades. One important exception was the International Harvester strike in Louisville, Kentucky in 1947. Only two months after organizing the plant, with only \$61 in the bank, and facing the intrinsic problem of racism in a segregated local, Farm Equipment Workers Local 236 defeated one of the world's largest corporations.

International Harvester had a long history of anti-union activity. The company's founder, Cyrus McCormick, and his family became experts on
(Continued on Pg. 4)

(Continued from Pg. 3)

squashing organizing efforts through legal and extra-legal means. International Harvester was one of the last Midwest industrial giants to become unionized; its first union did not form until 1941. In response, the company built a plant in Kentucky, believing the anti-union attitudes of the South could protect it. Their plan failed; the plant was organized in 1947, a year after opening.

The key issue in the strike was what the FE called the “Southern differential.” International Harvester set its wages “in accordance with the generally prevailing wage in a given community.” This policy – which turned the old expression on its head to become, “a shrinking tide lowers all boats” – led the company to pay Louisville workers less than they did at any other IH plant. In case this issue seems arcane, Snapple recently used the same logic to reduce wages in upper New York state after other factories had closed, arguing they were now above the prevailing local wage. FE argued that workers doing the same work as in other plants, building the same tractors that sold for the same amount, should be paid the same wage.

The organizing drive faced huge obstacles. “For the common guy on the street that got a job at Harvester, well, you’d think they’d gone to heaven,” recalled one of the organizers. Race, as always, was also an issue. The Louisville plant was one of the few that let African-Americans work as machinists. The workforce, over 80% white, was primarily from outside Louisville; one organizer described them as, “Guys who wore overalls. Chewed tobacco, spitting on the floor. And those guys were racist – I mean, real racist.” FE leadership was faced with the challenge of getting workers to ignore the lower salaries of their neighbors, look past race, and recognize the injustice of their situation. But the FE was a ferocious union. The leadership of FE Local 236 was highly unusual for its time, or ours. Its leadership was young, all in their early 30s. The president was Chuck Gibson, a white assembly line worker known for his radical politics and prodigious drinking. Other key elected leaders such as Secretary Treasurer Sal Matero were African-Americans civil rights leaders.

Leadership stressed economic fairness and regional pride. “We’re not going to be second-class citizens in the South,” cried FE representative Sterling Neal.

The FE insisted on racial unity. Their literature stated, “Southern bosses for generations had played Negro against white, and white against Negro,” and that’s why “Southern workers were the lowest paid in the country.” They were still far from confident, however, when on September 17, 1947 union representatives went to management and demanded the end of the “Southern differential.” When management refused to discuss the issue, workers then walked off the job, surprising not only management but union leadership. FE leadership regrouped and showed creativity in their tactics. When the local court granted an injunction against the union for blocking access into the building for management and scabs, stating that “no more than two” members could stand in front of an entrance, FE placed 1000 members nearby and exchanged the two members every 30 seconds; the intimidation work. Many of the strikers were WW II veterans, and one day 800 of them wore their uniforms and paraded around the building. But most importantly, the workers looked past the historic division of black and white and stayed united. It was the first strike in Louisville in which blacks and whites picketed together. When the strike ended on October 27, 1947 with the “southern differential” eliminated, the racial climate was different. Whites would, “eat with [blacks], go places with them, go hunting with them, ... work on machines with them.” They ran a “constant campaign,” both within the union and in the community, stressing that the economy in the South would improve only when everyone worked together, regardless of race. Workers found a “religious feeling of working together.”

Of course, too many stories about the labor movement are about unions defeating themselves, and this is no exception. The CIO declared FE leadership was “Communist-dominated” – many FE leaders were members of the American Communist Party – and expelled the FE. The union could not survive as an independent, and the FE folded. The “religious feeling” ended, and workers stopped uniting. Kentucky became a “Right to Work” state. But the Louisville IH strike shows what was possible, and what can be possible again.

Most of the information in the article came from an article in LEO weekly by Toni Gilpin, as well as other internet sources. This article was first published several years ago.

Great – More Consultants

By Ed Leavy

Here's an idea for a retirement job: start a consulting firm. You can, as the lawyer for the system says constantly during negotiations, "put a fresh set of eyes" on what's going on. Then, after spending a couple of hours considering issues people have been dealing with constantly for years, you tell people what to do to fix all the problems. The solutions should be vague and only partially formed, expressed with sufficient jargon so no one knows what you're talking about. Use words like "efficacy," "paradigm," "forward-leaning," and "proactive" – words better suited to score points in Scrabble than to convey meaning. You actually won't have to do anything, mind you; you make recommendations for things other people should do long after you are gone and the check has been cashed. Don't worry about accountability; within several months your report will be completely forgotten, and a new consulting group will be preparing another report on the same topic.

The Lamont Administration authorized paying the Boston Consulting Group \$2 million to look at how the anticipated retirements in 2022 can provide an "opportunity" to make State government more efficient and streamlined. The BCG has now issued a 127-page report to address this issue. As Kevin Renne pointed out in the Hartford Courant, that works out to almost \$16,000 per page, and many of the pages are filled with pictures of places in Connecticut. First editions of *The Great Gatsby* don't cost \$16,000 per page. This report is issued 37 months after the CT Commission on Economic Growth and Fiscal Stability report was released by a group of CEOs that then-Governor Malloy brought on. I would compare the recommendations of these two groups, except the only thing anyone remembers about it is some genius decided to unironically put pictures of yachts on the cover of a report written exclusively by wealthy people. That report did not transform Connecticut's economy – "don't tax really rich people" is not exactly a new idea in CT – so the obvious solution was to pay someone else for another version.

The \$2 million was not enough to have the BCG show their work, so to speak. The report asserts that a third of all retirees in 2022 will leave the state, which they acknowledge is

"much higher than in previous years." They do not explain where that figure came from, but who are we to question them? There are countless other examples of odd statements that have no evidence behind them, but we, mere State workers and Connecticut residents, should take them at their word. The problem, however, is the BCG set its sights directly on the CTECS.

The report proposes moderate savings through attrition (not replacing people who retire), but much if that savings is from the CTECS. The report suggests increasing student to teacher ratios and regionalizing some trades. I have been told but cannot verify that the BCG spent less than half an hour talking to Central Office personnel, so they may not have picked up all the nuances of the system. Increasing the student to teacher ratio is difficult. We are accepting more special education students than ever before; we will require more teachers, not fewer. The 18-1 student to teacher ratio in the trades is in the contract and is pretty much the only part of the contract the system did not try to change. We have a higher per-pupil cost than traditional schools because CNC machines cost more than textbooks and we can't have 25 students per teacher when kids are using nail guns and blow torches. Compared to other trade programs, our costs are reasonable.

Regionalization of trades is an idea that sounds plausible until it's considered for more than 20 seconds. Trades that exist in most schools do so for a reason; they are central to our mission. We have multiple plumbing, HVAC, electrical, automotive, etc. shops because our economy needs those tradespeople, and we educate them. If, for example, we decide that in Western CT only Abbott will have plumbing, that does not mean students who live north of Torrington will agree to take the 75-minute bus ride to Danbury to learn plumbing. Even if they were, local school districts will not pay for the transportation. The idea does not work.

Reports come and reports go, so there is only so upset we should be about this one. However, everyone should contact their legislators to make sure our concerns are heard. The report is on ACTCT.org, and I suggest you read it. Skim it until you get to the sections that deal with us. Save the other issues until the next report is published in 2024.

The Issues that Drove Us to Arbitration

These issues have yet to be resolved. Not all these issues may end up being arbitrated, but many probably will be.

Issue	Our Position	Their Position
<i>Wages</i>	3% plus a step each of four years	No GWI or increment for four years
	Top step bonus each year	No top step bonus in any year
	Degree Scale each year	No Degree Scale in any year
<i>Personal Days</i>	No change	No carryover of personal days
		No consecutive PL days
		No PL days connected to holiday
		No PL days connected to long weekend
		PL requests may require documentation
<i>Tuition Reimbursement</i>	Increase from \$500K to \$750K	Decrease from \$500K to \$350K
<i>Workday</i>	No change	Days could last until 3:15
		Four required evening events without comp days; additional days voluntary
		Prep periods can be used for meetings w/o compensation
<i>Work year</i>	No change in days worked	Additional two instructional days w/o pay
		DHs up to five additional days w/o pay
<i>Teacher Evaluations</i>	Changes to plan must be negotiated	No change
<i>Transfers</i>	Eliminate the June 15 - October 1 exemption period	Changes eliminate all transfers; all positions require full application process
		Trade DHs no longer go to most senior member requesting transfer
		Seniority is not determining factor for transfers
<i>Administrative transfers</i>	Decrease mileage limit from 40 miles to 25	Increase mileage limit from 40 to 55
		Eliminate prohibition on administrative transfers for disciplinary reasons
		Eliminate any mileage restrictions on ATs for disciplinary reasons
<i>Management Rights</i>	No change	Eliminate clause that claims of management rights cannot "circumvent or nullify" provisions in the contract
<i>Layoff and Recall</i>	No change	Layoffs no longer determined by seniority, but "programmatic needs and qualifications"

Issue	Our Position	Their Position
<i>Layoff and Recall</i>	No change	Recall no longer determined by seniority, but "programmatic needs and qualifications." Order is in three tiers: durational, nontenured, tenured
		"Bumping" eliminated; laid off employees can only move into available positions in which they are certified
		Laid off DHs can only "bump" durational instructors – not other DHs, including durational DHs
<i>Administrative Leave</i>	No change	If case involves a criminal investigation, leave is unpaid. If employee is not dismissed as result of investigation, employee will be reinstated with retroactive pay
<i>April Vacation</i>	April vacation must be preserved	No change
<i>Union representation</i>	No change	Officers cannot meet with members during the school day
<i>Substitutes</i>	No change	Board can subcontract substitute work if it believes doing so is more economic
<i>Tenure</i>	Pro rata tenure for part-time teachers	Tenure after four years of "continuous, active service." People who are off payroll for illness or childbirth would have to start the four-year process again
<i>Department Heads</i>	Add LMS to VS03	No additional DH positions
	Add three academic DHs per school	District not required "to maintain or fill any Depart Head positions"
<i>Ancillary Positions</i>	Stipend increased by 3% per year	No increase for life of contract
	No change in language	Seniority deciding factor only if qualifications "are deemed equal by the administration"
<i>Teacher discipline</i>	No change	Agreements between supervisor and teacher no longer have to be consistent with contract or discussed with SVFT
		Limitations on what can be grieved or arbitrated
<i>Athletic Directors</i>	No change	ADs (or designees approved by principal) must attend all home games, events, or tournaments
<i>Coaches</i>	No change	Elimination of provision requiring meeting for removal from position after 3 years

October's Labor-Management Meeting

The third Labor-Management meeting of the school year was held via Zoom on Tuesday, March 16th. Central Office was represented by Superintendent Jeff Wihbey, Assistant Superintendent Dr. Nikki Menounos, and Kim Barberi, and Raphael Palacio from HR. The SVFT was represented by the three full-time officers, Lisa Higgins (Director of Counseling at A.I. Prince), Angela Ocasio (social studies instructor at Windham) and Tom Viola (IST DH at Platt).

Return to In-School Learning: Lisa Higgins asked about the district's plan for all students returning to in-person learning and how will concerns about safety be addressed. Superintendent Wihbey stated there is no way to say today when it will be possible to return safely. The CTECS is not going to force our way back until we know it's safe. We need to see a successful vaccine campaign in the community. Many details need to be addressed, especially health and safety staffing; the requests have been in for six months, but the positions have not been posted. The district needs to have parents confident that when we reopen, it will be safe.

Grading Policy: Angela Ocasio asked if there is a plan to address teachers' concerns over the new grading policy and should we expect further revisions to it. The grading policy is fully as the discretion of the district, but the SVFT hopes there is a plan to get buy-in from teachers. The SVFT has two main issues: one, only two teachers were on the committee; two, it seems focused on academic teachers rather than trade. Dr Menounos responded the district requested the names of more teachers from the SVFT without response (in truth, SVFT leadership responded with recommended teachers within two hours of receiving the email; clearly, that email was not forwarded to her). The district has concerns about math credit. The district is discussing standards-based grading moving forward and is willing to have more teachers on these committees. There was mutual acknowledgement that students have been struggling. The policy will stay in place until the end of the year.

Vaccine Rollout: There is a struggle to balance the need for contact tracing and school safety with individuals' right to privacy. We asked what guidance are school administrators been given on how to guarantee that balance? The Superintendent told us policy is not to require vaccination or information about whether teachers have been vaccinated EXCEPT during contact tracing and quarantining. There will be no investigation into which teachers have taken the vaccine.

Credentials: The district pushes high-level trade credentials for students, but even when it promises students that we will pay for those credentials, the payment can be a problem. Consultants occasionally make promises that are not being delivered, at least yet. Tom Viola stated that students were told that the district would pay for credentials that have not been paid. The Superintendent responded that each one is different. The district has a vested interest in getting students to have credentials.

CDLs: The new federal database for people with CDLs affect those members who live out of state but want to carry a CDL in CT. We were told the CDL database is a big concern, primarily for teachers who live out of state. There are also problems getting the code so required CDL physicals can be paid. HR has begun addressing these issues. (follow up – Paul and Bob had a meeting with the district on CDLs on 3/22).

Follow up issue: applications: Total enrollments are now up in most schools. In many cases, the changes in the policy are in response to DoJ mandates based on a court case from nearly a decade ago. The district is also now accepting paper applications because some of the families do not have computer access. We are also accepting incomplete applications; so many of the incomplete applications lack letters of recommendation which are difficult to get in the pandemic.

Vocational Instructor

*is the monthly newsletter of the
State Vocational Federation of Teachers*

President.....Ed Leavy
Vice President.....Paul Angelucci
Executive Union Rep.....Bob Riccitelli
Treasurer.....Emily Lozinak
Secretary.....Tamara Connors
Newsletter Editor and
Office Manager.....Lindsay Hochadel

439 Main Street
Wallingford, CT 06492
(203) 793-7996
Fax# 203-793-7943
<http://svft.ct.aft.org>