

**STATE OF CONNECTICUT  
DEPARTMENT OF EDUCATION**

In the Matter of the Arbitration Between  
  
Vernon Board of Education  
  
-and-  
  
Vernon Education Association  
  
Re: Successor Contract

CGS Section 10-153f Interest  
Arbitration Proceeding

Arbitration Panel:  
J. Larry Foy, Chair  
Clifford Silvers, Labor  
John Romanow, Municipal

November 29, 2013

Appearances

Kainen, Escalera and McHale, P.C.  
Frederick L. Dorsey, Esq.  
For the Board

Marilyn Mathes  
For the Association

**Arbitration Award**

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## **I. The Proceedings**

This dispute between the Vernon Board of Education (the Board) and the Vernon Education Association (the Association) arose from negotiations between the parties for a successor contract to the July 1, 2011 through June 30, 2014 collective bargaining agreement between the parties (the Contract, Board Binder, "Existing Conditions," Tab 1 and Association Binder, Tab 3).

In said negotiations the parties reached agreement on all issues except one and an impasse was declared on that issue. Accordingly, the above referenced arbitration panel was selected in accordance with Connecticut General Statutes Sec. 10-153f.

The parties appeared before the panel for hearings on October 14, 2013 and November 8, 2013 at the offices of the Vernon Board of Education in Vernon, Connecticut. The parties were accorded a full opportunity to adduce evidence, examine and cross examine witnesses, and present argument. Both parties submitted extensive documents, data binders and last best offers in hard copy at the November 8, 2013 hearing.

On or before November 12, 2013 the parties emailed to the panel in digital format the "Agreed Language" for a successor contract (Appendix A to this Award) and their respective Last Best Offers on the salary distribution issue.

Written post-hearing briefs from the parties were emailed to the panel on November 18, 2013. The arbitration panel met in executive session to deliberate the disputed issue on November 25, 2013. By agreement of the parties, the time for issuing the decision was set for on or before December 2, 2013.<sup>1</sup>

## **II. Statutory Factors**

Subdivision (4) of Subsection (c) of Section 10-153f of the Connecticut General Statutes sets forth factors to be considered by the arbitration panel in selecting between the parties' last best offers on the issues in dispute. That subsection provides in relevant part as follows:

In arriving at a decision, the arbitrators or the single arbitrator shall give priority to the public interest and the financial capability of the town or towns in the school district, including consideration of other demands on the financial capability of the town or towns in the school district. In assessing the financial capability of the town or towns, there shall be an irrebuttable presumption that a budget reserve of five percent or less is not available for payment of the cost of any item subject to arbitration under this chapter. The arbitrators or single arbitrator shall further consider, in light of such financial capability, the following factors: (A) The negotiations between the parties prior to arbitration, including the offers and the range of discussion of the issues; (B) the interests and welfare of the employee group; (C) changes in the cost of living averaged over the preceding three years; (D) the existing conditions of employment of the employee group and those of similar groups; and (E) the salaries, fringe benefits, and other conditions of employment prevailing in the state labor market, including the terms of recent contract settlements or awards in collective bargaining for other municipal employee organizations and developments in private sector wages and benefits.

Section III of this award sets forth our evaluation of the statutory factors as applied to the parties' last best offers and the arbitration panel's selection of the last best offer.

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<sup>1</sup> This date was based on the mutual mistake of the parties and the panel that Friday, November 29, 2013 was a non-business day for Connecticut state government.

### **III. Last Best Offers, Discussion and Award on Disputed Issues**

**Issue 1**

**Contract Provision: Salary Appendix**

**Subject: Salary Distribution**

**Board's Last Best Offer:**

**Vernon Board of Education**

**Teacher Salary Schedule**

**2014-15**

<b>Step</b>	<b>BA</b>	<b>BA+15</b>	<b>MA</b>	<b>MA+15</b>	<b>6th YR</b>	<b>6th YR+30</b>	<b>Ph.D.</b>
<b>1</b>	\$47,018	\$48,333	\$49,811	\$51,603	\$52,958	\$53,961	\$54,921
<b>2</b>	\$49,055	\$50,370	\$52,221	\$54,035	\$55,414	\$56,496	\$57,508
<b>3</b>	\$51,092	\$52,407	\$54,631	\$56,467	\$57,870	\$59,031	\$60,095
<b>4</b>	\$53,129	\$54,444	\$57,041	\$58,899	\$60,326	\$61,566	\$62,682
<b>5</b>	\$55,166	\$56,481	\$59,451	\$61,331	\$62,782	\$64,101	\$65,269
<b>6</b>	\$56,722	\$58,037	\$61,101	\$63,282	\$64,757	\$66,155	\$67,375
<b>7</b>	\$59,239	\$60,554	\$64,271	\$66,196	\$67,694	\$69,170	\$70,442
<b>8</b>	\$61,276	\$62,591	\$66,681	\$68,628	\$70,150	\$71,705	\$73,029
<b>9</b>	\$63,313	\$64,628	\$69,091	\$71,060	\$72,606	\$74,240	\$75,616
<b>10</b>	\$65,350	\$66,665	\$71,501	\$73,492	\$75,062	\$76,775	\$78,203
<b>11</b>	\$67,387	\$68,702	\$73,911	\$75,924	\$77,518	\$79,310	\$80,790
<b>12</b>	\$69,424	\$70,739	\$76,321	\$78,356	\$79,974	\$81,845	\$83,377
<b>13</b>	\$71,461	\$72,776	\$78,731	\$80,788	\$82,430	\$84,380	\$85,964
<b>14</b>	\$73,498	\$74,813	\$81,141	\$83,220	\$84,886	\$86,915	\$88,551
<b>15</b>	\$75,529	\$76,850	\$83,550	\$85,655	\$87,345	\$89,444	\$91,133

Placement on the 2014-15 salary schedule for those teachers employed in 2013-14 will be as follows:

<b>2013-14</b>	<b>2014-15</b>
<b>Step</b>	<b>Step</b>
1	1
2	2
3	3
4	4
	5
5	6

6	7
7	8
	9
8	10
9	11
	12
10	13
	14
11	15

**Vernon Board of Education  
Teacher Salary Schedule**

Step	2015-16						
	BA	BA+15	MA	MA+15	6th YR	6th YR+30	Ph.D.
1	\$50,438	\$51,790	\$53,694	\$55,559	\$56,977	\$58,089	\$59,130
2	\$52,533	\$53,885	\$56,172	\$58,059	\$59,502	\$60,696	\$61,790
3	\$54,627	\$55,979	\$58,650	\$60,560	\$62,027	\$63,302	\$64,450
4	\$56,722	\$58,074	\$61,128	\$63,061	\$64,552	\$65,909	\$67,110
5	\$58,817	\$60,169	\$63,607	\$65,562	\$67,078	\$68,516	\$69,770
6	\$60,910	\$62,262	\$66,083	\$68,063	\$69,603	\$71,121	\$72,428
7	\$63,004	\$64,356	\$68,561	\$70,563	\$72,128	\$73,727	\$75,088
8	\$65,098	\$66,451	\$71,039	\$73,064	\$74,653	\$76,334	\$77,748
9	\$67,193	\$68,545	\$73,517	\$75,564	\$77,179	\$78,940	\$80,408
10	\$69,287	\$70,639	\$75,995	\$78,065	\$79,704	\$81,547	\$83,068
11	\$71,382	\$72,734	\$78,473	\$80,566	\$82,229	\$84,153	\$85,728
12	\$73,476	\$74,828	\$80,951	\$83,066	\$84,755	\$86,760	\$88,388
13	\$75,571	\$76,923	\$83,429	\$85,567	\$87,280	\$89,366	\$91,048
14	\$77,191	\$78,541	\$85,388	\$87,539	\$89,267	\$91,412	\$93,138

Placement on the 2015-16 salary schedule for those teachers employed in 2014-15  
will be as follows:

2014-15 Step	2015-16 Step
1	1
2	1
3	2
4	3
5	4
6	5
7	6

8	7
9	8
10	9
11	10
12	11
13	12
14	13
15	14

**Association's Last Best Offer:**

2014-2015 Vernon Salary Schedule

	BA	BA+15	MA	MA+15	6TH YR	6TH+30	PHD
Step							
1	46,275	47,569	49,024	50,788	52,121	53,108	54,054
2	48,547	49,854	51,660	53,464	54,833	55,901	56,904
3	50,929	52,248	54,437	56,281	57,687	58,842	59,904
4	53,427	54,757	57,363	59,247	60,689	61,936	63,062
5	56,050	57,388	60,446	62,368	63,846	65,193	66,386
6	58,801	60,144	63,695	65,653	67,170	68,621	69,888
7	61,685	63,032	67,119	69,112	70,665	72,229	73,572
8	64,713	66,060	70,728	72,752	74,341	76,027	77,450
9	67,888	69,231	74,530	76,586	78,210	80,025	81,534
10	71,922	73,268	79,333	81,433	83,105	85,083	86,698
11	75,858	77,185	83,915	86,029	87,726	89,834	91,531

No step movement

2015-2016 Vernon Salary Schedule

	BA	BA+15	MA	MA+15	6TH YR	6TH+30	PHD
Step							
1	46,581	47,883	49,348	51,123	52,465	53,459	54,410
2	48,867	50,183	52,001	53,816	55,195	56,270	57,279
3	51,265	52,593	54,796	56,652	58,068	59,230	60,299
4	53,780	55,119	57,741	59,638	61,090	62,344	63,478
5	56,420	57,766	60,845	62,779	64,268	65,623	66,825

6	59,189	60,541	64,116	66,086	67,613	69,074	70,349
7	62,093	63,448	67,562	69,568	71,131	72,706	74,057
8	65,140	66,496	71,195	73,232	74,831	76,529	77,961
9	68,336	69,688	75,022	77,092	78,726	80,554	82,072
10	72,397	73,751	79,857	81,970	83,653	85,644	87,270
11	76,988	78,335	85,165	87,310	89,033	91,172	92,895

First half of year remain on step and move to next step at midpoint of year using above schedule.

2016-2017 Vernon Salary Schedule

	BA	BA+15	MA	MA+15	6TH YR	6TH+30	PHD
Step							
1	49,155	50,479	52,308	54,134	55,520	56,602	57,617
2	51,567	52,903	55,120	56,986	58,410	59,579	60,655
3	54,097	55,444	58,082	59,989	61,450	62,712	63,853
4	56,753	58,107	61,204	63,149	64,647	66,010	67,219
5	59,538	60,898	64,494	66,476	68,012	69,481	70,764
6	62,459	63,822	67,961	69,978	71,551	73,135	74,494
7	65,525	66,888	71,615	73,664	75,273	76,980	78,421
8	68,739	70,099	75,464	77,546	79,190	81,029	82,556
9	72,824	74,187	80,328	82,454	84,147	86,150	87,785
10	78,135	79,502	86,434	88,611	90,359	92,530	94,278

Remain on step. Eliminate step 1 and renumber steps.

**DISCUSSION**

**A. Differences Between the Last Best Offers**

Reading the last best offers above it is difficult to discern the real differences in the proposals and the reasons for the dispute over the salary schedule. The parties in their briefs explained the differences in the proposed distributions contained in the LBOs from their perspective.



The Association in its brief describes the Board proposal as the more significant departure from the existing salary schedule than its own proposal and then explains the differences in detail:

Notably, the Board is proposing to dismantle the existing salary schedule structure and replace it with a new salary schedule structure while the Association is seeking to maintain the existing salary schedule structure that has been in place for years and was agreed upon jointly by the parties.

(Association brief, p. 3)

More specifically, the Board proposes to restructure the salary schedule as follows: use a sixteen step schedule as the base, basically adding five steps within the schedule, then delete the beginning step in two years to go from an 11 step to a 16 step and ultimately to a 14 step schedule, and move the majority of people further from maximum by the end of the new three year contract than they currently are.

(Association brief, pp. 6-7)

The Association is seeking to maintain the existing salary schedule structure which includes step differentials based on a similar percentage amount between most steps. The Board seeks to shift money away from the more experienced steps to create a new salary schedule structure using equal dollar amounts between steps.

(Association brief, p. 13)

The Association in its brief provides a helpful side by side comparison of the proposals with its compensation impact over the term of the new contract. Below is the comparison for teachers with a BA degree, but the percentage increases are comparable at all educational levels:

<b>Assoc Proposal</b>				<b>Board Proposal</b>			
<b>Current Step</b>	<b>Current Salary</b>	<b>2016-17 Salary</b>	<b>Increase</b>	<b>Current Step</b>	<b>Current Salary</b>	<b>2016-17 Salary</b>	<b>Increase</b>
BA				BA			
1	44,779	49,155	9.77%	1	44,779	52,633	17.54%
2	46,977	51,567	9.77%	2	46,977	52,633	12.04%
3	49,282	54,097	9.77%	3	49,282	54,731	11.06%
4	51,700	56,753	9.77%	4	51,700	56,830	9.92%
5	54,238	59,538	9.77%	5	54,238	61,026	12.52%

6	56,900	62,459	9.77%	6	56,900	63,124	10.94%
7	59,691	65,525	9.77%	7	59,691	65,222	9.27%
8	62,621	68,739	9.77%	8	62,621	69,419	10.86%
9	65,693	72,824	10.86%	9	65,693	71,518	8.87%
10	69,597	78,135	12.27%	10	69,597	75,715	8.79%
11	74,781	78,135	4.49%	11	74,781	77,654	3.84%

(Association brief, p. 13)

The Board in its brief explained the differences in the parties' proposed salary schedules largely by criticizing the Association's arguments against the Board proposal:

...the Association representative, Marilyn Mathes, conceded that the starting salary that would be provided in the Board's last best offer was higher than that of the Association's last best offer, \$50,534 and \$49,155, respectively. However, she characterized the salary levels as "virtually the same". On the other hand, Ms. Mathes argued that the Board was taking money from people at the higher levels of the salary schedule and redistributing it to the lower levels of the salary schedule to effect the raise in starting salaries. A look to the maximum salaries of the respective last best offers shows this argument to be specious.

At the Masters level, the Association maximum salary would be \$86,434, while the Board's offer results in a maximum salary of \$85,900. While the Association's offer is certainly higher, it exceeds the Board's offer by only \$534 or 0.6%. This relative difference between the Association's and Board's last best offers at the maximum salary is similar at each degree level. Ms. Mathes indicated that the salary offers of the parties were "virtually the same" at the starting salary, though the Board's offer exceeded the Association's offer by \$1,379 or 2.8%. If such a difference can be virtually the same at the starting level, a much smaller difference of 0.6% at the maximum level must also be virtually the same.

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The Association indicated that the Board was creating a "bubble" at the lower level of the schedule by increasing the percentage change between the first and second steps of the salary schedule to between 4.05% and 4.62%, depending upon the salary column. While this is a statement of fact, the weight of its argument is eliminated if the Panel compares this percentage range to that proposed by the Association in its last best offer. The range of increase between steps 1 and 2 in the Association's last best offer is from 4.8% to 5.38%.

(Board brief, pp. 5-6 )

The major argument presented by the Association at the Hearing was that the Board's final last best offer made some people farther from the maximum salary of their degree level than they were under the current agreement. The measure utilized by the Association for this argument was the number of the step

on which the teacher was placed in the Board's final last best offer. Again, this is a misleading argument which does not survive close scrutiny.

While the Board's salary distribution proposal adds four additional steps to the salary schedule in year one and reduces that to three additional steps for years two and three, resulting in 15 and 14 step schedules, the fact is that the Board's proposal results in a significant majority of the unit being as close or closer to the maximum of their degree level in absolute dollars than does the Association's last best offer. See, Attachment A. In fact, 63.46% of the bargaining unit would be as close to or closer to the maximum salary in absolute dollars under the Board's proposal as they would be under the Association's proposal, in some cases by thousands of dollars

(Board brief, pp. 7-8 )

With an understanding of the basis for the dispute between the parties we move on to the application of the statutory factors to the parties' proposals.

## **B. Public Interest and Financial Capability**

*In arriving at a decision, the arbitrators or the single arbitrator shall give priority to the public interest and the financial capability of the town or towns in the school district, including consideration of other demands on the financial capability of the town or towns in the school district.*

The teacher negotiation statute in the above quoted text requires panel arbitrators to give priority to the public interest and the financial capability of the towns. The case before us requires far less emphasis on financial capability than in most contract interest arbitration cases because the only issue in dispute does not, during the term of the new contract, cost the Board and Town of Vernon any more under the Association proposal than under the Board proposal.

Nevertheless, evidence was submitted at the hearings concerning financial capability and relative wealth and the parties used some of that data to make argument in their briefs. The Board, for instance, argues that the teacher salary schedules proposed by both parties are very competitive and disproportionately so in view of the Town's relative wealth in the State and region:

It is also important to note that the competitiveness of this schedule exceeds the Town of Vernon's relative wealth. Again the Association's exhibits indicate that the Town of Vernon is not a wealthy community, ranking 11 out of the 13 towns in Tolland County, with an AENCLC ranking of 144 [out of 169] in the state. See, Association Exhibit 1 at 8-1. In the same vein, Vernon ranks 9 of 15 in the communities of its DRG G grouping. See, Association Exhibit 1 at 8-1. Notwithstanding these low wealth rankings, Vernon's teachers have the second highest maximum salaries at the MA and 6<sup>th</sup> Year degree levels. See, Association Exhibit 1 at 8-7 and 8-11. The taxpayer in Vernon who is supporting these high-level maximum salaries for Vernon teachers is, therefore, a relatively poor taxpayer that is overreaching to support its educational program.

(Board brief, pp. 2-3)

The Board's major argument in support of its LBO, however, is that the current salary distribution and that proposed by the Association in their LBO imposes excessive step increment costs on the Board:

A major problem in developing the salary distribution for this contract is the excessive increment cost from the current salary structure. As indicated at the Hearing, the increment cost going into these negotiations for the 2014-15 contract year was 4.03%, i.e., without changing the salary schedule at all and moving teachers only on step there would be a 4.03% increase in salary costs for the 2014–15 school year. See, Association Exhibit 1 at Tab 3, at p. 42. This cost alone exceeds any settlement reported by the Association for negotiations occurring during the fall of 2013. See, Association Exhibit 1 at 8-16 to 8-20.

The Association's only witness, Cynthia Fiore, who developed the Association's salary distribution proposal, indicated that the excessive increment cost was contributed to by the fact that only 25% of Vernon teachers were on maximum and that there were large "bubbles" between the 9th and 10th and 10th and 11th steps of the existing schedule. See also, Board Exhibit 2. Ms. Fiori also indicated that the high increment cost had prevented step increases for Vernon teachers and that, over the last six years, only two step increases had been granted. See also, Association Exhibit 1 at Tab 3, pp. 25-27. The only way to increase the likelihood of step increases for Vernon teachers is to reduce the increment cost.

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The difference between the two last best offers, 1.87% in increment cost, are funds that could be made available to provide step increases and general wage increases for Vernon teachers during the next contract period.

(Emphasis added, Board brief, pp. 3-4)

The Association in its brief offers a rebuttal of the Board's step increment argument:

The only argument that the Board seemed to focus on at the hearing was that the current step cost is high and that the restructuring will reduce the step costs for the first year of the next contract to 2.49% versus the Association's 3.51%. They offered no reason why it was necessary to reduce such costs other than because it would arguably open up more money to put on the schedule with the lower step costs.

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A major reason that the step cost in the first year is at 4.03% is because less than 25% of the teachers are at the maximum step. (Association Exhibit I, Tab 6-1). The step costs under the existing salary schedule would be 4.03% after one step movement, 3.55% after two step movements, and 2.71% after three step movements. (Association Exhibit I, Tab 3). As the panel of arbitrators pointed out at hearing, it is unusual to have less than 25% of teachers at the maximum step; it is more typical to have around 50% at the maximum step and to have increment costs of around the mid 2s range rather than the 4s. That concept holds true with Vernon's existing salary schedule. After two years of step movement, 50.92% of the teachers would be at the maximum step and the increment cost would be 2.71%. (Association Exhibit I, Tab 3). After three years of step movement, 56.17% would be at the maximum step and the increment cost would be 2.42%. (Association Exhibit I, Tab 3). The problem here is that only 24.82% are currently at the maximum step.

(Association brief, pp. 15-16)

The Association, for its part, emphasizes the public interest in its brief, arguing that the public interest supports weighting the salary schedule toward more experienced teachers:

It is clearly in the public's interest to retain experienced teachers in the school system. Retaining experienced teachers benefits not only the teachers, but also the students, the school system and the public. If the Board truly wants to retain experienced teachers, rather than just serve as a training ground for other towns, they cannot shift money away from the upper steps in the manner they are proposing.

As discussed below in Section C, the starting salaries are already competitive and there is no need to restructure the schedule in the manner that the BOE proposes to attract new teachers to the school system. To best meet its Alliance District goals, the school system especially needs to offer competitive salaries for more experienced teachers. The below chart shows the staffs' average

years of experience for school systems in Tolland County. (Association Exhibit I, 6-4).

**STAFF AVERAGE YEARS OF  
EXPERIENCE - TOLLAND COUNTY**

<b>Towns</b>	<b>2010-11</b>
MANSFIELD	17.6
UNION	16.6
STAFFORD	16.4
TOLLAND	16.1
REGION 19	15.5
ELLINGTON	15.3
COLUMBIA	15.0
SOMERS	15.0
COVENTRY	14.8
WILLINGTON	14.7
BOLTON	13.9
<b>VERNON</b>	<b>13.7</b>
REGION 08	12.8
HEBRON	12.4
ANDOVER	11.7

(Association brief, pp. 4-5)

The Board is correct that the evidence shows that the existing and proposed salary schedules by both parties appear to be generous and very competitive with municipalities with greater relative wealth and ability to pay. But that issue is not before the panel. The Board's argument about the cost of increments under the current Contract and the Association's LBO is one of the central issues of this case. The evidentiary record shows there are a number of ways in addition to its LBO that the Board can reduce, account for and adjust to these greater than normal annual increment costs which will be more fully evaluated in the "Conclusion" section of this Award.

The Association argues that it is in the public interest to weight the salary schedule more toward the experienced teachers as in their proposal rather than the less

experienced teachers as the Board proposes. It is not evident on its face whether it is in the public interest to give preference to less or more experienced teachers. That determination is solely an evidentiary determination based on market forces and experience in recruiting and retaining teachers. Both parties have asserted arguments, but either party has produced evidence, that compels a conclusion either way on this issue. The Board has not shown that it has had difficulty in recruiting new teachers and the Association has not shown that good experienced teachers are leaving the school system for other schools with higher salaries. The Association has shown that compared to other school systems in Tolland County that the Vernon teachers are relatively less experienced than the average for Tolland County school systems (Association Exhibit 1, Tab 6, p. 4). But the differences are not large and the causes of that differential in experience are not explained by the evidence offered in this case. It is impossible on the record before us for the panel to determine whether the public interest in recruiting and retaining well qualified teachers is best served by weighting the distribution of compensation more toward newer teachers or experienced teachers.

### **C. Negotiations Prior to Arbitration**

The Board offers no argument based on the negotiations prior to arbitration. The Association's principal argument under this heading is that because the teacher negotiating team rejected the Board's proposal on salary distribution that the negotiating team's opinion should be determinative of the issue:

The Association's Negotiations Team has unanimously rejected the Board's concept of dismantling the existing salary schedule and creating a longer schedule based on a sixteen step schedule which adds five steps within the salary schedule because it finds that approach extreme and objects to having people move further away from the maximum step and also objects to extending the salary schedule. Under either the Board's or the Association's proposal, the total salary account is

the same. The teachers' opinion on how the money should be distributed should dictate since they were selected to represent the interests of the teachers who will be directly impacted by the outcome of this matter, especially when the team chosen to represent the Vernon teachers is unanimous in its approach.

(Association brief, p. 7)

The Association's argument above is misplaced in the "negotiations prior to arbitration" section. That statutory factor is usually addressed to account for significant concessions made by a party during negotiations and to argue that such concessions should be weighed in favor of the LBOs of the party making the significant concession. Neither party makes such an argument in this case. Alternatively, it can be used to note the inconsistency between a party's negotiation position and its final position in a last best offer in an effort to discredit that party's LBO. Neither party makes that argument.

The fact that either party's negotiating team opposed the proposals of their opposite is not really germane to this statutory factor. If a proposal emerges from negotiations to become a contested issue in arbitration it can be assumed that the negotiating teams of both parties oppose the proposals of the other party. As a result, it adds no weight to either party's case that their negotiating team opposes a proposal of their interest arbitration adversary.

#### **D. Interests and Welfare of the Employee Group**

This statutory factor usually weighs in favor of most employee group proposals. The Association here explicitly argues that the negotiating team of the employee group wants a salary schedule weighted toward the more experienced teachers. It can be assumed without an explicit representation that most employee groups support the proposals offered by their representatives, so that fact offers little weight to the ultimate resolution of the issue.



Employers sometimes argue that a wage increase or other employee group proposals that increases its costs may actually harm the employee group, or at least some in the group, because it may result in layoffs of some employees. In the current case, the evidence shows that some employees are advantaged and some employees are disadvantaged by the Association's proposals. The distribution of a fixed wage account on a salary schedule is inherently a zero sum game with winners and losers. The Association proposals weights the salary distribution more toward the experienced teachers than the Board's proposal, even though the Association's proposal has a more equal weighting of salary to all steps. Thus, when looking at the respective proposals of the parties the less experienced teachers may believe that the Board's proposal is more consistent with their interests and welfare.

This statutory factor generally weighs in favor of the Association's LBO, but not for all members of the bargaining unit.

## **E. Changes in the Cost of Living**

The Association in its brief reviews the cost of living data submitted into evidence by both parties:

The Association offered documentation that the [averaged] changes over the preceding three calendar years from September through August calculates to 2.23%. (Association Exhibits I, Tab7 and II-31 through II-33). More specifically, from September 2010 through August 2011, the CPI-U was 2.42%, from September 2011 through August 2012, the CPI-U was 2.58%, and from September 2012 through August 2013, the CPI-U was 1.70%. (Association Exhibits I, Tab7 and II-31 through II-33).

The Board has also offered evidence relative to the three-year average as required by statute (Board Exhibit 1, Changes in Cola Tab). According to the Board's evidence, the changes in the preceding three fiscal years calculated to 2.5% from September to September using the CPI-W and to 2.4% using the CPI-U. It calculated to 2.5% from July to July using the CPI-W and to 2.3% using the CPI-U.

(Association brief, pp. 18-19)

The Association then uses these numbers to argue that, at least for teachers at the maximum step, the Association's proposal is more consistent with the cost of living:

Based upon the above numbers, the cost of living averaged over the preceding three years is in the range of 2.23% to 2.5%. When comparing these numbers for the cost of living with the increase for teachers at the maximum step, the Association's proposal is clearly more in line with this statutory factor. The chart below shows the Association's proposed increases to the maximum steps compared to the Board's proposed increases.

Year	Association's Proposed Increases to the Maximum Step	Board's Proposed Increases to the Maximum Step
2014-2015	1.49	1.00
2015-2016	1.49	2.20
2016-2017	1.44	0.60
Total	4.37	3.80

There is an obvious flaw in the Association's argument: It addresses the interests of the 25% of the bargaining unit at the maximum step but ignores the 75% at lower steps. In fact, the result noted in the above chart is quite different if the lower salary steps are used for comparison. In that case the Board's proposed salary distribution is more generous and exceeds the average cost of living for the previous three years. Thus, the comparison of wage increases to salary increases depends upon the step being compared.

The cost of living statutory factor is normally used as a comparison between the overall percentage increase in the salary account to the recent or projected cost of living. The percentage increase in the salary account was agreed to by the parties, making any comparison to the cost of living a moot issue. As a result, this statutory factor weighs in favor of neither party's LBO.

**F. Conditions of Employment Compared to Similar Groups and the State Labor Market**

Since the Board's proposal skews the salary schedule toward the lower steps, the Association brief addresses the comparability of the existing salary schedule at the lower steps:

The Board certainly does not need to make this drastic change in order to attract new teachers (not that the Board argued that was its rationale for proposing the change; indeed, the Board never offered any substantive rationale for its proposal other than its desire to attempt to reduce step costs). The beginning salaries are already extremely competitive. The starting salaries went from a rank of 9<sup>th</sup> in Tolland County in 2003-2004 to 3<sup>rd</sup> in Tolland County in 2013-2014. (Association Exhibit I, 8-5). For the 2013-2014 year, Mansfield and Region 19 are the two towns in the county ranked ahead of Vernon. (Association Exhibit I, 8-3 and 8-5). Region 19 has one more year left on its current contract and will have a starting salary of \$45,545 in 2014-2015. (Association Exhibit I, 8-3). Under the Association's proposed schedules, the starting salary in Vernon for that same year will be 46,275 meaning that Vernon will rank ahead of Region 19. Mansfield recently settled its new three year contract and will have a starting salary in 2016-2017 of \$49,324. (Association Exhibit I, 8-192). Under the Association's proposed schedules, the starting salary in Vernon for 2016-2017 will be \$49,155, for a difference of only \$169. So Vernon will have the second highest starting salaries in the state second only to Mansfield, which will be a modest \$169 higher.

(Association brief, pp. 17-18)

The Association also argues that its proposed salary distribution is more comparable to other school systems in recently settled contracts:

A review of settlements bargained this year overwhelmingly support the Association position relative to distribution. (Association Exhibit I, 6-7 through 6-9). The below chart shows the average number of years that contracts negotiated during the current negotiations season will be in the state, county and DRG as well as the average number of steps closer to the maximum step for the state, county and DRG. The information for each individual town is set forth in Association Exhibit I, 6-9 and shows that no other town that negotiated during the current negotiations season has had backward movement on the salary schedule. (Association Exhibit I, 6-9). Not one other town had teachers end up further away from the maximum step than they currently are. (Association Exhibit I, 6-9).

**PROGRESS TOWARD MAXIMUM STEP DURING CURRENT NEGOTIONS SEASON**

	<b># of years in new contract</b>	<b># of steps closer to max</b>
<b>State Average</b>	<b>3.11</b>	<b>2.17</b>
<b>Tolland County Average</b>	<b>3.33</b>	<b>2.17</b>
<b>DRG G Average</b>	<b>3.33</b>	<b>2.00</b>

A review of the average total three year amount to the maximum steps for the current bargaining season also supports the Association’s last best offer. (Association Exhibit I, 8-15). The average three year total for the maximum step in the current negotiations season is 4.56% with 1.65% in 2014-2015, 1.40% in 2015-2016 and 1.51% in 2016-2017. (Association Exhibit I, 8-15). The increases to the maximum steps offered by the Board are significantly less than these average increases to maximum steps as shown in the chart below.

Year	Average Settlement to Max This Season	Association Proposed Increases to Max	Board Proposed Increases to Max
2014-2015	1.65	1.49	1.00
2015-2016	1.40	1.49	2.20
2016-2017	1.51	1.44	0.60
Total	4.56	4.37	3.80

The evidence, which shows an average three year total of 4.56% going to the maximum steps, supports the Association’s proposals that would have 4.37% going to the maximum steps versus the Board’s 3.80% to the maximum steps.

(Association brief, pp. 11-12)

The Association also argues that its salary schedules are more comparable with other Tolland County school systems in that its LBO has step differentials of similar percentages increases between steps:

The Board seeks to shift money away from the more experienced steps to create a new salary schedule structure using equal dollar amounts between steps. A review of other teachers’ salary schedules in Tolland County supports the Association’s proposal. (Association Exhibit I, 8-22 through 8-27). The other groups commonly tend to have a salary schedule structure based on roughly equal percentage between steps rather than equal dollar amounts between steps. (Association Exhibit I, 8-22 through 8-27). It is also common to have a bubble

between the maximum steps and the penultimate steps largely due to, as Cyndi Fiore explained during her testimony at the hearing, the recent economic realities of small total amounts and the desire to put some fair amount on the maximum steps. (Association Exhibit I, 8-22 through 8-27). It is also notable that the percentage between steps in other teachers' salary schedules is more in line with the Association's proposed schedules than the Board's proposed schedules. (Association Exhibit I, 8-22 through 8-27).

In short, a comparison of the Association's and the Board's final salary schedules as illustrated in the chart above with comparable teachers' schedules in Association Exhibit I, 8-22 through 8-27 looking at the number of steps as well as the amounts between steps and the bubble at the maximum steps shows that the Association's schedule is more in line with comparable schedules and that the Board's proposed change to the schedule is highly unusual

(Association brief, p. 13)

The Association in its brief and exhibits does a good job of showing that its salary schedule is more similar to other teacher bargaining units in the State and Tolland County than the Board's proposal. The comparability statutory factors generally weigh in favor of the Association's LBO.

## **G. Conclusion**

The Board's LBO is the greatest departure from the salary schedule in the existing Contract so it has a greater burden of showing its change is justified by evidence and reasoning consistent with the statutory factors. By changing the number of steps, weighting the lower steps with greater salary increases and other changes in the salary distribution over the term of the new contract, the Board has proposed a more radical restructuring of the salary schedule than the Association. The Association has made some minor adjustments to reduce the "bubbles" between increment steps but has largely equally weighted the distribution of salary among the existing increment steps.

The Board's rationale for such a major change in the salary schedule rests primarily on its expressed intent to reduce the cost of annual step increments ("A major

problem in developing the salary distribution for this contract is the excessive increment cost from the current salary structure." ). The Association argues that the problem will largely resolve itself over time:

The Board's own exhibits prove that there is no need to replace the existing salary structure in order to get to lower step costs. Board Exhibit 5 shows that after two years of step movement, the Association's proposed salary schedule will result in a step cost of 2.41% and the Board's will result in a step cost of 2.09%. (Board Exhibit V). This is a difference of only 0.32%. Surely a difference of 0.32% does not justify the major changes to the salary schedule that the Board seeks. Indeed, if we were to continue the Board's projections of future step costs out another few years, the Association's step costs will be lower than the Board's at 1.38% and 1.46% respectively.

(Association brief, p. 17)

The Association correctly cites to the record, Board Exhibit 5, but that exhibit deals with increment costs for a three year contract term that follows the new contract in issue in this proceeding. So the result the Association cites, "a difference of only 0.32%" in step costs does not occur until 2019-20. The Board exhibit cited by the Association shows the following comparative increment costs over a three year term following the new contract in issue in this proceeding:

Contract Year	Association	Board
2017-18	3.51%	2.49%
2018-19	2.70%	2.17%
2019-20	2.41%	2.09%

Beyond the passage of time, the cost of the increments also has other solutions which the Board has employed in the past and the Union has agreed to. Step movement does not have to occur in every contract year and in fact the record shows that step increases have not been received by Vernon teachers in a number of years in the recent past. Indeed, the

Association's LBO for the new contract proposes no step movement for the first and last year and partial step movement for the second year. Thus step increases are not necessarily a fixed annual cost and the Board is fully capable of costing out step and across the board compensation increases and basing its negotiating proposals and arguments on the total cost to the Board. Thus, the cost of increments is a manageable issue that time and negotiations can resolve without imposing any unusual payroll costs on the Board.

Implicit in the Board's salary distribution proposal is a preference for new employees and those at the lower steps. The Board, however, has not shown by any testimony or documentary evidence that it has had difficulty recruiting or retaining new teachers.

What the case boils down to then is that the Board is proposing a more radical change to the salary schedule than the Association that is neither supported by any proven rationale nor by comparability evidence. We find that the Association's LBO is more consistent with the statutory factors.

## **Award**

For the reasons discussed above in Section III, subsections A through G, and based upon the statutory factors set forth on page 3 of this award:

### **The Association's last best offer is selected on Issue 1.**

The Association appointed panel member concurs with the selection of the Association's last best offer based upon the same statutory factors cited above.

The Board appointed panel member dissents from the selection of the Association's last best offer based upon the same statutory factors cited above.

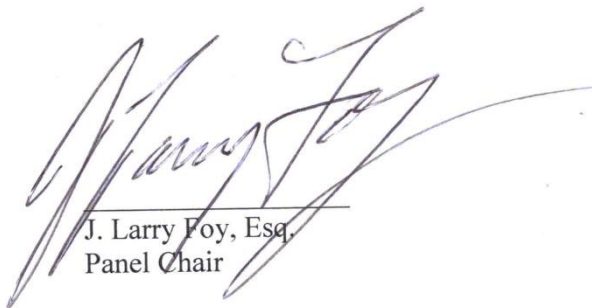
#### **IV. Arbitration Panel Signatures**

**Vernon Board of Education**

**-and-**

**Vernon Education Association**

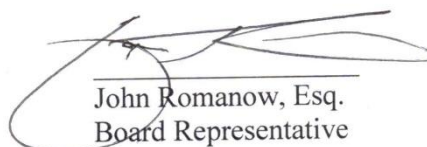
**Re: Successor Contract**



J. Larry Foy, Esq.  
Panel Chair



Clifford Silvers  
Clifford Silvers  
Labor Representative



John Romanow, Esq.  
Board Representative



Dissenting



**APPENDIX A**  
**AGREED LANGUAGE**

# AGREED LANGUAGE

## Agreement

between the

Vernon Board of Education

and the

Vernon Education  
Association

July 1, 2014 to June 30, 2017

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**Article I**  
**PREAMBLE**

A. This Agreement is negotiated under Section 10-153a through 10-153f of the General Statutes of the State of Connecticut, as amended, in order (a) to fix for its term the salaries and all other conditions of employment provided herein, and (b) to encourage and abet effective and harmonious working relationships between the Vernon Board of Education (hereinafter “Board”) and the Professional Staff in order that the cause of public education may be best served.

B. The Board and the Vernon Education Association (hereinafter “Association”) recognize the importance of responsible participation by the entire professional staff in the educational process, planning, development and growth. To this end they agree to maintain communication to inform about programs, to guide in development and to assist in planning and growth either by committee, individual consultation or designated representatives.

C. This Agreement shall constitute the entire agreement of the Board and the Association in the subject areas covered by the Agreement for the duration of the Agreement unless changed by the mutual consent of both parties. Such mutually consented change shall be in writing and in accordance with the consultation procedure herein. Previously adopted agreements, rules or regulations in conflict with the Agreement are superseded by this Agreement.

**Article II**  
**RECOGNITION**

A. The Board hereby recognizes the Association as the exclusive representative, as defined in the Connecticut General Statutes as amended, for all certified professional employees who are employed by the Board in positions requiring a teaching certificate or holders of a Durational Shortage Area Permit and who are not in the administrators' unit (requiring an intermediate administrator or supervisor certificate or the equivalent thereof) or excluded from the purview of sections 10-153a to 10-153g, inclusive, of the Connecticut General Statutes, as amended.

1. In accordance with Public Act 03-174, Board instructional employees holding valid DSAPs and who have an assignment requiring possession of a DSAP shall become members of the Teacher Unit as defined in Section 10-153 of the Connecticut General Statutes, and shall be represented by the Association for purposes of collective bargaining;

2. DSAP holders shall be subject to the provisions of the Board-Association labor agreement concerning the payment of Association dues and/or a service fee, with the dues/fee structure to be set by the Association and made known to the Board in writing;

3. Compensation of DSAP holders and their eligibility to receive certain contractual fringe benefits shall be determined in accordance with established Board practice and procedures regarding DSAP staff, which practice and procedures shall continue in effect;

4. DSAP holders are not subject to the provisions of the Teacher Tenure Act (Sec. 10-151, Conn. Gen. Stat.), and shall thus not be subject to the Reduction in Force/Layoff and Recall provisions of the parties' labor contract applicable to teachers, and shall be considered "at-will" employees.

**B. Proration for Part-Time Teachers**

Part-time employees who are members of the bargaining unit shall, during the term of this agreement, be entitled to receive insurance coverages as provided in this agreement on a prorata basis with respect to premium payment. The Board shall pay that portion of the premiums for contractually provided insurance coverage which equals the percentage of the full-time employee schedule worked by the part-time employee. The individual employee shall pay the remaining percentage of the premium expense through payroll deduction, should the employee elect to be so covered.

C. Unless otherwise indicated, the term "*teacher*" when used hereinafter in this Agreement shall refer to all employees in the above unit.

**Article III**  
**PROFESSIONAL NEGOTIATION**

A. The Board and the Association agree to commence negotiations in good faith pursuant to Section 10-153 of the Connecticut General Statutes, as amended, not less than 210 days prior to the Board budget submission date, in accordance with the procedures set forth herein, to secure a successor agreement relative to all matters concerning salaries and all other conditions of employment. The agreement so negotiated shall bind and inure to the benefit of the Board and all members of the bargaining unit and shall be reduced to writing and signed by the Board and the Association.

B. The Board and the Association shall cooperate with one another upon reasonable request to provide information, statistics and records, which the Association or the Board may deem necessary for proper administration of the contract. Either party may, if it so desires, utilize the services of outside consultants or negotiators and may call upon professional and lay representatives to assist in the negotiations.

**Article IV**  
**GRIEVANCE PROCEDURE**

A. **Purpose**

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may arise affecting the welfare or working conditions of teachers. Both parties agree that proceedings shall be kept as confidential as is appropriate.

B. **Definitions**

1. "*Grievance*" shall mean a claim based upon an event or condition which affects the welfare or conditions of employment of a teacher or group of teachers and/or arising from the language of this agreement or an alleged breach thereof.

2. "*Teacher*" shall mean any certified professional employee covered by this agreement.

3. "*Days*" shall mean days when school is in session. During the summer recess, "days" shall be defined as business days.

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 Board and the Association.

2. If a teacher does not file a grievance in writing within thirty (30) days after he/she 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 aggrieved teacher 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 that level.

4. All grievances must be processed after school hours.

D. **Informal Procedures**

1. If a teacher feels that he/she may have a grievance, he/she may first discuss the matter with his/her principal or other appropriate administration in an effort to resolve the problem informally.

E. Formal Procedures

1. Level One - School Principal

(a) If an aggrieved teacher is not satisfied with the outcome of informal procedures, or if he/she has elected not to utilize such procedures, he/she may present his/her claim as a written grievance to his/her principal or other appropriate administrator.

(b) The principal shall, within five (5) days after receipt of the written grievance, render his/her decision and the reasons therefore in writing to the aggrieved teacher, with a copy to the Association.

2. Level Two - Superintendent of Schools

(a) If the aggrieved teacher is not satisfied with the disposition of his/her grievance at Level One, he/she may, within three (3) days after the decision, or within eight (8) days after his/her formal presentation, file his/her written grievance with the Association for referral to the Superintendent of Schools (hereinafter "Superintendent").

(b) The Association shall, within five (5) days after receipt, refer the grievance to the Superintendent, but prior to so doing, the Association shall provide an opportunity for the aggrieved teacher to meet with the appropriate Association committee to review the grievance.

(c) The Superintendent shall, within ten (10) days after receipt of the referral, meet with the aggrieved teacher and with representatives of the Association for the purpose of resolving the grievance. A full and accurate record of such hearing shall be kept by the Superintendent and made available to the party or parties concerned or their authorized representatives and the Board upon written request.

(d) The Superintendent shall, within three (3) days after the hearing render his/her decision and the reasons therefore in writing to the aggrieved teacher, with a copy to the Association unless extreme extenuating circumstances made it impossible for the Superintendent to comply with Section d.



3. Level Three - Board of Education

(a) If the aggrieved teacher is not satisfied with the disposition of his/her grievance at Level Two, he/she may, within three (3) days after the decision file the grievance again with the Association for appeal to the Board.

(b) The Association shall, within three (3) days after receipt, refer the appeal to the Board.

(c) The Board or its designated Grievance Committee shall, within ten (10) days after the receipt of the appeal, meet with the aggrieved teacher and with representatives of the Association for the purposes of resolving the grievance. A hearing of the grievance shall include testimony if offered from the aggrieved teacher with representatives of the Association if desired as well as testimony from the Superintendent or other administrator(s) if offered. Both parties may be allowed to present testimony if they wish.

(d) The Board shall, within three (3) days after such meeting, render its decision and the reasons therefore in writing to the aggrieved teacher, with a copy to the Association unless extreme extenuating circumstances make it impossible for the Board to comply with Section d.

4. Level Four - Arbitration

(a) If the aggrieved teacher is not satisfied with the disposition of this grievance at Level Three, he/she may, within three (3) days after the decision, request in writing to the president of the Association that his/her grievance be submitted to arbitration.

(b) The Association may, within five (5) days after receipt of such request, submit the grievance to arbitration by so notifying the Board in writing.

(c) The Chairman of the Board and the President of the Association shall, within five (5) days after such written notice, jointly select a single arbitrator who is an experienced and impartial person of recognized competence. If the parties are unable to agree upon an arbitrator within five (5) days, the American Arbitration Association or the American Dispute Resolution Center shall immediately be called upon to select the single arbitrator.

(d) The arbitrator selected shall confer promptly with representatives of the Board and the Association, shall review the

record of prior hearings, and shall hold such further hearings with the Board and the Association as he/she shall deem requisite.

(e) The arbitrator shall, within thirty (30) days after conclusion of the hearings, render his/her decision in writing to the Board and the Association setting forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The decision of the arbitrator shall be final and binding.

(f) The costs for the services of the arbitrator shall be borne equally by the Board and the Association.

**F. 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 Association may act as or for an aggrieved teacher at any stage in this procedure provided that this shall not be interpreted to limit the right of a teacher to present his/her own grievance without representation by the Association. Any grievant may be represented at Levels Two and Three of the formal grievance procedure by a person of his own choosing, except that he/she may not be represented by a representative or by an officer of any teacher organization other than the Association. When a teacher is not represented by the Association, the Association shall have the right to state its views.

3. No teacher may file for arbitration as an individual. Only the Association may file an appeal to arbitration.

4. The Association and/or the Board may, if they so desire, call upon any professional services for consultation and assistance at any stage of the procedure.

**G. Miscellaneous**

1. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

**Article V**  
**CONTRACTS**

The Board agrees to provide each returning teacher with the Teacher's Annual Salary Agreement form prior to the beginning of the new school year. Each

new hire shall be provided with the Teacher's Annual Salary Agreement form upon being hired.

**Article VI**  
**LEAVES OF ABSENCE**

**A. Personal Leave**

1. Teachers may be granted up to five (5) days paid personal leave in each school year for imperative personal business which could not effectively be conducted outside of school hours, subject to application to the principal, supervisor or Superintendent with formal approval of the Superintendent or his/her designee. No personal leave shall be used to extend a school vacation or school holiday.

In some situations a staff member may be in need of a personal day for a purpose so sensitive that he/she is unable, and shall not be required, to share details with the Administration unless the request will extend a vacation or holiday.

2. Personal leave is non-accumulative.

3. Requests for personal leave shall, when possible, be submitted at least seven (7) working days prior to the requested day of leave. In extreme emergencies, personal leave may be granted to eligible staff members unable to request personal leave in advance.

**B. Bereavement Days**

Up to two (2) days additional leave with full pay may be granted in the event of death within the immediate family. Immediate family shall include in-laws.

**C. Religious Days**

After five (5) days of personal leave have been used, the Superintendent may grant up to three (3) additional days provided the teacher has already used his or her five (5) personal leave days, and the same number of additional days requested has been used for religious observance.

**D. Unauthorized Absence**

Loss of pay for teachers for unauthorized absence shall be based on the current daily rate of pay of the teacher in the year of occurrence. Such rate shall be determined by the number of days teachers are required to be present.

**E. Maternity Leave**

1. A teacher who becomes sick or disabled due to pregnancy or childbirth shall, upon her request, be placed on sick leave for childbearing purposes. Any teacher who becomes pregnant is requested to furnish notification to the Superintendent or his/her designee at least four (4) months prior to the anticipated commencement of childbearing leave, to permit substitute coverage to be arranged.

2. Leave for childbearing purposes shall begin when, in the opinion of her physician, the teacher is no longer physically able to work and said leave shall expire when, in the opinion of the teacher's physician, she is physically able to return to work. The teacher shall furnish appropriate certification from her physician. Except in cases of medical difficulties not normally encountered, sick leave for childbearing purposes is not normally expected to continue for more than six (6) weeks after delivery.

3. Accumulated sick leave shall be available for use during such periods of disability. Disability leave beyond any accumulated sick leave shall be available without pay for such reasonable further period of time as a female teacher is determined by her physician to be disabled from performing the duties of her job because of pregnancy or conditions attendant thereto. If sick leave is exhausted, the teacher may also make an application to the Board for additional sick leave in accordance with the provisions of Article VIII. C. of this agreement.

4. Upon her return from childbearing leave, the teacher shall be assigned to her former position. Pregnancy or childbirth shall not be the basis for termination of employment or compulsory resignation.

**F. Parental Leave**

Teachers wishing to apply for parental (childrearing) leave must make application for such leave to the Board through the Superintendent in accordance with established procedures governing all requests for unscheduled leaves of absence other than personal leave, sick leave or other leaves specifically provided for in this Agreement.

Requests for childrearing leave shall be considered by the Board in good faith in a manner identical to other requests from teachers for unscheduled leaves of absence.

**G. Military Leave**

It is agreed between the undersigned parties that any permanent full time employee of the Board who is called up for full time active U.S. military service or

full time U.S. National Guard duty shall be granted military pay and will be paid a differential between military pay and his/her Board pay for the period of active duty, not to exceed two years from the start of the leave. Further, the Board will pay the applicable employer medical insurance premiums and make any normally required employer pension contributions for employees absent on military leave under this memorandum for the period of active duty, not to exceed two years from the start of the leave. Employees on leave will continue to be responsible for making all required employee insurance premium share contributions and all required employee pension contributions during the term of the leave. Seniority rights will continue to accrue during the period of military leave in accordance with legal requirements and the applicable collective bargaining agreement and employees absent on military leave pursuant to this memorandum will have all reinstatement rights provided by law.

#### H. Leave of Absence

1. Certified personnel may apply to the Superintendent for a leave of absence without salary stating, in writing, the reasons. The Superintendent, upon evaluating the reasons, may grant such leave for a period not to exceed one (1) year. Upon return from such leave, a teacher will be placed on the salary schedule according to the years of experience gained at the time of commencement of the leave. The denial of such leave would not be subject to the grievance and arbitration provisions of this Agreement.

2. Any teacher granted a leave of absence under this provision shall be entitled to full participation in any insurance plan in which he/she is enrolled at the time of application. The total cost of such participation shall be the responsibility of the teacher until the time of return to school with no Board participation of any kind.

3. Any teacher granted a leave of absence without pay under these provisions must notify the Superintendent in writing by certified mail or by hand delivery by March 1 prior to the expiration of such leave of his/her intent to return. Failure to do so will be treated as a voluntary resignation from Vernon on the date the leave expires.

#### I. Attendance at Professional Meetings

1. Teachers may be authorized to attend conferences, institutes, or other professional meetings or visits without loss of pay or loss of annual leave upon the approval of the Principal and the Superintendent. Such authorization shall be made in accordance with the Staff Development Plan adopted by the Board.

2. Individuals will submit a request to attend, in writing, to the building Principal two (2) weeks in advance of date or dates requested.

3. Permission or denial will be given to the requestee, in writing, by the Principal and/or Superintendent. Any denials of such requests shall not be subject to the grievance and arbitration provisions of this Agreement.

4. A reimbursement form for expenses accrued at such meetings will be provided by the Principal and/or Superintendent.

**Article VII**  
**SICK LEAVE**

A. All certified staff shall be entitled to fifteen (15) sick days per year. Sick leave may accumulate to not more than 186 days, with the exception that any teacher hired after the close of the 1998-99 school year may not accumulate more than 150 days. Sick days used by a teacher in any contract year shall first be charged to the teacher's fifteen (15) day allotment for that year, prior to any charge against the teacher's accumulated sick leave.

A teacher shall be able to use up to five (5) days of his/her sick leave per year for the care of a family member, defined as parent, parent-in-law, spouse, child, step-child or relative domiciled in the teacher's home.

B. Each employee shall receive written or electronic notification of his/her accumulated sick leave each school year.

C. The Board agrees to allow hardship cases to come before the Board when a teacher's sick time has been used up. If additional days are approved by the Board, the teacher will be paid his or her daily rate of pay less the cost of the substitute.

D. Loss of pay for teachers exceeding their sick leave shall be based on the current daily rate of pay of the teacher in the year of occurrence.

E. A Physician's certificate may be required after three (3) consecutive working days of absence of all personnel covered by this contract. A physician's certificate attesting to the employee's sickness may be required of an individual teacher who demonstrates a pattern of taking sick leave on professional development days.

F. Sick leave earned in the current work year shall be used before use of accumulated sick leave.

Article VIII  
ASSIGNMENTS AND TRANSFERS

A. **Definitions**

1. **Vacancy** - Vacancy shall mean a position, which the Board has, in its sole discretion, decided to fill, caused by death, retirement, discharge, resignation, or the creation of a new position.

2. **Assignment** - Assignment shall mean the placement of a teacher in a particular grade and/or subject area, or for teachers who are normally assigned to more than one school, the school which is considered to be said teacher's "home" school.

3. **Transfer** - Transfer shall mean the relocation of a teacher from one school to another.

4. **Seniority** - Seniority shall be defined as the length of continuous service as of the first TEACHER CALENDAR DAY of employment. Continuous service is not interrupted by sick days, personal days, professional days, in-service days, sabbatical leaves, or other authorized paid leaves. Teachers shall not accrue seniority during authorized unpaid leaves of absence.

a. When seniority is at issue and the first contractual day of employment is equal, then that date when the teacher signed his/her contract shall determine seniority.

b. No teacher may accumulate more than the total number of teacher work days per year under the present contract.

c. The seniority list shall be made available for review by the Association on or before October 1 of each year.

B. Assignments and transfers of staff members will be made by the Superintendent to best serve the interests of the educational program. Whenever possible, affected staff members shall be given advance notice of assignments and transfers. Intra-unit vacancies shall be posted on the District website and via district email for a period of at least ten (10) days before the deadline for the receipt of applications. The posting period shall be stated in the notice. The ten (10) days posting period may be waived by agreement with the President of the Association.

1. Provided that the education budget has been adopted by the Town, teachers will be notified in writing by their principal of the schools to which they will be assigned, the grade and/or subjects that they will teach,

and any special or unusual class that they will teach, not later than the last day of school.

2. Any bargaining unit members who desire to apply for any vacancy shall file a letter of interest with the Superintendent or his/her designee within the time limit specified in the notice. The Superintendent or designee shall interview at least two (2) candidates for each open position (assuming there are two (2) applicants), and may interview additional candidates at his/her option. The teachers shall be notified of the Superintendent's decision. The Superintendent's decision shall be final and binding and not subject to the grievance procedure. Teachers currently employed by the Board may, but shall not be required to submit letters of reference or portfolios when applying for vacancies.

In the event that teacher assignments for the coming school year are changed during summer recess, written notice, via land mail and district email, of the change in assignment will be provided to affected staff members as soon as practicable.

C. Teachers who desire a change in assignments, or who desire to transfer to another building, shall file a written statement of such desire with the principal and the Superintendent via email. Such statement shall include the grade(s), and/or subject(s), and/or school(s) to which the teacher desires to be assigned (in order of preference, if the teacher has preferences). All statements must be filed by February 1 of each year, effective only for the subsequent school year. Any teacher who does not file such written statement by February 1 may apply for vacancies as they occur.

D. When transfer of personnel is necessary, teachers' assignments shall be made in the interest of the educational benefits of the students involved.

Voluntary transfers shall be considered first. The Superintendent will make a *bona fide* effort to avoid any involuntary transfers.

If an involuntary transfer is necessary, and the transfer can be implemented by transferring members of the building staff who possess less seniority than other staff members who might otherwise be affected by the transfer, due consideration will be given to the senior staff member.

A teacher who is transferred in order to avoid a layoff of another teacher shall have the right to return to his/her former area of certification/position if a vacancy occurs within three (3) years from the date of transfer provided that such reinstatement will be in the best interest of the school system and the educational program of the students. This recall right will be offered only once in the three (3) year period and does not guarantee a teacher's return to their former location.



**Article IX**  
**TEACHER WORK YEAR/WORKDAY**

The work year for teachers shall not exceed one hundred eighty-seven (187) days. There shall be one hundred eighty-two (182) student school days and five (5) days to be used for professional development, curriculum work, and preparation for the opening and closing of school.

The scheduling of nonstudent teacher workdays shall be negotiated between the Board and the Association.

**Article X**  
**PREPARATION TIME AND UNSCHEDULED SPECIAL ASSIGNMENTS**

**A. Preparation and Planning Periods**

Within an alternating day block scheduling arrangement teachers will work a four (4) period day consisting of three (3) teaching periods and one (1) planning period and no assigned duty. Each teacher's student load maximum shall not exceed one hundred fifty (150) students per semester and a maximum of 25 students per class with a flexibility factor of 28; the number of preparations shall not exceed three (3) per semester, where reasonably possible, but in no event more than four (4).

B. All teachers assigned to elementary schools shall have, in addition to their lunch period, a preparation period of a minimum of forty (40) consecutive minutes per day. They shall have a minimum of five (5) preparation and planning periods per week and every effort will be made to schedule no more than one (1) planning and preparation period per day. It is understood that a committee of teachers at each elementary school shall be established in an attempt to assure that duties to be performed within the elementary school are to be evenly distributed among the staff at each school. Every effort should be made so that the assignment of more than one duty to any one teacher on any given day will not be made when there is another teacher on the staff with no duties assigned on that day.

C. Teachers' preparation and planning periods will not be interrupted for unscheduled special assignments. Compensation for teachers who do substitute or assist during their planning period will be paid at the rate:

**2014-15** \$18.31 per period and \$36.60 per block period  
**2015-16** \$18.68 per period and \$37.33 per block period  
**2016-17** \$19.05 per period and \$38.08 per block period

**Article XI**  
**DUTY-FREE LUNCH**

All teachers shall have a daily duty-free lunch period in accordance with existing practice. It is understood that teachers are free to leave the building during their lunch period, except in emergencies, and provided that the teacher notifies the building principal or designee of his/her departure and destination prior to leaving in accordance with established procedure.

**Article XII**  
**AFTER SCHOOL MEETINGS**

A. Teachers may be required to remain after school to attend the following staff meetings:

1. Superintendent of School's general staff meeting or other meetings called by the Superintendent.
2. General faculty meetings called by the school principal.
3. Subject field groups, grade level groups, or special groups as authorized by the Superintendent.

Every effort will be made to conduct these meetings in a timely and efficient manner.

B. The total of such meetings shall not exceed two (2) evening meetings per school year and four (4) after school meetings per month. Attendance exceptions shall be determined by administrative policy. After school meetings shall not exceed one hour, but in extraordinary situations may be extended to one hour and thirty minutes. Planning and placement team (PPT) meetings and parent/teacher report card conferences shall not be included in the above totals. However, the Board shall use its best efforts to encourage parents to, where feasible, schedule PPT meetings immediately before or after the normal school day.

**Article XIII**  
**REDUCTION IN STAFF**

A. It is recognized that from time to time it may become necessary to eliminate certified staff positions in certain circumstances. The Board has sole authority to reduce the educational program and determine the number of teachers which shall be employed. This Article deals with the method in which staff reductions will be implemented and how staff members to be affected by a reduction in force will be identified.

B. When it becomes necessary to reduce the number of teachers in the bargaining unit the Board or the Superintendent, as the case may be, shall determine and identify the areas, positions, programs, or curriculum parts in which the reduction(s) shall take place. In determining the identity of teachers who shall thereafter be released, the following guidelines shall apply:

1. Vacancies created by retirements, resignations, nonrenewals, and terminations among the teaching staff will first be reviewed to determine if the staff is reduced in sufficient number in this manner to avoid further release of teachers.

2. If additional teachers must be released, a review will be made of the performance and ability, as well as certification and continuous length of service as a teacher in the bargaining unit.

3. Where, in the judgment of the Superintendent, the reductions which must be implemented can be effectuated by laying off members of the staff who possess less seniority than other staff members who might otherwise be affected by the reduction, the more senior staff members shall be shown preference. If, as between two teachers potentially subject to the layoff, their performance and ability is substantially equal, the teacher having the longest length of continuous unbroken service in the bargaining unit shall be given preference, where the position of the less senior teacher can be eliminated without undue adverse affect on the educational program.

C. Nothing herein shall be construed or interpreted to require the promotion of a teacher to a position of higher rank, authority or compensation.

D. The Board shall provide written notice to the employees to be affected by any reduction in staff with a copy to the President of the Association as far in advance of the effective date of the reduction as is feasible under the circumstances.

E. Any employee laid off pursuant to this article shall have recall rights to any position in the bargaining unit which becomes vacant and which is to be filled for which he/she is qualified and certified for a period of one (1) calendar years starting with the effective date of the layoff. To remain on the list the teacher must notify the Superintendent in writing by February 1 indicating that he/she is still available and wishes to be subject to recall. If such notice is not received by February 1, the teacher will be removed from the recall list.

F. In the event of recall, the employee shall be placed on the salary schedule at the level he/she had attained at the time of termination, unless the position which the recalled teacher fills specifically pays a lesser compensation. If, however, the employee has accrued additional public school teaching experience in his/her area of certification while on the recall list, such experience shall be

considered toward placement on the appropriate step of the salary schedule. Such credit shall not be unreasonably denied.

G. If a teaching position within the bargaining unit becomes open during such period and a teacher on the reappointment list is certified and qualified to hold that position, then the teacher will be notified in writing by registered mail, sent to the teacher's last address appearing on Board records, with a copy to the Association President, prior to the anticipated date of re-employment. Any teacher so notified must contact the Superintendent's office and accept or reject any offer of appointment in writing within ten (10) calendar days from the date of the recall letter. If such teacher rejects any appointment offered or does not respond in writing within the ten (10) day period according to this procedure, the teacher's name shall be removed from the recall list and he/she shall forfeit all such recall rights. Teachers shall be recalled in their inverse order of layoff to positions for which they are certified and qualified.

H. An employee who has been laid off due to a reduction in staff may continue to participate in any group insurance program, in which he/she was a member, for the recall period set forth above provided he/she pays the full costs for the premium for such coverage and that the provisions of the appropriate group policy permit such continuation. No other benefits shall be available to a laid-off teacher provided, however, that a laid-off teacher who is recalled shall be granted any sick leave entitlement he/she had accrued up to the point of layoff and for which he/she was not compensated.

I. All separations of teachers under this article shall take place in accordance with the provisions of Section 10-151 of the Connecticut General Statutes and shall not be subject to the arbitration provisions set forth elsewhere in this agreement. Instead, any hearings necessary in cases of separations of staff members shall be conducted in accordance with the provisions of the Connecticut teacher tenure law.

J. For purposes of this article, no teacher in the bargaining unit who has acquired tenure under Connecticut law will be terminated due to elimination of position as part of a reduction in staff if there exists a teacher in the bargaining unit who is nontenured and who the tenured teacher is qualified to displace. This article will be applied in a manner consistent with the teacher tenure law (C.G.S. 10-151), as amended, and all other applicable statutes.

K. No certified employee (as defined in Section 10-151(b) of the Connecticut General Statutes shall be laid off when a position exists which is either vacant or occupied by an individual teaching under a DSAP for which the certified employee has certification for such position.

Article XIV  
RETIREMENT

A. Retirement Pay

Upon the retirement or death of the teacher, such teacher or his/her survivor shall be paid an amount equivalent to two (2) days compensation established by the individual's current daily wages at time of retirement or death for each year of service to the Town of Vernon. Retirement will be based upon the current interpretation of the rules and regulations of the Connecticut Teachers' Retirement Board.

B. Early Retirement Incentive Plan

To be eligible for early retirement benefits, a teacher must have been continuously employed by the Board for a minimum of thirteen (13) years and must have been initially hired as a Vernon teacher prior to July 1, 1999. A teacher may elect to retire when the combination of his/her years of service and age equals or exceeds 75. Minimum retirement age will be age 50. Service shall be defined as any public school teaching at the elementary or secondary level where the teacher was employed on a regular contractual basis and received credit for a year of service in the Connecticut State Teachers' Retirement Plan. Temporary or substitute service or military experience that has been purchased in the CSTRP will be included.

Other conditions which must apply to this early retirement plan are as follows:

1. A teacher may choose one of the following options of payment:

1.1 Deferred Payment Option: The Board shall pay the employee five thousand dollars (\$5,000) each year after retirement from Vernon for four (4) years, beginning in the second year following retirement.

or

1.2 Lump Sum Option: The Board shall pay the employee a one-time lump sum payment of fifteen thousand dollars (\$15,000) in January of the year following retirement.

2. Retirement under these options shall permit the employee to maintain coverage at his/her own expense in group insurance plans provided under this contract, in accordance with the eligibility rules of the master policies.

3. The employee shall notify the Board in writing of his/her intention to retire early under this option not later than January 1st of the year of planned retirement from Vernon. Notice of intent to retire early shall be irrevocable after January 1st. All early retirements under this plan shall be effective September 1st after notice of intent to retire is given, unless a different effective date is approved by the Board.

4. Disability early retirement shall not be allowed under this plan.

5. Total monies due to a teacher who retires early under this plan but who dies before all payments under this plan are received shall be paid to the employee's beneficiary in a lump sum at the rate of one hundred percent (100%) of the remaining money due the employee under the plan at the date of death. Payment shall be made within ninety (90) days of the date of death.

6. With the teacher's consent, the Board will pay the teacher's contribution toward group health insurance benefits from the monies the teacher's Early Retirement Incentive Plan payment(s) specified in this Article, subject to modification of this Agreement's Section 125 plan to allow this. Other than administrative, there shall be no additional cost to the Board.

**Article XV**  
**LONGEVITY**

Teachers' longevity pay in the Town of Vernon will be an additional nine hundred fifty dollars (\$950). Beginning with the fourteenth (14<sup>th</sup>) year of service in Vernon, any teachers eligible for longevity shall subsequently receive an additional twenty-five dollars \$25 for each successive year of service in Vernon. Designated leaves of absence or compulsory military service after employment in Vernon will not constitute a break or violation of continuous service. The Board, on recommendation of the administration, may consider special situations and, if it deems advisable, rule that certain lapses in service do not constitute a break or violation of continuous service. The terms of this provision shall not apply to teachers hired after June 30, 1989.

**Article XVI**  
**SALARIES**

The salaries of all certified professional employees shall be in accordance with the salary schedules and other provisions set forth in appendices which are attached hereto and made a part hereof.

A. **Withholding of Increments and Salary Increases for Teachers on Maximum.**

The Superintendent may withhold an annual increment of the teachers' salary schedule or the salary increase for a teacher on maximum for unsatisfactory service. Such action will not be proposed prior to a teacher being given adequate opportunity to correct/improve his/her service and written notice that such action is being considered. Any teacher whose increment or salary increase is withheld may appeal the Superintendent's decision directly to the Board.

**B. Salary Payments**

1. Teachers may elect to receive their pay in either 22 or 26 equal biweekly installments. Such election must be made in writing to the administrative assistant, or to some other designee of the Superintendent on an election form distributed to teachers not later than June 10 of each year. Said election will be for the succeeding work year. Newly hired teachers will, at the time of their employment, select the payment option they want. Biweekly pay installments will be paid between August and June with the first one paid on the first regular Board pay date following the start of the teacher's work year. Teachers, who do not elect either the 22 or 26 installment option, will be paid according to the 26 installment option. Any unpaid installments will be paid on the last day of school each year.

2. When employing new members of the staff, the Superintendent shall place any new employee on the proper step and degree classification on the salary schedule in accordance with the employee's years of preparation and experience. The exception to this procedure may occur only when the VEA President or, in his/her absence, the Vice-President, and the Superintendent mutually agree that a shortage area exists. Such areas shall be established as shortage areas by the Commissioner of Education. Under these conditions the Superintendent, in consultation with the VEA, may place a new teacher up to six (6) years above their normal placement on the salary schedule. Experience of a non-teaching nature which clearly contributes to teaching qualifications may be evaluated by the Superintendent and, with the agreement of the VEA officer, credited on the schedule. Credits earned beyond the bachelor's degree required for initial teacher certification which are not part of a Master's Program will not be considered for placement on the salary schedule.

3. Teachers, who have a Tax Sheltered Annuity (TSA), may change their TSA vendor without charge.

4. Teachers shall be eligible to contribute to a 457(b) public governmental plan and/or a 403(b) plan, subject to rules and procedures established by the Board.

5. Direct deposit shall be required of all staff.

**Article XVII**  
**SALARY ADJUSTMENT AND DEGREE DEFINITIONS**

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

A. **Salary Adjustment**

In order to receive adjustment, official transcripts must be forwarded to the Superintendent's Office. Salary adjustment will be made twice a year.

Official transcripts must be received and in the Superintendent's Office no later than October 1st for September adjustment and no later than March 1st, for second half-year adjustment, in the applicable school years during this agreement.

B. **Degree Definitions**

1. **Bachelor's Degree**

A baccalaureate degree earned at an accredited college or university.

2. **Master's Degree**

A master's degree earned at an accredited college or university; or the completion of thirty (30) credits beyond the baccalaureate degree in a program approved by an accredited college or university.

An additional sum of money previously agreed upon between the Association and the Board will be allowed for a master's degree and will be received upon evidence in writing to the Superintendent that the work is complete.

A teacher may submit thirty (30) semester hours of a planned program toward Standard/Professional Certificate to the Board for approval of a salary increase. Upon completion of fifteen (15) semester hours, the teacher will be placed on the appropriate salary schedule.

3. **Sixth Year**

A second master's degree in an area of concentration other than the area of concentration in which the initial master's degree was attained; or the completion of thirty (30) credits beyond the master's degree in a program approved by an accredited college or university; or



a MSW Degree in Social Work; or the completion of a sixty (60) credit Master's program in a field such as Speech/Language or School Psychologist.

Sixth Year in education also provides an additional sum of money previously agreed upon between the Association and the Board provided the following requirements are met:

a. Submission of the plan of study, approved by the college, to the Superintendent for his/her approval. For information purposes, the Superintendent notifies the Board of his/her action.

b. As soon as the work is completed and approved by the college, an official statement of this completion is to be submitted to the Superintendent.

c. Thirty (30) semester hours of approved work beyond the Master's Degree may be presented to the Superintendent for his/her approval of a salary increase. Upon completion of 15 semester hours the teacher will be placed on the appropriate salary schedule. If work for this semester hour increase in salary is completed at the close of the first semester in January, one-half (1/2) the annual increment may be granted by the Board.

4. 7th Year Degree

Completion of sixty (60) hours above the master's degree or thirty (30) hours above the sixth year in a planned doctoral program or a previously approved program by the Superintendent.

5. Doctorate Degree

Earned at an accredited college or university approved by the Board for a salary increase as agreed herein.

a. A plan of study, approved by the college be submitted to the Superintendent for his/her approval.

b. Submission of an official statement confirming a doctorate degree must be presented to the Superintendent for salary increase for placement on salary schedule commensurate with years of experience.

c. To qualify for advancement for salary increases on a planned doctoral program above the M.A. salary increases for M.A.+15, M.A.+30 and all course work above the 6th Year must have statements from the institution to the effect that course work for each advancement has been attained.

**Article XVIII**  
**GENERAL PROVISIONS**

A. This Agreement contains the full and complete agreement between the Board and the Association and neither party is required to renegotiate upon any item whether it is covered or not, during the term of this agreement, except that the impact of changes made by the Board in the work day for unit members and in the work year for unit members will be subject to immediate negotiation.

B. In the event that any provisions 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.

C. This Agreement shall not be altered, amended, or changed except in writing, signed by both the Board and the Association, which amendment shall be appended hereto and become a part hereof.

D. Contract provisions for severance benefits and early retirement benefits applies only to teachers who retire from teaching service in good standing, and it shall not under any circumstances apply to a teacher whose employment is terminated, or in the process of being terminated, by the Board and/or who loses or surrenders, or is in the process of losing or surrendering, his/her teaching certificate as a result of moral misconduct (as defined in C.G.S. 10-151) occurring prior to the teacher's separation from the school system.

**Article XIX**  
**NO DISCRIMINATION**

A. The parties agree that in keeping with and in accordance with the provisions of applicable state and federal law neither shall unlawfully discriminate against any employee.

B. Neither party shall discriminate against any employee on the basis of membership or nonmembership or activity in behalf of the Association.

Article XX  
ASSOCIATION RIGHTS

A. Payroll Deductions

1. Conditions of Employment

All teachers employed by the Board shall, as a condition of continued employment, join the Association or pay a service fee to the Association. Said service fee shall be equal to the proportion of Association dues uniformly required of members of the Association which underwrites the cost of collective bargaining, contract administration, and grievance adjustment.

a. All teachers who elect to join the Association shall sign and deliver to the Association, if they have not done so already, an authorization for the payroll deduction of membership dues of the Association. Said authorization shall continue in effect from year to year, unless such teacher shall notify the Board and the Association, in writing, in the month of August of any year, that he/she no longer authorizes deduction of membership dues of the Association. If said notice is timely delivered, it shall mean that the coming school year said teacher shall pay the service fee as described in paragraph 1 via payroll deduction.

b. For those teachers who have not delivered an authorization card by October 1st, the Board agrees to deduct the annual service fee from their salaries via payroll deductions. It is understood that payment of such sums shall not constitute an agreement to become a member of the Association.

c. The Board agrees to deduct from each teacher's salary an amount equal to the Association membership dues by means of payroll deductions. The amount of this deduction from each paycheck shall be equal to the total membership dues divided by twenty (20). Dues shall be deducted beginning with first paycheck in September and continue until all dues are collected. The amount of Association membership dues shall be certified by the Association to the Board by August 1 prior to the opening of each school year.

The Board agrees to deduct a service fee from the salary of each teacher who is not an Association member by payroll deduction. The amount of the service fee shall be certified by the Association to the Board each year prior to January 1st. Service fees shall be deducted in equal or nearly equal amounts beginning with the first paycheck in January through and including the last paycheck in May.

d. Those teachers commencing employment after the start of the school year shall, within thirty (30) days of such commencement, sign and deliver to the Board an authorization card as described in paragraph (a) or be subject to paragraph (b) after such thirty (30) days. The amount of membership dues or service fee under this section shall be a prorated amount, equal to the percentage of the remaining school year.

e. The Board agrees to forward to the Association treasurer, each pay period, a check for the amount of money deducted during that pay period. The Board shall include with said check a list of the teachers for whom such deductions were made.

f. No later than the first paycheck in October of each school year, the Board shall provide the Association with a list of all employees of the Board, and the positions held by said employees. The Board shall notify the Association monthly of any changes in said list.

g. The singular reference to the "Association" herein shall be interpreted as referring to the Vernon Education Association, the Connecticut Education Association, and the National Education Association.

h. The Association agrees to indemnify and hold the Board harmless against any or all claims, demands, suits or other forms of liability that shall or may arise out of, or by reason of, action taken by the Board for the purpose of complying with the provision of this article. The Board agrees that the Association shall assume the exclusive legal defense of any such claim or lawsuit. In assuming such defense on the Board's behalf, the Association will hire and compensate legal counsel, the selection of whom shall not be unreasonably denied by the Board.

**B. Released Time**

1. The parties mutually recognize that, consistent with the best interests of the children and the educational program, grievance processing and other union business should be attended to during nonteaching time. However, it is mutually recognized that emergencies and other important factors may from time to time make it unreasonable for this to be done in all cases. Therefore, the parties agree that the chairperson of the Association's grievance committee may, with the advance permission of the Superintendent or his/her designee, use nonteaching time during the normal workday to process or otherwise deal with grievances in emergency or other situations which make it unreasonable to expect that the particular grievance

or grievances can be dealt with during nonteaching time. Said grievance committee chairperson shall be given access to a telephone for such purpose. The Superintendent or designee agrees to consider such requests in good faith and to respond promptly to them.

2. The Association shall be granted the right to use ten (10) school days per year for Association business. The use of such days shall be by the Association President or his/her designee. The Association shall reimburse the Board the cost of the substitute. The President shall use these days with due consideration to meeting his/her teaching responsibilities.

**Article XXI**  
**PERSONNEL FILES**

A. In no case shall an unsubstantiated complaint be placed in any teacher's file. No anonymous complaint shall be placed in a teacher's file that has not been substantiated by administration.

B. No material originating after original employment shall be placed in a teacher's personnel file unless the teacher has been notified and has an opportunity to review the 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/her file, such signature shall be understood to indicate his/her awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.

C. No teacher will be disciplined without just cause. For the purposes of this Article the lowest level of discipline for which just cause applies is a written reprimand. The withholding of a teacher's increment or salary increase as provided for under this Agreement's Article XVI, Section A. is not subject to this provision. Termination and nonrenewal proceedings will not be subject to this provision or to the grievance and arbitration provisions of this Agreement.

**Article XXII**  
**TEACHER FACILITIES**

The Board and the Association agree that each school shall have the following facilities:

At least one phone for the professional and personal use of teachers. Such phone(s) shall be in an area which ensures privacy, but may also be available for other school purposes.

**Article XXIII**  
**PROMOTIONS**

A. All vacancies for teacher bargaining unit positions covered by this contract and/or positions paying a salary differential shall be listed in a notice, posted in the teacher's lounge of each school and posted via district email for a minimum of ten (10) working days prior to the deadline for receipt of applications. The posting period will be stated in or attached to the notice.

B. All teachers holding the appropriate certificate endorsement and meeting all other posting requirements shall have adequate opportunity to apply for such positions. The best qualified candidate in the determination of the Superintendent shall be recommended for the position.

**Article XXIV**  
**SUMMER SCHOOL TEACHER CERTIFICATION**

No uncertified teachers will be hired to teach summer school courses which carry high school credit without a valid Connecticut teaching certificate for the subject and level taught where certified teachers are available.

**Article XXV**  
**SPECIAL EDUCATION**

In order to provide an appropriate educational program for Special Education students that are mainstreamed or have a change in placement, the following shall apply:

A. When a special education child is mainstreamed, or has a change of placement within the school year and within the same building, the classroom teacher will receive written communication of such student placement. The classroom teacher(s) will be provided the opportunity to conference with the case manager of the student, prior to and after placement. The conference shall detail any pertinent information which will aid the teacher in meeting the students' needs.

B. When a special education child is mainstreamed, or has a change of placement and paragraph A. does not apply, the classroom teacher will receive written communication of such student placement and the classroom teacher(s) will be provided the opportunity to conference with the case manager of the student as soon as possible. The conference shall detail any pertinent information which will aid the teacher in meeting the students' needs.

C. Bargaining unit members shall not be expected to carry out medical or health care procedures that are not in accordance with the Connecticut General Statutes.

D. The Board and the Association agree that the pupil teacher ratio for students assigned to all special education classes/learning centers/resource rooms will be maintained at appropriate levels for effective education programming and the effective implementation of the student(s) I.E.P.(s).

**Article XXVI**  
**TEAM PROGRAM**

The Board shall pay an annual stipend of \$500. per new teacher to any teacher appointed to serve as a TEAM mentor for the first year of the TEAM program. The Board shall pay the TEAM mentor for the second year of the TEAM program an annual stipend of \$750. per teacher. If a teacher is serving as a TEAM mentor for a new teacher and the new teacher leaves the Board's employ for any reason during the course of school year, the stipend for the TEAM mentor shall be pro-rated annually.

Service as a mentor teacher shall be voluntary. Teachers who are trained as mentors shall be notified of mentoring opportunities.

The Board will continue to provide release time to teachers involved in the TEAM program as in the past.

**DURATION AND HOLDOVER**

A. This Agreement contains the full and complete agreement between the Board and the Association on all negotiable issues. The duration of the Agreement shall extend from July 1, 2014 to and including June 30, 2017.

\_\_\_\_\_  
David Jedidian  
Vernon Education Association

\_\_\_\_\_  
Anne Fischer  
Vernon Board of Education

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPENDIX I**

**APPENDIX II  
TEACHERS' SALARY SCHEDULE**

2014-15  
(2.75%)

**ISSUE 1**

**APPENDIX III  
TEACHERS' SALARY SCHEDULE**

2015-16  
(2.9%)

**ISSUE 1**

**APPENDIX IV  
TEACHERS' SALARY SCHEDULE**

2016-17  
(2.9%)

**ISSUE 1**



**APPENDIX V  
DEPARTMENT HEADS**

	2014-15	2015-16	2016-17
Department Heads, R.H.S.	\$3,823	\$3,899	\$3,977
Subject Leaders	\$2,868	\$2,925	\$2,984
Depart. Facilitator, V.C.M.S.	\$3,823	\$3,899	\$3,977

Department Heads and Subject Leaders at R.H.S. and Department Facilitators at V.C.M.S. shall be released 20% from teaching and shall not be assigned a duty period. Art, Music, Physical Education, and World Language Department Heads and Subject Leaders for the Secondary Level (Grades 6-12) shall be released 20% from teaching and shall not be assigned a duty period.

Elementary (K-5) Subject Leaders in English/Language Arts, Mathematics, Social Studies, Science, Art, Music, and Physical Education/Health Education shall not be assigned a duty and may utilize up to five (5) release days per year which may be taken in half-day increments.

Individuals appointed as Subject Leaders by the Administration will have certain responsibilities as assigned by the Administration that do not require possession of state administrative (092) or Department Head certification. Subject Leaders shall not evaluate teachers. Employees who have previously received a Department Head stipend who do not have either Department Head or 092 certification will be classified and paid at the Subject Leader position. The Subject Leader stipend shall be 75% of the Department Head stipend.

**APPENDIX VI  
HOMEBOUND, SUMMER SCHOOL & CURRICULUM DEVELOPMENT**

Teachers of Homebound, Summer School and Curriculum Development shall be compensated at the following rate:

<b>2014-15</b>	<b>\$28.07</b>	<b>per hour</b>
<b>2015-16</b>	<b>\$28.63</b>	<b>per hour</b>
<b>2016-17</b>	<b>\$29.20</b>	<b>per hour</b>

Teachers employed in the summer to perform duties associated with his/her instruction during the school year (*i.e.*, PPTs, IEPs, etc.) shall be compensated at their hourly per diem rate.

**APPENDIX VII  
SPECIAL AREAS**

	<u>2014-15</u>	<u>2015-16</u>	<u>2016-17</u>
Choral Director R.H.S.	\$654	\$667	\$680
Choral Director V.C.M.S.	\$366	\$373	\$380
VCMS Flute Choir	\$407	\$415	\$423
Class Advisor – Senior	\$2,439	\$2,488	\$2,538
Class Advisor – Junior	\$1,763	\$1,798	\$1,834
Class Advisor – Sophomore	\$1,375	\$1,403	\$1,431
Class Advisor – Freshman	\$980	\$1,000	\$1,020
Color Guard R.H.S.	\$2,074	\$2,115	\$2,157
Color Guard V.C.M.S.	\$386	\$394	\$402
Drama, R.H.S.	\$1,959	\$1,998	\$2,038
Drama Club Advisor V.C.M.S.	\$855	\$872	\$889
Elementary Band Director	\$189	\$193	\$197
Future Business Leaders of America	\$394	\$402	\$410
FFA	\$1,178	\$1,202	\$1,226
Jazz Band R.H.S.	\$796	\$812	\$828
Jazz Band V.C.M.S.	\$532	\$543	\$554
Literary Arts Advisor	\$783	\$799	\$815
Marching Band R.H.S.	\$3,005	\$3,065	\$3,126
Marching Band V.C.M.S.	\$247	\$252	\$257
Math Olympiad V.C.M.S.	\$394	\$402	\$410
Math Team Advisor	\$1,178	\$1,202	\$1,226
Math Team V.C.M.S. (2)	\$588 ea.	\$600 ea.	\$612 ea.
Model U.N. Advisor	\$1,178	\$1,202	\$1,226
National Honor Society (2)	\$783 ea.	\$799 ea.	\$815 ea.
Newspaper R.H.S.	\$1,037	\$1,058	\$1,079
Newspaper Advisor V.C.M.S.	\$684	\$698	\$712
Robotics Advisor	\$1,178	\$1,202	\$1,226

**APPENDIX VII (Cont'd)  
SPECIAL AREAS**

	<u>2014-15</u>	<u>2015-16</u>	<u>2016-17</u>
Service Club	\$542	\$553	\$564
Student Activities Coordinator R.H.S.	\$2,439	\$2,488	\$2,538
Student Council Advisor R.H.S.	\$1,763	\$1,798	\$1,834
Student Council Advisor V.C.M.S.	\$1,763	\$1,798	\$1,834
Yearbook R.H.S. (2)	\$932 ea.	\$951 ea.	\$970 ea.
Yearbook V.C.M.S (2)	\$783 ea.	\$799 ea.	\$815 ea.
Athletic Director, HS (.4 release time)	\$7,650	\$7,803	\$7,959
Athletic Director, MS (no duties)	\$2,040	\$2,081	\$2,123
Elementary Enrichment Clubs	\$306 ea.	\$312 ea.	\$318 ea.
Elementary Homework Club Gr. (3-5)	\$510 ea.	\$520 ea.	\$530 ea.
Elementary Student Council	\$306 ea.	\$312 ea.	\$318 ea.
GSA	\$510 ea.	\$520 ea.	\$530 ea.
History Day Advisors	\$816 ea.	\$832 ea.	\$849 ea.
Webmaster	\$510 ea.	\$520 ea.	\$530 ea.

APPENDIX VIII

STIPENDS FOR INTERSCHOLASTIC ATHLETICS

The following formula for extra pay for athletics at Rockville High School and Vernon Center Middle School will be in effect through the years 2008-2009, 2009-2010, and 2010-2011 by applying the present ratios to the new salary schedule with the new step three (3) becoming the maximum step for calculating payment.

$$\frac{\text{number of hours spent in activity per day}}{\text{number of hours in normal school day}} \times \frac{\text{length of activity per school year (days, weeks, months)}}{\text{length of normal school year}} = \text{Basic Time Index}$$

Example: High School football coach who spends three hours daily with his/her squad. Season lasts three months plus one month in preparation and spring practice in a ten-month school year with a six and one-half hour school day.

$$3/6.5 \times 4/10 = .185 \text{ (basic time index)}$$

Coaches are to receive salaries based on their experience, (their number of years of coaching in the Vernon School System), except that the Superintendent may, to fill a vacancy, hire at either of the two other steps. The percentage will be based on the bachelor's salary scale through 3 years. (For example a tennis coach who will be in his/her third year of coaching will receive the appropriate percentage of the salary for the bachelor's step equivalent to the years of experience). Assistant coaches will receive 60% times the head coach's basic time index.

**APPENDIX VIII (Cont'd)**

<u>R.H.S.</u>		<u>V.C.M.S.</u>	
.185	Head Football Hockey Head Basketball (Boys) Head Basketball (Girls)	.065	Basketball (Boys) Basketball (Girls)
.139	Soccer (Boys) Soccer (Girls) Volleyball (Boys) Volleyball (Girls) Wrestling Head Gymnastics Softball Head Baseball Head Track (Boys) Head Track (Girls) Indoor Track (Boys) Indoor Track (Girls) Lacrosse	.056	Soccer (Boys) Soccer (Girls) Softball Baseball
		.046	Cross Country (Co-ed)
		.028	Cheerleaders
.093	Cross Country Boys Cross Country Girls Badminton Tennis (Boys) Tennis (Girls) Golf		
.076	Cheerleaders		
.056	Dance Team		

**APPENDIX IX  
 INTRAMURAL ATHLETIC PROGRAMS**

<u>Rockville High School</u>	<u>Full Time</u>	<u>Part Time</u>
2014-15	\$2,618	\$1,755
2015-16	\$2,670	\$1,790
2016-17	\$2,723	\$1,826
<u>Vernon Center Middle School</u>		
2014-15	\$1,975	\$1,312
2015-16	\$2,015	\$1,338
2016-17	\$2,055	\$1,365
<u>Elementary</u>		
2014-15	\$1,107	
2015-16	\$1,129	
2016-17	\$1,152	

The above figures are based on 32 working weeks

**Rockville High School**

Full Time	192	hours per year
	6	hours per week
Part Time	128	hours per year
	4	hours per week

**Vernon Center Middle School**

Full Time	144	hours per year
	4½	hours per week
Part Time	96	hours per year
	3	hours per week

**Elementary**

Full Time	80	hours per year
	2½	hours per week

The Board reserves the right to determine programs to be offered.

**APPENDIX X**

Vocational Agriculture Department Head	1.2	1.2
Ratio of his/her step on salary schedule and department head schedule		
Vocational Agriculture Teachers	1.2	1.2
Ratio of his/her step on salary schedule		

Vocational agriculture personnel will receive twenty-five (25) vacation days.

The work year for Vocational-Agriculture teachers shall not exceed two hundred twenty-three days.

In consideration of the fact that Vo-Ag teachers in the VEA bargaining unit work a substantially longer work year than other bargaining unit members, Vo-Ag teachers in the bargaining unit shall, during the term of this contract, receive an annual grant of sick leave of 18 days in each year, cumulative to a maximum of 186 days.



**APPENDIX XI  
FRINGE BENEFITS**

A. Teachers hired prior to July 1, 2014 may elect from two (2) options, the Open Access Plus (OAP) Plan, or the HSA. Teachers hired on or after July 1, 2014 may elect only the HSA. Commencing July 1, 2015, the OAP option will no longer be available and teachers may only elect the HSA. Teachers who are not eligible for an HSA plan can participate in an Health Reimbursement Arrangement (HRA) with the same terms as the HAS and rollover to the amount allowed by law.

B. The HSA proposal is summarized as follows:

**HEALTH SAVINGS ACCOUNT OPTION**

The HSA shall, as required, be a high deductible health plan which shall have a \$2,000 single and \$4,000 family annual deductible for in-network services. Out-of-network services will also be subject to a \$2,000/\$4,000 initial deductible. Once the deductible is met, there shall be no coinsurance payments required for in-network covered services. Out-of-network services shall be subject to a 70% Plan payment/30% member coinsurance payment, to a coinsurance payment maximum of \$2,000 for individual coverage and \$4,000 for family coverage. This coinsurance payment shall be in addition to the initial deductible.

A HSA shall be established by the Board for each eligible employee who elects the HSA option and the Board shall annually deposit the sum of \$1,000 for a teacher with individual (single) coverage, and \$2,000 for family coverage in the teacher's HSA account.

**HSA PRESCRIPTION DRUG COVERAGE:** Prescription drugs are covered as part of the HSA plan and will count toward satisfying the applicable \$2,000/\$4000 deductible. Prescription drug copays for drugs purchased after the deductible has been satisfied will be subject to employee co-pays of \$5/\$20/\$35 for generic, preferred name brand, and non-preferred name brand, respectively, for a 30 day supply. A ninety day supply is available through mail order at twice (2X) the normal 30-day copay.

1. The premium share contribution levels for teachers who select the HSA shall be:

<b>2014-15</b>	13.0%
<b>2015-16</b>	13.0%
<b>2013-14</b>	13.5%

2. The premium share contribution levels for teachers who select the OAP shall be:

**2014-15**      16.5% plus any increase in the plan cost from the 2010-11 rates.

**OAP OPTION CHANGES**

The following matrix illustrates the specifics of the Board's OAP option. Rx deductible payments of \$10/\$35/\$45 with 2X regular copay for larger supplies per mail order prescription.

	<b>In Network</b>	<b>Out of Network</b>
<b>FINANCIAL</b>		
Office Visit Copayment	\$20	Ded & Coins
Specialist Visit Copayment	\$20	Ded & Coins
Hospital Copayment	\$200	Ded & Coins
Urgent Care Copayment	\$20	Ded & Coins
ER Copayment (waived if admitted)	\$50	\$50
Outpatient Surgery Copayment	\$100	Ded & Coins
Annual Deductible (individual/family)	n/a	\$2000/4000
Coinsurance	n/a	70/30
Coinsurance Maximum (individual/family)	n/a	25,000
Lifetime Maximum	unlimited	unlimited
<b>PREVENTIVE CARE</b>		
Well Child Care	No Charge - one per year	Ded & Coins
Periodic Routine Health Exams	No Charge - one per year	Ded & Coins
Routine Eye Exams - one every two years	No Charge	Ded & Coins
Routine OB/GYN visits	No Charge (2 exams/year)	Ded & Coins
Mammography		
one baseline age 35-39	No Charge	Ded & Coins
one screening per year age 40+	No Charge	Ded & Coins
addt'l exams when medically necessary		
Preventive Dental (children up to 12 years of age)	No Charge	No Charge
<b>MEDICAL CARE</b>		
Primary care office visit	\$20 Copay	Ded & Coins
Specialist consultation	\$20 Copay	Ded & Coins
OB/GYN care - no referral required	\$20 Copay	Ded & Coins
Maternity care - initial visit subject to copay	\$20 Copay	Ded & Coins
Laboratory	No Charge	Ded & Coins
X-ray and Diagnostic testing	No Charge	Ded & Coins
Allergy services	\$20 Copay	Ded & Coins

**Agreed Language  
Vernon Education Association  
July 1, 2014 to June 30, 2017**

	<b>In Network</b>	<b>Out of Network</b>
<b>HOSPITAL CARE - prior authorization required</b>		
Semi-private room	\$200	Ded & Coins
Maternity and newborn care	\$200	Ded & Coins
Skilled nursing facility - to 90 days per year	\$200	Ded & Coins
Rehab services - 60 days per cal yr	\$200	Ded & Coins
Hospice - unlimited max	No Charge	Ded & Coins
Outpatient surgery (hospital or surgi-center)	\$100	Ded & Coins
<b>EMERGENCY CARE - No referrals required</b>		
Walk-in centers	\$20	Ded & Coins
Urgent care - at participating centers	\$20	Ded & Coins
Emergency care - copayment waived if admitted	\$50	\$100
Ambulance - air no maximum per trip	No charge	No charge
<b>OTHER HEALTH CARE</b>		
Outpatient rehab services - unlimited including PT, ST and OT	\$20 Copay	Ded & Coins
Home Health Care - unlimited	No charge	Coins
DME - up to \$1,000 per calendar year	20% Coinsurance	Ded & Coins
Chiropractic Services - unlimited	\$20 Copay	Ded & Coins
Infertility	State Mandate	State Mandate
<b>MENTAL HEALTH/SUBSTANCE ABUSE CARE</b>		
Inpatient	\$200	Ded & Coins
outpatient/office visits	\$20 Copay	Ded & Coins

**D. Dental Insurance**

The Board will offer employees a Basic Dental Plan with Riders A, B, and C, and the Board will pay for sixty-five per cent (65%) of such plan, with the teacher paying the remaining thirty-five per cent (35%) of the cost of the coverage. Teachers desiring dental coverage must elect the total plan with all Riders and may not elect only partial dental coverage.

**E. Life Insurance**

The Board agrees to provide term life insurance coverage to bargaining unit members in the amount of fifty thousand dollars (\$50,000).

Teachers shall be eligible to purchase at their own expense additional amounts of life insurance at applicable group rates to an amount double the amount of insurance in effect at any time during this agreement's term.

**F. Retirement Insurance**

The Board agrees to carry retirees on its insurance rolls, and as part of the same group as active employees at no cost to the Board provided its eligible retirees pay full cost of insurance coverage at prescribed intervals to be established by the Board's Administrative Assistant.

**G. Self Insurance Option/Competitive Selection**

The Board may provide health insurance coverage for bargaining unit members through alternate carriers or through self-insurance. In no case shall the coverages and benefits provided through alternate insurance carriers, through self-insurance or through a combination of such alternatives be less than the coverages available to teachers under the group health insurance policies described elsewhere in this appendix. Should the Board desire to change insurance carriers and/or self-insure, the Association president shall be first notified and given an opportunity to review the proposed changes. Should the Association and the Board disagree that the alternative coverages proposed will provide equal coverage to those provided by the group plans described elsewhere in this appendix, binding arbitration as set forth under Article IV of this contract may be immediately implemented at the request of the Association or the Board. Such arbitration shall take place before an impartial arbitrator with expertise in insurance. None of the individual coverages set forth in this appendix shall be subject to a proposed change in carrier and/or the self-insurance option more than once per year. Should the Board self-insure or change carriers pursuant to this section, the privacy of the members of the unit shall be fully respected.

#### **H. Coordination of Benefits**

In accordance with provisions of Connecticut General Statutes section 38-262h, separate coverage required under such statute shall be made available by the Board to married members of the bargaining unit whose spouses are also employed by the Board. At the option of the Board, additional insurance coverage required under Section 38-262h may be provided by the Board through self-insurance. In no case, however, shall any member of the bargaining unit suffer any economic loss or reduction of coverage through self-insurance.

#### **I. Waiver of Insurance**

Teachers may voluntarily elect, subject to section 125 of the Internal Revenue Code, to waive all health insurance benefits and, in lieu thereof, be remunerated in the amount of \$1,000 provided the teacher has notified the Administrative Assistant by May 31 of each year. If a teacher has waived his/her insurance benefits the previous year and does not notify the

Administrative Assistant of his/her selection for the coming school year, the waiver will remain in effect. Payments for the waiver will be made in two (2) equal installments in December and June.

Teachers choosing this option shall be able to change their option during an annual open enrollment window occurring from May 1 through May 31, or following their marriage, divorce, death of a spouse or the loss of other health insurance coverage under which the teacher received coverage. Teachers wishing to change this waiver option must give the Administrative Assistant at least fifteen (15) days

written notice. Coverage will commence at the beginning of the calendar quarter (July 1, October 1, January 1 or April 1) following the written notice. Teachers, who restart their insurance coverage, except on July 1, which is the start of the contract year, must reimburse the Board a pro-rata portion of the money collected for waiving their insurance coverage.

**J. Section 125 Flexible Benefits Plan**

The Board agrees to establish a Section 125 Flexible Benefits Plan for pre-tax treatment of un-reimbursed medical expenses subject to Federal and State Law and IRS Rules and Regulations. Teachers participating in the HSA will be allowed to participate in the FSA for dependent care only. The Board will modify its Section 125 Plan to:

- a. Permit teachers to pay their insurance co-pays on a pre-tax basis set forth in Appendix IX, Fringe Benefits.
- b. Provide for pre-tax treatment of unreimbursed medical expenses (\$2,000 limit).
- c. Provide for pre-tax treatment of dependent care expenses (\$5,000).

The Board reserves the right to use a third party to administer the Section 125 Flexible Benefits Plan. If a third party is used to administer the 125 flexible benefits plan, the Board shall pay the set-up fee for such accounts and the teachers shall pay the monthly service fee if required.