

COLLECTIVE BARGAINING AGREEMENT

Between

EASTCONN REGIONAL EDUCATIONAL SERVICE CENTER

And

EASTCONN FEDERATION OF TEACHERS

2014-2017

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EASTCONN Regional Educational Service Center (hereinafter referred to as "EASTCONN") and the EASTCONN Federation of Teachers, AFT Local No. 4238, AFT CONNECTICUT, AFT, AFL-CIO (hereinafter referred to as the "Federation"), hereby agree as follows:

ARTICLE I
RECOGNITION OF RIGHTS

- A. For purposes of negotiations concerning salaries and other conditions of employment under Section 10-153b through 10-153d of the Connecticut General Statutes, EASTCONN hereby recognizes the Federation as the exclusive bargaining representative of the group of professional employees who are employed by EASTCONN in positions requiring a teaching or other certificate and employees holding a durational shortage area permit and are not included in the administrators' unit or excluded from the purview of Sections 10-153a through 10-153g, inclusive, of the Connecticut General Statutes.
- B. It is recognized that EASTCONN Executive Board has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of EASTCONN in all its aspects, including but not limited to the following:
1. To maintain educational activities and programs as in its judgment will best serve the interests of the students, the member boards of education, and EASTCONN;
 2. To determine the type of work to be performed by the personnel of EASTCONN;
 3. To assign all work to employees or other persons;
 4. To decide the methods, procedures and means of conducting the work;
 5. To select, hire, and demote employees, including the right to prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of EASTCONN;
 6. To discharge or otherwise discipline any employee;
 7. To promote, transfer, and lay off employees;
 8. To decide the need for facilities;
 9. To determine the number, age, and qualifications of pupils to be admitted into each school or program;
 10. To designate the schools or programs which shall be attended by the various students within EASTCONN;

11. To prescribe rules for the management, studies, classification and discipline for EASTCONN programs;
12. To decide the textbooks to be used;
13. In general, to control, supervise and manage the operations of EASTCONN and its professional staff under governing laws; and
14. To establish or continue policies, practices and procedures for the conduct of EASTCONN business, and from time to time, to change or abolish such policies, practices or procedures.

These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in a manner inconsistent with or in violation of the specific terms and provisions of this Agreement.

ARTICLE 2

GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to equitably resolve any alleged breaches of this contract through open and honest discussion at the lowest possible administrative level. Both parties agree that the proceedings will be kept as confidential as is appropriate.
- B. Definitions
 1. "Grievance" shall mean a violation of a specific term or terms of this contract to the detriment of a teacher or group of teachers or the Federation.
 2. "Teacher" shall mean any member of the bargaining unit.
 3. "Grievant" shall mean the person or persons making the claim or the Federation.
 4. "Days" shall mean days when school is in session, except after May 1st when days shall mean calendar days, so that the matter may be resolved before the end of the school term or as soon as possible thereafter.
- C. Time Limits
 1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limits specified may, however, be extended by written agreement of the grievant and the appropriate administrator.

2. If a teacher does not file a grievance in writing within fifteen (15) days after he knew or should have known of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived.
3. Failure by the grievant at any level to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at the level.
4. Failure by any administrator to render a decision within the specified time limits shall allow the grievant to proceed to the next level of the procedure.

D. Formal Procedure

1. Level One - Immediate Supervisor

- a. The grievant shall file a written formal grievance with the immediate supervisor specifying the term or terms of the contract that the grievant believes have been breached.
- b. Within five (5) days after the receipt of this formal grievance, the immediate supervisor will hold a meeting with the grievant.
- c. The immediate supervisor shall, within four (4) days after the hearing, render his decision and reasons in writing to the grievant.

2. Level Two - Executive Director

- a. If the grievant is not satisfied with the disposition of the grievance at Level One, he may, within five (5) days after the decision or seven (7) days after the Level One meeting, file the grievance with the Executive Director.
- b. The Executive Director shall, within five (5) days after the receipt of the referral, meet with the grievant.
- c. The Executive Director shall, within five (5) days after such meeting, render his decision and the reasons in writing to the grievant.

3. Level Three - EASTCONN

- a. If the grievant is not satisfied with the disposition of his grievance at Level Two, he may, within five (5) days after the receipt of the decision or either (8) days after the meeting with the Executive Director, file the grievance with the EASTCONN Board of Directors.

- b. The EASTCONN Board of Directors or a committee thereof shall, within ten (10) days after receipt of the grievance, meet with the grievant for the purpose of resolving the grievance.
- c. The EASTCONN Board of Directors or a committee thereof shall, within five (5) days after such meeting, render its decision and the reasons in writing to the grievant.

4. Level Four - Arbitration

- a. If the Federation is not satisfied with the disposition of the grievance at Level Three, it may, within three (3) days after the decision of the EASTCONN Board of Directors or within ten (10) days after the meeting with the Board of Directors, submit the grievance to arbitration by notifying the Executive Director of its intent to do so. If the Federation and the Executive Director cannot mutually agree upon a single arbitrator to hear the grievance within five (5) days of the notice of intent to submit to arbitration, then the Federation may submit the grievance to arbitration by filing a demand for arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association. The American Arbitration Association shall then act as the administrator of the proceedings.
- b. The arbitrator shall be bound by the Voluntary Labor Arbitration Rules. He shall render a decision in writing to both parties setting forth his findings of fact, reasoning and conclusion only on the issues submitted. He shall hear only one grievance at a time. The arbitrator shall limit his decision strictly to the interpretation and application of the specific provisions of this Agreement which are in issue, he will be without power or authority to make any decision:
 - (1) Contrary to or inconsistent with or modifying, altering, amending or varying in any way any of the terms, conditions or provisions of this Agreement or of applicable law or rules or regulations having the force and effect of law; or
 - (2) Involving EASTCONN discretion or EASTCONN policy not covered by the terms of this Agreement or EASTCONN action under all applicable statutes or rules or regulations of the State Board of Education or matters as to which EASTCONN is without authority to act; or
 - (3) Limiting or interfering in any way with the powers, duties and responsibilities of EASTCONN under policies not covered by the Agreement, applicable statutes and/or rules and regulations having the force and effect of law.
- c. The decision of the arbitrator rendered in accordance with his jurisdiction and authority hereunder shall be accepted as final and binding.

- d. The costs of the arbitrator shall be borne equally by EASTCONN and the Federation.

E. Rights of Teachers to Representation

1. No reprisals of any kind shall be taken by either party or by any member of the administration against any participant in the grievance procedure by reason of such participation.
2. The grievant may be represented at any level of the grievance procedure by a person of his own choosing provided, however, that such person shall not be an official or a representative of any other teacher organization. When a teacher is not represented by the Federation, the Federation shall be notified and have the right to be present and to state its views at any level of the grievance procedure.

F. Miscellaneous

1. All documents, communications and records generated by a grievance shall be filed separately from the personnel files of the participant.
2. Forms for filing and processing grievances and other necessary documents shall be prepared by the Federation and by the Executive Director.
3. If the grievance occurs as the result of an action by other than the teacher's immediate supervisor or affects a group or class of teachers, the grievance may be processed immediately at the level at which it occurs. In such a case the grievance shall specifically identify the group and the alleged damage suffered by that group.
4. Meetings held under this procedure shall be conducted on non-school time at a place which will afford a fair and reasonable opportunity for all persons proper to be present and to be heard. If, at the option of EASTCONN, hearings are held during school hours, persons proper to be present shall be excused without loss of pay.
5. The Federation shall submit each year to the Executive Director, a list of its officers and its statutory agent for service of process together with addresses and phone numbers.

ARTICLE 3
TEACHING ASSIGNMENTS

- A. Teachers initially employed by EASTCONN shall receive their assignment from the Executive Director.
- B. Teachers already employed by EASTCONN shall receive notification of any change in their initial assignment for the next fiscal year prior to the close of the current fiscal year. In the event

of a change in circumstances or conditions during the months of May through August such assignments may be changed with prompt notice in writing to the teacher's last known address.

- C. In the determination of assignments, the convenience and wishes of the teacher shall be honored to the extent that these considerations do not conflict with the requirements and best interest of the school system and the students as determined by the Executive Director.
- D. In arranging schedules for teachers who are assigned to more than one location, reasonable efforts will be made to limit the amount of travel. Teachers shall be reimbursed for interprogram travel. Rate of reimbursement will be as follows:

At no less than the current I.R.S. rates in effect.
- E. Upon written request, a teacher whose assignment has been changed, shall be given the opportunity to meet with the Executive Director or his designee. The request shall be made within seven (7) days of the receipt of notice of change. The Executive Director will supply written reasons for the change to the teacher within five (5) days after the meeting.
- F. Any teacher who has been assigned students with unusual problems, shall be notified, as soon as the information is available, of such problems. The teacher may request a meeting with the administration to obtain information concerning the handling of such problems.
- G. In scheduling teachers who use more than one teaching station, reasonable efforts based on surrounding circumstances will be made to minimize the number of rooms teachers shall be required to use.

ARTICLE 4

TEACHER TRANSFERS

- A. Involuntary transfers shall be made only after a meeting and discussion between the teacher involved and the Executive Director or his designee, at which time the teacher shall be notified of the reasons in writing for the transfer.
- B. When an involuntary transfer is necessary because of position elimination in a particular program, such transfers will be made on the basis of system-wide seniority among the members of that program unless qualifications dictate otherwise. Qualifications shall be defined as certification and specifications as posted by the Executive Director.
- C. Notice of any transfer shall be given to the transferred teacher as soon as practicable and under normal circumstances not later than the end of the school year. When the determination for the need for the transfer occurs in the summer months, the Executive Director shall notify the affected teacher in writing, at the teacher's last known address, when such determination is made.

- D. Teachers who desire to transfer to another position shall file a written statement of such desire with the Executive Director on or before March 1 of each year. Such statement shall include a description of the program to which the teacher desires to be assigned.

ARTICLE 5

VACANCIES

- A. Vacancies in certified positions which are the direct result of death, retirement, discharge, resignation, or the creation of a new position shall be publicized by posting notices in the following way:

A notice shall be posted on EASTCONN's electronic job board that is accessible from EASTCONN's home web page and made available to all EASTCONN users. Such posting shall be made prior to notification of newspapers who are advertising such positions.

- B. Teachers who desire to apply for such vacancies of position shall file their applications with the Executive Director as directed in the posting of the vacancy and within the time limit specified in the notice. The posting shall contain general qualifications.

- C. The Executive Director may make a temporary substitute appointment to a vacancy while applications are pending (e.g., "acting program director").

1. A temporary substitute shall be placed on the appropriate lane and step, to a maximum of three steps, on the salary schedule after the 40th consecutive day of teaching the same assignment for which that teacher is certified in any one school year.
2. If such substitute is selected to fill that position in the following year, such substitute shall be entitled to all of the benefits of the collective bargaining agreement.

ARTICLE 6

ACCESS TO INFORMATION

- A. EASTCONN and the Federation shall share equally the expense of providing each teacher, each administrator, each member of the EASTCONN Board of Directors and each member local board of education of EASTCONN, a complete text of this Agreement or any successor agreement.
- B. Each party to this Agreement shall make available to the other, upon written request, any and all information, statistics, and records which are relevant or necessary to the negotiations process or to the proper enforcement or implementation of the terms of this contract, to the extent to which such material is readily available or reasonably obtainable and which EASTCONN may lawfully release.

- C. Two (2) copies of the agenda of all EASTCONN public meetings shall be made to the Federation at the EASTCONN Central Office prior to such meetings. EASTCONN shall advise the Federation President, or any other Federation officer if the President is unavailable, of any special EASTCONN meeting.
- D. The Federation shall furnish EASTCONN with a list of its officers, executive committee members, and stewards, and, as soon as possible, notify EASTCONN in writing of any changes therein. Such notification shall be sent to the Executive Director. No officer, executive committee member, or steward shall be recognized by EASTCONN until such written notification of his appointment shall be received by EASTCONN from a duly authorized officer of the Federation.
- E. A copy of all approved minutes of EASTCONN will be sent to the Federation President within twenty-four (24) hours after they become approved.
- F. Whenever a member of the bargaining unit is hired, EASTCONN shall forward the following information to the Federation: name of the new member, address, position, work location, number of years of teaching experience, and salary step placement.
- G. EASTCONN shall notify the Federation president of all bargaining unit positions which are impacted by a reduction of hours.

ARTICLE 7

PAYMENT SCHEDULE

- A. Salary payments shall commence no later than the second school Friday in September and shall be made every other Friday thereafter over 21 additional payments of substantially equal amounts.
- B. Teachers may elect to be paid on a twelve-month basis commencing as noted above, with a balloon payment for the last paycheck in June, substantially equal in amount to five "twelve-month basis" checks.
- C. Each employee must notify the Executive Director on a form distributed at the end of the school year of the preferred method of payment. The form must be submitted to the business office prior to August 15. For the first year of this contract, a form shall be distributed to each employee. Thereafter, all employees shall be responsible for obtaining and filing such form prior to August 15 if they wish to change their payment schedule from the prior year. New employees shall select a payment schedule upon hiring.
- D. Employees shall not be allowed to change the method of payment during the year. An employee making no first selection shall be paid in accordance with Section B, above.

ARTICLE 8
PAYROLL DEDUCTIONS

- A. In addition to those payroll deductions required by law, the following agencies are eligible for payroll deductions. All requests for deductions must be in writing on approved authorization forms.
- B. The list of approved deductions is as follows:
1. Union dues
 2. Credit Union -

Norwich Pequot Teachers Federal Credit Union
Northeast School Employees Federal Credit Union
 3. Teacher Retirement
 4. Tax shelter annuity plans administered by one broker or agency as determined by the Federation. Existing annuity plans may continue with the same broker or company.
 5. Health insurance benefits
 6. All current payroll deductions shall be considered approved deductions unless the parties mutually agree to discontinue a deduction.
- C. Requests for changes in deductions must be made prior to October 1.
- D. The Federation shall hold EASTCONN harmless against any and all claims, demands, liabilities, lawsuits, counsel fees, or other costs which may arise out of, or by reason of, actions taken by or against the Board as a result of the administration of the dues deduction provision listed in the above-noted Paragraph B.
- E.
1. All employees who were members of the Federation as of July 1, 1985, or who thereafter became members of the Federation, and all employees in the Bargaining Unit hired on or after July 1, 1985, shall, as a condition of employment, either (1) become and/or remain members of the Federation through the duration of this Agreement; or (2) pay to the Federation an agency fee which shall be less than the amount of dues uniformly required of members.
 2. EASTCONN agrees to deduct monthly dues, as certified by an Executive Board Member of the Federation from the salaries of all employees covered by this Agreement who submit to EASTCONN a written authorization for such dues deduction. EASTCONN agrees to deduct monthly agency fees as certified by the Secretary of the Federation, from the salaries of all employees covered by this Agreement who are not members of the Federation.

3. Agency fees shall be determined by the Federation subject to the following conditions:
 - a. Agency fees shall be determined on an annual basis.
 - b. Agency fees shall be determined as of September 15th of each year.
 - c. Agency fees shall be based on the actual costs of collective bargaining, the processing of grievances, and contract administration.
 - d. The Federation shall provide the appropriate objection procedure, in accordance with prevailing law, to employees who object to the expenditure of any portion of their agency fee for purposes other than those noted in sub-section c. above.

ARTICLE 9

TEACHER AND FEDERATION RIGHTS

- A. An employee shall have the right to have a Federation representative present to observe at any conference scheduled by an administrator to discuss matters which may affect the employee's position with respect to discharge, resignation or demotion. The Federation representative shall not be permitted to attend a conference between an administrator and a teacher concerning a classroom evaluation taken in accordance with EASTCONN's evaluation procedure.
- B. No after school meetings with teachers may be called by any member of the administration or by EASTCONN on the first Monday of each month unless an emergency arises.
- C. The administration may grant paid leave to teachers for planned programs of professional growth under terms and conditions set by the Executive Director.
- D. Professional Development activities offered by EASTCONN which are, in the opinion of a supervisor, appropriate to meeting objectives stated in an individual's plan, shall be available to the individual teacher at no cost.

ARTICLE 10

SICK LEAVE

- A. Each employee shall be allowed fifteen (15) days absence without loss of pay during each work year. To the extent not used, this sick leave shall be allowed to accumulate from year to year up to a maximum of one hundred eighty-six (186) days.
- B. Any employee hired on a contractual basis on or after October 1st of any given year will be given sick leave on a pro-rated basis to the balance of the school year.

- C. The accumulated sick leave of any employee who is on authorized leave shall remain intact, and upon the return of said employee the following school year, shall again begin to accrue toward the maximum which is allowed.
- D. Employees unable to attend to their duties for reasons of illness, or otherwise, shall notify their immediate supervisor as promptly as possible, stating the probable duration of their absence.

ARTICLE 11
PREGNANCY DISABILITY LEAVE

- A. Pregnancy disability leave shall be provided in accordance with the applicable state and federal law, including the Family and Medical Leave Act of 1993, 29 U.S.C. §2601 and the Connecticut Fair Employment Practices Act, Conn. Gen. Stat. §46a-51 *et seq.*

ARTICLE 12
CHILDREARING LEAVE

- A. Any certified tenured professional employee shall be entitled, upon written request submitted to the Executive Director, to leave without pay or benefits for purposes of childrearing, apart from any period of childbirth disability leave. Such employee shall be entitled to such leave for any portion of any school year up to one semester, in which the child is born, or adopted and for one additional year if requested by the employee.
- B. Such childrearing leave shall be subject to the following conditions:
 - 1. Employees requesting leave shall submit not less than thirty (30) days written notice of the anticipated date of commencing such leave.
 - 2. A teacher on the above-noted leave shall be entitled to purchase group insurance at group rates in accordance with law and in accordance with the terms of the insurance carriers.
 - 3. A teacher on such leave shall be offered a position at EASTCONN upon termination of his/her childrearing leave subject to the Reduction in Force and Recall Article under this contract.
 - 4. The teacher on leave shall be responsible for notifying EASTCONN prior to March 1 of his/her intention to return to work the next September or by July 1 of his/her intention of returning to work at the beginning of the second half of the academic year. Failure to provide such notice shall be deemed a waiver by the teacher of his/her right to return to a position with EASTCONN and shall be deemed a resignation. A teacher may only return to work in September (the beginning of the first semester) or the beginning of the second half of the academic year unless otherwise agreed upon with the Executive Director. A teacher who fails to return to work at the promised time shall be deemed to have resigned his/her position from EASTCONN.

ARTICLE 13
LEAVES OF ABSENCE

- A. EASTCONN may grant leaves upon written request of an employee. During such leave teachers shall be entitled to group insurance benefits at their own expense.
- B. At the expiration of the approved leave, the teacher shall be entitled to return to the same or similar position to the extent possible.
- C. Notwithstanding the above, employees are entitled to leave pursuant to the federal Family and Medical Leave Act of 1993, 29 U.S.C. §2601 *et seq.*, and EASTCONN Policy. Sick leave and personal leaves under this contract shall apply towards the allotment of leave under the Family and Medical Leave Act in accordance with EASTCONN policy.

ARTICLE 14
SABBATICAL LEAVE

In its desire to reward and to encourage independent research and achievement, EASTCONN hereby initiates the policy of sabbatical leave for teachers upon recommendation of the EASTCONN Executive Director for approved scholarly programs contributing to EASTCONN. Leave is subject to final approval of the Board of Directors and the following conditions:

- A. No more than one (1) member of the teaching staff shall be absent on sabbatical leave at one time.
- B. Requests for sabbatical leave for a school year must be given to the Executive Director in written form no later than December 31 of the preceding year.
- C. The teacher has completed at least seven (7) consecutive full school years of service as a teacher with EASTCONN and its predecessor agencies.
- D. Teachers on sabbatical leave shall be provided medical coverage subject to the terms of the carriers.
- E. The teacher shall agree to return to EASTCONN for two (2) full years of work. Upon such return, the teacher shall be placed on the appropriate step in the salary schedule as though such teacher had not been on leave.
- F. Any sick leave accumulated to the credit of the teacher when sabbatical leave becomes effective shall be credited as accumulated leave on the date sabbatical leave terminates. No accumulation shall be credited for the period of leave.
- G. Prior to the commencement of sabbatical leave, the teacher will sign an agreement to return to the district for two (2) years of future service immediately following sabbatical leave or, in the alternative, will repay the Board of Education the full cost of insurance coverage plus interest at

eight (8%) percent plus reasonable costs of collection immediately upon failure to comply with the future service agreement. In cases of exceptional hardship, the Board may release the teacher from the obligations to pay all or part of the payments upon his/her failure to comply with the future service requirements.

ARTICLE 15

PERSONAL DAYS

- A. Members of the bargaining unit shall be allowed paid absences up to three (3) school days per year for matters of pressing personal needs which are of a serious or emergency nature over which the teacher has no control.
- B. An additional three (3) days shall be allowed with pay in any one school year for the following reasons:
 - 1. To attend a funeral of a member of the immediate family (immediate family shall mean spouse, parent, sibling, children, grandchildren, grandparents and persons with whom the employees share a close familial relationship).
 - 2. To attend an administrative or court hearing in which the employee is a party or to which the employee has been subpoenaed, except where the subpoena has been issued on behalf of the Federation.
 - 3. To attend to the birth of a child by an employee's spouse.
 - 4. To observe a religious holiday.
 - 5. Illness of an immediate family or household member.

A teacher may utilize the personal days permitted in Section A. for the reasons noted above, if the teacher has exhausted the total of three (3) days under this Section for such reasons.
- C. Except in cases of emergency, teachers wishing to take a personal day shall give written notice to the Executive Director or his designee as soon as practicable but no less than forty-eight (48) hours in advance. The Executive Director shall notify the staff of the name of his designee at the beginning of the year.
- D. Unused personal days shall not accumulate.
- E. The Executive Director may grant paid or unpaid leave for any of the reasons noted in this Article.

ARTICLE 16
PERSONNEL FILES

- A. No evaluations or written statements of criticism originating after initial employment shall be placed in a teacher's personnel file unless the teacher has been notified and has had an opportunity to review such material. The teacher may submit a written notation regarding any material, and the same shall be attached to the file copy of the material in question. If the teacher is asked to sign material placed in his file, such signature shall be understood to indicate his awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.
- B. Each teacher shall have the right to review and make copies of any materials in the teacher's personnel file originating after initial employment upon reasonable notice during the hours which EASTCONN's Central Office is open and at cost.

ARTICLE 17
NON-EVALUATIVE CLASSROOM OBSERVATION

Non-evaluation classroom observation by any individual not associated with EASTCONN may take place with timely notification to the teacher involved. Such notification will be given when the Executive Director or his designee is aware that such class observations are a possibility.

ARTICLE 18
EVALUATION

- A. Teachers will be evaluated according to the state approved EASTCONN teacher evaluation and support program.
- B. The administration may grant paid leave to teachers for planned programs of professional growth under terms and conditions set by the Executive Director.
- C. Professional Development activities offered by EASTCONN which are, in the opinion of a supervisor, appropriate to meeting objectives stated in an individual's plan, shall be available to the individual teacher at no cost.

ARTICLE 19
PREPARATION PERIODS

- A. Teachers will be granted preparation periods in conformity to host schools that will reflect either contractual or current practice. In those work places without a host school preparation periods will be based on current practice.

- B. The standard for teacher time for lesson preparation shall be 150 minutes per week. If this standard is not or cannot be attained, the teacher shall be paid for extra time at the rate stipulated in Article 28, EXTRA DUTIES. The amount of preparation time shall be prorated for part-time teachers.

ARTICLE 20
DUTY FREE LUNCH

Teachers will have a duty free lunch period in accordance with Connecticut General Statutes, §10-156a.

ARTICLE 21
CURRICULUM DEVELOPMENT

Reimbursement for curriculum development work shall be at the rate of Twenty-Nine Dollars (\$29) per hour but only if the administration requires that such work be conducted outside the school day.

ARTICLE 22
EXTRA DUTY POSITIONS

The salary for any extra duty positions created by EASTCONN shall be set and posted by the Executive Director. The salary for such positions shall remain in effect for one year from the date of filling the assignment. Thereafter, the Federation shall have the right to negotiate such salary upon written request within ninety (90) days prior to the anniversary date of the posting of the assignment. All extra duty positions shall be voluntary. The Federation President shall receive notice of the creation of the new position.

ARTICLE 23
PLACEMENT ON THE SALARY SCHEDULE

- A. Teachers shall be placed on the appropriate step on the salary schedule in accordance with the following criteria:
1. Degree status as defined under "Degree Definitions" Article.
 2. Up to thirteen (13) years' credit for continuous full-time teaching service of at least one-half of the school year in positions requiring and under State certification appropriate to the position. Intermittent and short-term substituting will not be credited as previous teaching experience.

3. Credit for experience outside of teaching and credit for teaching or teaching related experience in non-certified positions deemed appropriate to the position by the Executive Director for a maximum of five (5) years.
4. Any teacher receiving a change in degree status documented by official transcripts will be placed on the appropriate salary schedule beginning with the first paycheck in September or beginning with the paycheck which starts the second half of the teachers' salary (e.g., 12th check or 14th check), as the case may be, following the presentation of said transcripts to the Human Resources Department. Any teacher expecting to change degree status shall notify the Human Resources Department at least six (6) months prior to the expected change.
5. Notwithstanding the above minimum placements, the Executive Director may, at his discretion, grant additional credit on the salary schedule to new hirees.
6. Placement of newly hired teachers on the salary schedule in accordance with sections A.2, 3, and 5 above, shall not exceed the salary step placement of present members of the bargaining unit with the same number of years of prior comparable experience.

ARTICLE 24

DEGREE DEFINITIONS

The salary schedules listed in the Appendices of this Agreement shall be interpreted and applied in accordance with the following definitions:

Bachelor	A baccalaureate degree earned at an accredited college or university.
Master's	A Master's degree earned at an accredited college or university relevant to the teacher's job responsibilities.* Credits other than those in a planned program must be approved by the Executive Director to qualify for placement in the Master's lane.
Sixth Year	A second Master's degree in a discipline other than the discipline in which the initial Master's degree was obtained or the completion of thirty (30) credits beyond the Master's degree in a program approved by an accredited college or university or a "Sixth Year Certificate" from an accredited college or university or a Master's degree from an accredited college or university requiring a minimum of sixty (60) credits. All of the above shall be relevant to EASTCONN's job responsibilities. Credits other than those in a planned program must be approved by the Executive Director to qualify toward the Sixth Year lane.

**Teachers who have been placed on the Master's lane on or before June 30, 2013 as a result of completing thirty credits beyond the baccalaureate degree in a program approved by an accredited college or university will be permitted to remain in the Master's lane.*

ARTICLE 25
INSTRUCTIONAL MATERIALS

Teachers shall be required to provide input, during the school year, into the selection of textbooks and instructional materials to be used in programs when so requested by the administration. Final selection and approval of textbooks shall be by EASTCONN.

ARTICLE 26
INSURANCE BENEFITS

- A. Eligible bargaining unit members shall have health insurance coverage available to them administered through a Health Reimbursement Account (HRA) that includes medical / hospitalization and prescription drug coverage. Non-health insurance components include dental and vision coverage. EASTCONN reserves the right to offer more than one health insurance plan to eligible bargaining unit members.
- B. To be eligible to receive health and medical insurance benefits set forth in Section A above, the employee shall contribute annually for such benefits by automatic payroll deductions as follows:
- Up to 20% of the cost of providing health insurance for each year of the contract
- C. The Board shall establish and maintain an IRS Section 125 Flexible Spending Account (FSA) for teachers. The account shall be designed to permit exclusion from taxable income each teacher's share of health and medical premiums, deductibles, co-insurances and unreimbursed medical expenses as well as the cost of dependent care. The dependent care and medical accounts shall have the maximum amount as allowed by law. The Board makes no representations nor guarantees as to the initial or continued viability of such a salary reduction agreement, and shall incur no obligation to engage in any form of impact bargaining in the event that a change in the law reduces or eliminates the tax-exempt status of employee insurance premium contributions. So long as the Board makes a good faith effort to comply with this paragraph, neither the Federation nor any teacher covered by this Agreement shall make any claim or demand, nor maintain any action against the Board or any of its members or agents for taxes, penalties, interest or other cost or loss arising from a flaw or defect in the salary reduction agreement, or from a change in the law which may reduce or eliminate the employee tax benefit to be derived therefrom.
- D. Only professional staff who are scheduled to work 127 full on site days per year or Adult Education teachers scheduled to work 715 on site hours per year shall be eligible for insurance benefits. Employees covered as of July 1997 shall continue to be covered regardless of the above requirement, so long as they continue to work the same number of hours or more.
- E. All insurance coverages shall be provided in accordance with the terms of the insurance carrier or third party administrator administering the plan in effect. Disputes concerning an employee's eligibility or entitlement of the benefits contained herein are matters which, unless they voluntarily reduce their hours, are to be resolved by the employee and the insurance carrier or

third party administrator administering the plan. If the matter remains in dispute, the employee may appeal to the Executive Director. If the employee is still dissatisfied he/she is free to pursue any existing legal remedy available (excluding the grievance procedure in this contract).

- F. In each case where the names of a particular company or specific plan have been used, the intent is to indicate a specific type of insurance benefit and not to establish a relationship with that company.
- G. The Plan documents for the above noted plan(s) shall be on file in the Human Resources Department. The plans(s) documents contain the details governing the medical and dental programs and shall prevail in cases of conflicts with the summaries. Summaries of the plans are contained in Appendix A attached to this contract.
- H. EASTCONN shall provide \$20,000 term life insurance, plus an equal amount of coverage for Accidental Death and Dismemberment, for each teacher.
- I. All members of the teachers' bargaining unit who retire from teaching under the provisions of the General Statutes shall be entitled to participate in medical insurance coverage in accordance with §10-183t(a) and (b) of the Connecticut General Statutes and in accordance with Medicare rules and regulations.

ARTICLE 27

TEACHER FACILITIES

Recognizing that most EASTCONN programs are located on premises not under EASTCONN's care, direction or control, EASTCONN and the Federation agree to make reasonable efforts to provide the following at each program setting:

- 1. A room with adequate space and furnishings for conducting the program at that location;
- 2. A secure place for the teacher's necessary personal belongings;
- 3. Adequate heat and lighting; and ventilation;
- 4. Clean rest room facilities; and
- 5. Adequate and conveniently located parking facilities.

Any teacher that has a concern with regard to the facilities in which that teacher is working shall notify the Executive Director in writing of that concern, specifically describing the deficiencies in the work area. The Executive Director will, in turn, express the concern to the superintendent of Schools, landlord, or agent responsible for the premises.

ARTICLE 28
EXTRA DUTIES

- A. Teachers shall be compensated for all duties for which their presence is required: home visits, tutoring, outside visits, PPT meetings, and moving which occur on weekends, holidays, vacations and summer recess. Compensation shall be at the rate of Twenty-Nine Dollars (\$29) per hour plus mileage reimbursement at the EASTCONN rate. Any such required duties occurring during the school week will be compensated at the rate of Twenty-Nine Dollars (\$29) per hour for each hour beyond one hour after the student day. Compensation or lack thereof, for other types of activities shall be in accordance with past practice.
- B. Any work done under this Article must be approved in advance in writing by the Program Coordinator before payment shall be made.
- C. If a teacher is required to make a presentation outside the teacher's work day, said teacher shall be paid his/her hourly rate for all the time engaged in said presentation.

ARTICLE 29
STIPEND POSITIONS

A list of stipend positions shall be posted as developed. EASTCONN will notify bargaining unit members of available stipend positions on EASTCONN's website. EASTCONN retains the right to add to or remove stipend positions as needed. Positions will be filled on a yearly basis.

ARTICLE 30
TEACHER PROTECTION

- A. Teachers shall report immediately in writing to their immediate supervisor and to the Central Office serious cases of assault suffered by them in connection with their employment.
- B. Such report shall be forwarded to the Executive Director who shall comply with any reasonable request from the teacher for information in his possession, not privileged under law, which is related to the incident or the persons involved.
- C. Whenever a teacher is absent from school as a result of a personal injury caused by an accident arising out of and in the course of his employment, he shall be paid his full salary (less the amount of any worker's compensation award made for temporary disability due to said injury) for a period of up to ninety (90) days. During this period of temporary disability, no part of such absence shall be charged to his annual or accumulated sick leave.
- D. EASTCONN shall allocate \$1,000 for the purpose of reimbursing teachers for loss (excluding cash) or damage to personal property incurred while in the performance of duty. All reimbursement will be held to the end of the fiscal year at which time reimbursement will be made in full if the amount allocated is sufficient for such purpose. Otherwise, pro-rated

reimbursement will be made according to the demands on the fund. Funds shall be managed by a committee consisting of the Executive Director or his/her designee and two teachers appointed by the Federation.

ARTICLE 31

SEPARATION AND RECALL

A. General Statement of Policy

Recognizing that it may become necessary to eliminate professional staff positions in certain circumstances, this provision is adopted to provide an orderly process for staff reduction as a result of position elimination. This Article shall not apply to employees holding durational shortage area permits and not otherwise certified.

B. Procedure

1. For the purposes of this policy, the term "teacher" shall include certified employees of EASTCONN who are members of the teachers' bargaining unit.
2. EASTCONN may, in the first instance, exercise its right and power to reduce the number of teaching staff positions without determining which teacher contracts will be terminated, if any, or what other staffing changes will be made to effectuate the purposes of position elimination.
3. Prior to commencing action to terminate or non-renew teacher contracts under this policy, EASTCONN will give due consideration to its ability to effectuate staff reduction through attrition.
4. No tenured teacher's contract shall be terminated due to elimination of position, before the termination of a non-tenured teacher's contract in the same area of certification, subject to the conditions in subsection 5. below. The contracts of non-tenured teachers shall be terminated first due to elimination of position in accordance with the above and in accordance with skills, ability, and performance as based on written documentation.
5. If the position of a teacher who has attained tenure status is eliminated, such teacher will have the right to be placed in an available position for which he or she is certified and qualified. Available positions shall include those held by non-tenured teachers. In order to be placed in an available position, a tenured teacher must either (1) have taught on a full-time basis in the area of certification applicable to the position during the five year period preceding the school year in which the staff reduction occurs or, (2) in the absence of such recent teaching experience, must complete a program of formal study determined in advance by the Executive Director and completed by September of the school year during which the reduction occurs.

6. In determining which tenured teacher's contract shall be terminated due to elimination of positions, EASTCONN shall select for contract termination the teacher with the least seniority in the system.
7. If a position being held by a non-tenured teacher is to be eliminated at any time prior to the end of the school year, then, and only in this instance, will EASTCONN apply the criterion of seniority among appropriately certified non-tenured teachers to determine which teachers' contracts are to be terminated due to elimination of position.
8. Seniority shall be determined as follows:

A system-wide seniority list based on length of service in this system shall be established. Length of service shall be from the date the contract was signed by the unit member. The contract date which controls the length of service shall be the earliest contract commencing a period of continuous employment including those leaves which allow unit members to accumulate seniority, to the date of such reduction. When two or more unit members have the same length of service, the unit member with the earliest birth day and month shall be considered senior.

C. Policy Provisions Not Applicable to Promotions

Nothing herein shall require the promotion of a teacher to a position of higher rank, authority or compensation, although the teacher whose contract is to be terminated because of elimination of position is qualified and/or certified for the promotional position.

D. Recall Procedure

1. The name of any tenured teacher whose contract of employment has been terminated because of a position elimination shall be placed upon a recall list and shall remain on such list for a period of two (2) years unless such teacher accepts a position in another school district during that period.
2. Any other re-employment under the provisions of this policy shall be made by notification in writing by registered mail sent to the teacher's last known address at least thirty (30) days prior to the anticipated date of re-employment. Any offer so made shall be accepted or rejected in writing within ten (10) days of written notification. If the appointment is accepted, the teacher shall, where possible, receive a written contract of employment within twenty (20) days of receipt of the teacher's reply by EASTCONN. If the teacher rejects the appointment or does not respond to the notice of appointment within ten (10) days of mailing, the name of the teacher will be removed from the recall list.
3. Offers of re-employment to teachers whose names appear on a recall list shall be in the inverse order of termination provided, however, that no teacher on the recall list will be offered re-employment in a teaching position unless he or she has taught within the area

of certification applicable to such position during the five year period preceding the year of contract termination.

4. Any teacher who accepts an offer of re-employment under the provisions of this policy shall be placed upon the salary step next succeeding that which he or she occupied at the time of contract termination.

ARTICLE 32 **AMENDMENT**

- A. This contract contains the full and complete agreement between EASTCONN and the Federation, and neither party shall be required during the term hereof to negotiate on any issue, whether or not it is covered in the contract, except as noted in a particular article.
- B. This contract may be amended or modified by mutual agreement of the parties although it is recognized that neither party has any obligation to negotiate such amendment or modification during the life of the contract.
- C. With regard to matters not covered during collective bargaining, EASTCONN agrees to make no substantial changes in conditions of employment without prior consultation and negotiations with the Federation.

ARTICLE 33 **SEVERABILITY**

In the event that any provision or portion of this Agreement is ultimately ruled invalid for any reason by an authority of established and competent legal jurisdiction, the balance and remainder of this Agreement shall remain in full force and effect.

ARTICLE 34 **SEVERANCE**

Upon retirement from EASTCONN (defined as immediate eligibility for retirement payments under by the State Teacher Retirement Act) or death, a teacher who has been employed by EASTCONN five continuous years as a certified employee, shall receive \$15 per day severance pay for each day of accumulated sick leave after 35 days to a maximum of 176 days. This payment shall be made to the teacher's estate upon death.

ARTICLE 35
DURATION

This contract shall take effect July 1, 2014, and shall continue in full force and effect until June 30, 2017.

ARTICLE 36
CONTRACTS

The Board agrees to use the following form for the written contract of employment of each individual certified professional employee upon initial employment.

Individual Contract

*EASTCONN
376 Hartford Turnpike
Hampton, Connecticut 06247
Phone: 860 455-0707*

TO:

FROM: EASTCONN BOARD

I am pleased to offer you the position of teacher with EASTCONN commencing ____ (date) ____, at a starting salary of \$_____.

In this position you are subject to the provisions of the collective bargaining agreement between the EASTCONN Board and the EASTCONN Federation of Teachers.

Teachers under contract with EASTCONN are expected to recognize the professional requirement of giving a minimum of thirty (30) days written notice prior to commencing work for another school system or RESC. The Executive Director may waive or modify this requirement upon request of the teacher.

Please sign and return to me one copy of this memo to serve as a contract.

Executive Director

Name

Date

ARTICLE 37
DEFINITIONS

The following definitions shall apply to this contract:

- A. "EASTCONN" is a Regional Educational Service Center and is the employer under the terms of this contract.
- B. "Federation" - EASTCONN Federation of Teachers, AFT, Local #4238, AFL-CIO.
- C. "Administration" - The Executive Director and all personnel serving in positions requiring intermediate administrator or supervisor certification.
- D. "Teacher" - Any employee of EASTCONN serving in a position requiring a teaching or other certificate or durational shortage area permit and not included in an administrator's unit or excluded from the purview of §§10-153a to 10-153g of the Connecticut General Statutes.
- E. "School" - Any work location to which a member of the bargaining unit is assigned.
- F. "Teachers' Bargaining Unit" - All employees designated as members of the unit as defined by §10-153b(2) of the Connecticut General Statutes.
- G. "Teachers' Bargaining Agent" - The Collective Bargaining Agent chosen pursuant to §10-153b of the Connecticut General Statutes.
- H. "Seniority" - Continuous employment by EASTCONN or any prior constituent unit(s) - ACASE, ASEA, NARES, NEAR from the teacher's original hiring date.
- I. The use of the singular in this contract includes the plural where appropriate. The use of the masculine gender pronoun includes the feminine.
- J. "Executive Director" - the Executive Director or his designees.
- K. "EASTCONN Board" - the EASTCONN Board or its designees.

ARTICLE 38
SALARY SCHEDULES

- A. 2014-2015 Salary Schedule (In the first year of the contract, there will be no step advancement from the 2013-2014 schedule)

Step	BA	MA	6th Year
1	41,678	43,466	45,306
2	43,266	45,052	46,892
3	44,852	46,640	48,480
4	46,440	48,227	50,066
5	48,027	49,815	51,654
6	49,615	51,403	53,242
7	51,203	52,988	54,829
8	52,788	54,576	56,415
9	54,377	56,163	58,002
10	55,964	59,510	61,376
11		62,664	64,529
12		65,817	67,683
13		68,971	70,837

- B. Longevity

A full time certified teacher, after the first complete year on the maximum step and after having completed ten (10) continuous years of service as a full-time teacher with EASTCONN, shall be paid a longevity payment of \$1,500. A full-time certified teacher, after having completed fifteen (15) continuous years of service as a full-time teacher with EASTCONN, shall be paid a longevity payment of \$2,000. Longevity will be prorated for part-time work. Longevity is paid in each year of this contract. A bargaining unit member who is not eligible for the longevity stipend, and who has completed fifteen years of service with EASTCONN in a position requiring certification shall be paid a \$500 stipend annually.

C. 2015-2016 Salary Schedule

Step	BA	MA	6th Year
1	41,678	43,466	45,306
2	43,266	45,052	46,892
3	44,852	46,640	48,480
4	46,440	48,227	50,066
5	48,027	49,815	51,654
6	49,615	51,403	53,242
7	51,203	52,988	54,829
8	52,788	54,576	56,415
9	54,377	56,163	58,002
10	55,964	59,510	61,376
11		62,664	64,529
12		65,817	67,683
13		69,661	71,545

D. 2016-2017 Salary Schedule

Step	BA	MA	6th Year
1	41,678	43,466	45,306
2	43,266	45,052	46,892
3	44,852	46,640	48,480
4	46,440	48,227	50,066
5	48,027	49,815	51,654
6	49,615	51,403	53,242
7	51,203	52,988	54,829
8	52,788	54,576	56,415
9	54,377	56,163	58,002
10	55,964	59,510	61,376
11		62,664	64,529
12		65,817	67,683
13		70,357	72,261

E. Staff shall advance one step on the schedule at the beginning of each year so long as they were employed by EASTCONN for at least 92 school days in the prior year except that there shall be no step advancement in the first year of the contract.

F. The Executive Director may place new employees on the second step of the schedule.

ARTICLE 39
WORK YEAR AND WORK DAY

- A. The work year for teachers shall be the same length as the student year plus six days. The Executive Director shall provide a schedule of the six days for the subsequent school year prior to June 15 of the preceding school year. The parties agree to negotiate the impact of any change in the student year (180 days).
- B. EASTCONN is a non-profit agency whose existence depends on the sale of services to its customers. Special education classrooms and programs are, in a sense, places of business.

It is in the interest of the agency and its employees for our customers to know when we are "open for business." It is also important for our professional employees to maintain what they and the agency agree to be basic hours of business.

Ordinarily, the length of the teacher work day will be approximately one hour in addition to the normally scheduled student day.

ARTICLE 40
ADULT EDUCATION PROGRAM

- A. Preamble

It is recognized that the adult education program differs in unique ways from the non-adult education programs operated by EASTCONN. Consequently, the following Articles in the non-adult education section of the contract shall not apply to adult education programs but have been modified herein to specifically address the staff of the EASTCONN adult education program:

Article 19 – Preparation Periods
Article 23 – Placement on the Salary Schedule
Article 31 – Separation and Recall
Article 38 – Salary Schedules
Article 39 – Work Year and Work Day

- B. Adult Education teachers commencing work with EASTCONN on or after July 1, 2001, shall be placed on the following salary schedule, based on their education and experience:

Annual salaries are full time (1.00 FTE) =154 days x 7=1078 hours

2014-2015 Adult Education Salary Schedule

(In the first year of the contract, there will be no band advancement from the 2013-2014 schedule)

Band	Placement	BA	MA	MA+15 Or More
1 (1-4)	1-4 yrs. exp.	30,800	31,927	33,010
2 (5-8)	5-8 yrs. exp.	39,235	40,362	41,432
3 (9+)	9 + yrs. exp.	46,270	47,397	48,784

2015-2016 Adult Education Salary Schedule

Band	Placement	BA	MA	MA+15 or More
1 (1-4)	1-4 yrs. exp.	30,800	31,927	33,010
2 (5-8)	5-8 yrs. exp.	39,235	40,362	41,432
3 (9+)	9 + yrs. exp.	46,733	47,871	49,272

2016-2017 Adult Education Salary Schedule

Band	Placement	BA	MA	MA+15 or More
1 (1-4)	1-4 yrs. exp.	30,800	31,927	33,010
2 (5-8)	5-8 yrs. exp.	39,235	40,362	41,432
3 (9+)	9 + yrs. exp.	47,200	48,350	49,765

C. Reduction in Hours and Termination of Employment

1. General Statement of Policy

Recognizing that it may become necessary to eliminate staff positions and reduce staff hours in certain circumstances, this provision is adopted to provide a reasonable process for staff reduction as a result of position elimination and the reduction in hours as a result of loss of funding through whatever source. This provision shall not be applied in circumstances where the loss of hours does not result in the loss of medical fringe benefits.

2. The decision regarding which staff member shall be terminated due to elimination of position or which staff member shall be reduced in hours due to a reduction in hours below the health insurance eligibility threshold shall be based on the following criteria which shall be reasonably applied to the circumstances:

- a. Seniority as a member of the bargaining unit;
- b. Performance as determined by recent evaluations;
- c. Recent experience (within the last 5 years in the area required by the funder);
- d. Requirements of the job description and appropriate certification;
- e. Degree status and academic background;
- f. Professional development resume;
- g. Funder preference.

3. The decision of the Executive Director regarding termination of an employee or reduction of an employee's hours shall be determined by the fair and reasonable application of the above noted criteria. Any bargaining unit member aggrieved by an arbitrary or capricious application of the above noted criteria may file a grievance through the Federation directly to binding arbitration pursuant to Article 2 – Grievance Procedure, Section D.4 of the collective bargaining agreement between the parties. The Executive Director shall meet with the Federation President to discuss his reasoning prior to the implementation of this provision.

D. Short Term Additional Hours

- 1. If during the school year, enrollment changes and classes are temporarily added to the schedule for the remainder of the school year, the position will be posted and adult education teachers already on staff may apply. Additional hours posted for classes after December 15th will not count toward the medical insurance coverage eligibility threshold.
- 2. Additional hours posted will be determined in accordance with the criteria under Section C, Subsection (2)(a) through (g).

E. Preparation Periods

Preparation time is included in the annualized Adult Education salary schedule. The standard for Adult Education teacher time for preparation shall be based on 1.50 hours/week for a 1.0 FTE teacher. If this standard cannot be attained, the teacher shall be paid for the extra time at the rate stipulated in Article 28, Extra Duties.

F. Work Year and Work Day (Adult Education Program)

1. The work year for certified staff in the adult education program is dependent on funding and may vary from year to year and from staff member to staff member. Ordinarily, the work year will be approximately 154 days, which includes up to 4 professional development and/or meeting days.
2. Actual class time assigned to each teacher may vary from year to year and from staff member to staff member depending on funding.
3. The individual terms of assignment shall be amended as needed when changes occur to hours/assignments, funding levels, student enrollments, customer needs, student growth and achievement and teacher evaluation and support plans.

SIGNATURE PAGE

FOR EASTCONN

Date

By _____

Chairman of Board of Directors

Date

By _____

Executive Director

FOR THE FEDERATION

Date

By _____

Date

By _____

Date

By _____