

Proposed 2011-2016 Contract Changes

1. Article 1 – Union Recognition and Rights, Section 14

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 at the time the meeting is scheduled, and there will not be more than a weekend between the time of the originally scheduled meeting and the next work day, the meeting may be postponed at the request of the employee or the Union, to not later than the next work day morning unless there are exigent circumstances which call for having the meeting at the scheduled time, and a postponement of the meeting would result in an unreasonable delay, the Principal may request the employee to be present at the meeting.

2. Article 5 – Career Development, Section 1 Reimbursement for Professional Development Activities.

- (a) The Board shall allocate \$500,000 for the tuition reimbursement program for courses and other programs approved in accordance with this Article, outside of regular working hours, in each year of this Agreement (2011-2016).

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 employed for thirty-two (32) or more hours per week;
- (2) Regularly scheduled part-time employees paid on an hourly basis and employed in the regular day program for thirty-two (32) or more hours per week-

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 or the equivalent of tuition (~~such as Connecticut State University "part-time fees" and "tuition/required fees"~~). "Part-time fees" and tuition/required fees" being charged by the Connecticut State University System shall be considered "tuition." and "Tuition" does not include other 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 (as provided above) for non-vocational courses shall not exceed 100% of the per credit cost at the University of Connecticut or the Connecticut State University System, whichever is higher, Tuition reimbursement for VTE course required for trade certification shall be reimbursed at the per credit cost of the Connecticut State University at which the course is taken.
 - (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

3. Article 6 – Working Conditions, Section 5 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, except in cases of an unanticipated change in circumstances.~~

4. Article 7 – Pupil Load, Class Coverage, Section 2 Class Coverage

- (f) The Board will use individuals maintained on the regular substitute list to provide clinical coverage whenever possible, before using LPN Department Heads employed by the CTHSS. Such substitutes shall be paid at the regular prevailing daily substitute and not the rate for clinical instructors set forth in Appendix F.

An LPN Department Head providing coverage for a full day will be paid at the daily substitute rate set forth in Appendix F. If a regular substitute is not available and an LPN Department Head must provide clinical coverage, the rate of pay shall be \$200.00 for a full day. The payment shall be prorated for a partial day of coverage.

5. Article 11 – Vacancies, Section 1 Postings and Eligibility final two paragraphs

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 31~~ **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.

6. Article 11 – Vacancies, Section 2 Application [New]

- (c) An instructor who voluntarily transfers to a position in a subject other than what he/she is currently teaching must remain in that position for two (2) years before being eligible to transfer.

7. Article 11 – Vacancies, Section 3 Selection – [Eliminate section (h)]

Section (h) will be moved to Supplemental Section to read as follows:

Regularly scheduled part-time employees employed in the regular day program who have been continuously employed regularly scheduled for thirty-two (32) hours per week for ~~thirty-six (36)~~ twenty-four (24) 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.

8. Article 12 – Layoff and Recall, Section 11 [New]

An employee must be certified, licensed and meet the standards/requirements of any approving bodies (e.g., Nursing Board of Examiners) to transfer to, bump into or be recalled to a position that calls for a particular certification, license or other standard/requirement.

9. Article 14 – Administrative Transfer, Section 1

- (c) Notice of administrative transfer shall be given to employees and the Union at least ~~thirty (30)~~ fifteen (15) 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 his/her current commuting distance or more than fifty-five (55) forty (40) miles from home to school, whichever is greater.

10. Appendix F – Daily Substitute Rate

The daily substitute rate for clinical instructors in the LPN program shall be ~~\$300~~ \$200 per day.

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

~~2011-2016: — \$155~~

Through the end of the 2012-2013 school year: \$155

Effective or the 2013-2014 school year: \$135

Effective or the 2014-2015 school year: \$140

Effective or the 2015-2016 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.

Also edited due to this change will be Article 4, Section 3 and Article 7, Section 2 (a)(3)

Article 4 – Fringe Benefits, Section 3 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~~ substitute rate in effect on June 1st 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 7, Section Two (a) (3):

- (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~~ thirty-one dollars (\$31.00), until the daily substitute rate increases beyond \$155. At such time, lost preparation time shall 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.