

## TENTATIVE AGREEMENT

The State of Connecticut Board of Education and Local 61 American Federation of School Administrators (AFL-CIO), 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 25, 2017 SEBAC 2017 Agreement, Section III TENTATIVE AGREEMENT, SUBJECT TO RATIFICATION AND APPROVAL BY THE GENERAL ASSEMBLY.

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

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

**Telecommuting** - is resolved by separate side letter attachment hereto; or in the event no such side letter is agreed upon, the matter will be addressed pursuant to Section VIIIb of Attachment F of the June 25, 2017 SEBAC Agreement as codified in Section III of the undated three (3) page document titled Cross Unit Handling of Durationals, Temporaries, Snow Days and Flexible Spending, signed by Daniel Livingston and Lisa Grasso Egan. Section III(c) of the SEBAC framework document of 5/23/ of 2017 the cross-unit provisions the SEBAC 2017.

**Cover Page** - Change dates from July 1, 2011 - June 30, 2016 to July 1, 2016 - June 30, 2021.

**Wages** - July 1, 2016 - 0% - Hard freeze; no general wage increase; no A.I.

July 1, 2017 - 0% - Hard freeze; no general wage increase; no A.I.

July 1, 2018 - 0% - Hard freeze; no general wage increase; no A.I.;

A \$2,000 one (1) time bonus to each member of the bargaining unit, payable in the pay period that includes July 1, 2018.

July 1, 2019 - 3.5% General wage increase plus step advancement where applicable

July 1, 2020 - 3.5% General wage increase plus step advancement where applicable

Salary schedule may be open for redistribution for the 2019-2020 contract year; provided however that any said redistribution of wages shall be taken from and shall not be in addition to the cost of general wage increase or step. In other words, the redistribution if any, shall not increase overall cost of the salary schedule in the fourth or fifth year.

**Comment [DL1]:** Our offer remains open to opt out of this procedure in return for the agreement to telecommute solely when the school is closed due to inclement weather

**Article 18 – Transfer - Section One - Voluntary Transfer.** Requests for transfers shall be made to the Superintendent. Considerations for Principal's positions shall be given to current Principals, prior to seeking applicants outside of the bargaining unit. The same provisions shall hold true for the Assistant Principal's positions. ~~An Assistant Principal assigned from day school to evening school or the reverse shall be considered a transfer even if there is no change in school, provided that a temporary re-assignment at the same school shall not be considered a transfer.~~

**Article 18 – Transfer – Section Two - Involuntary Transfer.**

- A. The Board agrees it is not its intent to involuntarily transfer employees as a disciplinary measure.
- B. If involuntary transfer becomes necessary, the Superintendent shall meet with the employee involved and, at the employee's option, his/her Union representative to discuss the transfer. The meeting shall take place at least ~~forty-five (45)~~ thirty (30) working calendar days in advance, except in an emergency.
- C. The parties recognize that involuntary transfers may be necessary to comply with Article 33. Involuntary transfers may be necessary to place an administrator with a less than satisfactory evaluation in a position, which is more conducive to success and professional growth.
- D. An involuntary transfer resulting from position elimination shall not require an administrator to travel more than fifty-five (55) miles from his/her home to the location to which he/she is transferred. An involuntary transfer for other reasons shall not require an administrator to travel more than forty (40) miles from his/her home to the location to which he/she is transferred.

**Article 19 – Vacancies and Promotions – Section Four -** When there is a vacancy in a Principal's position, an Assistant Principal who applies and is certified and in good standing shall be interviewed for the position ~~with other applicants in the pool prior to an appointment being made.~~ provided the Assistant Principal is selected for an interview by the screening committee based upon the same screening criteria that is applied to all other applicants.

**Article 23 – Probation, Tenure and Working Test Period – Section Two -** An individual newly appointed to a Principal position shall serve a two-year probationary period if promoted from an Assistant Principal position, or a four-year probationary period if appointed from ~~outside the system~~ outside the bargaining unit. In the event of removal from the position as a result of failure of this probationary period, the administrator may only contest such decision through Level Three (3) of the grievance procedure set forth in Article 8 of this Agreement.

An Assistant Principal who is promoted to Principal and is subsequently removed from the

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

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

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

**Article 29 – Compensation – Section Ten (NEW) – 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 institute the above refund procedure until the appeal is finally resolved through the grievance procedure.

**BARGAINING NOTE:**

This overpayment language is effective for overpayments that occur on or after July 1, 2016. As for any overpayments that may have occurred prior to July 1, 2016, the Union understands that the State has reserved its rights to pursue collection actions as may be available to it.

**Article 8 – Grievance Procedure – Section Six - Level One.** An Administrator with a grievance shall, with or without a representative of the Union, or two representatives if reasonably necessary, discuss it with his/her supervisor (School Principal to Superintendent; Assistant Principal to School Principal,) within twenty (20) working days of the date on which the Administrator had knowledge or reasonably should have had knowledge of the occurrence.

**NOTE – Levels Two through Four – NO CHANGE**

**Article 21 – Vacation Leave – Section Two -** No employee may carry over, without agency permission, more than ten (10) days of vacation leave to the next year. Employees are urged, however, to schedule use of vacation leave to preclude building of accrued vacation.

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

vacation leave shall be reduced from one hundred twenty (120) to sixty (60) days.

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

**Article 27 – Sick Leave – Section Eight** - If an employee is absent for five (5) or more consecutive working days, the employee must submit a ~~signed statement stating the reasons for the absence or, if requested,~~ a medical certificate. An employee who requests leave under the Family and Medical Leave Act and/or leave pursuant to Section 5-248a of the General Statutes must submit a medical certificate on the State's official medical certificate form.

**Article 29 – Compensation – Section One**

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

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

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

July 1, 2016 – no A.I.

July 1, 2017 – no A.I.

July 1, 2018 – no A.I.

July 1, 2019 – Annual increment where applicable.

July 1, 2020 – Annual increment where applicable.

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

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

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

July 1, 2016 – 0% - Hard freeze

July 1, 2017 – 0% - Hard freeze

July 1, 2018 – 0% -

A \$2000 one (1) time bonus to each member of the bargaining unit, payable in the pay period that includes July 1, 2018.

July 1, 2019 – 3.5% General Wage Increase

July 1, 2020 – 3.5% General Wage Increase

#### Section Four. Longevity.

- A. No employee first hired on or after July 1, 2011 shall be entitled to a longevity payment; provided, however, any individual hired on or after said date who has military service which would count toward longevity under current (pre-July 2011) rules shall be entitled to longevity if such individual obtains the requisite service in the future.
- B. For employees not excluded from eligibility for longevity by subsection A above, the following shall apply:
- ~~(1) There shall be no longevity payment in October 2011.~~
  - ~~(2) No service shall count toward longevity for the two (2) year period beginning July 1, 2011 through June 30, 2013. Effective July 1, 2013, any service accrued during the period July 1, 2011 through June 30, 2013 shall be added to employees' service for the purpose of determining their eligibility and level of longevity entitlement if it would have otherwise counted when performed.~~
    - (1) Except as provided herein, all State service, including war service, shall be counted in determining eligibility for longevity. Part-time service shall be prorated.
    - (2) Except as provided herein, employees will continue to be eligible for longevity payments for the life of this contract as follows. **The annual payment which would otherwise be paid commencing April 2018 will be paid in the pay period that includes July 1, 2018.**

10 Years 15 Years 20 Years 25 Years

Assistant Principals	\$210.00	\$420.00	\$630.00	\$840.00
Principals	\$221.25	\$442.50	\$663.75	\$885.00

**Article 35 – Salary Schedule – Section One**

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

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

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

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

7/1/10 Step	7/1/11 Step	7/1/12 Step	7/1/14 Step	7/1/15 Step
1 (10)	1 (10)	2 (11)	3 (11)	4 (11)
1 (10)	1 (10)	2 (11)	3 (11)	4 (11)
2 (11)	2 (11)	3 (11)	4 (11)	5 (11)
3 (11)	3 (11)	4 (11)	5 (11)	5 (11)
4 (11)	4 (11)	5 (11)	5 (11)	5 (11)
5 (11)	5 (11)	5 (11)	5 (11)	5 (11)

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

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

**ratification of this Agreement.**

**Appendix C – Job Security** - From July 1, ~~2014~~ 2017 through June 30, ~~2015~~, 2021, there shall be no loss of employment for any bargaining unit employee hired prior to July 1, ~~2014~~ 2017, including loss of employment due to programmatic changes, subject to the following conditions:

1. Protection from loss of employment is for permanent employees and does not apply to:
  - Removal during the first year of the probationary period as set forth in Article 23 of the parties' current collective bargaining agreement;
  - expiration of a temporary or durational appointment;
  - termination of grant or other outside funding specified for a particular position.
2. This protection from loss of employment does not prevent the Board from restructuring and/or eliminating positions provided those affected bump or transfer to another comparable job in accordance with the terms of the collective bargaining agreement, particularly Article 33, or the Placement and Training process of the SEBAC agreement. An employee who is laid off under the rules of the collective bargaining agreement or the SEBAC Placement and Training process because of the refusal of an offered position will not be considered a layoff for purposes of this agreement.
3. The Board is not precluded from noticing layoff in order to accomplish any of the above, or for layoffs outside the July 1, ~~2014~~ 2017 - June 30, ~~2015~~ 2021 period.

**Furloughs**

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.

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. The bi-weekly rate of pay will be reduced by the total value of three (3) furlough days in the fiscal year, over 26.1 pay periods.

In exchange for the pay reductions, employees are entitled to three (3) days off without additional loss of compensation. Scheduling of the days off will be determined by the Superintendent, with final approval resting in Human Resources.

All furlough days must be taken.

**Article 29, Sec. 3, Degree Stipend** – Employees receive the current degree stipends as set forth in the labor agreement for years 1-4 of this new agreement; effective July 1, 2020 current stipend amounts will be increased by \$1,000 and the same stipend for Juris Doctorate degree will be implemented for year 5. Money for the degree stipend changes shall not be taken out of the 3.5% general wage increase.

**Article 32 - Personal days – Section Three** - Personal leave days which are not used during the year immediately prior to the first day of the pay period which includes September 1 will be reimbursed to the employee at the following rates:

- 1) for Assistant Principals, each full day will be reimbursed at the rate of \$250; effective July 1, 2019, \$300; and effective July 1, 2020, \$350.
- 2) for Principals, each full day will be reimbursed at the rate of \$300; effective July 1, 2019, \$350; and effective July 1, 2020, \$400.

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

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

**Mentor and Two School Coverage** – The parties reserve their rights with respect to issues raised with respect to two school coverage, and the compensation of Assistant Principals in schools to which no principal is assigned. On the issue of mentors:

1. There will be a reopener effective July 1, 2018 on issues regarding the institution and implementation of a Mentor Program including but not limited to structure, procedure, coverage, multi-school mentoring and compensation. The parties recognize, however, that such reopener will not be necessary if the current proposal being considered by the State Department of Education for new Executive Principal and Assistant Executive Principal Mentorship positions is established.



2. If the reopener results in new money expenditures, it would need to be approved by the legislature.

Dianna R. Wentzell  
Dr. Dianna R. Wentzell  
Commissioner of Education

7/14/17  
Date

DLL  
Daniel L. Livingston, Esq.  
Union Chief Negotiator

7/13/2017  
Date

## **TENTATIVE AGREEMENT**

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**NOTE – Levels Two through Four – NO CHANGE**

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

July 1, 2016 – 0% - Hard freeze

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  - (1) Except as provided herein, all State service, including war service, shall be counted in determining eligibility for longevity. Part-time service shall be prorated.

- (2) Except as provided herein, employees will continue to be eligible for longevity payments for the life of this contract as follows. The annual payment which would otherwise be paid commencing April 2018 will be paid in the pay period that includes July 1, 2018.

	<u>10 Years</u>	<u>15 Years</u>	<u>20 Years</u>	<u>25 Years</u>
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1. Protection from loss of employment is for permanent employees and does not apply to:
  - Removal during the first year of the probationary period as set forth in Article 23 of the parties' current collective bargaining agreement;
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2. This protection from loss of employment does not prevent the Board from restructuring and/or eliminating positions provided those affected bump or transfer to another comparable job in accordance with the terms of the collective bargaining agreement, particularly Article 33, or the Placement and Training process of the SEBAC agreement. An employee who is laid off under the rules of the collective bargaining agreement or the SEBAC Placement and Training process because of the refusal of an offered position will not be considered a layoff for purposes of this agreement.
3. The Board is not precluded from noticing layoff in order to accomplish any of the above, or for layoffs outside the July 1, 2017 - June 30, 2021 period.

### **Furloughs**

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).

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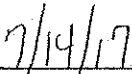
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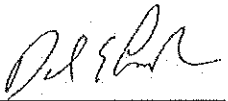
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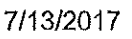
**Mentor and Two School Coverage** – The parties reserve their rights with respect to issues raised with respect to two school coverage, and the compensation of Assistant Principals in schools to which no principal is assigned. On the issue of mentors:

1. There will be a reopener effective July 1, 2018 on issues regarding the institution and implementation of a Mentor Program including but not limited to structure, procedure, coverage, multi-school mentoring and compensation. The parties recognize, however, that such reopener will not be necessary if the current proposal being considered by the State Department of Education for new Executive Principal and Assistant Executive Principal Mentorship positions is established.
2. If the reopener results in new money expenditures, it would need to be approved by the legislature.

  
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Dr. Dianna R. Wentzell  
Commissioner of Education

  
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Date

  
\_\_\_\_\_  
Daniel L. Livingston, Esq.  
Union Chief Negotiator

  
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Date