

# **CONTRACT**

between

**STATE OF CONNECTICUT BOARD OF  
EDUCATION (ON BEHALF OF THE  
CONNECTICUT TECHNICAL EDUCATION  
AND CAREER SYSTEM)**

and

**LOCAL 61 THE AMERICAN  
FEDERATION OF SCHOOL  
ADMINISTRATORS (AFL-CIO) (ON  
BEHALF OF THE ADMINISTRATORS  
OF THE CONNECTICUT TECHNICAL  
EDUCATION AND CAREER SYSTEM)**

(Administrators of Connecticut Technical Education and  
Career Schools)

**July 1, 2021 – June 30, 2025**

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## **PREAMBLE**

STATE OF CONNECTICUT, acting by and through the State Board of Education on behalf of the Connecticut Technical Education and Career System, hereinafter called “the Board” or the “the Employer”, and Local 61, The American Federation of School Administrators, AFL-CIO, on behalf of the administrators of the Connecticut Technical Education and Career System hereinafter called “Local 61” or “the Union.”

WHEREAS the parties to this Agreement desire to establish a state of amicable understanding, cooperation and harmony; and

WHEREAS the parties to this Agreement consider themselves mutually responsible to improve the public service through increased morale, efficiency, and productivity;

NOW THEREFORE the parties mutually agree as follows:

## **ARTICLE 1 RECOGNITION**

The Board recognizes Local 61, The American Federation of School Administrators, as the exclusive collective bargaining representative, for the purposes of collective bargaining with respect to wages, hours and other conditions of employment, of all non-faculty professional staff at the Connecticut Technical Education and Career Schools in the following classifications: School Principal, and School Assistant Principal, excluding all others, employed by the Connecticut State Board of Education, and that said Local 61 is the exclusive representative of all said employees for the purposes of collective bargaining with respect to wages, hours, and other conditions of employment.

## **ARTICLE 2 ENTIRE AGREEMENT**

**Section One.** The parties acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement.

**Section Two.** This Agreement shall not be altered or amended except by written agreement of the parties and in accordance with Section 5-278 of the Connecticut General Statutes.

**ARTICLE 3**  
**NONDISCRIMINATION AND AFFIRMATIVE ACTION**

**Section One.** The parties herein agree that, as required by relevant Federal and State statutes and regulations, neither shall discriminate against any employee on the basis of race, color, creed, sex, sexual orientation, age, national origin, ancestry, religion, physical disability, mental retardation, marital status, present or past history of mental disorder or learning disability or lawful political activity.

**Section Two.** Neither party shall discriminate against an employee on the basis of his/her membership or non-membership or lawful activity on behalf of the exclusive bargaining agent.

**Section Three.** Affirmative Action. The parties acknowledge the need for and agree to work jointly to implement positive and progressive affirmative action and to ensure equal opportunity and equity in the application of this Agreement.

**ARTICLE 4**  
**NO STRIKES — NO LOCKOUTS**

**Section One.** Neither the Union nor any employee shall engage in a strike, sympathy strike, work stoppage, slowdown, concerted withholding of services, sick-out or any interference with the operation of the Connecticut Technical Education and Career System either during the school year or during summer recess.

**Section Two.** The employer agrees that during the life of this Agreement there shall be no lock-out.

**ARTICLE 5**  
**BOARD PREROGATIVES**

**Section One.** It is recognized that the Board has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the schools covered by this Agreement including but not limited to the following: to maintain such educational activities as in its judgment will best serve the interests of the students of the State of Connecticut; to decide the need for school facilities; to determine the care, maintenance and operation of buildings, lands, apparatus and other property used for school purposes; to determine the number, age and qualifications of the pupils admitted into each school; to employ, assign, to establish or reduce administrators positions, transfer, suspend or dismiss administrators providing not inconsistent with the specific terms of this Agreement; to designate the schools which shall be attended by the various students; to prescribe rules for the operation, organization, studies, classification and discipline for its schools; to decide the textbooks to be used; to make rules for the arrangement, use and safeguarding of the school libraries and to approve the books selected therefor and to approve plans for school buildings; and to make such transfers of funds within the appropriated budget as it shall deem desirable. These rights, responsibilities and prerogatives are subject to delegation in whole or in part. No action taken by the Board with respect to such rights responsibilities and prerogatives, other than as there are specific provisions herein elsewhere

contained, shall be subject to the grievance and arbitration provisions of this Agreement. The parties acknowledge the scope of the definition of a grievance and the scope of arbitration under the Agreement.

**Section Two.** Nothing in this agreement shall be deemed to derogate or impair the powers and the responsibilities of the Board. The Board retains exclusively to itself all the rights, powers and responsibilities that it has or may hereafter be granted by law and the exercise of such rights at its discretion shall be final and binding, except as restricted by a specific provision of this Agreement, and not subject to the Arbitration provisions of this Agreement. The Board recognizes that the exercise of these powers and responsibilities must be consistent with the specific provisions of the Agreement and Conn. Gen. Stat. 5- 270 *et seq.*

## **ARTICLE 6 LOCAL 61 SECURITY AND PAYROLL DEDUCTIONS**

**Section One.** Consistent with labor laws and precedent, an employee retains the freedom of choice whether or not to become or remain a member of the Union which has been designated as the exclusive bargaining agent.

**Section Two.** Union dues shall be deducted by the Board biweekly from the paycheck of each employee who provides the Union authorization to receive such deduction from the Board within thirty (30) days of the Union providing certification of said authorization to the Board. The Union shall provide to the Board payroll office, a digital list of all employees who have authorized dues deduction in a format dictated by the Board. Biweekly, the Union shall provide a report of dues deduction changes including any “starts and stops.” By providing such list, the Union certifies that each employee has knowingly and willfully consented to the payroll deduction. Within ten (10) business days of receipt, the Union shall notify the Board payroll office, in writing, of any revocations of said authorizations and the effective date of the same.

**Section Three.** The parties recognize that the authorization of the Union to receive payroll deductions is an agreement solely between the Union and its members which the member may revoke consistent with the Union’s membership rules. Below is the version of the agreement currently available and in use which bargaining unit members are to sign. Should this language change, the Union will provide the Board with an updated version within ten (10) business days, and the Board will update online and later-printed versions of this CBA accordingly.

*I hereby request and voluntarily authorize my employer to deduct from my earnings and to pay over to AFSA LOCAL NO. 61 an amount equal to the regular monthly dues uniformly applicable to members of AFSA LOCAL NO. 61. This authorization shall remain in effect and shall be irrevocable unless I revoke it by sending written notice via U.S. mail to both the employer and AFSA LOCAL NO. 61 during the period not less than thirty (30) days and not more than forty-five (45) days before the annual anniversary date of this agreement or the date of termination of the applicable contract between the employer and AFSA LOCAL NO. 61, whichever occurs sooner. This authorization shall be automatically renewed as an irrevocable check-off from year to year unless I revoke it*

*in writing during the window period, even if I have resigned my membership in AFSA  
LOCAL NO. 61*

Should a bargaining unit member approach the Board or its agents seeking to terminate or modify his or her contractual relationship with the Union, that bargaining unit member will be directed to communicate such intent directly with to the Union. In such case, the Board may notify the employee of its obligation to comply with this Article, including Section Two above. If the Board is informed of a dispute between a bargaining unit member and the Union concerning the obligation to withhold union dues, it may invoke Section Four below.

**Section Four.** Upon request of the Board, the Union shall provide legally sufficient proof of the authorization to collect dues through payroll deduction to the Board for any employee who disputes said authorization. If the requested proof of authorization is not provided within seven (7) calendar days of the request, the Board will cease withholding union dues for that employee not later than the first day of the following payroll period. Upon request, the Board may request a dues reconciliation not more than twice per contract year.

**Section Five.** The amount of dues deducted under this Article together with a list of all employees for whom said deductions were made, and a list of all employees in the bargaining unit, shall be remitted to the Treasurer of the Union as soon as practicable after the payroll period in which such deductions are made.

**Section Six.** In accordance with procedures promulgated by the Office of the State Comptroller, the Board shall allow for the voluntary payroll deduction of contributions for the Union's political action fund. Authorization for such deduction by the employee shall be provided in writing by the Union to the Board payroll offices consistent with process outlined in Section Two above.

**Section Seven.** No payroll deduction of dues shall be made from workers' compensation or for any payroll period in which earnings received are insufficient to cover the amount of deduction, nor shall such deductions be made from subsequent payrolls to cover the period in question (non-retroactive).

**Section Eight.** The Board shall continue its practice of payroll deductions as authorized by employees for purposes other than payment of Union dues political action fund contributions, provided any such payroll deduction has been approved by the State in advance.

**Section Nine.** The Union shall indemnify and hold the Board harmless from any and all claims, judgments, loss or damage, including court costs, attorney's fees and other costs arising out of the enforcement of this Article, whether in judicial, administrative, arbitration or other proceedings.

**Section Ten.** The biweekly amount of Union dues shall be certified by the Treasurer of the Union. The amounts so certified may be adjusted not more than once in each fiscal year. Notice of any change in the amount of Union dues and the proposed effective date shall be provided in writing to the Bureau of Human Resources, which will forward it to the State Comptroller for processing. Every effort shall be made to see that withholding of the new amount begins sixty (60) days following receipt of the notice from the Union.

**Section Eleven.** New Hires. The Board will provide notice to the Union of new members of the bargaining unit as soon as practicable after their hire, and no later than ten (10) workdays of the commencement of employment. Such notice will be by emailed to the Union's designee and shall include the new bargaining unit member's work location.

**Section Twelve.** Except as otherwise provided by the parties, all new members of the bargaining unit shall be released from work, if they so desire, for one (1) hour without loss of pay, to attend a Union orientation. If the Board chooses, that orientation may be combined with a new hire orientation conducted by the Board. In such case, the Board will provide the Union with seven (7) days' notice of the time and location of such orientation. Management shall not be present during the Union's orientation. If the Board chooses not to schedule its orientation within thirty (30) days of an employee's hire, or not to add the Union orientation to the Board's orientation, the Union shall schedule the orientation at its discretion but consistent with the Board's operational needs. The Union orientation will include the Union providing all new employees with a copy of this agreement.

## **ARTICLE 7 UNION RIGHTS**

**Section One.** Employer representatives shall deal with Union officers ore representatives exclusively in the processing of grievances or any other aspect of contract administration.

**Section Two.** Access to Premises. Union staff representatives shall be permitted to enter the schools at any reasonable time for the purpose of discussing, processing or investigating filed grievances, for fulfilling its role as collective bargaining agent, provided they give notice of their presence immediately to the school Principal, and do not interfere with the performance of duties.

The Union will furnish the Superintendent with a current list of its officers, and shall maintain the currency of said list.

The Superintendent shall furnish the Union with an updated list of administrators whenever changes occur.

**Section Three.** Access to Information. The Board agrees to provide the Union, upon request and adequate notice, access to materials and information necessary for the Union to fulfill its statutory responsibility to administer this Agreement. The Union shall reimburse the Board of the expense and time spent for photocopying extensive information and otherwise as permitted under the State Freedom of Information Law. The Union shall not have access to privileged or confidential information.

**Section Four.** Union Business Leave. Subject to the prior written approval by the Superintendent, where paid leave will not unduly interfere with the efficient operation of the schools and will not cause undue interruption of the school system, such leave may be granted to Union officials, delegates, representatives, or designees to attend Union business related functions, meetings, conventions, meetings of national affiliates or other affiliated organizations, legislative or agency hearings. The Superintendents approval shall not be unreasonably withheld.



**Section Five.** Orientation and Training. The Union will provide each new employee with a copy of the collective bargaining agreement.

**Section Six.** The Union may request the use of Connecticut Technical Education and Career School facilities for Union meetings. Permission will not be unreasonably denied.

## **ARTICLE 8 GRIEVANCE PROCEDURE**

**Section One.** A grievance is defined as a complaint that:

1. There has been a violation, misinterpretation or improper application of a specific provision(s) of the agreement; or
2. An employee has been treated unfairly and/or inequitably by reason of an act or condition that is contrary to established policy or practice governing or affecting employees.

**Section Two.** An aggrieved party must institute proceedings hereunder in writing within twenty (20) work days from the date the aggrieved party had knowledge or reasonably should have had knowledge of the events giving rise to the grievance.

**Section Three.** The time limits indicated herein shall be considered maximum limits unless extended by mutual agreement in writing. All time limits shall be based upon work days unless otherwise indicated. The grievance shall advance to the next highest level should the Board or its agents fail to adhere to any time limit described herein, except that only the Union institute arbitration pursuant to Level Four of the grievance procedure. Failure to appeal any decision shall constitute acceptance of the last attempted resolution, and the grievance shall be considered resolved.

**Section Four.** Nothing herein contained shall be construed to prevent any person from informally discussing any matter in such person's interest with his/her supervisor or the Administration.

**Section Five.** If any employee covered by this Agreement shall present any grievance without representation by the Union, the disposition, if any, of the grievance shall be consistent with the provisions of this Agreement. The Union shall be given copies of all formalized written grievances at each step with a copy of the final resolution to said grievance. The Board and the Union agree that Level Three and Level Four grievance actions may be initiated only by the Union.

**Section Six.** Procedure

**Level One.** An Administrator who feels that they have been aggrieved pursuant to the terms of this Agreement shall first discuss the matter with his or her immediate supervisor outside of the bargaining-unit within twenty (20) working days of the date the Administrator knew, or reasonably should have known, of the issue giving rise to the grievance. In discussing such matters the

Administrator may be accompanied by a representative of the Union, or two representatives if reasonably necessary.

Level Two. In the event that the Administrator (or Administrators, as the case may be) is not satisfied with the disposition of the grievance at Level One of this procedure, or in the event that no decision has been reached within ten (10) working days of when the grievance was presented at Level One, the grievance will be reduced to writing on a grievance form mutually acceptable to both the Union and the Board and submitted to the Superintendent.

A Level Two hearing will be scheduled within ten (10) working days upon receipt of the grievance by the Superintendent. Said grievance will state the specific Article of the contract that it is alleged to have been violated. The grievance shall then be heard by the Superintendent, or his or her designee, following which the Superintendent or his or her designee shall have ten (10) working days to respond to the Administrator.

Level Three. In the event that the Union is not satisfied with the disposition of the grievance at Level Two of this procedure, or in the event that no decision has been reached within ten (10) working days of when the grievance was heard at Level Two, the Union may file the grievance with the Commissioner of the State Department of Education or Executive Director of the Connecticut Technical Education and Career System, as the case may be, within ten (10) working days of the date of the Level Two decision or last possible date on which a Level Two decision could have been timely issued. A Level Three hearing shall be scheduled within ten (10) working days upon receipt by the Commissioner or Executive Director as the case may be of the grievance filing at Level Three. The grievance shall then be heard by the Commissioner or Executive Director, or either officer's designee, within ten (10) working days of receipt at Level Three. Thereafter, the Commissioner, Executive Director or either officer's designee shall render a written decision within ten (10) working days of the Level Three meeting.

Level Four.

- A. Where a grievance involves the claimed violation, misinterpretation or misapplication of a specific term and/or provision of this Agreement and is not satisfactorily disposed of at Level Three, the Union may file the unsettled grievance to binding arbitration in writing within ten (10) working days of the date of the Level Three decision or last possible date on which a Level Three decision could have been timely issued.
- B. The submission to arbitration shall specify with particularity the facts giving rise to the grievance, the issue or issues involved, the date that the alleged violation is claimed to have occurred and the remedy or relief sought.
- C. The arbitrator shall be selected by the parties from a panel of neutral labor arbitrators provided by the American Arbitration Association and in accordance with the American Arbitration Association's selection procedures. The arbitration shall be conducted under the Labor Arbitration Rules of the American Arbitration Association. Submission to arbitration shall be by letter, postage prepaid, addressed

to the American Arbitration Association and postmarked within the time limit provided in this Article. A copy of such letter shall be mailed concurrently to the Commissioner, or Executive Director or his/her designee. The expenses for the arbitrator's services and for the hearing shall be shared equally by both parties. Each of the parties shall bear the cost of its own witnesses, including any lost wages which may be incurred. However, in the event the parties mutually agree to have an arbitration conducted during working hours, the Board agrees there will be no loss of pay for the grievant and the steward.

- D. Where the arbitrability of any grievance is raised by either party as an issue prior to the actual appointment of an arbitrator to hear the grievance on its merits, a separate arbitrator shall be appointed to determine the issue of arbitrability unless the parties agree otherwise. The arbitrator appointed to determine the arbitrability of a grievance shall have no power to add to, subtract from, alter, or modify this Agreement.
- E. In all cases the appointed arbitrator will issue his/her decision not later than thirty (30) calendar days from the date of the close of the hearing or if oral hearings have been waived, then from the date of the final statement and briefs are submitted to his/her findings of act, reasoning and conclusion on the issues submitted. By mutual agreement, the parties may extend this deadline.
- F. Any meeting with reference to the grievance procedure shall not interfere with an Administrator's scheduled duties or responsibilities. The parties may agree to conduct any arbitration hearing during school hours.
- G. The arbitrator's decision shall be final and binding on the parties, provided, however, neither the submission of questions of arbitrability to the arbitrator in the first instance or any voluntary submission shall be deemed to diminish the scope of judicial review over arbitral awards, including awards on arbitrability, and shall not restrict the authority of a court of competent jurisdiction to vacate any award such award that contravenes the public interest.

**Section Seven.** Notwithstanding any contrary provisions, no dispute or controversy shall be subject for binding arbitration unless it involves the interpretation or application of a specific term or provision of this Agreement. The arbitrator will be without power or authority to alter, add to, or delete from the provisions of this Agreement or to make a decision which:

- (a) is violative of or inconsistent with any of the terms of this agreement or applicable law;
- (b) exceeds his/her jurisdiction and authority under law and this agreement;
- (c) involves any matter which by law or under the terms of this agreement is within the exclusive authority of the Board;

- (d) involves the failure or refusal by the Board to renew the Contract of or reappoint a non-tenured employee;
- (e) involves removal of a probationary employee during the probationary period as set forth in Article 23;
- (f) involves any incident which occurred or failed to occur prior to the execution date of this Agreement;
- (g) involves compliance with health and safety standards and OSHA;
- (h) removes any material placed in an employee's personnel file.

**ARTICLE 9  
DISMISSAL, SUSPENSION, DEMOTION OR OTHER DISCIPLINE**

**Section One.**

A. Tenured Administrators

An administrator who has attained tenure in accordance with this Agreement shall not be dismissed or suspended except for just cause. An administrator who has completed the probationary period as set forth in Article 23 of this Agreement shall not be demoted except for just cause. Arbitration shall be the exclusive procedure for resolving disputes over such dismissals, suspensions or demotions under this Article, and shall supersede any preexisting procedure, including the procedure set forth in Section 10-151 of the Connecticut General Statutes.

The Board or its designee shall give a tenured administrator not less than thirty (30) calendar days' notice of dismissal, together with the reasons therefor.

In order to ensure timely resolution of disputes over dismissals under this Article, the following modifications to the grievance/arbitration process of Article 8 of this Agreement shall apply in such cases:

1. Upon receipt of notification of dismissal, the administrator or the Union shall have ten (10) calendar days within which to submit a written notice of grievance to the Superintendent.
2. The Superintendent or his/her designee shall promptly contact the members of the arbitration panel referenced below, to ascertain their first available hearing dates. The order in which the panel shall be contacted shall be as listed below, but starting with the arbitrator after the one who heard the last case.
3. The parties agree that for the life of this Agreement, and for any period following its

expiration pending the negotiation of a successor agreement, the following neutral arbitrators shall constitute the arbitration panel for dismissal cases:

Susan Meredith  
Mike Ricci  
Peter Adomeit

The parties may, by mutual agreement, modify the above panel during the term of this Agreement or for a particular case in order to expedite the processing of that case.

4. The arbitration shall be scheduled with the first available arbitrator on the panel and shall be scheduled at the outset for a minimum of two (2) full hearing dates to avoid scheduling delays.
5. The arbitrator shall be required to issue a decision within fifteen (15) calendar days of the close of the hearing.

Any tenured administrator hired into the bargaining unit prior to July 1, 1995 shall receive full pay and benefits during the pendency of the arbitration procedure (which shall be deemed to commence at the conclusion of the thirty (30) day notice period), but not beyond the date of issuance of the arbitration award and in no event for more than ninety (90) calendar days or such number of days as may be adopted by the General Assembly in connection with any modification of Section 10-151 of the Connecticut General Statutes or related statutes concerning the dismissal of tenured teachers.

Any tenured administrator hired into the bargaining unit on or after July 1, 1995 shall receive full pay and benefits during the pendency of the arbitration procedure (which shall be deemed to commence at the conclusion of the thirty (30) day notice period), but not beyond the date of issuance of the arbitration award and in no event for more than forty-five (45) calendar days or such number of days as may be adopted by the General Assembly in connection with any modification of Section 10-151 of the Connecticut General Statutes or related statutes concerning the dismissal of tenured teachers.

#### B. Nontenured Administrators

An administrator who does not have tenure and whose contract of employment is not renewed, may only contest such decision through Level Three (3) of the grievance procedure set forth in Article 8 of this Agreement.

An administrator who does not have tenure and who is suspended or dismissed (as opposed to non-renewal or removal during probation pursuant to Article 23) may grieve such action directly to Level Three (3) of the grievance procedure. If the grievance is not resolved at Level Three (3), it may be submitted to arbitration only as follows:

1. If the administrator is dismissed, the administrator may challenge whether there is just cause for the dismissal.

2. If the administrator is suspended, the administrator may challenge whether there is just cause for the suspension.

For the purposes of this Agreement, an employee shall attain “tenure” following the completion of four (4) years of continuous full-time service as a certified professional in the Connecticut Technical Education and Career System. “Continuous full-time service” means that time during which the administrator is employed by the Connecticut Technical Education and Career System without any break in employment of more than one (1) calendar year. An administrator who has not attained tenure shall not count layoff time toward tenure, except that if such administrator is reemployed by the Connecticut Technical Education and Career System within five calendar years of the layoff, such administrator may count the previous continuous employment immediately prior to the layoff towards tenure. Likewise an administrator who has not attained tenure shall not count authorized leave time towards tenure if such time exceeds ninety work days in any one work year provided only the days worked that year by such administrator shall count towards tenure. This provision supersedes Section 10-151 of the General Statutes and any conflicting regulations of the State Board of Education.

The provisions of this Section shall supersede any preexisting procedure including the procedure set forth in Section 10-151 of the Connecticut General Statutes.

**Section Two.** By mutual agreement of the parties, a grievance under Section One may be expedited to any higher level, including directly to arbitration.

**Section Three.** The Board reserves the right to discipline or discharge employees for breach of the No-Strike Article.

**Section Four.** Employer Conduct for Discipline. Whenever it becomes necessary to discipline an individual employee, the Superintendent or designee shall undertake said talks in a fashion calculated to appraise the employee of his/her shortcomings, while avoiding embarrassment and public display.

**Section Five.** Notice of non-renewal of a non-tenured Administrator will be sent by the Superintendent to the non-renewed administrator and to the President of Local 61 not later than June 1st.

## **ARTICLE 10 WORKERS’ COMPENSATION**

**Section One.** Workers’ Compensation Coverage and Payments. Where the employee has become temporarily totally disabled as a result of illness or injury caused directly by his/her employment pending final determination as to the employee’s eligibility to receive workers’ compensation benefits, said period of absence shall be charged to existing leave accounts. Where a determination is made supporting the employee’ claim, State authorities shall take appropriate steps to rectify payroll and leave records in accordance with said determination. Accrued leave time may be used to supplement workers’ compensation payments up to but not beyond the regular salary.

**Section Two.** Communicable and Contagious Diseases. Upon a final and non-appealable finding by an appropriate State authority that an employee has contracted a communicable or contagious disease in the course of his/her employment, the employee shall receive 100 percent workers' compensation benefits for the duration of his/her incapacity. Such benefits shall be equal to those specified for bodily injury in Sections 5-142(a) of the General Statutes, Revision of 1958, revised as of 1-1-77.

**Section Three.** Accrual of sick leave and vacation leave credits while receiving compensation shall be in accordance with Sec. 5-251 of the General Statutes, Revision of 1958, revised as of 1-1-77.

## **ARTICLE 11 PREGNANCY, PARENTAL LEAVE**

The terms and conditions of Pregnancy and/or Parental leave shall be governed by applicable law, the SEBAC Agreement and/or by General Letter 39 – State of Connecticut Family and Medical Leave Entitlements Policy – Revised (dated March 28, 2018 or as may be amended between the State and SEBAC), which is adopted herein by reference. (General Letter 39 may be found at the following website address: <https://portal.ct.gov/-/media/DAS/Statewide-HR/A---Z-Listing-Task-PDFs/Family-Medical-Leave-DAS-General-Letter-39.pdf>).

Notwithstanding this provision, extended notice to the Superintendent or his or her designee of the need for pregnancy leave is appreciated and allows the Connecticut Technical Education and Career System to best plan for continuity of student instruction.

## **ARTICLE 12 LABOR MANAGEMENT COMMITTEE**

**Section One.** The parties agree that, for the purpose of addressing considerations which may affect the continuing climate of harmony and mutual responsibility, there shall be a Labor Management Committee of not more than six (6) designees of the Superintendent and not more than six (6) designees of the employees represented by Local 61.

**Section Two.** Said Committee shall meet no less than monthly, unless mutually waived, and shall discuss application, clarification, and aberrant manifestations of terms and conditions of this Agreement as well as improvement of the parties' relationships, and efficiency and increased productivity. The Committee may propose additional matters, mutually agreed upon in Committee, which have an impact on conditions of employment or which were not within the contemplation of the parties to this Agreement but deserve immediate attention of redress, subject to the provisions of Article 2 (Entire Agreement).

**Section Three.** The Union or the Superintendent may initiate a Labor management meeting by sending a written request with suggested dates. The parties will exchange agendas in advance; by mutual agreement the parties may vary from the agenda.

**Section Four.** This Agreement shall not be altered or amended except by written agreement of the

parties and in accordance with Section 5-278 of the Connecticut General Statutes.

**ARTICLE 13  
INDEMNIFICATION**

During the life of this Agreement the Board shall continue to indemnify persons covered by this Agreement to the extent provided by Section 10-235 of the Connecticut General Statutes.

**ARTICLE 14  
SUPERSEDEENCE**

The inclusion of language in this Agreement concerning matters formerly governed by law, regulation, or policy directive shall not be deemed a preemption of the entire subject matter. Accordingly, statutes, rules, regulations and administrative directives or orders shall not be construed to be superseded by any provision of this Agreement except as provided in the Supersedence Appendix to this Agreement, or where, by necessary implication, no other construction is tenable. The Union will be provided a copy of this Agreement by the Superintendent within ninety (90) days following contract approval by the State legislature.

**ARTICLE 15  
LEGISLATIVE ACTION**

The cost items contained in this Agreement and provisions of this Agreement which supersede preexisting statutes shall not become effective unless or until legislative approval has been granted pursuant to and consistent with Section 5-278 of the Connecticut General Statutes, as may be amended from time to time. The Board shall request such approval as provided in Section 5-278. If the legislature rejects such request as a whole, the matter shall be returned to the parties for further bargaining or arbitration proceedings as may be applicable and as may be required by Section 5-278 of the Connecticut General Statutes, as may be amended from time to time.

**ARTICLE 16  
SAVINGS CLAUSE**

Should any provision of this Agreement be found unlawful by court of competent jurisdiction, the remainder of the Agreement shall continue in force.

**ARTICLE 17  
MISCELLANEOUS**

**Section One.** The parties shall share the cost of printing the Agreement in booklet form.



**Section Two.** The terms and conditions of employee insurance and death benefits have been negotiated separately on a coalition basis by the State employee unions and shall continue to be governed by the coalition agreement.

**Section Three.** Seniority shall be defined as length of continuous State service, including military service, for the following purposes:

- (a) longevity, except as provided in Article 29, Section 4 for 2011-2013;
- (b) length of vacation leave.

**Section Four.** Seniority shall be deemed broken by: termination of employment caused by resignation, dismissal, or retirement; layoff of more than two (2) years; refusal of reappointment from the recall list.

In the Superintendent's discretion, seniority up to a break in service may be restored to an employee who returns to service within one year of a service break.

**Section Five.** Seniority lists shall be maintained annually by the Bureau of Human Resources and updated with each change in the make-up of the bargaining unit. A copy of the list shall be sent to the Union President by September first of each contract year and within thirty (30) days of any change to the list.

**Section Six.** Whenever the term "Superintendent" is used in this Agreement, it shall be deemed to include the Superintendent or his or her designee.

**Section Seven.** No materials derogatory to an administrator hereunder shall be placed in his/her personnel file unless he/she had an opportunity to read it as acknowledged by his/her signature and/or that of the Union steward, if his or her presence is requested. Said signature(s) shall only acknowledge receipt of such material, not necessarily agreement with same. The administrator shall have the right to answer and attach said answer to the file copy. An employee may file a grievance objecting to any derogatory material placed in his/her personnel file, however, no such grievance shall be arbitrable unless it is alleged by the Board as just cause for discipline. If the grievance is upheld, the material shall be withdrawn from the file.

**Section Eight.** The Superintendent and/or his/her designee shall ensure that members of this bargaining unit have means to access, and/or are promptly granted such access as may become necessary, to electronic devices/systems and/or digital platforms so that members of this bargaining unit may perform their duties and responsibilities efficiently and without undue interruption.

## **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.

**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 thirty (30) 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.

**Section Three.** A potential transfer list shall exist and be updated by the Superintendent and/or his/her designee each year, on or before December 30th, by adding new bargaining unit members and by surveying the current bargaining unit members regarding any update/revision of their preferred school(s) Administrators may also contact Central Office on an individual basis to add or delete schools at any time. An administrator who has indicated an interest in a potential transfer will not have that interest acted on without prior discussion. Nothing in this section shall be deemed to limit or restrict the Board prerogative to involuntarily assign or transfer administrators, provided consistent with other provisions of this contract; however, the Board will make reasonable efforts to give due consideration to the preference(s) of an administrator as detailed in the transfer list when feasible.

**ARTICLE 19  
VACANCIES AND PROMOTIONS**

**Section One.** The filling of vacancies and the establishment of new positions within the school system is the responsibility of the Board acting upon the recommendation and the advice of the Commissioner or Executive Director as the case may be.

**Section Two.** Whenever a vacancy occurs in an established position (which the Board intends to fill) or a new position is created within the bargaining unit, notice shall be e- mailed to each member as soon as possible and shall be posted on the Connecticut Technical Education and Career System's website under "Employment Opportunities." Except in the case of emergency, notice of a vacancy

shall be e-mailed fifteen (15) days prior to the application closing date.

**Section Three.** The Internet posting shall set forth the specifications and qualifications for the position and the date by which application shall be filed with the Superintendent.

**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 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.

**Section Five.** Nothing in this agreement shall prevent the Board from making acting appointments in the best interest of the educational needs of the system until such positions can be filled with permanent appointments. Absent an emergency, the Board shall fill the vacancy of a Principal and/or an Assistant Principal position, at least via an acting appointment, within thirty (30) calendar days of such vacancy. Acting appointments may be made for a period of up to six (6) months and may be renewed for an additional period of up to six (6) months according to State guidelines or regulations. Such acting or temporary appointments shall not be made to give an individual an advantage over other applicants for a position. Anyone appointed temporarily/on an acting basis must hold 092 certification or a Durational Shortage Area Permit ("DSAP"). Acting/temporary administrator appointees who are not in another State bargaining unit and who are appointed is for at least three (3) months shall be eligible for membership in the bargaining unit and shall be treated as new members of the bargaining unit for purposes of Article 6.

**Section Six.** The Board agrees that all applicants shall be informed of the Board's decision and action with respect to each application.

**Section Seven.** Notice of vacancies in established positions or in newly created positions, which are outside of the bargaining unit and within the Connecticut Technical Education and Career System, shall be e-mailed to all members of the bargaining unit.

**Section Eight.** The provisions of this Article shall be subject to grievance arbitration only with respect to the failure of the Board to follow the procedural requirements set out.

## **ARTICLE 20 SABBATICAL LEAVE**

**Section One.** The Board supports the policy of sabbatical leave as a means of enhancing the growth and effectiveness of members of the professional staff. The purpose of such leave is to provide time for study and research which will be of direct benefit to the administrator and the Connecticut Technical Education and Career System.

**Section Two.** An employee becomes eligible for sabbatical leave on the seventh year of employment. An employee awarded sabbatical leave would not be eligible again for an additional seven (7) years.

**Section Three.** Sabbatical leave may be granted up to one year on up to full pay. The period of leave shall be counted for retirement purposes or for any other benefits based on years of service provided proper contributions and payments are made. No vacation or sick leave shall accrue during a sabbatical leave.

**Section Four.** The granting of sabbatical leave is not in any sense automatic but is based upon the advantage to the applicant as a professional employee and to the State as the employer. The granting of sabbatical leave is subject to approval by the Superintendent.

**Section Five.** An applicant for sabbatical leave must present a plan of study, research, or other activity that will improve the professional values of the employer. The plan must be submitted at least six (6) months prior to the starting date of the leave and a formal response normally shall be made within three (3) months of submittal.

**Section Six.** An applicant must agree to return to his/her position or to an equivalent or higher classification within the bargaining unit (subject to application and selection) for a period of at least two (2) years after expiration of leave. He/She agrees also not to accept a salaried position during the period of the leave. The Administrator shall sign a demand note equal to the salary received for the period of the sabbatical leave. The amount will be paid by the Administrator if he/she fails to return to administrative employment with the Technical High School System for the required two year period.

## **ARTICLE 21 VACATION LEAVE**

**Section One.** Each year, every bargaining unit employee shall earn paid vacation credits for each completed calendar month of service, as follows:

0-5 years	1 2/3 days per month
over 5 and up to and including 10 years	1 3/4 days per month
over 10 and up to and including 20 years	1 5/6 days per month
over 20 years	2 1/12 days per month

Bargaining unit employees shall be credited with that year's vacation allotment each July 1st. If a bargaining unit employee utilizes vacation days that he/she has been credited with but ends his/her employment before such vacation days were actually earned, then such days that were credited/utilized but not earned shall be deducted from the employee's final pay.

**Section Two.** No employee may carry over, without agency permission, more than ten 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.

**Section Three.** Except as provided herein, the written rules and regulations relative to vacation leave will continue in force. Upon leaving State service an employee shall receive a lump sum payment for accrued vacation time in accordance with Section 5-252 of the Connecticut General Statutes.

**Section Four.** An Assistant Principal shall request approval to take vacation from the Principal, unless the vacation is requested for a day(s) when school is in session, in which case the request shall be submitted to the Superintendent. A Principal shall request approval to take vacation from the Superintendent. Such requests shall be in writing and shall be submitted as much in advance of the vacation as possible.

As a general rule, administrators are expected to use vacation during periods when school is not in session and when there are no required professional development or administrative activities. The Superintendent may approve use of vacation on a day(s) when school is in session provided that there is adequate administrative coverage at the school.

## **ARTICLE 22 HOLIDAYS**

**Section One.** Each employee shall be granted time off with pay for each holiday as listed in Section Two.

**Section Two.** For the purposes of this Article, holidays are as follows: New Years' Day, Martin Luther King Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day.

**Section Three.** In the event that the legislature combines Lincoln's Birthday and Washington's Birthday into President's Day, a twelfth day shall be agreed upon by the parties. In the event the parties are unable to agree on when or what day shall constitute the twelfth holiday (there being no dispute by the State that there shall be twelve holidays), the matter shall be submitted to the statutory mid-contract negotiation/binding arbitration procedures.

## **ARTICLE 23 PROBATION, TENURE AND WORKING TEST PERIOD**

**Section One.** An individual newly appointed to an Assistant Principal's position who is already employed within the Connecticut Technical Education and Career System at the time of appointment shall serve a three (3) year probationary period. An individual newly appointed to an Assistant Principal's position who is not employed by the Connecticut Technical Education and Career System at the time of appointment shall serve a four (4) year probationary period. Any time spent (of at least two (2) weeks) serving in an appointment of as an acting/interim Assistant Principal (or an equivalent thereto) shall be counted towards completion of such probationary period under this section. 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. In such a case, if the administrator

had previously acquired tenure in the Connecticut Technical Education and Career System, the administrator shall be returned to an available vacancy in a teaching position for which he/she is qualified. Return to a teaching position shall not apply in the event of dismissal (as opposed to non-renewal or removal during the probationary period). An Assistant Principal who is removed from the position during the probationary period but who had not previously acquired tenure in the Connecticut Technical Education and Career System, may be considered for vacant teacher or other positions within the system for which he/she is qualified.

**Section Two.** An individual newly appointed to a Principal position shall serve a three-year probationary period if promoted from an Assistant Principal position, or a four-year probationary period if appointed from outside the bargaining unit. Any time spent (of at least two (2) weeks) serving in an appointment of as an acting/interim Principal (or an equivalent thereto) shall be counted towards completion of such probationary period. 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 Connecticut Technical Education and Career 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 Connecticut Technical Education and Career System only following the completion of four (4) years of continuous full-time service as a certified professional in the Connecticut Technical Education and Career System. “Continuous full-time service” means that time during which the administrator is employed by the Connecticut Technical Education and Career System without any break in employment of more than one (1) calendar year. An administrator who has not attained tenure shall not count layoff time toward tenure, except that if such administrator is reemployed by the Connecticut Technical Education and Career System within five calendar years of the layoff, such administrator may count the previous continuous employment—immediately prior to the layoff towards tenure. Likewise an administrator who has not attained tenure shall not count authorized leave time towards tenure if such time exceeds ninety work days in any one work year provided only the days worked that year by such administrator shall count towards tenure. This provision supersedes Section 10-151 of the General Statutes and any conflicting regulations of the State Board of Education.

## **ARTICLE 24 LEAVE TIME ACCRUAL**

All leave accrual will continue at the same rate, in days per month, as provided elsewhere in this Agreement.

In the event that the State should change the unit of leave posting, the true value of accrued and future leave shall not be diminished in any way.

In cases of dispute, the principle that there is to be no loss to the employee will govern the decision.

## **ARTICLE 25 CIVIL LEAVE, JURY DUTY**

### **Section One.** Civil Leave.

- A. If an employee receives a subpoena or other order of the Court requiring an appearance during regular working hours, time off with pay and without loss of earned time shall be granted. This provision shall not apply in cases where the employee is a plaintiff or defendant in the court action, unless required by the Department.
- B. If a Court appearance (not jury duty) is required as part of the employee assignment, time spent shall be considered as time worked.

**Section Two.** Jury Duty. An employee who is called to serve as a juror will receive his/her regular pay less pay received as a juror for each work day while on jury duty. This provision shall not apply to “on call” jury time when the employee is able to be at work.

Upon receipt of notice to report for jury duty, the employee shall inform the Bureau of Human Resources Payroll Unit immediately. The employer may request that the employee be excused or exempted for jury duty if, in the employer’s judgment, the employee’s services are needed at that time.

## **ARTICLE 26 MILITARY LEAVE**

**Section One.** An administrator who is a member of a reserve component of the armed forces of the United States shall be entitled to military leave with pay for required field training pursuant to State and Federal law.

**Section Two.** In time of war, or reasonable apprehension thereof, or riot or rebellion, any permanent employee, or any persons who has been in the continuous employ of the State for a period of not less than one (1) year, and who is in the employ of the State at the time of his entry for a period of more than sixty (60) days into the armed forces of the United States, or into the active military or naval service of the State, shall be paid one hundred dollars (\$100.00) by the State at the expiration of such period of sixty (60) days.

**Section Three.** An employee shall be granted leave without pay and reinstatement following leave for service in the armed forces of the United States in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). The terms of employment in the service of the State shall be construed to include, in the case of such employee, the period of his/her leave

form State service.

## **ARTICLE 27 SICK LEAVE**

**Section One.** Permanent full-time employees on the first of the month following employment shall be entitled to paid sick leave earned at the rate of one and one-quarter (1 1/4) days for each full calendar month of employment.

**Section Two.** Sick leave will accrue for the first twelve (12) months in which an employee is receiving workers' compensation benefits.

**Section Three.** An employee shall be granted sick leave:

- (a) when incapacitated for duty;
- (b) for medical, dental or eye examination or treatment for which arrangements cannot be made outside of working hours;
- (c) in the event of death in the immediate family when as much as five (5) working days leave with pay shall be granted, chargeable to sick leave. Immediate family means husband, wife, father, mother, sister, brother, child, in-laws, grandparents or grandchildren and also any relative who is domiciled in the employee's household;
- (d) in the event of serious illness or injury to a member of the immediate family, as defined in (c) above, creating an emergency, provided that not more than five (5) days of sick leave per calendar year shall be granted therefor;
- (e) for going to, attending and returning from funerals of persons other than members of the immediate family, if notice is given in advance, provided not more than three (3) days of sick leave per calendar year shall be granted therefor.

**Section Four.** Advanced and extended sick leave may be granted in accordance with existing practice.

**Section Five.** A holiday occurring when an employee is on sick leave shall be counted as a holiday and not charged as sick leave.

**Section Six.** An employee laid off shall retain accrued sick leave to his/her credit provided he/she returns to state service on a permanent basis.

**Section Seven.** An employee who has resigned from State service in good standing and who is re-employed within one (1) year from the effective date of his/her resignation shall retain sick leave accrued to his/her credit as of the effective date of his/her resignation.

**Section Eight.** If an employee is absent for five (5) or more consecutive working days, the



employee must submit a medical certificate. An employee who requests leave under applicable law, the SEBAC Agreement and/or under any applicable provision of General Letter 39 – State of Connecticut Family and Medical Leave Entitlements Policy – Revised (dated March 28, 2018 or as may be amended between the State and SEBAC), shall follow the procedures and utilize the forms as required therein. (General Letter 39 may be found at the following website address: <https://portal.ct.gov/-/media/DAS/Statewide-HR/A---Z-Listing-Task-PDFs/Family-Medical-Leave-DAS-General-Letter-39.pdf>).

**Section Nine.** When continued absences from work constitute an abuse of sick leave, the employee and the Union shall be notified in writing. After such notification, the employer may deny sick pay. Such denial of sick pay is subject to the grievance and arbitration provision of this Agreement. Continued abuse of sick leave will subject the employee to progressive discipline.

**Section Ten.** Sick leave entitlement shall not accrue when an employee is absent from work without pay for five (5) days in any month.

**Section Eleven.** Payment of benefits upon Retirement or Death.

- A. Employees hired into the bargaining unit before July 1, 1995. Upon retirement or death of an employee who has completed ten (10) years of State service, the employer shall pay to the employee or his/her beneficiary one-half (1/2) of the employee's or deceased employee's daily salary for each day of sick leave accrued to his/her credit as of his/her last day on the active payroll up to a maximum payment equivalent to eighty (80) days' pay.
- B. Employees hired into the bargaining unit on or after July 1, 1995. Upon retirement or death of an employee who has completed ten (10) years of State service, the employer shall pay to the employee or his/her beneficiary one-fourth (1/4) of the employee's or deceased employee's daily salary for each day of sick leave accrued to his/her credit as of his/her last day on the active payroll up to a maximum payment equivalent to sixty (60) days' pay.

**Section Twelve.** Sick Leave Bank. Effective September 1, 1989, there shall be established an Emergency Sick Leave Bank to be used by bargaining unit employees as detailed herein. The enrollment period will be from September 1 to October 1 of each contract year. Employees wishing to enroll will notify the Bureau of Human Resources during this time period. The Bureau of Human Resources will forward to the Union President a list of eligible employees on or before October 15.

No new enrollees will be accepted after that date. An eligible employee requesting use of emergency sick leave may make application on the prescribed form to a Labor Management subcommittee established to administer the program. All committee meetings will be scheduled at a time and location agreeable to the members. Said committee shall be comprised of three (3) designees, one (1) from the Employer and two (2) from the Union, and shall determine eligibility for benefits in accordance with the following:

- A. Each eligible employee who elects to participate shall contribute one (1) day from accrued sick leave to the sick leave bank. Days contributed shall not revert to the

employee if not used.

- B. Days contributed to the bank shall thereafter be allocated to bargaining unit employees with catastrophic or extended long-term illness.
- C. To be eligible for allocation of sick days from the bank, an employee must meet the following conditions:
  - 1) Exhaustion of all sick leave, vacation and personnel leave;
  - 2) The illness or injury is not covered by Workers' Compensation and/or such benefits have been exhausted;
  - 3) An acceptable medical certificate supporting the absence is on file, and;
  - 4) The bank is not depleted.
- D. Benefits under this Article shall accrue at the rate of one (1) day for each day of illness or injury provided that the employee has been disabled for a minimum of ten (10) working days. No employee shall be eligible to draw from the bank if the fund is depleted. Employees receiving benefits under this Article shall not accrue sick leave during the period of eligibility or be eligible for holidays or other paid leave benefits. The subcommittee shall consider as a factor the extent and circumstances of the applicants usage of sick leave prior to the illness in question.
- E. Unused days in the sick leave bank shall be carried over from year to year and shall not lapse.
- F. If at any time the balance of the bank should drop to ten (10) days, each eligible employee shall be assessed one (1) additional day from his/her accrued sick leave.
- G. An employee who has been granted some portion of the sick leave bank, and who returns to work full-time, shall repay the bank at the rate of twenty percent (20%) of his/her unused accrued sick leave at the end of each calendar year.
- H. The actions or non-actions of this subcommittee shall no way be subject to collateral attack or the grievance/arbitration machinery. The subcommittee shall not be considered a State agency, board or any such subdivision of the Employer. No requests shall be subject to the Administrative Procedures Act.

## **ARTICLE 28**

### **TEMPORARY SERVICE IN A HIGHER CLASS**

**Section One.** An Assistant Principal who is assigned in writing by the Superintendent to act as a Principal for a minimum of two weeks shall be paid for work at the rate of the higher class from the first day.

**Section Two.**

- A. Appointments to acting positions in a higher class shall normally be made from among members of the Local 61 AFSA bargaining unit unless the Superintendent initially determines that unusual circumstances prevent any particular appointment being made from within said unit.
- B. In that event, the Superintendent will promptly refer such claims to the Labor Management Committee before such appointment is made.
- C. If the question so referred cannot be resolved by the Labor Management Committee, Local 61 may then refer this matter to the contract grievance procedure beginning at Level III.
- D. In no case shall the rights of either parties currently guaranteed by any other article, letter or section of the collective bargaining agreement or by statute be diminished except to the extent set forth herein above.

**Section Three.** Any member who is temporarily assigned in the same or higher class shall be paid mileage for the length of this assignment. Computation to be so determined by the difference from the employee’s home to his/her new duty station; if such difference is greater than that of his/her former assignment (To include parking and tolls). The rate is set forth in Article 29.

**Section Four.** Any member so assigned to “dual” duty at another unit shall be also reimbursed for his/her mileage to cover such assignment as outlined in Section Three.

**ARTICLE 29  
COMPENSATION**

**Section One.**

- A. Eligible employees will receive Annual Increments (AI’s) during the term of this Agreement as set forth in Article 36, subject to the following:
  - July 1, 2021 –A.I., where applicable
  - July 1, 2022 – A.I., where applicable
  - July 1, 2023 – A.I., where applicable
  - July 1, 2024 – Subject to reopener
- B. Top Step Payment – Employees who are at maximum and therefore not eligible for an Annual Increment (“AI”) shall receive a lump sum payment in accordance with the following rates –two thousand dollars (\$2000) for Principals and one thousand dollars (\$1000) for Assistant Principals. Unless otherwise agreed to between the

parties, such payment shall be made on the date when AI would normally apply.

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

July 1, 2021 – 2.5%, effective and retroactive to July 1, 2021;

a \$2,500 one (1) time bonus to each member of the bargaining unit, effective and retroactive to March 31, 2022. The anticipated date of such payment shall be June 17, 2022.

July 1, 2022 –2.5%

a \$1,000 one (1) time bonus to each member of the bargaining unit. The anticipated date of such payment shall be July 29, 2022.

July 1, 2023 – 2.5%

July 1, 2024 – Subject to reopener

**Section Three.** An administrator who has a Ph.D. or an Ed.D. from an accredited institution of higher education, or a Juris Doctorate (J.D.) degree (as of July 1, 2020), shall receive an annual stipend of three thousand dollars (\$3,000.00) payable in a lump sum on or about October 1 of the fiscal year.

Documentation of the administrator's Ph.D., Ed.D. or J.D. degree shall be submitted to the Superintendent not later than August 1 of the first fiscal year in which the administrator is eligible for this stipend.

**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) 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.

	<u>10 Years</u>	<u>15 Years</u>	<u>20 Years</u>	<u>25 Years</u>
Assistant Principals	\$210.00	\$420.00	\$630.00	\$840.00
Principals	\$221.25	\$442.50	\$663.75	\$885.00

**Section Five.** Travel Reimbursements. Administrators shall be eligible for mile and meal reimbursement at the same rates as are established for managerial employees by the Department of Administrative Services/Office of Policy and Management.

An employee who is required to remain away from home overnight in order to perform the regular duties of his/her position will be reimbursed for lodging expenses in accordance with the Standard State Travel Regulations issued by the Commissioner of Administrative Services. Advance approval must be obtained, except in emergencies.

**Section Six.** In the event of an emergency wherein an Administrator is required to return to the school, payment for mileage will be allowed subject to the approval of the Superintendent and in accordance with Section Five.

**Section Seven.** Any administrator required to return to school to attend an evening function shall be entitled to payment for mileage.

**Section Eight.** Advanced Vacation Pay. Upon written request to the Superintendent, no later than three (3) weeks prior to the commencement of a scheduled vacation period, an employee shall receive such earned and accrued pay for vacation time as he/she may request, such payment to be made prior to the commencement of the employee's vacation period. Such advances shall be for the period of not less than one (1) pay week.

**Section Nine.** Individuals appointed to positions in the bargaining unit shall have their salaries determined as follows:

- A. Assistant Principals who are appointed as Principals shall receive a salary determined by taking the base annual salary (excluding longevity) as specified in the Assistant Principal's salary schedule plan plus five percent (5%) and placing the individual on the step of the Principal's pay plan that is closest to but not less than that sum.
- B. Individuals who are promoted from the teachers' bargaining unit into this bargaining unit shall receive a salary determined by taking their base annual salary (excluding longevity), plus any supplemental earnings from within the Connecticut Technical Education and Career System in the preceding year, plus the increase specified in subsection (a) above and placing the individual on the step of the applicable pay plan that is closest to but not less than that sum.
- C. In situations other than the above, the Superintendent may place an appointee at one of the first two steps of the applicable pay plan in his/her sole discretion.

If the Superintendent determines that the individual should be placed at a higher step, the Superintendent shall notify the Union President of the proposed step placement, along with the reasons for the placement. If the Union deems the proposed placement to be unreasonable, the matter shall be discussed with the

Superintendent. If the matter remains unresolved, the Union may submit the dispute directly to expedited arbitration provided the demand for arbitration is filed within seven (7) calendar days of the date the Union President received notice of the Superintendent's intent to place the appointee at a step higher than the first two steps of the applicable pay plan. The time for submission to expedited arbitration may be extended by mutual consent in writing.

**Section Ten.** 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.

### **ARTICLE 30 GROUP HEALTH AND LIFE INSURANCE**

**Section One.** The terms and conditions of employee health insurance have been negotiated separately on a coalition basis by the State employee unions and shall continue to be governed by the coalition agreement.

### **ARTICLE 31 PROFESSIONAL DEVELOPMENT**

The Connecticut Technical Education and Career System encourages the participation of its Administrators at professional meetings, conferences, conventions, workshops and similar programs.

**Section One.** Approval to participate in professional functions may be granted by the Superintendent subject to standard procedures used by the Department of Education. Reimbursement, where applicable, will be at the rate indicated in the Standard State Travel Regulations, unless otherwise indicated in this Agreement.

**Section Two.** Tuition for successfully completed course work with an accredited institution of higher education (ie – accredited by CHEA/NEASC or the like) will be reimbursed up to twelve (12) credits per school year (July to June) at a reimbursement rate tied to the University of Connecticut NEAG School of Education tuition rate. Written approval by the Superintendent must be obtained prior to enrollment, except that approval shall not be unreasonably denied where such advance notice is not feasible due to the course enrollment procedures or related logistical issues not caused by the requesting administrator. Course work must relate to the administrators' professional development objectives and/or the objectives of the Connecticut Technical Education and Career System. Administrators shall be timely reimbursed upon successful completion of the course (3.0 grade point average or higher, unless it is simply pass/fail), submission of a voucher, transcript of a grade and a receipt or cancelled check showing the amount paid for tuition. Short term, non-credit

courses which are approved in writing by the Superintendent may also be reimbursed; reimbursement shall not exceed \$550.00.

With respect to online course work: A professional development subcommittee consisting of an equal number of representatives appointed by the Union and by the Superintendent, and including the Supervisor of Professional Development, shall develop a list of mutually agreed upon accredited institutions of higher education from which administrators may seek reimbursement under this policy for online courses, and thereafter maintain and update such approved list every other year, to add and/or delete approved institutions. The Superintendent shall have the ultimate authority to make changes to the list of approved institutions for reimbursement for online course work in the event that the professional development subcommittee cannot agree on a proposed change to such list. Online courses taken through an educational institution that is not included on such approved list shall be reimbursed at 50% of the applicable reimbursement rate, except that an administrator may seek exemption from such reimbursement reduction from the Superintendent or his/her designee upon a satisfactory showing of the educational rigor of the online program. Once such an exception is approved, such online course shall be added to the approved list.

For purposes of this section, timely reimbursement means that the Board shall make all reasonable efforts to ensure that payment is delivered to the administrator within ninety (90) days of such administrator's submission to the Board. The Board shall also make all reasonable efforts to provide an administrator with prompt notice of any claimed deficiency, missing documentation, or need to otherwise correct/supplement his/her submission in support of his/her reimbursement request. In the event that reimbursement is not timely made to an administrator due to third party administration and/or review of reimbursement requests, the Board shall make all reasonable efforts to cooperate with the Union to facilitate and prioritize overdue payments.

**Section Three.** The Superintendent may approve full or partial reimbursement for dues to professional organizations. Request for reimbursement must be made in writing, prior to joining.

**Section Four.** For the purpose of making payments pursuant to Section Two above, and for the purpose of paying for attendance at educational conferences or conventions approved by the Superintendent, there shall be a Professional Development Fund consisting of:

- a) the amount unused and carried over from funds appropriated pursuant to Sections Four and Six of the contract that expired on June 30, 2011; and
- b) an additional \$45,000 added to the fund in each contract year.

There shall be unlimited carryover of unused funds from one contract year to the succeeding contract years.

The Board shall ensure that the Union is provided with a financial report of disbursements and balance of the Professional Development Fund, as well as the then-present status and details of any pending request(s), on or about October 1, March 1 and August 1 of each year.

**Section Five.** The administration of this Article shall be a subject of discussion by the joint Labor Management Committee.

## **ARTICLE 32 PERSONAL LEAVE**

**Section One.** Administrators shall have up to three (3) days of personal leave of absence with pay in each school year. On the first day of the pay period, which includes September 1, Administrators shall be credited with three (3) days of personal leave for use by the end of the last pay period prior to the next September 1. Administrators who are initially employed on or before November 1 shall be entitled to three (3) days of personal leave; administrators who are initially employed on or before March 1 shall be entitled to two (2) days of personal leave; administrators who are initially employed on or before May 1 shall be entitled to one (1) day of personal leave. Newly hired administrators may use personal leave as soon as it is credited, subject only to approval as provided in Section Two.

**Section Two.** Personal leave is subject to prior approval by the Superintendent. Such approval shall not be unreasonably withheld.

**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.

## **ARTICLE 33 ADMINISTRATIVE REDUCTION IN FORCE**

**Section One.** Layoff, position elimination and reduction in force shall be defined as the involuntary, non-disciplinary separation of an employee from State service.

**Section Two.** If the Superintendent determines that it is necessary to eliminate unit positions, layoff unit members or engage in reduction in force involving unit members, the following procedure will be used:



“Administrative Seniority” for the purposes of this article is defined as the length of continuous service within this bargaining unit, Local #61, AFSA, from the date of appointment by the appointing authority with the administrative classification of Principal and Assistant Principal, including years of service as an administrator within the Connecticut Technical Education and Career System prior to the advent of collective bargaining. If length of continuous service within the administrative bargaining unit is equal:

1. The administrator with the least amount of total (continuous and non- continuous) full-time service, including leaves of absence, within this bargaining unit shall be released first.
2. If the above criteria are equal, the administrator with the least amount of full-time, continuous service as a teacher or administrator with the Connecticut Technical Education and Career System shall be released first.
3. Employees with the same beginning date of employment shall have their seniority determined by lot and shall be assigned a "rank" to identify the order of seniority. The individual assigned rank 01 has the greatest seniority among the employees with the same beginning date of employment.

The last four digits of each Administrator's Social Security number is used to determine rank. The tie-breaker is determined by the first of the last four digits, or if the first digits are the same by the second digit; if needed, the third digit and then the fourth digit are used.

	Highest Seniority	1
2 <sup>nd</sup>	Highest Seniority	0
3 <sup>rd</sup>	Highest Seniority	3
4 <sup>th</sup>	Highest Seniority	9
5 <sup>th</sup>	Highest Seniority	6
6 <sup>th</sup>	Highest Seniority	7
7 <sup>th</sup>	Highest Seniority	2
8 <sup>th</sup>	Highest Seniority	8
9 <sup>th</sup>	Highest Seniority	5
10 <sup>th</sup>	Highest Seniority	4

**Section Three.** In the event that the Superintendent determines it is necessary to eliminate/layoff/reduce Assistant or position(s), the Superintendent shall notify the incumbent of the affected position(s) sixty (60) days prior to the effect of the personnel action. The incumbent(s) will be offered a transfer to a vacant position in his/her rank.

**Section Four.** In the event that an administrative position or positions are eliminated and no vacancy exists in a position of the same rank, the affected incumbent(s) may displace the least senior member of the administrators’ bargaining unit in the same rank with the exception that the Superintendent shall consider affirmative action goals in directing such transfer.

**Section Five.** If there is no existing administrative position in his/her rank and the displaced administrator has the least seniority as defined in this article in his/her rank, he/she will be offered a vacant administrative position in any other administrative rank as defined below; provided such appointment does not constitute a promotion.

**Section Six.** If there is no existing administrative position in his/her rank and the displaced administrator has the least seniority as defined in this article in his/her rank, and there is no vacant administrative position in any other administrative rank as defined below, the affected administrator may displace the least senior administrator in any other rank, provided such appointment does not constitute a promotion.

**Section Seven.** If an administrator is relieved of his/her duties because of reduction in force, layoff or elimination of position and another administrative position is not otherwise available as aforesaid, he/she shall be reassigned to a teaching position in accordance with the declaratory ruling of the Connecticut State Board of Labor Relations in Case No. TDR- 7161, Decision No. 2225, August 15, 1983, and subject to the terms and conditions of the teacher's collective bargaining agreement.

**Section Eight.** Any administrator who is relieved of his/her duties because of non- disciplinary displacement shall be placed on a recall list for two (2) years. If reappointment is offered within a fifty (50) mile radius of the administrator's home and is refused, he/she shall be removed from the reappointment list.

**Section Nine.** When there is a vacancy in an administrator position and there is a recall list in effect, the Superintendent shall fill the vacancy from the recall list prior to hiring from the outside, provided that there is an administrator on the recall list who is certified for the vacancy and provided that a laid off Assistant Principal shall not be eligible for recall to a Principal's position. Any administrator relieved of his/her duties as above indicated, shall be recalled in the order of administrative seniority to the first vacancy for which he/she is certified, provided such recall shall not constitute a promotion.

**Section Ten.** The provisions of the Article shall be subject to grievance arbitration only with respect to the failure of the Board to follow the procedural requirements set out.

**Section Eleven.** Any administrator who has been laid off or had their position eliminated through reduction in force shall retain accrued sick leave earned provided they return to State service within two (2) years of the effective date or their layoff.

**Section Twelve.** The ranks referred to in this article are as follows:

1. Principal
2. Assistant Principal

## **ARTICLE 34 WORKING CONDITIONS**

**Section One.** It is understood that each administrator shall carry out his or her professional

responsibilities in accordance with the educational mission of the Connecticut Technical Education and Career System.

**Section Two.** The parties recognize and agree that the administrator’s responsibility to their students, teachers and the profession at large entails the performance of duties, reasonable assignment of appropriate school personnel and/or the expenditure of time by the administrator or appropriate personnel which may sometimes occur outside of and/or beyond the student school day. Such duties may include, but are not limited to, attendance at after school functions such as student extracurricular activities and open houses.

**Section Three.** Administrators are required to maintain a professional appearance while performing their duties on behalf of the Connecticut Technical Education and Career System. This requirement shall be governed by the following principle: Administrators are expected to present a physical appearance and dress in a manner which reflects well on the Connecticut Technical Education and Career System and is befitting the supervisory and management role of the administrator.

### **ARTICLE 35 DURATION AND HOLDOVER OF AGREEMENT**

**Section One.** This Agreement shall be effective retroactive to July 1, 2021 and shall expire June 30, 2025, except that there shall be a reopener effective July 1, 2024 as to GWI and AI (including top step bonus).

**Section Two.** The negotiations for a successor Agreement will commence in accordance with statutory requirements.

### **ARTICLE 36 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.

**APPENDIX A**

**SUPERSEDEDENCE**

**CONNECTICUT TECHNICAL HIGH SCHOOL ADMINISTRATORS**

<b>PROVISION REFERENCE</b>	<b>CONTRACT REGULATION</b>	<b>STATUTE OR AMENDED</b>
Deduction of dues exclusively for the certified representative.	Article 6, Section 2	CGS 5-260
Procedure for dismissal or non-renewal only.	Article 9, Sections 1 and 5 Article 24, Section 1	CGS 10-151(c), (d),
Definition of “tenure”	Article 8, Section 7 Article 9, Section 1 Article 23, Sections 1 and 2	CGS 10-151 and related Conn.State Agency Regs. 10-151
Allowance for use of leave credits for employees awaiting Workers’ Compensation determination.	Article 10, Section 1	CGS 5-143
Maternity disability leave without pay carries position for 6 months.	Article 11	Reg. 5-248-2(e)
Up to 5 days parental leave deductible from sick leave.	Article 11	Reg. 5-247-4
Rate and manner of vacation accrual specified in contract.	Article 21, Section 1	CGS 5-250
Vacation carryover normally limited to 10 day and maximum accumulation limited to 60 days for those hired 7/1/77 or later.	Article 21, Section 2	CGS 5-250(b)
Paid Military Leave for call ups limited to emergencies.	Article 26, Section 1	CGS 27-33

<b>PROVISION REFERENCE</b>	<b>CONTRACT REGULATION</b>	<b>STATUTE OR AMENDED</b>
Sick leave eligibility for death in immediate family increased to 5 days.	Article 27, Section 3	Regs. 5-247-4 5-247-4(a)(2)
Sick leave eligibility for sickness in family increased to 5 days.	Article 27, Section 3	Regs.5-247-4 5-247-4(a)(3)
when employee is without pay for 5 or more days per calendar month.	Article 27, Section 10	Reg. 5-247-2(a)(3)
Sick leave payment at 25% to maximum of 60 days upon death of employee within 10 years service.	Article 27, Section 11	CGS 5-247(a)
Payment for temporary service in a higher class commencing with the 15 <sup>th</sup> working day, retroactive on the first working day.	Article 28	CGS 5-209
Payment for excess mileage incurred because of temporary service in a higher class of a different school.	Article 29	CGS 5-200(l) CGS 5-200(n)
Pay groups for longevity payments	Article 29, Section 4	CGS 5-213
Payment for mileage incurred when an Administrator required to return to School in emergency - subject to approval of the Superintendent.	Article 29, Section 6	Standard State Travel Regulations
Payment for unused Personal Leave Days.	Article 32	CGS 5-250(c)
Teleworking	Appendix C	CGS 5-248i

**APPENDIX B  
SALARY CHART – PRINCIPALS/ASSISTANT PRINCIPALS**

**PRINCIPAL SALARY SCHEDULE 92**

	7/1/2021	7/1/2022	7/1/2023
GWI	2.5%	2.5%	2.5%
Step			
1	\$145700	\$149342	\$153075
2	\$149343	\$153075	\$156902
3	\$153076	\$156902	\$160824
4	\$156902	\$160824	\$164844
5	\$160825	\$164844	\$168965

**ASSISTANT PRINCIPAL SALARY SCHEDULE 92**

	7/1/2021	7/1/2022	7/1/2023
GWI	2.5%	2.5%	2.5%
Step			
1	\$130045	\$133296	\$136628
2	\$133296	\$136628	\$140045
3	\$136628	\$140045	\$143546
4	\$140045	\$143546	\$147136
5	\$143546	\$147136	\$150814

Note: Retroactive payments for July 1, 2021 step advancement are anticipated to be made July 15, 2022. -

Note: Changes in salary shall take place at the start of the pay period that includes the effective dates referenced above. The pay period start dates for the above effective dates are:

7/1/2022 -- July 1, 2022  
7/1/2023 -- June 30, 2023

Note: The salary amounts in the above schedules are approximate as the final salary schedules are determined by CORE-CT.

## **APPENDIX C TELECOMMUTING**

Administrators shall be permitted to telework under the following circumstances and subject to the below conditions:

1. At least one (1) building administrator per school building shall be required to work onsite on any and all telework days. The Superintendent's (or designee's) authority to require more than one building administrator to work onsite on a telework day will not be exercised unreasonably nor on a regular basis absent unusual circumstances. If all administrators assigned to a school building seek to telework on the same day the determination of which building administrator will be required to work onsite on a given day shall be made by the building principal provided that teleworking opportunities are made available to all building administrators on an equitable basis, with seniority in the bargaining unit being the final tie-breaker in any dispute. Central Office administrators shall not be subject to this provision for purposes of in-person Central Office coverage. Central Office administrators however may be denied the use of telework by the Superintendent or his or her designee in order to ensure adequate building coverage across all CTECS' schools as set forth in this Appendix or to attend to critical assignments that require in-person attendance as reasonably determined by the Superintendent or his or designee, provided however that teleworking opportunities shall still be made available to Central Office administrators on an equitable basis;
2. Both building and Central Office administrators shall be eligible to telework on days when all CTECS' schools are scheduled to be closed for students and teachers, provided that the administrator provides prior written notice to the Superintendent or designee at least forty-eight (48) hours in advance of the desired telework day so that the Administration can ensure adequate in-person coverage of all CTECS' schools on the desired telework day;
3. Building administrators shall be eligible to telework on days when their individually-assigned school is closed for students and teachers due to snow, other inclement weather or unexpected site closure (e.g. electrical/heating/cooling failure at a site), provided that the administrator gives notice to the Superintendent or designee as soon as practicable after the school closure is announced so that the Administration can ensure adequate in-person coverage of the administrator's school or other work location on the desired telework day;
4. Central Office administrators shall also be eligible to telework on days when A.I. Prince Technical High School in Hartford is closed for students and teachers due to snow, other inclement weather or unexpected site closure (e.g. electrical/heating/cooling failure at the school);
5. Where any school or work location has only one (1) administrator regularly assigned (e.g. Bristol Tech), such administrator shall not be denied teleworking opportunities

consistent with the provisions of this Appendix. Accordingly, where necessary, Central Office administrators shall be required to provide onsite coverage to accommodate such teleworking opportunities for administrators who are assigned to a school or work-location that is ordinarily staffed by only one (1) administrator. Central Office administrators may also be required to provide emergency onsite coverage of schools and other work-locations ordinarily staffed with more than one administrator in the event that unforeseen circumstances lead to a lack of sufficient building coverage on a given telework day. The Superintendent or designee shall assign Central Office administrators to building coverage in such circumstances in an equitable manner;

Administrators are expected to adhere to the same standards of productivity and professionalism on approved telework days as they would be on normal workdays. An administrator's failure to adhere to these standards on an approved telework day may result in disciplinary consequences consistent with the terms of this Agreement and established past practice and/or the suspension of telework opportunities.



**APPENDIX D**  
**CTECS EXECUTIVE COACH-PRINCIPAL AND**  
**EXCEUTIVE COACH-ASSISTANT PRINCIPAL**  
**JOB SPECIFICATION ADDENDUM FOR PRINCIPAL AND ASSISTANT PRINCIPAL**

Purpose:

To develop professional capital within building principal and assistant principal ranks, grow district leadership capacity and develop district-wide succession planning. Coaches serve as dedicated mentor to other district administrators and engage in professional development planning for district administrators. Position would be for experienced and outstanding AFSA members who have a proven track record of effective leadership and development of school teams and leaders.

Description/Duties:

Provide non-evaluative support for beginning and developing principals and assistant principals

- Uses CAS/CAPPS coaching frameworks and LEAD CT rubric
- Support the implementation of district's Strategic Operating Plan (SOP) at school
- Support the development and implementation of school improvement plans to reflect district improvement plan and SOP

Superintendent can appoint up to five (5) Executive Coach-Principals and five (5) Executive Coach-Assistant Principals at any time

- Positions would be 1 year renewable, appointments and placements not subject to grievance process
- Appointments are solely established by Superintendent; placement based on needs of the district and the situation; seniority not a factor, but rather, matching the competencies and strengths of the coach with the needs of the coached administrator(s) as identified by the Superintendent through evaluations and observations
- Coaches need not hold title of Principal or Assistant Principal to be eligible for appointment
- Position includes a separate executive goal(s) with evaluation process; Goals shall be set jointly by the Superintendent and the executive coach; evaluation of executive goal(s) will not be a factor in the administrator evaluation process

Stipend positions

- \$5,000 for Executive Coach-Principal
- \$3,000 for Executive Coach-Assistant Principal
- Stipends count toward TRB per TRB rules

Special duty time

Engage in up to 2 days per week of executive coach work (as approved by supervisor)

## APPENDIX E

### CROSS UNIT HANDLING OF DURATIONALS, TEMPORARIES, SNOW DAYS, AND FLEXIBLE SCHEDULING

#### **I. Durational positions and Temporaries**

(Offered to all OLR Bargaining Units)

##### **Definitions:**

**Temporary:** Position filled for a short term, seasonal, or emergency situation, including to cover for a permanent position when the incumbent is on workers' compensation or other extended leave, not to exceed 6 months. May be extended up to one year. If a temporary employee is retained greater than 12 months said employee shall be considered durational.

**Durational:** An employee hired for a specific term, for a reason not provided above, including a grant or specially funded program of a specific term, not to exceed one year.

**Status:** A temporary employee shall become durational after 6 months or one year if extended.

A durational employee shall become permanent after six months, or the length of the working test period, whichever is longer.

##### **Benefits:**

A temporary employee shall receive such benefits as provided by state or federal law, and such additional benefits as currently provided by the respective agreements and practice applicable to the unit, which may include:

- Health and life Insurance
- Pension credit
- Paid Holidays
- PL Days
- After 6 months, vacation, sick and personal leave retroactive to date of hire.

An employee hired for a durational position or treated as a durational after a period of temporary employment shall receive:

- The same benefits as any other employee would receive during his/her working test period.
- Upon becoming permanent, the same benefits as any other permanent employee

## II. Snow Days and Inclement Weather -- Offered to Non-Hazardous Duty OLR Units

- **Essential Employees**
  - Definition for this purpose “essential” means required by the Employer to work outside the home during a period other bargaining unit employees are paid but relieved from work due to a closing.
  - Where a primarily non-hazardous duty bargaining unit includes both essential and non-essential employees, and the former receive only normal pay for working during his/her normal hours during a situation where the governor orders a closing of some or all of that employee’s normal shift, the following shall apply: Notwithstanding any provision providing overtime for working outside normal shift hours, such person shall receive straight time comp time for the hours worked during the employee’s normal shift where the state has been ordered closed or the Governor has directed nonessential state employees not to report to work.
- **Vacation, PL and Sick Time Impact for Non-Essential Employees**
  - Employees out sick shall not be charged a sick day or personal day if the state is closed or the Governor has ordered nonessential state employees not to report to work during that employee’s normal work shift
  - Employees on vacations for less than a week shall not be charged a vacation day if the state is closed during that employee’s normal work shift.
  - Employees scheduled out of the office on leave for a week shall be charged for such leave if the state is closed during such time.
- **10 month Employees Choosing a 12 month Pay Plan – Shall be treated like any other 12 month employee for purposes of inclement weather closings.**

## III. Alternative Work Schedules, Compressed Work Schedules, and Telecommuting-- (General Offer)

Concept: Each agency will form a committee (like labor management) with each of its unions to discuss these issues. With the agreement of Union representatives, committees may operate cross bargaining units.

There shall also be a Statewide Telework Committee. The purpose of the Committee is to create policy and policy guidance to agencies regarding telework policies and implementation thereof. Areas of guidance include ensuring consistent standards, disability accommodations, performance measurements, agency closures, and management training. The Committee shall be comprised of an equal and mutually agreed upon number of members appointed by the SEBAC Leadership, and representative of management, which shall include the Director of Statewide Human Resources and other such designee of the Commissioner of DAS, and members of OLR. The Committee shall be co-chaired by the Undersecretary of OLR or his/her designee

and a representative of SEBAC. The Committee shall commence with meetings no later than 60 days following ratification of the Agreements.

Current practice will remain at each agency until parties meet and agree otherwise or changes occur through facilitation and or arbitration. Each committee shall begin its work no later than 30 days following the ratification of this agreement, and shall provide an initial report to the Statewide Committee regarding the meetings held and Information relevant to the issue of telework, as defined and requested by the Statewide Committee.

Up to six members (equal on each side) on the committee. Union staff, and the Office of Labor Relations, shall serve as ex officio participants on the committee until a policy acceptable to both parties has been created.

There shall be a Flexible Scheduling Facilitator, who shall be knowledgeable in flexible schedule issues. The Facilitator shall be available to resolve such matters as submitted by the parties. The Facilitator shall work with the committees to establish AWS, Compressed Scheduling, and Telecommuting Policies acceptable to both parties. If the parties are unable to agree to such policies within 90 days of the commencement of Statewide Committee meetings, either party may invoke interest arbitration on this issue. In such arbitration, it shall be agreed upon language that:

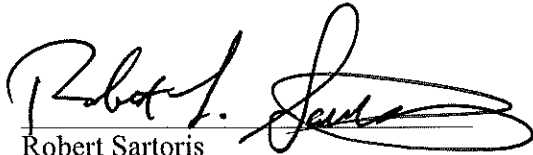
- (1) Any policy shall consider the legitimate operational needs of the affected agencies as well as the interests of the affected employees.
- (2) The determination of the employer to deny a request for AWS, Compressed Work Schedules, and Telecommuting shall be arbitrable, but shall first be submitted to the joint committee and the Facilitator for a recommended disposition.
- (3) Current contract language on AWS and Flex scheduling shall be agreed upon language unless a bargaining unit agrees to otherwise and / or proposes alternative language in the arbitration.

If the inability to reach agreement involves more than one bargaining unit and/or more than one agency, prior to the arbitration(s) being scheduled, the parties shall confer to determine the best way to achieve their mutual interest in expeditiously establishing a fair and effective policy applicable to those units and /or agencies.

SIGNATURE PAGE

IN WITNESS THEREOF the parties execute this Agreement.

FOR THE AMERICAN FEDERATION OF  
SCHOOL ADMINISTRATORS (AFL-CIO)  
LOCAL 61



Robert Sartoris  
President

5-26-2022

\_\_\_\_\_  
Date

FOR THE BOARD OF EDUCATION,  
STATE OF CONNECTICUT



\_\_\_\_\_  
Charlene M. Russell-Tucker  
Commissioner of Education

June 3, 2022

\_\_\_\_\_  
Date