

# *Board of Education*

## SPECIAL MEETING

Tuesday, November 25, 2014 – 7:30 p.m.

Wallace Middle School Media Center, 3465 East Main Street, Waterbury, CT

## AGENDA

***Silent Prayer***

***Pledge of Allegiance to the Flag***

***Roll Call***

***Public Addresses the Board*** - Special Meeting Items Only.

**1. *Committee on School Personnel*** – Vice President Harvey

1.1 Elementary School Principal appointment, Sprague School.

**2. *Committee of the Whole*** – Vice President Harvey

2.1 Request approval of the 2015 – 2018 Agreement with The School Administrators of Waterbury.

***Adjournment***

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON SCHOOL PERSONNEL**

Item #1.1

November 25, 2014

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

With the approval of the Committee on School Personnel, the Superintendent of Schools recommends approval of the appointment of \_\_\_\_\_ as Elementary School Principal, Sprague School.

Respectfully submitted,

Kathleen M. Ouellette, Ed.D.  
Superintendent of Schools

Approved:

\_\_\_\_\_  
Karen E. Harvey

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE OF THE WHOLE**

Item #2.1

November 25, 2014

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

With the approval of the Committee of the Whole, the Superintendent of Schools recommends approval of the 2015 – 2018 Agreement with The School Administrators of Waterbury (SAW), as attached.

Respectfully submitted,

Kathleen M. Ouellette, Ed.D.  
Superintendent of Schools

Approved:

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Karen E. Harvey

**2015-2018**

AGREEMENT  
BETWEEN  
THE SCHOOL ADMINISTRATORS  
OF  
WATERBURY  
(S.A.W.)

AND

THE WATERBURY  
BOARD OF EDUCATION

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## ARTICLE I INTRODUCTION

¶1. **Section 1.** This agreement is negotiated in accordance with the provisions of Connecticut General Statutes 10-153a through 10-153g, as amended, between the Waterbury Board of Education (hereinafter referred to as the "Board") and the School Administrators of Waterbury, Local No. 80, AFSA, AFL-CIO (hereinafter referred to as "SAW").

¶2. **Section 2.** This Agreement shall not limit or contravene the authority of the Board as provided by state and federal law and the Charter of the City. No provision of this Agreement shall have any retroactive effect or be in any way effective or binding prior to the effective date of this Agreement. All power and authority given to the Board by State Statute and/or City Charter shall be fully reserved to the Board, except in those areas and to the extent as such are in conflict with a specific provision of this Agreement.

¶3. **Section 3.** In addition to the rights conferred upon the Board pursuant to Conn. Gen. Stat. § 10-220, the parties recognize that the Board retains all rights it had prior to this Agreement, except as such rights whether exercised or not, have been specifically relinquished or abridged in this Agreement. Such rights shall include, but are not limited to, the following:

¶4. (a) the right to establish curriculum;

¶5. (b) the right to determine whether or not bargaining unit positions are to be created;

¶6. (c) the right to determine whether or not bargaining unit positions are to be filled;

¶7. (d) the right to prescribe and enforce reasonable work rules, establish and/or change the pay period for employees, and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Board, provided such rules and regulations are made known in a reasonable manner to the employees affected by them. Prior to the promulgation of new or modified rules and regulations, the Board shall meet with the Union to discuss them and shall give due consideration to the Union's recommendations concerning same. The Board shall bargain over the impact, if any, of the Board's decision;

¶8. (e) the right to assign work to employees (including the right to assign incidental duties that may not be specifically enumerated in an employee's job specification). The Board shall bargain over the impact, if any, of the Board's decision;

¶9. (f) the right to create job descriptions and revise existing job descriptions as deemed necessary, with such procedures for the applicable rate of pay as are required by this Agreement. The Board shall bargain over the impact, if any, of the Board's decision;

¶10. (g) the right to establish or continue policies, practices and procedures for the conduct of Board business and, from time-to-time, to change or abolish such policies, practices, or procedures, subject to the Board's obligation to bargain over the impact, if any;

¶11. (h) the right to lay off or otherwise relieve employees from duty for lack of work or other legitimate reasons, subject to the provisions of this Agreement;

- ¶12. (i) the right to discontinue services, positions, operations or programs in whole or in part, subject to the provisions of this Agreement.
- ¶13. In addition, the Board specifically reserves the right to meet at times beyond the normal work day of bargaining unit members, to discuss and analyze concerns of the Board in connection with the Board's obligations to direct and control the public school system of the City and in connection with administrative and managerial concerns which the Board and S.A.W. mutually share.
- ¶14. **Section 4.** These rights, responsibilities, and prerogatives are not subject to delegation in whole or in part. Such rights may not be subject to review or determination in any grievance or arbitration proceeding, except to the extent that they may be exercised so as to conflict with or abridge a provision of this Agreement.
- ¶15. **Section 5.** In all matters wherein the exercise of judgment or discretion is called for on the part of the Board (as for example only: the assignment, transfer or promotion of administrators, the numbers, categories or priorities of specialists to be employed) the decision of the Board shall be final and binding if made in good faith except where some other standard is set forth in this Agreement. The term "good faith" shall mean that the decision of the Board was not arbitrary, not capricious, and not without a rational basis in fact.
- ¶16. **Section 6. Definitions**
- ¶17. The following definitions are applicable to this Agreement, unless the context of the usage in any given article or section indicates otherwise:
- ¶18. (a) The term "parties" shall mean the Board and S.A.W.
- ¶19. (b) The term "employee" shall include those certified professionals, administrators, or supervisors who are included in the bargaining unit described in Article II, Section 1 hereof;
- ¶20. (c) The terms "his/her," "him/her," "he/she," and "himself/herself" are used for purposes of gender neutrality;
- ¶21. (d) For the purpose of this Agreement, the phrase "work year" shall mean (1) the period commencing on July 1st of a given calendar year and continuing through the next succeeding June 30th, including not more than two hundred and twenty four (224) working days, for twelve-month administrators; and (2) not more than two hundred and eight (208) working days, for ten-month administrators. The seven (7) business days before the first (1<sup>st</sup>) day of professional development for returning teachers shall be mandatory work days for all bargaining unit members. In addition, the seven (7) business days after the last day for students shall be mandatory work days for all bargaining unit members unless working said days would extend beyond June 30<sup>th</sup> or, unless working said days would be in derogation of the maximum number of work days provided for in this Agreement.



- ¶22. (e) For the purpose of this Agreement, a week shall be five (5) business days;
- ¶23. (f) As used in this Agreement, the term "in pay status" shall be defined to include the following situation(s): an employee who is receiving compensation (e.g. wages or vacation pay or paid sick leave or other paid leave) from the Board;
- ¶24. (g) In accordance with the Labor Board decision dated September 1984, for the purpose(s) of determining who shall be involved with the Board in determining testing procedures for a position, the term "Entry Level Position" shall be defined as Supervising Vice Principal. This means that the testing procedures for all administrative positions other than Supervising Vice Principal shall be determined by the Board and S.A.W. The testing procedure for Supervising Vice Principal shall be filled in accordance with the Human Resources, Merit Selection and Civil Service Ordinance, as may be amended from time-to-time. The established list will expire no later than two (2) years after the established date. The determination of the Entry Level Position does not limit who may apply for and be tested for a vacant administrative position;
- ¶25. (h) The term "Administrator Seniority" shall mean the term of service rendered by a bargaining unit employee in any and all present or past positions of the administrators' bargaining unit;
- ¶26. (i) The term "Administrative Seniority" shall mean for the purpose of testing for positions within the administrators' unit of the Department of Education, that term of service rendered by the applicant to the date of closing for applications in any and all present or past administrative positions;
- ¶27. (j) The term "Lateral Transfer" shall mean that procedure of movement within the administrators' unit as may be exercised by the Board in lieu of "open promotional examinations." Lateral transfers shall be permitted only within the same salary schedule classification. Administrators shall not move from one salary schedule classification to another by means of lateral transfer.
- ¶28. (k) The term "promotion" is herein defined as an appointment to a position of greater responsibility and/or higher status in the organizational structure of the Waterbury School System, be it express or implied. If there is a dispute under this definition then it shall be determined by the maximum salary of the position in question.

## ARTICLE II RECOGNITION AND DURATION

- ¶29. **Section 1.** Subject to, and in accordance with, the provisions of Sections 10-153a through 10-153g, as amended, the Board recognizes S.A.W. for purposes of professional negotiations as the exclusive representative of all persons employed by the Waterbury Board in positions requiring an intermediate administrator or supervisor certificate or the equivalent thereof, and whose administrative or supervisory duties equal at least fifty percent of the assigned time of such employees.

- ¶30. **Section 2.** During the term of this Agreement there shall be no strike, slowdown, suspension or stoppage of work, or picketing in any part of the Board's or City's operations by any employee or employees covered by this Agreement. Remedies shall be limited to those provided for, and available under, the Teacher Negotiating Act, as amended.
- ¶31. **Section 3.** The parties agree to negotiate in good faith to secure a Successor Agreement in accordance with the provisions of the Teacher Negotiating Act, as amended.
- ¶32. **Section 4.** This Agreement shall be effective and binding upon the parties as of July 1, 2015; unless a different effective date is prescribed in this Agreement; and this Agreement shall remain in full force and effect until June 30, 2018.
- ¶33. **Section 5.** Prior to any significant changes in schedule or working conditions the Superintendent or his/her designee will discuss such changes with S.A.W. and negotiate over the impact of such changes, if any. Nothing in this section shall be interpreted to broaden or narrow the parties' rights or obligations pursuant to Connecticut General Statutes 10-153. Notwithstanding this provision, the parties hereto acknowledge that the legislative mandates pursuant to Connecticut General Section 10-66q regarding the implementation of regionalized school calendars, may impact and/or alter the anticipated schedules or calendars pursuant to this Agreement. As such, during this mandatory transition, the Parties agree to accommodate any scheduling adjustments affecting the application of the terms set forth in this Agreement.

### **ARTICLE III DUES DEDUCTION**

- ¶34. **Section 1.** In accordance with the authorization prescribed by Section 3, hereof, the Board agrees to deduct from administrators' salaries, dues or service fees for the S.A.W., C.E.A., N.E.A. and A.F.S.A., ESPAC, and any other mutually agreed upon professional organization. The administrator shall individually and voluntarily authorize the Board to deduct such dues and agency fees and transmit all such monies to S.A.W.
- ¶35. **Section 2.** Each of the associations named in Section 1 above shall certify to the Board, through S.A.W., in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues or service fees shall so notify the Board, via written notice from S.A.W., thirty (30) days prior to the effective date of the change of amount to be deducted from administrators' salaries.
- ¶36. **Section 3.** Each administrator who desires to authorize such deductions as prescribed by Section 1 and/or Section 2 hereof, shall file with S.A.W. for the transmittal to the Finance Office a signed and dated "Dues Authorization Card" containing the following: name and address of administrator; name(s) of the organization(s) for which dues are to be deducted; a statement authorizing the Board to deduct from his/her earnings and remit to the Treasurer of S.A.W. an amount of money equal to the dues required for membership in the organization(s) so specified; a waiver of all right(s) and claim(s) against the Board and the City of Waterbury, and the officers and agents thereof for monies deducted and remitted in accordance with such authorization; and an agreement that such deductions and remittances shall continue as so authorized for the balance of the school year and

succeeding years unless and until such administrator notifies the Board, in writing, of his/her desire to discontinue or to change such authorization.

- ¶37. **Section 3(a).** Administrators who do not authorize dues deductions shall pay a service fee. Such fee shall be deducted in equal amounts from July through June.
- ¶38. **Section 3(b).** S.A.W. agrees to defend and hold the Board harmless as a result of any action the Board is required to take as a result of any written notice given it by S.A.W. per the provisions regarding withholding of dues and service fees.
- ¶39. **Section 3(c).** Administrators who elect to pay in one (1) lump sum must do so by July 1 of each school year. If payment is not made by that date then an automatic process of payroll deduction for either membership dues and service fee shall go into effect with those appropriate amounts to be transmitted to S.A.W.
- ¶40. **Section 4.** No later than July 15th of each year, the Board shall provide S.A.W. with a list of those employees who have authorized dues deductions or are paying service fees. Monthly thereafter, the Board shall provide S.A.W. with such lists, noting thereon any additions to, or deletions from said list.
- ¶41. **Section 5.** Administrators shall be eligible to participate in the City's Deferred Compensation Plan.
- ¶42. **Section 6. Deductions.** The Board agrees to deduct from the paycheck of each employee who has signed an authorization payroll deduction card a sum certified in proper form in writing by the Local Secretary or other authorized official of the Union within the range of amounts set forth on said card, which are Union dues or agency service fees. The Union will notify the Board of changes in union dues at least 30 days prior to the effective date of the change. The Board will implement said change in the pay period following the expiration of the 30 days notice. The Union agrees to defend and hold the Board harmless as a result of any action the Board is required to take as a result of this provision.
- ¶43. **Section 6(a).** These deductions will be made in accordance with the pay cycle and payment will be remitted to the Union in accordance with the pay cycle.
- ¶44. **Section 6(b).** In the event that an employee receives no pay on the payday on which Union dues or agency service fees are scheduled to be made, arrearages shall be collected in the following week unless the Union and the Board agree to an alternative repayment schedule.
- ¶45. **Section 6(c).** The Board agrees to continue to require payroll deductions and to permit certain voluntary payroll deductions consistent with past practice and the terms of this Agreement. The schedule of such deductions shall be established and modified by the Board, from time to time, in accordance with the Board of Education/City of Waterbury's HRIS system and applicable law.
- ¶46. Any other deductions shall be made in accordance with a method agreed upon by the affected administrators and the Board.

## ARTICLE IV SALARIES

- ¶47. **Section 1.** Salaries for all employees employed in positions represented by S.A.W. and covered by this bargaining unit are set forth in Appendix A attached hereto and made a part hereof. In addition, the work year for each bargaining unit position is listed in Section 2 of Article V hereof.
- ¶48. **Section 2(a).** As to those employees who as of the appropriate dates, hereinafter set forth, have completed the required semester hours of approved study beyond their sixth year there is to be payment of an increment, hereinafter referred to as the increment prescribed by Section 2, which increment is to be paid in accordance with the itemization listed below:
- |                   |                     |
|-------------------|---------------------|
| 6th yr. + 15*     | \$1,100.00 per year |
| 6th yr. + 30      | \$1,300.00 per year |
| Ph.D./Ed.D degree | \$1,800.00 per year |
- ¶49. These amounts shall be in addition to the amounts prescribed by Appendix A, and shall be paid as part of the regular paycheck received by the employee.
- ¶50. \*The increment for 6th yr. + 15 semester hours shall be payable only to those administrators who were eligible for such increment prior to July 1, 1996.
- ¶51. (b) Any employee who is entitled to receive the increment prescribed by Section 2 hereof shall be paid the additional amount of monies, as a part of, and pro-rated on an annual basis through, the regular paycheck provided he/she was the recipient of the necessary academic requirements for the increment (prescribed in Section 2(c) hereof) as of the September 1st or March 1st of any given calendar year, immediately following the recording of proof of completion of the said degree and/or credits with the office of the Superintendent of Schools. A thirty (30) day grace period to October 1st or April 1st shall be allowed for presentation of these credits following the completion of the summer Term or of the Fall Term, respectively.
- ¶52. (c) In order for the employee to be entitled to the increment, additional study, in order to be credited for entitlement to said increment, must be completed in a planned program of an accredited institution of higher learning recognized by the Connecticut State Department of Education. The program must have been approved by the proper authorities of that institution and the Superintendent.
- ¶53. **Section 3.** Each employee shall have his/her total annual salary including, in addition to his/her basic annual salary prescribed by Schedule A, the increment, if appropriate, prescribed by Section 2 hereof divided into twenty-six (26) equal payments and payable to him/her in twenty-six (26) equal installments commencing with the first paycheck of July and on bi-weekly basis thereafter during the term of this Agreement or until the employee's services are terminated, whichever event first occurs.
- ¶54. **Section 4(a).** Newly appointed members of the S.A.W. bargaining unit shall be placed

on the lowest step of the salary scale in the respective appropriate schedule of salaries, unless the Board, upon recommendation of the Superintendent, so determines that a higher step is warranted for newly appointed members with certified experience. All such exceptions will be forwarded to S.A.W. for informational purposes only and shall not be subject to the grievance procedure.

- ¶55. **Section 4(b).** Any S.A.W. member promoted to a higher position or classification within the bargaining unit shall be placed at a step level which has a salary immediately higher than his/her current salary plus one additional step in the new position unless the Board, upon recommendation of the Superintendent so determines that a higher step is warranted due to circumstances of consideration. All such exceptions will be forwarded to S.A.W. for informational purposes only and shall not be subject to the grievance procedure.
- ¶56. **Section 4(c).** For any promotion there will be a nine (9) month (excluding July and August) probationary period from the effective date of the appointment. If performance is not satisfactory, Article VII, Section 6 (b) and (c) shall apply.
- ¶57. **Section 4(d).** In years in which salary advancement is given, for purposes of advancement on the salary scale, any administrator serving in a S.A.W. position as of January 1 of a given year shall move to the next highest step on the salary schedule for the following July 1.
- ¶58. **Section 5.** All paychecks will be issued by direct deposit to an institution of the S.A.W. member's choice.

## ARTICLE V WORK YEAR, HOURS OF WORK AND SCHOOL HOURS

- ¶59. **Section 1(a). Hours of Work**
- ¶60. The following guidelines represent the Board policy, under normal professional-academic conditions, relative to the work year, hours of work and the number of hours that school is in session for the children. Since S.A.W. represents professionals of the highest caliber, it recognizes that the guidelines are just that, guidelines only, and S.A.W. and the individual employees understand and agree that the professional requirements and the interest of the students, buildings and program which they supervise and the professional goals and programs of the Board and of S.A.W. members demand a flexible interpretation and implementation of these guidelines. The agreed working motto of the Board and of S.A.W. is "Professional First". Thus clock watching either by the Board or by S.A.W. will not be countenanced. By the same token, the Board and SAW agree and understand that the bargaining unit members of S.A.W. are professionals and thus should not expected to be time clock punchers. In adhering to these guidelines, the parties hereto recognize the importance and necessity of having administrators present throughout the student day, which includes student arrival and departure times and other commuting times so designated by the Superintendent or his/her designee. Administrators from each building shall remain "on call" and available by phone during all student commuting times.
- ¶61. Neither the Board nor the Superintendent nor any Chief Officer nor any higher echelon

bargaining unit member should utilize this procedure to harass a bargaining unit member.

The Board and SAW are attempting a two way street of professionalism and mutual confidence and respect.

¶62. **Section 1(b). Work Year**

¶63. The work year for this bargaining unit consists of two separate categories: the twelve-month work year and the ten-month work year. Intertwined with the concept of "work year" is the concept of "vacation" time off and time off for school holidays. Bargaining unit members shall be entitled to take as vacation time the Christmas recess and the Spring recess, as well as additional days within their work year as defined in Article I, Section 6(d), which exceed their prescribed number of working days, as defined in said Section, upon appropriate notice to the Superintendent and subject to the provisions of Section 3 below. All administrators must notify the Superintendent or his/her designee for all absences, including sick days, vacation days, snow days, or partial work days in order to ensure proper school staffing and coverage.

¶64. Within the framework of the above guidelines, the work year for the bargaining unit positions is as follows:

POSITION	WORK YEAR
High School Principal Middle School Building Principal, High School Vice Principal, Middle School House Principal PreK-8 Principal and all 12-month Supervisors,	12 months

¶65. Twelve-month administrators shall work two hundred and twenty four (224) days.

K-5 Principal, Supervising Vice Principal, and all 10-month Supervisors	10 months
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¶66. Ten-month administrators shall work two hundred and eight (208) days.

¶67. **Section 1(c).** The following holidays are the current school holidays which are meant to coincide with the student schedule. It is understood that these are subject to change if the school calendar for students changes.

Independence Day	New Years Eve Day
Labor Day	New Years Day
Columbus Day	MLK Day
Veteran's Day	Lincoln's Birthday
Thanksgiving Day	Washington's Birthday

Day after Thanksgiving	Good Friday
Christmas Eve Day	Memorial Day
Christmas Day	

- ¶68. **Section 2.** Administrators shall not be required to work on days when schools are closed for holidays.
- ¶69. **Section 3.** No bargaining unit member shall be eligible to take vacation at any time while school is in session or during the work year as defined herein, without the express written approval of the Superintendent or his/her designee.
- ¶70. **Section 4.** When "summer" Professional Development sessions are planned, the schedule(s) approved by the Superintendent or his/her designee and the Board of Education will not exceed ten (10) days.
- ¶71.
- ¶72. Every effort will be made to publish a final schedule by June 1<sup>st</sup>. This will not prohibit the scheduling of additional single day Professional Development sessions or common PD days for elementary and secondary administrators/supervisors throughout the calendar year.

## ARTICLE VI

### PROFESSIONAL DEVELOPMENT

- ¶73. **Section 1.** When an employee's request for permission to attend a workshop, seminar or conference is approved in writing in advance by the Superintendent; or when the Superintendent so requests the employee; the employee's expenses while attending such a workshop, seminar or conference shall be paid by the Board, provided the Superintendent has placed a predetermined and express ceiling on the amount of such expense. Such expenses shall include only the expenses such employee incurs for his/her own meals, lodging and/or transportation and registration fees. If the employee uses his/her own automobile, the rate of reimbursement shall be the I.R.S. rate per mile. If the Superintendent denies the employee's request, the employee may appeal the denial to the Board.
- ¶74. **Section 2(a).** For the purpose of attending regional meetings, conferences, and other professional educational activities, an administrative expense account of \$7,000.00 for High Schools, Middle Schools, and Elementary Schools shall be allotted annually in the school budget and distributed by the Superintendent of Schools. School representatives at such Annual Meetings shall rotate amongst administrators from year to year in order to encourage participation and to provide District leadership opportunities to more administrators.

Each High School shall be represented at the Annual Meeting of the New England Association of Schools and Colleges and others by the Principal or Staff member appointed by him/her to represent the school. The reasonable and necessary expenses incurred by the representative attending the meetings described in this sub-paragraph (a) shall be paid from this budgeted item to the extent of the unexpended balance.

- ¶75. **Section 2(b).** For the purposes of attending regional meetings, conferences, and other professional educational activities, four hundred dollars (\$400.00) shall be allotted annually in the school budget for each Supervisor. Approval for the attendance, and the reimbursement, and/or payment, of the expense shall be obtained from the Superintendent. If monies are available to any Supervisor for these expenses, from state or federal grants or otherwise, then the allotment prescribed herein shall not be required.
- ¶76. **Section 3(a).** Administrators who elect to take, and who successfully complete, graduate (post-college) level courses shall be reimbursed for the tuition cost of such course or courses up to a maximum of three hundred fifty dollars (\$350.00) per course and to a maximum of three (3) courses in any given school year, provided that as to the courses of study in Data Processing and Computer Science reimbursement shall be allowed in the amount of three hundred dollars (\$350.00) per course with a maximum of three (3) courses, and provided further that the administrator has attained, prior to taking the course(s), at least M.A. + 15 credits and provided that the Administrator takes the course in a graduate program or has the prior approval of the Superintendent to take, and receive reimbursement for, a course or courses that were not part of a graduate program. Courses completed after July 1, in any given school year, shall be counted as having been taken the next school year. Requests for reimbursement shall be made prior to March 1. The reimbursement payment prescribed herein shall be paid not prior to the first week of July immediately subsequent to the date of the successful completion of the said graduate level course.
- ¶77. (b) To qualify for reimbursement, the Superintendent must have approved the accredited institution which offers the course, and must have approved either the specific course or the planned program in which it is taken.

## ARTICLE VII ASSIGNMENTS AND TRANSFERS

- ¶78. **Section 1.** As soon as practicable and under normal circumstances, no later than June 1, Administrators shall be notified in writing of any changes in their programs or schedules for the next succeeding school year, including the schools and/or programs to which they will be assigned, and any special or unusual assignment that they will have. In the event of a change in circumstances or conditions during the period from June 2 to the opening of school, the Board may change assignments as required with written notice to the affected Administrator(s).
- ¶79. (a) An Administrator's involuntary lateral transfer shall be made on the basis of qualifications and the best interests of the school system. Before any involuntary lateral transfer is implemented, the Superintendent shall meet with the affected administrator (with S.A.W. representation, if requested) to discuss the matter. Upon request of the affected administrator, the reasons for implementation of any involuntary lateral transfer shall be provided in writing.
- ¶80. (b) An Administrator who for the subsequent school year desires a change in program assignment and/or school assignments may file a letter of request for a voluntary lateral transfer.



- ¶81. (c) Letters of request for lateral voluntary transfer shall be reviewed by the Screening/Interview Committee. The decision of the Committee shall be subject to ratification by the Board.
- ¶82. (d) Decisions regarding transfers shall be final, and shall not be subject to the grievance procedure.
- ¶83. **Section 2.** Any Administrator required to work in a higher classification for more than five (5) consecutive days or ten (10) cumulative days during a work year shall be paid at the base rate of the position to which the administrator is assigned in the higher classification or if the base rate of the assigned position is less than the administrator's current rate, the administrator shall be paid at the salary rate of the position to which the administrator is assigned that is immediately higher than the administrator's current rate, for the duration of such assignment.

### **Procedures For Filling Vacancies and Newly Created Positions**

- ¶84. **Section 3.** For the purposes of this contract, a vacancy or opening occurs upon notification to the Board of the creation of a new position, retirement, resignation, death, promotion or termination of a person holding a bargaining unit position. Appointments to a temporary or acting position will not create a vacancy.
- ¶85. Examples of such notification are, but not limited to:
- Death - the actual date of death
  - Resignation - the date the resignation is accepted by the Board
  - Termination - the date the Board votes to terminate
  - Retirement - the date a retirement becomes irrevocable
  - Transfer - the date the Board approves the transfer
- ¶86. When a new position is created or when it is known that an existing position will become open, the Board within thirty (30) days will determine whether or not to fill the position. Once a determination is made to fill the position, the posting of the opening will occur within ten (10) days.
- ¶87. **Section 4.** Upon the occurrence of a vacancy, the creation of a new position, or the Board's acceptance of a resignation, the Superintendent of Schools shall, to the extent possible prior to external posting, notify the administrators by posting the opening within thirty (30) days and any eligible candidate for movement to such position by lateral transfer shall file his/her request for such transfer with the Superintendent's Office not later than five (5) school days after the date of the Superintendent's posting.
- ¶88. (a) While the Board is in the process of filling the position, it shall be filled by a "temporary appointment." Under normal conditions (i.e. retirement, etc.), it is the intent to have someone appointed to the position as soon as possible with the appointment to become effective at the time the position actually becomes vacant. Except in extraordinary circumstances, no acting appointment shall exceed twelve (12) months. In

cases involving vacancies, no acting appointment shall exceed six (6) months.

¶89. **Section 5.**

¶90. (a) Decisions regarding the requisite qualifications for any vacancy shall be made by the Department of Human Resources. Decisions regarding the requisite certification shall be made by the Department of Human Resources and shall be in accordance, at a minimum, with the laws and regulations regarding certification.

¶91. (b) The initial screening to determine which applicants are qualified for the vacancy shall be conducted by the Department of Human Resources.

The Director of Personnel will, after the initial screening of applicants to determine those that possess the qualifications of the position, forward the qualified applicants to a panel of individuals consisting of two certified building staff representatives, and two building administrators from another same level school within the district. The building staff representatives and the building administrators shall be selected by the Superintendent or his/her designee.

Similar level building administrators will develop a series of questions for the interviews and the panel members may include questions specific to the school where the vacancy is for the candidates. The panel will use the "district scoring" rubric as a measurement of the applicants' responses to the questions.

The chairperson or designee from the BOE Personnel Committee, a parent or parent liaison from the building the vacancy has occurred and a Personnel Department representative will be members of the panel as non-scoring observers.

After review/interviews, the panel shall rank the candidates and forward the files of the qualified applicants to the screening committee described in Article VII, Section 5(c). The screening committee will select up to the sixth highest ranking candidates from the qualified applicants to continue in the process in accordance with Sections 5 (d) & (e).

For administrative vacancies in "new" buildings, non-building or multiple building assignments, upon completion of the initial screening of applicants to determine those that possess the qualifications for the position, the Superintendent will convene a panel consisting of a similar level building administrator, one curriculum or special education supervisor and two certified teachers.

Similar building level administrators and/or curriculum/special education supervisors will develop a series of questions for the interviews and the panel members may include questions specific to the school (s) where the vacancy/assignment(s) are. The panel will use a "scoring rubric for measurement of the applicant(s) responses to the questions. The chairperson or designee from the BOE Personnel Committee, a parent from the district where the new building is situated and a Personnel Department representative will be members of the panel as non-scoring observers.

Schools that have a School Governance Council will appoint a member of their

Council to be a non-scoring member of the School-Based panel.

After interviews, the aforementioned panel shall rank the candidates based on the total scores by the panel and forward the results to the Screening/Interview committee described in Section 5 (c). The interview committee will select up to the sixth highest ranked candidate from the qualified applicants to continue in the process in accordance with Section 5 (d) & (e).

- ¶92. (c) The Screening/Interview Committee shall consist of two central office administrators of the rank of Superintendent or Chief Officer or their designee(s), the President of the Board or his/her designee, and, under ordinary circumstances, an administrator of the building selected by the Superintendent or his/her designee or in the case of building-based positions from the department, in the case of positions based in more than one building. In cases of a vacancy at an inter-district magnet school, a board member or Superintendent of the other sending school districts shall be entitled to participate in the process.
- ¶93. (d) The Screening/Interview Committee, using the criteria set forth below, shall determine which applicants shall advance to the interview stage. After completing the interviews, the Committee, employing the same criteria set forth below, shall submit to the Superintendent a list in alphabetical order of at least three names of the best-qualified candidates. Prior to the submission of the names to the Superintendent, the credentials of those applicants will be verified.
- ¶94. (e) From said list, the Superintendent shall conduct interviews and then submit up to three names to the Board along with his/her recommendation.. The Board will make its determination within thirty (30) days of receiving the list from the Superintendent.
- ¶95. (f) The Board and S.A.W. recognize that it may not always be possible to adhere to the number of names specified in (d) and (e) of this section due to the type of position to be filled. If such is the case, then the Screening Committee may submit fewer than three names or request re-posting of the position.
- ¶96. (g) At every stage in the process, the criteria for evaluating the applicants, which will be established in writing by the Committee for each position, shall be:
1. The best interests of the educational system;
  2. The qualifications required for the position;
  3. Previous job performance and work record of the applicant;
  4. Previous administrative experience.
- ¶97. (h) Under normal circumstances (i.e. retirement, etc.), bargaining unit positions referred to in this section shall be filled within four (4) months from the closing date for applications.
- ¶98. (i) All applicants who are current S.A.W. members shall be given reason(s), upon written request, in writing in the event of non-selection for any such vacancies. Decisions by the panel shall be final and shall not be subject to the grievance procedure.

¶99. **Section 6.**

¶100. (a) The successful applicant for an initial position in the bargaining unit will serve a probationary period of twelve (12) months. A successful applicant from the bargaining unit will serve a probationary period of nine (9) months. In any probationary period, the months of July and August will not be considered as part of the time specified above. If successful candidates are hired from another bargaining unit which provides for compensatory time off, such time shall not be carried into appointment as a school administrator.

¶101. (b) When it is determined that the individual during his/her probationary period is not satisfactorily performing the duties of the new position, he/she will be notified in writing of such. Such notification will specify the areas of weakness and will be issued in such time as to allow a reasonable opportunity for the individual to correct any deficiencies prior to the completion of the probationary period. The primary evaluator during the probationary period will be the individual specified in the Teacher Evaluation Plan.

¶102. (c) Any employee who does not successfully complete the probationary period will, if he/she was in a bargaining unit position prior to appointment to this new position, be placed back in his/her previous position if still open or in another vacant bargaining unit position which is at the same or lower level than the previous position the individual occupied and for which he/she is qualified. If the individual moves into a lower paying position, then for a period of one year he/she will be paid at a rate no lower than the rate he/she received in his/her previous position from which he/she bid. If no position is available, then the individual may exercise his/her rights pursuant to the reduction in force language in the collective bargaining agreement and State Statute.

¶103. **Section 7.**

¶104. (a) This procedure shall apply to all appointments within the bargaining unit with the exception of supervising vice principals.

¶105. **Section 8. Reduction In Force**

¶106. (a) S.A.W. recognizes the Board's right to reduce the number of administrative positions or to lay off bargaining unit personnel.

¶107. (b) For the purpose of the Section, the reduction of the number of administrative positions may result in the involuntary transfer of an administrator to another professional position within this bargaining unit.

¶108. (c) An Administrator shall retain his/her tenure status as defined in the Teacher Tenure Act.

¶109. (d) The Board decision and rationale for reduction in force shall be shared with all affected Administrators and with S.A.W.

- ¶110. (e) In the event of the elimination of an administrative position covered by this Agreement, the Administrator holding said position may be transferred by the Board to any other position covered by this Agreement for which the Administrator holds proper certification and qualifications as follows:
- ¶111. 1. Any administrator relieved of his/her duties because of reduction of staff or elimination of position shall be offered an administrative vacancy, if one exists, in his/her classification for which he/she is certified and qualified.
- ¶112. 2. If there is no existing administrative opening in his/her classification, the displaced administrator shall be offered the position of an administrator who has the least seniority in his/her present classification, provided he/she is certified and qualified for the position. Qualifications shall be determined in the discretion of the Superintendent of Schools, which discretion shall not be unreasonably exercised.
- ¶113. 3. If there is no existing administrative vacancy in his/her classification and the displaced administrator has the least seniority in his/her present classification, he/she will be offered an administrative vacancy, if one exists, firstly, in the next highest administrative classification below that occupied by the displaced administrator and, secondly, in any other lower classification, for which the displaced administrator is certified and qualified. Qualifications shall be determined in the discretion of the Superintendent of Schools, which discretion shall not be unreasonably exercised.
- ¶114. 4. If there are no existing administrative vacancies in any administrative classification, and the displaced administrator has the least seniority in his/her present classification, but has administrative seniority over an administrator in another classification for which the displaced administrator is certified and qualified, the displaced administrator will be offered such position, firstly of the administrator occupying the highest classification below that which the displaced administrator occupied and, secondly, any other position occupied by the least senior administrator in any other lower classification.
- ¶115. 5. For purposes of this Article, administrative classifications shall be ranked as follows:
- (i) High School Principal
  - (ii) Middle School Building Principal
  - (iii) High School Vice-Principal
  - (iv) Middle School House Principal
  - (v) Prek-8 Principal
  - (vi) K-5 Principal
  - (vii) Supervisor (12 Mo.)
  - (viii) Supervisor (10 Mo.)
  - (ix) Supervising Vice-Principal
- ¶116. 6. The Superintendent of Schools shall determine whether an administrator is qualified under this Article to displace another administrator within the bargaining unit, provided that the Superintendent's decision shall be reasonable. Decisions resulting in

termination from the school system are not subject to the grievance procedure, but shall be appealable through Section 10-151 C.G.S. (the so-called Teacher Dismissal Act). Decisions resulting in displacement within the school system shall be subject to the grievance procedure.

¶117. 7. In the event an administrator is displaced to an administrative classification with a salary schedule lower than that which the displaced administrator would have enjoyed, such administrator's salary shall not be reduced more than one thousand (\$1,000.00) dollars per year until the appropriate level on such salary schedule for the new position is reached.

¶118. 8. Paragraph 7 above shall also be applicable to administrators who may be involuntarily transferred, or who may have had their position modified, as part of a reorganization of position(s) or otherwise, provided said changes are not the result of disciplinary action or unsatisfactory performance relative to such administrator, which actions shall not be taken without just cause.

¶119. (f) An Administrator whose position has been reduced, and who has not received another administrative position pursuant to the procedure described above, shall be eligible for a position in the teachers' bargaining unit for which he/she is certified and qualified, on the basis of the reduction in force procedure in the teachers' collective bargaining agreement. Such Administrator's salary shall not be reduced by more than one thousand (\$1,000) dollars for the first year of service in said teaching position. After the first year, such Administrator shall be placed on the appropriate level of the teachers' salary schedule negotiated between W.T.A. and the Board according to his/her years of service to Waterbury Public Schools. Any Administrator who remains in the employ of the Board pursuant to this sub-section shall become a member of the teachers' bargaining unit as of the date the Administrator resumes teachers' bargaining unit duties.

¶120. (g) Any Administrator laid off as a result of reduction in force shall have the privilege of placing all sick days on hold to be restored upon rehiring, or (if he/she is otherwise eligible for retirement, whether or not he/she actually retires) electing payment of unused sick days in accordance with the procedure in Article VIII Section 2(a) of this Agreement, provided that the Administrator is eligible for retirement under the Teachers' Retirement Board definition of "normal retirement," and he/she actually retires.

¶121. (h) Recall shall be effectuated utilizing first, certification for position of administrator, second, seniority as an administrator, third, city-wide seniority, and fourth, the date on which the individual administrator signed his/her teaching contract. If all four (4) items are exactly the same, the Board shall determine who is to be recalled. All such administrators so affected by R.I.F. shall retain rights to further administrative vacancies for a period of two (2) years.

¶122. (i) Upon his/her return to an administrative position level, he/she shall be placed on the same step of the salary schedule on which he/she was at the time of the layoff, Schedule A, for the position to which he/she returns.

¶123. (j) Upon his/her return an administrator shall be assigned to the position held at the time of the reduction, if possible, or to a position within his/her certification and

qualifications.

¶124. (k) An Administrator may be removed from the recall list for the following reasons:

1. He/She waives recall rights in writing;
2. He/She resigns;
3. He/She fails to accept the recall to the position held immediately prior to reduction or to a substantially equivalent position;
4. He/She fails to report to work in a position that he/she has accepted, unless such employee is sick or injured.

¶125. (l) If an Administrator has secured temporary employment elsewhere, he/she shall be allowed thirty (30) calendar days of time before being required to report back to work with the Board.

¶126. (m) In the case of a tie in the bargaining unit seniority of an administrator, the following shall be used to determine seniority for purposes of this reduction in force procedure: (i) if years of service as a bargaining unit administrator in Waterbury are equal, then the date of the board appointment of the administrator to the administrative bargaining unit shall control; (ii) if there is still a tie, then City-wide service as a teacher and bargaining unit administrator shall be applied; (iii) if there is still a tie, then out-of-district service as an administrator shall be added; (iv) finally, if there is still a tie, then out-of-district teaching service shall be added.

## ARTICLE VIII LEAVES

¶127. A. Sick Leave

¶128. **Section 1.** No later than October 1 of each year, every employee employed by the Board shall continue to receive an individual statement containing the number of his/her unused, accumulated leave days (e.g., sick, personal, etc.).

¶129. **Section 2.** Upon the retirement or death of an employee, said employee or his/her estate shall be paid the equivalent of fifty (50) percent of his/her accumulated sick leave (as the term "sick leave" is defined in Section 3 hereof), over and above his/her regular compensation. The maximum amount of sick leave an employee may accumulate for this purpose shall be limited as follows:

¶130. a. Employees hired on or before June 30, 1996, may accumulate up to their actual accumulation as of June 30, 1996, or 200 days, whichever is greater, valued at the employee's per diem rate of pay on June 30, 2001, computed by multiplying such employee's annual base salary as of June 30, 2001 by 1/190.

¶131. b. Employees hired or rehired on or after July 1, 1996, but not later than June 30, 1999, may accumulate up to 150 days, valued at the employee's per diem rate of pay on June 30, 2001, computed by multiplying such employee's annual base salary as of June 30, 2001 by 1/(the number of days said administrator is required to work, by contract, in

his/her final year of employment).

- ¶132. c. Employees hired or rehired on or after July 1, 1999, shall be ineligible to receive any payout of sick leave, except as provided in Section 2(d) below.
- ¶133. d. An employee hired on or after July 1, 1999, who, immediately prior to being hired into the bargaining unit, was a member of the Waterbury Teachers' Association (WTA), and had rights to receive a payout of sick leave under the terms of the collective bargaining agreement between the Board and WTA, shall retain his/her rights to payment of unused WTA sick leave upon death or retirement. Such employee's sick leave accrual shall be subject to the same limitations and calculations applicable to employees described in Section 2(b) above, except that his/her accrual for payout purposes, when combined with any days accrued as a member of the bargaining unit, cannot exceed 180 days. For purposes of computing the value of accumulated sick days under the formula prescribed in Section 2(b) above, such employee's annual base salary as of June 30, 2001 shall be the salary applicable to the position and corresponding step into which he/she was hired into the bargaining unit, as of June 30, 2001.
- ¶134. For the purpose of this Section, the phrase "retirement" shall mean the retirement of the employee pursuant to the City of Waterbury Retirement System and/or the State of Connecticut State Teachers' Retirement System, but shall not include any employee terminated because of insubordination, moral misconduct, or other intentional wrongdoing.
- ¶135. Notwithstanding any provision to the contrary, any administrator entitled to receive a payment for accumulated sick leave shall receive such payment beginning August 1 immediately after their retirement, if and only if, the administrator provides written notice of his/her intent to retire in September of the school year during which he/she intends to retire. If the administrator fails to provide such notice prior to the end of September, he/she shall become eligible to receive payment for accumulated sick leave to which he/she is entitled commencing with the thirteenth month following his/her written notice to retire.
- ¶136. The Administrator will receive his/her accumulated sick leave in three (3) equal annual installments provided that no such payment is less than \$10,000 per year, or in annual payments of \$10,000 until completely paid. The City reserves the right, in its discretion, to accelerate payment.
- ¶137. **Section 3.** For the purpose of Division A of this Article, sick leave is defined as follows: (a) the absence from work because of non service connected illness or injury; (b) absence from work for medical or dental treatment which cannot be scheduled during the employee's nonworking hours; or (c) the illness or injury of a member of the employee's immediate family (defined as spouse, child, stepchild, parent, stepparent, or any family relation domiciled with an employee as a member of his/her family who is listed as a dependent for income tax purposes) that requires the employee's personal care and attention. Sick leave under subsection (c) above shall be subject to an absolute maximum of five (5) sick days in any work year. Sick leave shall be granted without loss of the employee's normal pay (for the workday or portion thereof involved), to the extent of the employee's sick leave eligibility as hereinafter prescribed. The sick leave eligibility shall



be fifteen (15) working days for each work year.

- ¶138. **Section 4.** In the event of absence of an administrator for illness in excess of three (3) consecutive working days or a pattern of days absence occurs, the Superintendent may, if he/she has reasonable cause to believe there is an abuse of sick leave policy, require an examination by a mutually agreed physician, providing such examination is at the Board's expense.
- ¶139. **Section 5.** Whenever an administrator has exhausted his/her sick leave, or whenever special or unusual conditions exist, he/she may request the Superintendent for an extension of unpaid sick leave, which may be granted by the Board which shall review all such applications. In determining whether such request should be granted, the Board will consider all factors, such as, but not limited to, length of service and previous sick leave. The provisions of this Section shall not be subject to the grievance or arbitration provisions of this Agreement.
- ¶140. **Section 6.** Any member of the City of Waterbury administrative or teaching staff shall be permitted to contribute days from his/her sick leave accumulation to administrators who suffer prolonged illness and whose paid leave accumulation has been exhausted (including sick, personal, and vacation leave). The S.A.W. shall notify the staff when an individual administrator has exhausted his/her paid leave. A "Sign-Up" sheet shall be provided in the Superintendent's Office for the purpose of donating day(s) to the affected administrator. Individuals may donate up to twenty (20) days per academic year. Additional days may be donated with Board approval. Donated days which are not used by the affected administrator shall be returned to the donor(s).
- ¶141. **B. Sabbatical Leave**
- ¶142. Desiring to reward professional performance and encourage independent research and achievement, upon recommendation by the Superintendent and approval of the Board, a sabbatical leave shall be granted for approved scholarly programs, whether or not carried on in an academic institution, when the following conditions are met:
- ¶143. **Section 1.** No more than three percent (3%) of the administrator staff shall be absent on sabbatical leave at one time.
- ¶144. **Section 2.** The administrator's written application for sabbatical leave is received by the Superintendent, no later than March 31st of the year preceding the school year for which the sabbatical leave is requested. Such application must include a statement of the nature of the course of study to be pursued and the benefits to be derived from such course of study by the Waterbury System. In emergency situations the March 31st filing date may be waived by the Superintendent. An Administrator receiving such leave privilege would continue to receive benefits that he/she would have received had he/she not been on such leave.
- ¶145. **Section 3.** The Administrator has completed at least seven (7) consecutive full school years of service in the Waterbury School System and at least seven (7) consecutive full years of service in the Waterbury School System since his/her last sabbatical leave. Such time limits may be waived by the Board for exceptional circumstances.

- ¶146. **Section 4.** Prior to the granting of the application by the Board, the Board and the Superintendent must determine that the proposed course of study will constitute, upon the return of the Administrator from such leave, a present significant benefit to the Waterbury School System. In making such determination, the Board and the Superintendent shall examine the following factors: The nature of the course of study; the academic institution involved, if any; the instructors or mentors involved, if applicable; the present and future needs of and the educational priorities of the system; and the educational background of the applicant.
- ¶147. **Section 5.** Administrators on sabbatical leave shall be paid at the rate of seventy-five percent (75%) of his/her annual salary rate, provided that his/her total pay (that received from the City of Waterbury and that received by the result of any program grant) shall not exceed the Administrator's full annual salary rate.
- ¶148. **Section 6.** During a sabbatical leave, administrators are eligible for continuation of health benefits subject to payment of 102% of the total cost of such coverage.
- ¶149. **Section 7.** Accrued benefits shall not be accumulated during a sabbatical leave.
- ¶150. **Section 8.** Any Administrator granted such sabbatical leave shall agree, by formal written agreement, incorporating the provisions of this Sub-Part B of this Article, to return to his/her employment in Waterbury for two (2) full school years subsequent to the conclusion of such sabbatical leave. The Administrator shall have the right to have S.A.W. review the said written agreement. In the event such Administrator does not return to the Waterbury School System, such Administrator shall be liable to the City of Waterbury in the amount of all the money received from the City of Waterbury (per the provisions of Section 5 hereof) as liquidated damages for his/her failure to abide by the aforesaid formal written agreement. Upon the Administrator's return to the Waterbury School System from sabbatical leave, he/she shall receive the same salary, as per the terms of this Agreement, as though he/she had not been on such sabbatical leave. In the event that the failure of the Administrator to complete two (2) full school years of service upon return from sabbatical leave is due to the Administrator's permanent total disability or his/her death, then his/her estate shall not be liable for the prorated liquidated damages hereinafter prescribed. If, upon the Administrator's return to the Waterbury School System, he/she does not complete two (2) full years, then he/she shall be liable for damages in accordance with the following formula:

$$\frac{360 \text{ less number of work days completed upon return}}{360}$$

Multiplied by the amount of money received from the City while on sabbatical leave

- ¶151. **Section 9.** Payment to Administrators on sabbatical leave shall be made in accordance with the method of payment prescribed by Article IV hereof. The mailing of the paychecks to the Administrator on sabbatical leave shall be in self-addressed, postage prepaid envelopes provided by the Administrator.
- ¶152. **Section 10.** The provisions of Article VIII Part B shall not be subject to the grievance

procedure.

¶153. **C. Military Leave**

¶154. **Section 1.** Administrators shall be granted military leave in accordance with applicable state and federal law.

¶155. (a) Proof from the Branch of Service must be submitted to the Superintendent specifying that such service cannot be rendered at any other time. A statement of Military Orders shall be submitted by the employee to the Superintendent as soon as such are available.

¶156. **D. Personal Leave**

¶157. **Section 1.**

¶158. Each Administrator shall be entitled to three (3) personal days per year, which may not be carried over from year to year. Personal days shall be used to attend to matters that cannot be handled after the ordinary workday. Personal days may not be granted on days immediately before or after school holidays or vacations except in the absolute discretion of the Superintendent.

¶159. Written application for such leave shall be made to the Superintendent, on a form supplied by the Superintendent, as far in advance as practicable and at least seventy-two (72) hours in advance, except in cases of emergency. In the emergency situation, the Administrator, when notifying the Superintendent's Office that he/she will not be reporting on the date in question, shall state that the reason for not reporting is "personal day - emergency" and shall thereafter file a written application for such leave within two (2) school days subsequent to the day that he/she returns to work.

¶160. **E. Funeral Leave**

¶161. **Section 1.** In each instance encountered, each employee shall be granted leave without loss of pay, to be called Funeral Leave, in the event of a death in his/her immediate family. Such leave shall be taken between the day of death and day of burial, except that in no event shall such leave be more than three (3) work days commencing with the day of death. For the purpose of this section, the phrase "immediate family" shall include the following: spouse, child, mother, father, grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister, brother, brother-in-law, sister-in-law, step parents, step children, or any foster parent/child or any relative domiciled in the employee's household.

¶162. In the case of an aunt, uncle, niece, nephew, former legal guardian, foster parents/children (except those domiciled in the employee's home who shall be considered immediate family) of the employee, one (1) day of funeral leave with pay, if necessary to attend the funeral of such relative shall be granted to the employee. For purposes of the preceding sentence, the words "aunt" and "uncle" shall include, within their meaning, the spouse of a blood related aunt or uncle.

¶163. In no event shall employees be paid funeral leave for days upon which they are not scheduled to work.

¶164. If a death should occur in the "immediate family" outside of the State, an employee may use up to three (3) personal days in addition to the above. If personal days have been exhausted, the employee may use up to three (3) sick days.

¶165. The Board has the right to require documentation in order to determine eligibility for funeral leave.

¶166. **F. Legal Leave**

¶167. An employee shall be given leave without loss of pay when performing jury duty, or when subpoenaed by a legally enforceable subpoena, to appear before a court, public body, or before a commission in connection with City business, provided the employee is not the Plaintiff. In the case of jury duty, the amount of the statutory juror's fee received by the employee shall be deducted from the pay due from the Board.

¶168. **.G. Childbearing Leave**

¶169. **Section 1.** The Board shall comply with all applicable state and/or federal laws regarding maternity leave.

¶170. **H. Special Leave**

¶171. Any Administrator may, upon written request to the Superintendent, and with the approval of the Superintendent and Board, be granted an unpaid leave of absence for the following reasons: professional improvement when the Administrator is not eligible for sabbatical leave; employment as an Administrator at a United States Military installation abroad; or any other activity which would, in the opinion of the Superintendent, redound to the future benefits of the Waterbury School System.

¶172. All benefits to which the Administrator is entitled at the time of such absence including unused accumulated sick leave, city pension rights, and so on, shall be restored upon his/her return to the status as of the date of the commencement of such absence. He/She will be assigned to the position he/she held at the time said leave began, if possible, or to a substantially equivalent position. Request for such leave must be received no later than April 30 of the year preceding the school year for which the leave is requested. In case of emergency, the above date (April 30) may be waived with the permission of the Superintendent and/or the Board.

¶173. **I. Family Medical Leave Act Leave**

¶174. Eligible Administrators shall be granted leave in accordance with the federal Family Medical Leave Act.

**ARTICLE IX**

## ADMINISTRATOR PROTECTION AND ACCOUNTABILITY

- ¶175. **Section 1.** Administrators shall forthwith report to their immediate superior, and shall confirm in writing as soon as practicable, all cases of assault suffered by them in connection with their employment.
- ¶176. **Section 2.** Such report shall be forwarded by the superior to the Superintendent of Schools, who shall then forward it to the Board.
- ¶177. **Section 3.** The Board shall comply with any reasonable request from the Administrator for information in its possession which relates to the incident or persons involved.
- ¶178. **Section 4.** If criminal proceedings are brought against an Administrator, alleging that he/she committed an assault in connection with his/her employment, the Board shall, upon request from the Administrator, retain legal counsel acceptable to both parties, to defend him/her in such criminal proceedings. However, if the Administrator pleads guilty to the original criminal charges of assault, or if he/she is found guilty of the original criminal charges of assault by the Court or by a jury, which finding is not overturned on appeal, then the cost of the legal counsel must be borne, and paid for in full, by the Administrator.
- ¶179. **Section 4(a).** Administrators shall be entitled to the protections provided pursuant to Conn. Gen. Stat. § 10-235.
- ¶180. **Section 5.** Whenever an administrator is absent from school as a result of personal injury caused by an accident or an assault, arising out of, and in the course of, his/her employment, compensable under the Workers' Compensation Law, he/she shall be paid, in addition to his/her compensation payment, an amount which, joined with the compensation payment, will equal his/her full salary for a period of such absence. When allowed by law, the amount added to the administrator's compensation payment shall be deducted on a prorata basis from his/her annual and/or accumulative sick leave, and the additional payment shall cease upon exhaustion of the administrator's annual and accumulative sick leave. Under no circumstances shall an administrator absent from school receive total compensation greater than his/her net pay when he/she is not on leave.
- ¶181. **Section 6.** Any professionally related activity within the work day and any activity beyond the work day which is approved by the Superintendent or the Deputy Superintendent shall be considered to be within the provisions of Section 10-235 of the Connecticut General Statutes, revision of 1958, as amended. This section shall in no way be construed to limit the applicability of the provisions of the said Section 10-235 of the Connecticut General Statutes.
- ¶182. **Section 7.** When an employee is attacked or otherwise molested in the performance of his/her duty, said injured employee shall immediately advise the Superintendent of the incident. If the said employee swears out a warrant against the alleged assailant, the said employee will be entitled to receive investigative support from the City in any consequent prosecution. Such support may consist of, but is not necessarily restricted to, disclosure of departmental records regarding any student or employee of the school

department reported to it as the perpetrator of such assault and the results of any departmental investigation performed as a result of such report.

- ¶183. **Section 8.** In the event that an Administrator is called upon to meet with the Superintendent (and/or the Administrator's immediate supervisor) for the purpose of discussing the possibilities of being formally reprimanded or disciplined, the Administrator shall be given 24 hours prior notice except in extraordinary and/or emergency circumstances. S.A.W. representation shall be accorded to the Administrator if he/she requests such representation. The Superintendent or administrator requesting the meeting shall immediately confirm the reason for the meeting and the basis of the discussion. Such statement of confirmation shall be signed by the Administrator and the Superintendent of Schools; the signing by the Administrator is a statement acknowledging the fact of the meeting and not a statement of concurrence by the Administrator; as to any matters of notation within his/her record or discipline of him/her resulting from said meeting.

¶184. **Section 9. Administrator Accountability**

Administrators are responsible for the supervision of teachers in their building or department. This includes the scheduling and monitoring of student and teachers day, conducting timely teacher evaluations in accordance with Board policy so as to ensure District compliance with Connecticut General Statutes Section 10-151b, enforcing contractual and other educational requirements. Administrators will also cooperate with new educational initiatives implemented by the Board.

- ¶185. **Section 10.** No Administrator shall be disciplined (exclusive of termination, which is controlled by section 10-151 of the Connecticut General Statutes), denied an increment be reduced in status or pay (except as part of a reduction in force, pursuant to Article VII, Section 8), without just cause.

## **ARTICLE X LONGEVITY**

- ¶186. **Section 1.** It is understood that longevity payments are included in the salary schedule and will no longer be paid.

## **ARTICLE XI ADMINISTRATIVE WORK LOAD**

- ¶187. **Section 1.** It is understood that the proper staffing for administrative positions is the responsibility of the Board. However, if requested, a committee from the Board, appointed by the President of the Board will meet with a delegation from S.A.W. to review any staffing or work load problems that can be documented. The committee may make recommendations to the Board as a whole which will review such recommendations.

## **ARTICLE XII**

## **ADMINISTRATOR EXTRACURRICULAR ACTIVITIES**

- ¶188. **Section 1.** The Board shall reimburse any employee for any clothing or other personal property damaged or destroyed as a result of an activity or event which occurred during the course of his/her employment, or in aiding persons duly authorized to be at any regular or special school function at the time of the incident.
- ¶189. **Section 2.** The Board agrees that no employee who is required by the Board to collect money in connection with Board approved fund raising activities shall be responsible in the event of theft of the money, provided the employee takes reasonable precautions to guard against the theft.
- ¶190. **Section 3.** No member of S.A.W. shall be required to transport pupils and/or pupils' equipment in a S.A.W. member's private vehicle. However, in light of the professional conscience of S.A.W. members, the Board will agree that if a S.A.W. member volunteers to perform this function and if an accident occurs, then the alleged negligence of the employee shall be considered to have arisen out of, and in the course of, his/her employment with the Board.

## **ARTICLE XIII MISCELLANEOUS**

- ¶191. **Section 1. School Calendar**
- ¶192. The Superintendent shall compile the school calendar for students, exclusive of storm and emergency days, and shall discuss said calendar with designated members of S.A.W. at least five (5) days prior to forwarding the calendar to the Board for approval. For K-5 Principals two days from their defined work year may be scheduled in mid August. These days will be mutually agreed upon by S.A.W., the Board or its designee and the K-5 Principals.
- ¶193. **Section 2.** Each Administrator below who uses his/her automobile in the performance of his/her duties shall be reimbursed as per the current IRS rate.
- ¶194. **Section 3.** Each Administrator who receives mileage reimbursement shall transmit to the Superintendent's Office proof of insurance covering the said private automobile indicating the name of the insurance company and agent, and amounts of coverage automobile liability insurance on his/her private automobile in the amount of at least \$100,000 per person and \$300,000 per occurrence for bodily injuries and in the amount of at least \$20,000 for property damage liability per occurrence or a combined single limit of \$300,000, the effective date of the policy and the termination date thereof. Failure of the employee to transmit said proof of insurance to the Superintendent's Office within thirty (30) calendar days of the date that he/she is authorized to receive mileage reimbursement or within thirty (30) calendar days of the renewal date of the underlying liability insurance policy shall be grounds for the Superintendent to terminate any right to reimbursement claimed and pending.
- ¶195. As a condition of employment, employees receiving mileage reimbursement shall be subject to annual motor vehicle background checks and shall maintain valid operating licenses at all times. Said employees shall execute all required authorizations necessary for the Board to conduct such motor vehicle background checks.

- ¶196. **Section 4.** If any provision of this Agreement is or shall be at any time determined to be contrary to law by a court of competent jurisdiction or contrary to the regulations of Connecticut State Department of Education by a court or by said Department, such provision shall be of no binding effect and shall not be applicable or performed except to the extent permitted by law. All other provisions of this Agreement, however, shall remain in full force and effect.
- ¶197. **Section 5. (a)** The parties recognize that the Board retains all rights it had prior to the signing of this Agreement, except as such rights, whether exercised or not, have been specifically relinquished or abridged in this Agreement.
- ¶198. (b) The parties further recognize that if any provision of this Agreement is contrary to a specific practice existing prior to the date of execution of this Agreement, then the provision of this Agreement shall prevail.
- ¶199. (c) This Agreement represents the complete and full understanding of the parties with respect to rates of pay, wages, hours of employment and other conditions of employment which shall prevail during the term hereof and any matters or subjects not covered herein covered have been satisfactorily adjusted, compromised or waived by the parties for the life of this Agreement.
- ¶200. **Section 6.** This Agreement constitutes the sole and complete Agreement between the parties and the provisions of this Agreement shall prevail and govern over any express contrary Board ruling or administrative regulation. This Agreement may be amended only by a written agreement similarly executed by the parties hereto.
- ¶201. **Section 7.** Continuing and effective from July 1, 1983, an "Emergency Expenditure Fund" has been established in each "school" to be administered by its Chief Administrator. During the months of October and February of each school year, the Board shall issue drafts payable to the Emergency Expenditure Fund checking account of each "school" in the amount of one-half (1/2) of the total amount due that "school's" fund as per the provisions of this section. The amount due to the fund in each school year shall be based on the rate of fifty cents (\$.50) per pupil for each school year based on the enrollment for that "school" as of that school year. The use of this fund shall be for such purposes as the purchase of special learning materials, consumables such as test tubes and batteries, special subscriptions, supplementary recreational needs, and pupil emergency materials. Appropriate accounting of the expenditures from the fund shall be maintained by the principal in accordance with the guidelines established by the Superintendent and the Board and issued to the principals within the system.
- ¶202. **Section 8.** Should an Administrator complain in writing that his/her work required him/her to be in unsafe or unhealthy situations, or in violation of acceptable safety rules, the matter shall be considered immediately by his/her immediate superior who shall report said complaint in writing immediately to the Superintendent and the Board.

#### ARTICLE XIV



## GRIEVANCE PROCEDURE

¶203. **Section 1. Definitions.**

¶204. A. A grievance is hereby defined as follows:

¶205. 1. A claim by either an employee or a group of employees, S.A.W., or the Board that there has been an alleged violation, misinterpretation, or misapplication of a specific provision or group of provisions of this Agreement, or condition affecting the employee's health and safety, or that there has been a failure to follow the established procedures of the school district's evaluation and support program.

¶206. 2. An employee complaint or a complaint by S.A.W. concerning disciplinary action inflicted upon an employee shall be processed in accordance with the provisions of this Article.

¶207. B. Whenever the term "days" is used in this Article, such term shall mean regularly scheduled school days.

¶208. **Section 2.** All grievances shall be processed in the following manner:

¶209. A. **Employee Grievances**

¶210. Stage 1. (Informal)

¶211. The employee and a S.A.W. representative (if the employee so desires) shall discuss the grievance informally with the school official serving as the employee's immediate administrative superior. While the aforementioned discussion is mandatory, it shall have no effect on the running of the time limit of thirty (30) school days set forth in Stage 2, Level 1, below within which a written grievance must be submitted to the employee's immediate administrative superior. Therefore, in the event it becomes apparent to the employee that the aforementioned discussion will not be held or completed within said thirty (30) day period, it is incumbent upon the employee to submit the written grievance to his/her immediate administrative superior in accordance with the provision of Stage 2, Level 1, below.

¶212. Stage 2. (Formal)

¶213. **Level 1.** In the event a grievance is not satisfactorily resolved as a result of the informal discussion held pursuant to Stage 1 above, the employee shall reduce the grievance to writing, setting forth a statement as to the grounds for the grievance and the Article and Section of this Agreement alleged to have been violated, and shall within thirty (30) school days after the occurrence giving rise to the grievance, submit the written grievance to his/her immediate administrative superior. The immediate administrative superior may request another meeting to discuss the grievance with the employee and a S.A.W. representative which they must attend, but in any event must answer the grievance in writing with copies to the employee and S.A.W. within seven (7) school days following receipt of the written grievance.

- ¶214. **Level 2.** In the event the grievance is not satisfactorily resolved as a result of the submission required by Level 1 above, the employee, by himself/herself or through S.A.W., may appeal the decision rendered on the grievance by his/her immediate administrative supervisor to the Superintendent, or his/her designee, provided said appeal is received by the Superintendent, or his/her designee, within seven (7) days following the date upon which the employee's immediate administrative superior answered the grievance. Within seven (7) school days following timely receipt of an appeal filed pursuant to this Level 2, the Superintendent, or his/her designee, and/or his/her representative shall meet with the employee and a S.A.W. representative for the purpose of hearing the appeal and shall within (7) school days following the date upon which said meeting is held, render his/her decision in writing, sending copies to the employee and S.A.W.
- ¶215. **Level 3.** In the event the grievance is not satisfactorily resolved as a result of the decision rendered by the Superintendent in Level 2 above, the employee, by himself/herself or through the Unit, may appeal said decision to the Board, provided said appeal shall be filed with the Clerk of the Board in writing, setting forth the basis for the appeal, within seven (7) school days following the receipt of the Superintendent's decision. Within sixteen (16) school days after receipt of a timely appeal made pursuant to this Level 3, the Board shall cause a hearing to be held with the employee and S.A.W. with respect to said appeal and shall, within seven (7) school days following a hearing, render a decision in writing with copies to the employee and S.A.W.
- ¶216. **Level 4.** In the event the grievance is not resolved as a result of the procedures of Level 3 above, S.A.W. may submit the grievance to the American Arbitration Association (the "AAA") or the Alternative Dispute Resolution Center (the "ADRC") in writing for binding arbitration in accordance with the rules and regulations of each particular forum no later than seven (7) school days following the receipt of the Board's decision pursuant to Level 3 above or the expiration of the time limits for making such a decision, whichever shall occur first. Copies of the submission to the AAA or ADRC must be sent to the Superintendent and Board. Fees and expenses of the Arbitrator shall be borne equally (1/2 each) by the Board and by S.A.W.
- ¶217. **B. S.A.W. Grievances**
- ¶218. S.A.W. may file grievances at Level 2 set forth above, provided each grievance must be in writing and sent to the non-grieving party no later than thirty (30) school days following the occurrence giving rise to the grievance.
- ¶219. **Section 3.** The preparation and processing of grievances shall be conducted after hours of employment. All reasonable efforts will be made to avoid involvement of students in any phase of the grievance procedure.
- ¶220. **Section 4.** S.A.W. will receive prior notice of the time and place of any formal meetings held hereunder.
- ¶221. **Section 5.** Nothing in this Agreement shall be construed as compelling S.A.W. to submit

a grievance to arbitration.

- ¶222. **Section 6.** The procedure hereby established in this Article shall be the sole remedy for grievances under this Agreement.
- ¶223. **Section 7.** All grievances shall include the name and position of the grievant, the identity of the provision of this Agreement involved in the said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
- ¶224. **Section 8.** The Arbitrator shall hear and decide only one grievance in each case. He/She shall be bound by, and must comply with, all the terms of this Agreement. He/She shall have no powers to add to, delete from, or modify in any way, any of the provisions of this Agreement. The decision of the Arbitrator shall be final and binding upon both parties and all employees, except that neither the Arbitrator nor his/her award shall usurp the statutory authority of the Board.
- ¶225. **Section 9. Meetings**
- ¶226. A. Meetings held under this procedure shall generally be conducted on non-school time at a place which will afford a fair and reasonable opportunity for all persons proper to be present. Persons proper to be present for the purpose of this Article are defined as the aggrieved person, the appropriate S.A.W. and Board representatives, and witnesses. S.A.W. and Board counsel shall be permitted at Level 3 and 4. If at the option of the Superintendent or the Board, hearings are held during school hours, persons proper to be present shall be excused without pay loss.
- ¶227. B. The S.A.W. unit may, if it so desires, call upon the professional services of an affiliate unit or other resource services for consultation and assistance at any stage of the procedure.
- ¶228. C. When, pursuant to the Grievance Procedure prescribed by this Article, S.A.W. considers that it is necessary to investigate an alleged grievance during school hours, then, with the permission of the Superintendent (which permission shall not be unreasonably or arbitrarily withheld) a representative of S.A.W. designated by the Executive Committee of S.A.W. shall be released for one (1) school day without loss of pay, to investigate the alleged grievance.
- ¶229. **Section 10.** Copies of any grievances, or answers thereto, shall be sent to the grievant, S.A.W. and the Board.
- ¶230. **Section 11.** In the event a grievance is filed between June 1 and the end of the school year, the time limits of the Grievance Procedure shall be accelerated so that the grievance shall be processed through Level 3 by August 15. If such expedited procedure is not possible, the parties shall waive the time limits herein and establish new time limits for processing of each such grievance and such agreement shall be reduced to writing and

signed by the parties so that there will be a resolution of such grievances through Level 3 by the succeeding Labor Day.

- ¶231. **Section 12.** In the event that any grievance is adjusted in Stage 1 of this Grievance procedure while such adjustment shall be binding upon the aggrieved party, and shall, in all respects be final, said adjustments shall not create a precedent or ruling binding upon either of the parties to this Agreement in future proceedings.
- ¶232. **Section 13.** Neither the Board nor S.A.W. shall discriminate against or otherwise coerce any employee or individual who is involved in the processing, or the refusal to process a grievance hereunder, provided that S.A.W. shall not be required to process a grievance for any employee or represent him/her during the processing of his/her own grievance.
- ¶233. **Section 14.** The aggrieved Administrator may be represented at Levels 2 and 3 of the formal grievance procedure by a person of his/her own choosing, except that he/she may not be represented by a representative, or by an officer, of any Administrator organization other than S.A.W. When an Administrator is not represented by S.A.W., S.A.W. shall have the right to be present and to state its views at all stages of the Grievance Procedure.
- ¶234. **Section 15.** Present grievance forms shall be continued in use. Forms for filing and processing grievances and other necessary documents shall be prepared by the Superintendent with the approval of S.A.W. and made available through S.A.W. so as to facilitate operation of the Grievance Procedure.
- ¶235. **Section 16.** Any grievance not filed or processed by the grieving party in accordance with the time periods set forth above shall be deemed to be resolved and shall not be subject to further processing or to arbitration. If the Board fails to respond to a grievance in a timely fashion, the grievance shall be deemed to be denied at that particular step and the grieving party may proceed to the next step in accordance with its provisions. Prior to the expiration of any time period, the parties may mutually agree, in writing, to extend the time period.

## **ARTICLE XV INSURANCE**

- ¶236. **Section 1.** The City of Waterbury shall provide and continue in full force and effect the insurance programs described below:
- ¶237. Each employee shall be eligible to enroll in the following healthcare options effective the first of the month following date of hire and during designated open enrollment periods.
- ¶238. 1. The OAP Plan with the following co-payments:
- \$30 for all office visits
  - \$50 for urgent care
  - \$100 for emergency room
  - \$400 for outpatient surgery
  - \$800 inpatient hospitalization

¶239. There is unlimited lifetime maximum benefit for in-network providers.

¶240. For out-of-network services, there shall be an annual deductible of \$400/\$800/\$1,200 for individual, two person, and family coverage with subsequent coinsurance of 30% on covered expenses of up to \$4,000/\$8,000/\$12,000 respectively for individual, two person, and family coverage. The maximum "out-of-pocket" expense associated with the out-of-network cost share is \$1,600/\$3,200/\$4,800 for individual, two person, and family coverage respectively. If a non-network provider is used, the employee or dependent may be subject to balance billing above and beyond the allowable maximums. There is an unlimited lifetime maximum benefit for in-network providers.

¶241.

¶242. 2. **Effective July 1, 2015, High Deductible Health Plan: \$1500/\$3000 High Deductible Health Plan with a Health Savings Account (HDHP-HSA or HDHP). Effective July 1, 2016, \$2000/\$4000 High Deductible Health Plan with a Health Savings Account (HDHP-HSA).**

¶243. **Health Saving Account Funding: The employer shall fund at the beginning of the plan year the employee's HSA in the following amounts:**

- a. **During the first plan year all employees enrolled in the HDHP, the City will fund sixty percent (60%) of the deductible into a Health Savings Account. Said funding shall begin at the commencement of the Plan.**
- b. **Effective the second plan year, the City will fund fifty percent (50%) of the deductible into the HSA. Said funding shall be paid quarterly.**

**Health Reimbursement Account: A Health Reimbursement Account ("HRA") shall be made available for any administrator who is precluded from participating in a Health Savings Account ("HSA") because the administrator receives Medicare and/or veterans' benefits. The annual maximum reimbursement by the Board for administrators participating in the HRA shall not exceed the dollar amount of the Board's annual HSA contribution for administrators enrolled in the HSA.**

¶244. **Prescription Drug Benefits**

¶245. 1. Employees who enroll in the OAP or the **HDHP** will also be enrolled in the City's integrated prescription drug program with co-payments of \$10 for generic drugs, \$30 for listed brand name drugs, and \$45 for non-listed brand name drugs, and required generic substitution, for a 30-day supply. Mail order co-payments for a 90-day supply of maintenance medications are twice the co-pay for a 30-day supply.

¶246. If a plan participant uses a non-participating pharmacy, the claim is subject to the out-of-network deductible and then the plan reimburses the participant at 70%.

¶247. **Dental Plan**

¶248. Employees who enroll in one of the medical plans made available shall have the option to enroll in the dental coverage that is associated with each specific health plan. The dental coverage associated with the above referenced medical plans is the Delta Dental Plan. The following shall apply to this plan:

- 100% coverage for preventive services and 50% coverage for basic services.
- A deductible of \$50, \$100, or \$150 respectively shall apply for individual, two person, or family coverage.
- A calendar year maximum of \$1,000 per participant.

¶249. Dental coverage may not be elected independent of the City's medical coverages.

¶250. **Premium Cost Sharing**

¶251. Employee premium cost sharing (based on a City-wide experience rate) shall be by payroll deduction and shall be as follows:

¶252. a. Medical. Each employee shall pay the following portion of the premium or premium equivalent for the above medical plans for the coverage of the employee and their eligible dependents. For the purposes of the benefit plans set forth in this Article, "eligible dependent" shall be a spouse or child who meets the criteria set forth in the insurance carrier's plan description. Any employee who receives benefits for dependents who do not meet the requirements of Section 152 of the Internal Revenue Code shall be solely responsible for any resulting taxes and related charges, and shall hold the City harmless from any costs in connection with the provision of such benefits.

HDHP: 20% of the premium equivalent.

OAP Plan: The HDHP employee premium cost share plus the dollar difference between the full premium amounts for the OAP and the HDHP.¶253. b. Prescription. Each employee who is enrolled in the prescription plan shall pay 25% of the premium or premium equivalent.

¶254. c. Dental. Each employee who is enrolled in the dental plan shall pay 25% of the premium cost share or premium equivalent.

¶255. The City shall provide a premium cost sharing plan on a pre-tax basis. The City shall also establish such plan(s) as are required to allow employees to elect participation in:

¶256. i. A flexible spending account, with a two thousand five hundred dollar (\$2,500) per plan year limit on medical expense reimbursements to the extent permitted by law; and/or

¶257. ii. A dependent care assistance plan with a five thousand dollar (\$5,000) per plan year limit to the extent permitted by law.

- ¶258. These plans shall be established and administered in accordance with Internal Revenue Code requirements. The flexible spending account on medical expense reimbursements is not available to employees participating in the HDHP-HSA.

The City shall make a \$50.00 contribution to an employee's Flexible Spending Account or the HDHP-HSA for the employee's first time, voluntary participation in the biometric testing program.

- ¶259. If the Board received notice that the total cost of a group health plan or plans offered under this contract will trigger an excise tax under Internal Revenue Code Section 4980I, or any other local, state or federal statute or regulation, during the term of this contract, the Board and the Association will, upon request of the Board, engage in mid-term negotiations regarding the impact of such excise tax, in accordance with the Teacher Negotiation Act, Section 10-153f(e) of the Connecticut General Statutes.
- ¶260. **Section 2.** The City may elect to change insurance carrier(s)/administrator(s) during the life of this Agreement for any of the benefits specified in this Article, provided the coverage is at least comparable to the coverage in effect immediately prior to the change. "Comparable" means same overall plan design, equivalent benefit levels as to each of the major elements of the plan, and comparable value (balancing off pluses and minus) as to the remaining elements of the plan. The City agrees to give the Union reasonable notice and to discuss with the Union prior to any change in carrier(s)/administrator(s). In the event of a dispute over the interpretation or application of this Section, the Union may, within thirty (30) days after being notified of a health insurance change, request grievance arbitration without proceeding through the initial steps of the grievance procedure. The request for arbitration shall include a listing of the element or elements of the plan that the Union claims are not "comparable" to the pre-existing plan. Arbitration shall be conducted by a mutually acceptable arbitrator, or if none can be agreed upon within five (5) business days of the Union's notice of arbitration, by the Alternative Dispute Resolution Center in accordance with its rules and procedures. The costs of arbitration shall be shared equally by the parties, but at no time shall the cost to the Union exceed \$5,000. The network of providers must be seventy-five percent (75%) of the network on July 1, 2006. The following shall be excluded in determining whether a plan is "comparable": out-of-state reciprocal arrangements for non-emergency care, provided that there is at least one plan option that includes out-of-state reciprocal arrangements; claims processing; plan documents, definitions and wording.
- ¶261. **Section 3.** For purposes of the benefit plans set forth in this Article, "eligible dependent" shall be a spouse or child who meets the criteria set forth in the insurance carrier's plan description. Any employee who receives benefits for dependents who do not meet the requirements of Section 152 of the Internal Revenue Code shall be solely responsible for any resulting taxes and related charges, and shall hold the City harmless from any costs in connection with the provision of such benefits.
- ¶262. **Section 4.** Any question concerning payment of benefits pertaining to any of the aforementioned provisions shall be determined by the insuring company in accordance with the provisions of such policies.
- ¶263. **Section 5. Retiree Health Benefits.**

¶264. a. Employees hired on or after July 1, 2006.

¶265. Those employees who are participating in the City's medical insurance plan at the time of retirement who retire with a normal retirement under the Teachers' Retirement Board and who are not eligible for Medicare or medical insurance coverage from another employer at the time of retirement, shall be eligible to participate in such medical insurance plan(s) which the City provides to active bargaining unit employees, as such plans may change from time to time, and subject to the same conditions as may exist at any time for active employees, carrier permitting, provided the retiring employee pays 100% of the applicable cost of the plan, which payment shall be reduced in the amount of any subsidy received by the City or Board on behalf of such participating retiree and/or spouse or dependent pursuant to Conn. Gen. Stat. § 10-183t. Such coverage shall be provided to the retiring employee and his/her eligible spouse who was enrolled in a plan at the time of retirement and/or eligible dependents that were enrolled in a plan at the time of retirement subject to payment of 100% of the applicable cost of the plan. The retiree may not enroll any spouse or dependents after the time of retirement.

¶266. Retirees who are eligible for Medicare at the time of retirement or who become eligible for Medicare subsequent to retirement and who wish to continue to receive retiree health insurance coverage from the City must participate in Medicare Part A and Part B and shall be responsible for any premiums for Medicare A and B. The City will provide access to a Medicare supplement plan, provided the retiree pays 100% of the applicable cost of the plan. The retiree may enroll his/her eligible spouse who was enrolled in a plan at the time of retirement and/or eligible dependents that were enrolled in a plan at the time of retirement subject to payment of 100% of the applicable cost of the plan. The retiree may not enroll any spouse or dependents that were not enrolled in a plan at the time of retirement.

¶267. Should the City obtain a subsidy from the state or federal government, or any cost savings, for offering prescription drug benefits to Medicare eligible retirees and/or spouses, such subsidy or savings shall belong exclusively to the City to the extent permitted by applicable law.

¶268. b. Employees hired after June 30, 1996 but prior to July 1, 2006 and who are not eligible to participate in the City of Waterbury Pension Plan.

¶269. Those employees who are participating in the City's medical insurance plan at the time of retirement who retire with a normal retirement under the Teachers' Retirement Board and who are not eligible for Medicare or medical insurance coverage from another employer at the time of retirement, shall be eligible to participate in such medical insurance plan(s) which the City provides to active bargaining unit employees, as such plans may change from time to time, and subject to the same conditions as may exist at any time for active employees. Such coverage shall be provided to the retiring employee and his/her eligible spouse who was enrolled in a plan at the time of retirement and/or eligible dependents that were enrolled in a plan at the time of retirement subject to payment of the applicable cost of the plan. The retiree may not enroll any spouse or dependents after the time of retirement.

¶270. During the period of participation in the medical plan offered to active bargaining unit



- employees, retirees shall pay the same premium cost share as active employees are required to pay pursuant to this Agreement or any successor agreement, as such may change from time to time. Notwithstanding any provision of Conn. Gen. Stat. § 10-183t to the contrary, the applicable premium or premium equivalent cost share for the plan and level of coverage selected shall be over and above any subsidy received by the City or Board on behalf of any retiree and/or spouse or dependent pursuant to Conn. Gen. Stat. § 10-183t.
- ¶271. Retirees who are eligible for Medicare at the time of retirement or who become eligible for Medicare subsequent to retirement and who wish to continue to receive retiree health insurance coverage from the City must participate in Medicare Part A and Part B and shall be responsible for any premiums for Medicare A and B. The City will provide access to a Medicare supplement plan and the retiree shall be responsible 50% of the cost of this supplement plan. The retiree may enroll his/her eligible spouse who was enrolled in a plan at the time of retirement and/or eligible dependents that were enrolled in a plan at the time of retirement subject to payment of 50% of the applicable cost of the plan. The retiree may not enroll any spouse or dependents that were not enrolled in a plan at the time of retirement.
- ¶272. Should the City obtain a subsidy from the state or federal government, or any cost savings, for offering prescription drug benefits to Medicare eligible retirees and/or spouses, such subsidy or savings shall belong exclusively to the City to the extent permitted by applicable law.
- ¶273. c. Employees hired on or before June 30, 1996 and who are not eligible to participate in the City of Waterbury Pension Plan.
- ¶274. Those employees who are participating in the City's medical insurance plan at the time of retirement who retire with a normal retirement under the Teachers' Retirement Board and who are not eligible for Medicare or medical insurance coverage from another employer at the time of retirement, shall be eligible to participate in such medical insurance plan(s) which the City provides to active bargaining unit employees, as such plans may change from time to time, and subject to the same conditions as may exist at any time for active employees. Such coverage shall be provided to the retiring employee and his/her eligible spouse who was enrolled in a plan at the time of retirement and/or eligible dependents that were enrolled in a plan at the time of retirement subject to payment of the applicable cost of the plan. The retiree may not enroll any spouse or dependents after the time of retirement.
- ¶275. During the period of participation in the medical plan offered to active bargaining unit employees, retirees shall pay the same premium cost share as active employees are required to pay pursuant to this Agreement or any successor agreement, as such may change from time to time. Notwithstanding any provision of Conn. Gen. Stat. § 10-183t to the contrary, the applicable premium or premium equivalent cost share for the plan and level of coverage selected shall be over and above any subsidy received by the City or Board on behalf of any retiree and/or spouse or dependent pursuant to Conn. Gen. Stat. § 10-183t.
- ¶276. Retirees who are eligible for Medicare at the time of retirement or who become eligible for Medicare subsequent to retirement and who wish to continue to receive retiree health

insurance coverage from the City must participate in Medicare Part A and Part B and shall be responsible for any premiums for Medicare A and B. The City will provide access to a Medicare supplement plan and the retiree shall be responsible 20% of the cost of this supplement plan. The retiree may enroll his/her eligible spouse who was enrolled in a plan at the time of retirement and/or eligible dependents that were enrolled in a plan at the time of retirement subject to payment of 20% of the applicable cost of the plan. The retiree may not enroll any spouse or dependents that were not enrolled in a plan at the time of retirement.

- ¶277. Should the City obtain a subsidy from the state or federal government, or any cost savings, for offering prescription drug benefits to Medicare eligible retirees and/or spouses, such subsidy or savings shall belong exclusively to the City to the extent permitted by applicable law.
- ¶278. **Section 6.** For the purposes of the benefit plans set forth in this Section, "eligible dependent" shall be a spouse or child who meets the criteria set forth in the insurance carrier's plan description. Any employee who receives benefits for dependents who do not meet the requirements of Section 152 of the Internal Revenue Code shall be solely responsible for any resulting taxes and related charges, and shall hold the City harmless from any costs in connection with the provision of such benefits.
- ¶279. **Section 7.** Anything in Section 38-262h of the General Statutes, as amended, to the contrary notwithstanding, there shall be no requirement that the Board provide double coverage for an eligible dependent who is the spouse of the employee which eligible dependent is also an employee of the City or of the Board.
- ¶280. **Section 8.** For the duration of this Agreement, the City of Waterbury (through the Board) shall provide, without charge to the employee, life insurance in the face amount of two (2) times the annual base salary rounded up to the next \$1000.
- ¶281. **Section 8(a).** For the duration of this Agreement, the City of Waterbury (through the Board) shall provide, at the election of the employee without charge to the City, life insurance up to the amount provided by the City in accordance with the rules set forth in the Master Agreement with the insurance company. Deductions for the total cost of this coverage, at the group rate, shall be made by appropriate monthly deductions from the employee's pay. Such optional coverage is in addition to the coverage provided in Section 8 above.

## ARTICLE XVI ADMINISTRATOR ADVISORY COUNCIL

- ¶282. **Section 1. Recognition**
- ¶283. In accordance with the terms of S.A.W.'s constitution, an administrator's advisory council, consisting of no more than ten (10) members and S.A.W.'s Executive Committee, will have been formed prior to the effective date of this contract. During the life of this Agreement, this administrator's advisory council shall meet, to the extent feasible, once every month with the Superintendent of Schools to discuss operations and policies.

**ARTICLE XVII**  
**SUMMER SCHOOL PROGRAM - REMUNERATION AND SELECTION**

- ¶284. **Section 1.** The Board recognizes S.A.W. as the duly authorized representative of administrators, and supervisors positions created and/or utilized by the Board during the summer hiatus following the close of one "regular school work year" and the opening of the next regular school work year for purposes of negotiating salary and conditions of employment for the bargaining unit employees who are for such term of "Summer Employment" assigned to administer and/or supervise any Board Summer School Program. S.A.W. bargaining unit members shall have priority for such summer administrator position. If no qualified member of the bargaining unit is available, the Board may offer such a position to someone outside of the unit. A 10-month administrator participating in a summer school program shall be compensated at the rate of \$38 per hour. In cases where advance planning for the summer school program is required, a mutually agreed allowance for not less than ten (10) nor more than twenty-five (25) hours of preparation shall be paid to the designated Summer School Program Coordinator.
- ¶285. **Section 2.** State Certificated Administrators in the Waterbury School System shall be given priority in filling summer school administrative assignments (in a summer program described in Section 1 hereof) similar to their regular administrative assignments provided they are qualified to fill the said summer school administrative assignments and provided further that such priority is not inconsistent with the requirements of that particular summer program.
- ¶286. **Section 3.** Administrators for the said summer programs shall be selected on the basis of their qualifications for the particular program. Where two (2) or more Administrators are equally qualified for an administrative position in a summer program, selection shall be based first upon seniority (as a teacher or Administrator) in that summer program and second upon the respective City-Wide Administrator seniority in the Waterbury School System.
- ¶287. **Section 4.** Appointments to any vacant position in a summer program shall be made within fifteen (15) days following any vacancy.

**ARTICLE XVIII**  
**CURRICULUM**

- ¶288. **Section 1.** Each curriculum committee appointed by the Superintendent or his/her designee shall include a Principal or Assistant Principal and a Supervisor.
- ¶289. **Section 2.** Any proposed changes in duties of personnel, curriculum, instructional materials, or innovations pertinent to the introduction of special programs, shall be discussed with the Principals and Supervisors by the Superintendent of Schools.
- ¶290. **Section 3.** Any curriculum changes which may result in the addition to or deletion of

present programs shall be discussed by the Superintendent of Schools with the appropriate Principals, and Supervisors.

## **ARTICLE XIX ADMINISTRATOR'S RIGHTS - PERSONNEL FILE**

- ¶291. **Section 1.** No allegation by a school official or fellow employee alleging materials, derogatory or otherwise, to an Administrator's conduct, scruples, character or personality shall be placed in the Administrator's file unless the Administrator has had an opportunity to read such material. The Administrator shall acknowledge that he/she had an opportunity to read the material by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with its content.
- ¶292. **Section 2.** Any complaint by a parent of a student, or by any other person (other than a school official or fellow employee), directed against an Administrator (which complaint is deemed serious enough by the Administration to become a matter of formal record) shall be promptly called to the Administrator's attention. No such complaint shall become a matter of formal record unless it is in written form, signed by the complainant. Administrators are entitled to know the identity or source of all such formal record complaints and in addition, if the Administrator so requests, he/she may copy such formal record complaint. The Administrator shall acknowledge that he/she has read such complaint by affixing his/her signature on a copy thereof which is made a matter of formal record with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with its contents. The complained against Administrator shall have the opportunity to add any material he/she wishes (by way of reply or refutation) to the formal record. If the complaint (alleging noncriminal conduct) becomes a matter of formal record and if the Administrator so requests, the Board shall conduct a hearing on same; and, if the Administrator is exonerated, the complaint shall be erased from his/her file. The complained against Administrator shall have every right to S.A.W. representation, if he/she so chooses, and/or counsel of his/her choice.

## **ARTICLE XX PARKING FACILITIES**

- ¶293. The Board and the Superintendent shall attempt to make suitable reserved parking areas available to Administrators on or near the school property where they are assigned.

## **ARTICLE XXI S.A.W. PRIVILEGES**

- ¶294. **Section 1.** After the close of school on school days, S.A.W. shall have the right to use designated areas in school buildings for meetings of Administrators, provided that there is no interference with any scheduled school activities. The use of such designated areas shall be arranged with the Principal in advance. All requests for building use shall conform to Board rules and regulations.
- ¶295. **Section 2.** S.A.W. may distribute material dealing with meetings, notices and official

matters of S.A.W. to persons covered by this Agreement. Indiscriminate circulating of material or handing out of material will not be allowed.

- ¶296. **Section 3.** The Board and S.A.W. shall comply with any reasonable request by the other party for available information (excluding confidential personal records) possessed by the other party which is relevant to the negotiation by S.A.W. and the Board of a successor agreement.
- ¶297. **Section 4.** The Board shall also provide S.A.W. with a copy of the official minutes of public Board meetings at the time that the Clerk of the Board distributes these minutes to Board members.
- ¶298. **Section 5.** The practice of allowing a reasonable amount of time off with pay to Executive Committee members of S.A.W. to attend S.A.W. business shall be allowed.
- ¶299. **Section 6.** The President of S.A.W. or his/her designated representative for the Executive Committee shall be permitted to visit the schools and/or departments in connection with S.A.W. business referred to in Section 5 if the President, or said designated representative, asserts that S.A.W. business requires such a visit. Upon the President's (or said representative's) arrival, he/she shall notify the proper Administrator of his/her presence. If a meeting with a Board employee(s) is necessary, it shall be scheduled so as not to disrupt the employee(s) duty assignment.

## **ARTICLE XXII DURATION**

- ¶300. This Agreement shall be effective upon execution, unless a different effective date is prescribed in this Agreement for any section or article or provision of this Agreement, and shall remain in effect through June 30, 2018.

THE CITY OF WATERBURY  
BOARD OF EDUCATION

THE SCHOOL ADMINISTRATORS  
OF WATERBURY (S.A.W.)

By: \_\_\_\_\_  
Charles Stango, President

By: \_\_\_\_\_  
Michele Buerkle, President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## APPENDIX A

¶300.

### Appendix A-1

#### Salary Schedule for the 2015-2016- School Year

Grade	Description	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
A6	H.S.P.	106,035	109,216	112,711	116,318	120,820	124,194	127,618	133,663
A5	M.S.B.P.	105,016	108,166	111,627	115,200	119,658	123,000	126,391	132,379
A4	H.S.V.P./M.S.V.P.	99,877	102,874	106,166	109,563	113,894	117,238	120,763	126,773
PK8	Pre K-8 Principal	98,762	101,725	104,981	108,341	112,740	116,080	119,640	125,660
A3	K-5 Principal	95,421	98,283	101,428	104,674	109,277	112,604	116,266	122,326
A2	Supervisor 12	94,839	97,684	100,809	104,036	108,491	111,834	115,487	121,526
SVP	SVP Sp Ed	93,445	96,248	99,381	102,507	106,634	109,977	113,385	120,092
A1	Supv. 10/S.V.P.	89,261	91,939	94,881	97,917	101,069	104,406	107,077	111,939

Administrators shall advance one step from the previous year in 2014-2015.

¶301. Immediately after step advancement on July 1, 2015, Step 1 and Step 7 shall be eliminated on and the step scale on the salary schedule shall be renumbered from Step 1 to Step 6 accordingly.

Grade	Description	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
A6	H.S.P.	109,216	112,711	116,318	120,820	124,194	133,663
A5	M.S.B.P.	108,166	111,627	115,200	119,658	123,000	132,379
A4	H.S.V.P./M.S.V.P.	102,874	106,166	109,563	113,894	117,238	126,773
PK8	Pre K-8 Principal	101,725	104,981	108,341	112,740	116,080	125,660
A3	K-5 Principal	98,283	101,428	104,674	109,277	112,604	122,326
A2	Supervisor 12	97,684	100,809	104,036	108,491	111,834	121,526
SVP	SVP Sp Ed	96,248	99,381	102,507	106,634	109,977	120,092
A1	Supv. 10/S.V.P.	91,939	94,881	97,917	101,069	104,406	111,939
DIR	Director	138,903	141,890	144,877	147,864	150,850	159,962

## Salary Schedule for the 2016-2017 School Year

<b>Grade</b>	<b>Description</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
<b>A6</b>	<b>H.S.P.</b>	111,946	115,529	119,226	123,841	127,299	137,005
<b>A5</b>	<b>M.S.B.P.</b>	110,870	114,418	118,080	122,649	126,075	135,689
<b>A4</b>	<b>H.S.V.P./M.S.V.P.</b>	105,446	108,820	112,302	116,741	120,169	129,943
<b>PK8</b>	<b>Pre K-8 Principal</b>	104,268	107,606	111,050	115,559	118,982	128,802
<b>A3</b>	<b>K-5 Principal</b>	100,740	103,964	107,291	112,009	115,419	125,385
<b>A2</b>	<b>Supervisor 12</b>	100,126	103,329	106,637	111,203	114,630	124,565
<b>SVP</b>	<b>SVP Sp Ed</b>	98,654	101,866	105,070	109,300	112,726	123,095
<b>A1</b>	<b>Supv. 10/S.V.P.</b>	94,237	97,253	100,365	103,596	107,016	114,738
<b>DIR</b>	<b>Director</b>	142,376	145,437	148,499	151,561	154,621	163,962

No Administrators shall advance one step from the previous year in 2015-2016

¶303.

### Appendix A-3

#### Salary Schedule for the 2017-2018 School Year

Grade	Description	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
A6	H.S.P.	111,946	115,529	119,226	123,841	127,299	137,005
A5	M.S.B.P.	110,870	114,418	118,080	122,649	126,075	135,689
A4	H.S.V.P./M.S.V.P.	105,446	108,820	112,302	116,741	120,169	129,943
PK8	Pre K-8 Principal	104,268	107,606	111,050	115,559	118,982	128,802
A3	K-5 Principal	100,740	103,964	107,291	112,009	115,419	125,385
A2	Supervisor 12	100,126	103,329	106,637	111,203	114,630	124,565
SVP	SVP Sp Ed	98,654	101,866	105,070	109,300	112,726	123,095
A1	Supv. 10/S.V.P.	94,237	97,253	100,365	103,596	107,016	114,738
DIR	Director	142,376	145,437	148,499	151,561	154,621	163,962

Administrators shall advance one step from the previous year in 2016-2017.

¶304. Each Administrator at top step on June 30, 2017, shall have his/her base salary increased by 2.5% for the 2017-18 contract year only and from which total base salary for the 2017-18 contract year, each eligible Administrator shall pay, through a reduction in his/her total base salary (elective deferral), an amount equal to 2.5% of his/her 2017-18 base salary to an annuity.