

TENTATIVE AGREEMENT

The State of Connecticut Board of Education and Local 4200A American Federation of Teachers (AFL-CIO), Connecticut Technical High School Teachers Unit, having negotiated in good faith for a collective bargaining agreement to succeed the 2011-2016 collective bargaining agreement covering the referenced administrators of Connecticut Technical High Schools, have reached the following Tentative Agreement. Said Tentative Agreement is subject to approval by the State of Connecticut Board of Education, ratification by the bargaining unit and all necessary and appropriate approvals as required in accordance with law, and referenced in the June ____, 2017 SEBAC 2017 Agreement, Section III TENTATIVE AGREEMENT, SUBJECT TO RATIFICATION AND APPROVAL BY THE GENERAL ASSEMBLY.

Both parties hereto agree to unanimously recommend said Tentative Agreement to their respective parties.

All references are to the 2011-2016 collective bargaining agreement.

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) There shall be no general wage increase for contract years ~~2011-2013~~ **2016-2017 and 2017-2018**. For those years, the Salary Schedule of Appendix A in effect on ~~June 30, 2014~~ **June 30, 2016** shall remain in effect.
- (b) Effective at the start of the pay period that includes September 1, ~~2013~~ **2018**, all rates on the Salary Schedule for Full Time Teachers (Appendix A) shall be ~~increased by three percent (3.0%)~~ consistent with those in effect June 30, 2016. **In the pay period that includes July 1, 2018, a one-time payment of \$2000 will be made to all employees covered by this agreement who are not scheduled to receive the Payment for Teachers at Maximum in accordance with Article 3, Section Nine of this Agreement. For those employees covered by this Agreement scheduled to receive the Payment for Teachers at Maximum in accordance with Article 3, Section Nine of this Agreement, a \$1000 payment, in addition to the scheduled Payment for Teachers at Maximum, will be made in the pay period that includes July 1.**
- (c) Effective at the start of the pay period that includes September 1, ~~2014~~ **2019**, all rates on the Salary Schedule for Full Time Teachers (Appendix A) shall be ~~increased by three percent (3.0%)~~ **three and one-half percent (3.5%)**.
- (d) Effective at the start of the pay period that includes September 1, ~~2015~~ **2020**, all rates on the Salary Schedule for Full Time Teachers (Appendix A) shall be ~~increased by three percent (3.0%)~~ **three and one-half percent (3.5%)**.

B. Compensation for Degrees

There will be no degree stipend paid for the 2016-2017, 2017-2018, and 2018-2019 school years. For each of the ~~2011-2016~~ 2019-2020 and 2020-2021 contract years, there shall be funds equivalent to one percent (1.00%) of the base salary account for full-time teachers as of September 1st each year, to be used for the purpose of funding the Degree Scale payments as provided in Appendix G.

ARTICLE 3, Salaries. Section Nine. Annual Increments and Payment for Teachers at Maximum

A. Annual Increments

A full-time employee **or regularly scheduled part-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.

- (a) In the first ~~two~~ **three** years of this Agreement (~~2011-2013~~) **(2016-2019)**, there shall be no annual increments.
- (b) In each of the final ~~three~~ **two** years of this Agreement (~~2013-2016~~) **(2019-2021)**, 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) There shall be no lump sum bonuses for the first two years of this Agreement (~~2011-2013~~) **(2016-2018)**.
- (b) For the ~~2013-2014~~ **2018-2019** 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 ~~2014~~ **2019**.
- (c) For the ~~2014-2015~~ **2019-2020** 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 ~~2015~~ **2020**.
- (d) For the ~~2015-2016~~ **2020-2021** 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 ~~2016~~ **2021**.

ARTICLE 3, Salaries. Section Ten. Longevity

(b) For employees not excluded from eligibility for longevity by subsection a above, the following shall apply:

- (1) The schedule for longevity payments shall be as set forth in Appendix C.
- ~~(2) There shall be no payment of longevity in October of 2011.~~
- (3) ~~No service shall count toward longevity for the two (2) year period beginning July 1, 2011 through June 30, 2013. Effective July 1, 2013, any service accrued during the period July 1, 2011 through June 30, 2013 shall be added to employees' service for the purpose of determining their eligibility and level of longevity entitlement if it would have otherwise counted when performed.~~

Section Thirteen. Overpayments

When the employer determines that an employee has been overpaid, it shall notify the employee of this fact and the reasons therefore. The employer shall arrange to recover such overpayment from the employee over the same period of time in which the employee was overpaid unless the employer and employee agree to some other arrangement. In the event the employee contests whether he/she was actually overpaid, the employer shall not initiate the above referenced procedures until the appeal is finally resolved through the grievance process.

Article 4, Fringe Benefits. 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 **full** 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 of \$155 ~~or prorated portion thereof~~, until the daily substitute rate increases beyond \$155. At such time, the 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.

Article 4, Fringe Benefits. Section Three. Personal Days.

~~(e) No personal leave shall be charged to instructors for days which are not early dismissal school days.~~

Article 4, Fringe Benefits. Section 3. Personal Days.

(e) 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. **Personal days, or portions thereof, will not be denied on the final PD day, nor on days near the end of the school year unless granting the day would affect the orderly running of the school.**

At no time can a teacher have more than four (4) personal days accrued, except as provided in Subsection (g) below

Article 4, Fringe Benefits. Section Four. Sick Leave.

(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; **Employees are encouraged to schedule appointments either at the beginning or end of the work day.**

Article 4, Fringe Benefits. Section Four. Sick Leave.

(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 **within two (2) years.**

Article 4, Fringe Benefits. 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. **Public Office leave will be granted for SVFT members who are elected to full-time municipal, State of CT, or state and national union positions.** Employees returning from leave under this subsection will be placed in their former position if it exists or, if not, in a comparable position.

Article 5, Career Development. Section One. Reimbursement for Professional Development Activities.

~~Skilled Trade programs will be reimbursed at the rate of \$7.00 per clock hour up to the maximum of 135 clock hours.~~

Article 6, Working Conditions. Section One. Work Year.

~~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.~~

Article 6, Working Conditions. Section Three. Preparation Time, Unassigned or Administrative Time.

~~(f) The position of CAPT Coordinator will not be filled by an employee in the bargaining unit covered by this Agreement.~~

Article 6, Working Conditions. Section 5. Assignments

- (a) The employer shall make a good faith effort to notify employees whose in writing of their assignments for the coming year will be changed by August 1, except in cases of an unanticipated change in circumstances. **Changes after August 1 shall be provided by the school normally within the first two (2) weeks of the school year.**

Article 11, Vacancies. Section One. Posting and Eligibility.

(a) 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 **Three** (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.~~

Article 11, Vacancies. Section One. Posting and Eligibility.

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

(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. Effective for 2013 through 2016, the March 15 through May 15 period shall be changed to March 15 through the Friday before the Memorial Day holiday, the vacancies shall be filled by lateral transfers, if there are employees willing and qualified to transfer, in accordance with this Agreement. This change shall sunset on August 31, 2016.~~

~~Vacancies arising thereafter after May 15 and up to October 15 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. Effective for 2013 through 2016, the May 15 date shall be changed to the Friday before the Memorial Day holiday, the vacancies shall be filled by lateral transfers, if there are employees willing and qualified to transfer, in accordance with this Agreement. This change shall sunset on August 31, 2016.~~

Vacancies posted from October 1 to June 15 will be available for transfer, in accordance with this agreement.

Article 11, Vacancies. 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) **Bureau of Human Resources in the format identified in the posting** by the application deadline.

Article 11, Vacancies. Section Two. Application.

(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 similar position which is to be filled effective within two years of such lateral transfer. This language is not applicable to employees applying for a promotional opportunity. For positions which are promotions, other provisions in this article shall apply.

Article 11, Vacancies. Section Three. Selection.

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

Article 11, Vacancies. Section Three. Selection.

(c) Trade Department Heads.

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

Article 11, Vacancies. Section Three. Selection.

(c) Trade Department Heads.

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

Article 11, Vacancies. Section Three. Selection.

(h) Regularly scheduled part-time employees employed in the regular day program who have been regularly scheduled for thirty-two (32) hours per week ~~for twenty-four (24) calendar months~~, 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.

Article 11, Vacancies. 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. **This instructor will thus be allowed to a) fill a vacancy for which he/she is certified and has taught within the last five (5) years; b) bump the least-senior instructor in a position for which this instructor is certified and has taught within the last five (5) years; or c) accept a layoff and retain rights in accordance with Article 12 of this agreement.**

Article 12, Layoff and Recall. Section Five. Bumping.

(g)The Agency working with DAS and OLR shall determine all employees who may be at risk for bumping and shall provide them with notice of potential layoff at the time notices are given to the employees identified above.

Article 12, Layoff and Recall. Section Six. Recall Procedures.

Upon reinstatement or reemployment, employees will be returned at the salary step they had attained at time of layoff.

Article 13, Dismissal, Suspension, or Other Discipline. Section Four.

When an investigation which leads to a disciplinary action for a teacher includes student statements, the SVFT will be provided copies of those statements subject to restrictions, limitations, and/or provisions of applicable law.

Article 17, Guidance Counselors and Coordinators. Section Three. Clerical Support.

Clerical personnel shall continue to provide services to the Guidance Department **as available.**

Article 19, Department Heads. Section Two. Clerical Support

Clerical personnel shall provide services to Department Heads **where available or required.**

Article 19, Department Heads. Section Three. Temporary Assignment as Department Head

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

Article 28, Miscellaneous. 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.~~

Article 35 Duration

This Agreement is effective on the first day of the ~~2011-2012~~ **2016-2017** school year and shall expire on the day prior to the start date of the ~~2016-2017~~ **2021-2022** school year. ~~This Agreement may be reopened for the limited purpose of negotiations over up to eight (8) non-economic issues for each party, which issues have de minimus cost provided that both the Union and the Board identify the specific issues not later than October 1, 2011. Reopener negotiations shall begin on a mutually agreed date after October 1, 2011.~~

The provisions of C.G.S. 5-270 et seq. and related regulations notwithstanding, the next window period shall be not earlier than August, ~~2015~~ **2020**.

Supplemental Agreement Article 9, 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.

When qualifications among candidates are relatively equal, seniority shall be the determining factor. For part-time applicants, seniority will be determined on a pro-rata basis as identified in SA Article 11, Section 2. Under no circumstances may a junior employee grieve the selection of a senior employee.

~~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.~~

APPENDIX B STIPENDS FOR SUPPLEMENTAL RESPONSIBILITIES

For the 2016-2017, 2017-2018, and 2018-2019 school years, stipends identified in Appendix B will remain the same as those listed for the 2015-2016 school year.

For the 2019-2020 school year, all stipends identified in Appendix B will increase 2.5%, except for the stipend for Athletic Coordinator. The stipend for Athletic Coordinator will increase approximately 15%.

For the 2020-2021 school year, all stipends identified in Appendix B will increase 3.5%.

APPENDIX C LONGEVITY SCHEDULE

Payable semi-annually in October and April, **with the exception that the April, 2018 payment will be paid in July, 2018:**

\$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:

<i>School Year</i>	<i>Instructor</i>	<i>Supervisor</i>
<i>2011-2013</i>	<i>\$27.01</i>	<i>\$32.39</i>
<i>2013-2014</i>	<i>\$27.82</i>	<i>\$33.36</i>
<i>2014-2015</i>	<i>\$28.65</i>	<i>\$34.36</i>
<i>2015-2016</i>	<i>\$29.51</i>	<i>\$35.39</i>

<u>School Year</u>	<u>Instructor</u>	<u>Supervisor</u>
<u>2016-2017</u>	<u>\$29.51</u>	<u>\$35.39</u>
<u>2017-2018</u>	<u>\$29.51</u>	<u>\$35.39</u>
<u>2018-2019</u>	<u>\$29.51</u>	<u>\$35.39</u>
<u>2019-2020</u>	<u>\$30.54</u>	<u>\$36.63</u>
<u>2015-2016</u>	<u>\$31.61</u>	<u>\$37.91</u>

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 \$200 per day.~~

The work day for substitutes is the same as the work day for full-time teachers in the school assigned. The daily substitute rate for all other substitutes shall be as follows:

~~Through the end of the 2012-13 school year: \$155
Effective for the 2013-2014 school year: \$135
Effective for the 2014-2015 school year: \$140
Effective for the 2015-2016 school year: \$155~~

Effective for the 2015-2016 school year through the 2020-2021 school year: \$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 H JOB SECURITY

From ~~July 1, 2011~~ **July 1, 2017** and through ~~June 30, 2015~~ **June 30, 2021**, there shall be no loss of employment for any full-time bargaining unit employee hired prior to ~~July 1, 2011~~ **July 1, 2017**, or any regularly scheduled part-time employee employed in the regular day school program hired prior to ~~July 1, 2011~~ **July 1, 2017**, except as provided below and subject to the following conditions:

1. Protection from loss of employment is for permanent employees and does not apply to:
 - Non-renewal of a non-tenured employee's contract during /at the conclusion of the first year of employment;
 - Expiration of a temporary or durational appointment;
 - Termination of a grant or other outside funding specified for a particular position.
2. This protection from loss of employment does not prevent the Board from eliminating positions due to decline in enrollment, closing of a school or satellite, or elimination of a trade or course offering. In the event of such, the Board shall provide affected full-time employees with those rights as are set forth in Article 12 of the collective bargaining agreement for full-time employees, and shall provide part-time employees who have seniority under Article 11 of the supplemental agreement with those rights as are set forth in said article. Employees who are laid off and do not retain employment within the bargaining unit, shall be referred to the Placement and Training process of the SEBAC agreement for possible placement in another State position. An employee who is laid off either by the Board or as a result of the SEBAC Placement and Training process because of the refusal of an offered position will not be considered a layoff for purposes of this agreement.
3. The Board may give notices of layoff in order to accomplish any of the above, or for layoffs outside the ~~July 1, 2011~~ **July 1, 2017** ~~June 30, 2015~~ **June 30, 2021** period.

APPENDIX I FURLOUGH DAYS

The parties agree that there shall be three (3) mandatory furloughs for all members of the bargaining unit that must be taken in FY18 (July 1, 2017 – June 30, 2018).

It is understood and agreed that the days off shall be taken by June 21, 2018.

Part-time employees shall also serve furlough days, on a part-time basis, based upon their biweekly scheduled hours of work.

Furloughs are defined as scheduled days off from work without pay in accordance with the voluntary schedule reduction program covered by Section 5-248c of the CT General Statutes. The scheduling of such days off shall be with the goal of avoiding any additional costs to the employer and the need to schedule replacement coverage.

It is understood that due to the unique nature of certain operations, it may not be feasible for all employees to take certain fixed days as their furlough days and it is necessary for management to have flexibility in assigning alternate dates as furlough days.

The value of a furlough day shall be one-tenth (1/10) of the biweekly pay for a bargaining unit member on a 26 pay period schedule and defined on a comparable prorated basis for part-time employees. The above value shall be deducted in the pay period in which the furlough day is taken, except as otherwise provided herein.

For instructors other than those in the Aviation program:

- **In exchange for the pay reductions, bargaining unit members shall take three (3) days off (equivalent hours) from the dates listed below without additional loss of compensation:**
 - **August 25, 2017**
 - **April 6, 2018**
 - **Last teacher Professional Development day, tentatively June 15, 2018**

For instructors in the Aviation program:

- **In exchange for the pay reductions, bargaining unit members shall take three (3) days off (equivalent hours) from the dates listed below without additional loss of compensation:**
 - **August 25, 2017**
 - **April 6, 2018****
 - **Last teacher Professional Development day, tentatively June 15, 2018**

**Or another date as approved by the Superintendent if this date conflicts with FAA Accreditation.