

Committee Meeting Agenda/Minutes

Committee:		BOE Grievance Committee		
Location: Superintendent's Office Chase Building/Room 158 236 Grand Street		Date of Meeting: Tuesday December 3, 2024	Start Time: 5:15 p.m.	Finish Time:

Team Norms:				
1. All meetings will start on time 2. All team members will agree to stay on specific agenda topics 3. A specific agenda will be set for all meeting				

Commissioners Present:	Staff Present:

AGENDA			MOTION
	Agenda Item	Time Allotted	Motion by/seconded by Vote tally
1.	WTA Grievance 24-25-01	20 minutes	
2.	WTA Grievance 23-24-04	20 minutes	
3.	Adjournment		

Additional notes/minutes:
Minutes prepared by:



Grievance Number: 24-25-01

Date Filed: 10/17/24

School: State Street/Enlightenment

Grievant: Michael Arisian

Principal/Supervisor: Lisa Ariola

Email: marisian@waterbury.k12.ct.us

Email: lariola@waterbury.k12.ct.us

Representative: Andrew Bandurski

Email: abandurski@waterbury.k12.ct.us

Title: Voluntary Transfer

Articles: 4:1, 4:2

Description: On or about May 2024 WTA bargaining unit member and ESL certified professional educator Michael Arisian (Grievant) duly applied to the Board for a voluntary transfer to the open position of ESL Teacher split between Bucks Hill ES and Regan ES. The Grievant successfully completed the application process, was the sole applicant and duly met all qualifications to be awarded the position. On or about June 6, 2024 the Board rejected the Grievant's application and did not fill the position. On or about September 25, 2024 the Board subsequently reposted the position. The Board's failure to approve the Grievant's May 2024 voluntary transfer into an official clean opening vacancy constitutes a direct violation of Article 4, Article 4(2)(b)&(C) and any other provision deemed relevant pursuant to the 2023-2026 Board-WTA Collective Bargaining Agreement (CBA).
The WTA reserves the right to modify/amend the complaint.

Relief Sought: The WTA and Grievant request the following specific relief:
1) The Board shall offer the position of ESL Teacher, split Bucks Hill/Regan to the Grievant forthwith;
2) A comparable amount of time granted to the Grievant to prepare for the offered position pursuant to one (1) above, such time that the deferred position commencement would have been provided if the Grievant had been properly awarded the position in June 2024;
3) Any and All lost wages/financial losses resulting from the transfer denial, including but not limited to any classroom overage compensation;
4) Future adherence to the transfer provisions of CBA Article 4.
The WTA reserves the right to modify/amend the relief sought.

Grievant's Signature

562 Lakewood Road // Waterbury, CT 06704
Office: (203) 574-5925 // Fax: (203) 574-5926

Date



Step 1

Grievance Number:24-25-01

Disposition Date:

*****DIRECTIONS TO ADMINISTRATOR:** Please write in your response to the grievance in the space provided and sign and date below your response.

Step 1 Decision:

(Administrator or supervisor's signature)

Date

Appealed to Step 2 Date:

Step 2

Grievance Number:24-25-01

Disposition Date:

Step 2 Decision:

(Superintendent or designee's signature)

Date

Appealed to Step 3 Date:

Step 3

Grievance Number:24-25-01



Disposition Date:

Step 3 Decision:

(Board of Education designee's signature)

Date

November 7, 2024

As the Superintendent's designee, I heard **WTA grievance 2024-2025-1** at **Stage 2 Level 2**, as presented by the Waterbury Teachers Union on behalf of Michael Arisian on October 30, 2024. After considering all the statements presented, the Stage 2, Level 2 WTA Grievance is **denied** under the language of the collective bargaining agreement for the following reasons:

1. Assignments and Transfers Article 4, Voluntary Transfers Section 2, subsection c Para 45. Item iv. "The programming needs and educational interests of the district students."

- The email posting that went out to WTA members on May 14th, 2024 includes within it a statement to applicants that stated "You are not guaranteed a transfer placement simply by submitting, as there is a certification screening by the Human Capital Office and then a potential interview process at the building level."
- When interviewing the candidate, the 3-person panel that conducted the clean openings interview, which included both veteran Waterbury principals from Bucks Hill and Regan Elementary Schools and the former multilingual supervisor, believed that the candidate could not respond sufficiently to content-level questions asked during the interview. In recent statements to the Human Capital Office, both principals verbalized their significant and mutual concerns regarding the candidate's interview performance and replies. One principal also provided a written communication that supports the panel's original assessment of the candidate and his fit to the programming and student needs of their schools.
- During the grievance hearing, the grievant, at no time, stated an interest or motivation to support the programming and/or educational needs of students at Reagan or Bucks Hill Elementary School, but rather the grievant shared that his primary motive was to seek the overage pay associated with the role due to the enrollment at schools stating specifically that he was at the tail end of his career and thus the overages would impact his pension.
- Lastly, pursuant to Article 33 Section 2, the district owns the right to determine whether or not bargaining unit positions are to be filled.

Thank you.
Juan Mendoza



Grievance Number: 23-24-04

Date Filed: 12/14/23

School: ALL SCHOOLS

Grievant: WTA

Principal/Supervisor: N/A

Email: kegan@waterbury.k12.ct.us

Email: N/A

Representative: James Tessitore

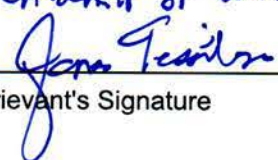
Email: jamesst@cea.org

Title: Insurance

Articles: 26:1a

Description: On or about December 8, 2023 the City of Waterbury (City) failed to complete the required HSA quarterly funding contribution to bargaining unit members (Members) participating in the City's health insurance plan. The 2023-2026 Collective bargaining Agreement (CBA) between the Waterbury Teacher's Association (WTA) and the City requires the following: "Effective September 1, 2023, the City will fund forty-five (45%) of the annual deductible into the employee's Health Savings Account on a quarterly basis with payments made on the first payroll of September, December, March and June." The City failed to provide the said deductible funding on the first payroll for the month of December. This failure constitutes a violation of Article 26(1)(a) of the CBA. The WTA reserves the right to modify the complaint.

Relief Sought: The WTA requests the following specific remedies:
1) Written confirmation that the City will comply with the provisions of CBA Article 26(1)(a), requiring the City to fund participating Member's HSA account on each quarterly payroll in accordance with the CBA.
2) Any other remedy deemed suitable to the WTA.
The WTA reserves the right to modify the requested remedy.

On behalf of WTA

Grievant's Signature

12/14/2023
Date



Step 1

Grievance Number:23-24-04

Disposition Date:

*****DIRECTIONS TO ADMINISTRATOR: Please write in your response to the grievance in the space provided and sign and date below your response.**

Step 1 Decision:

(Administrator or supervisor's signature)

Date

Appealed to Step 2 Date:

Step 2

Grievance Number:23-24-04

Disposition Date:

Step 2 Decision:

(Superintendent or designee's signature)

Date

Appealed to Step 3 Date:

Step 3

Grievance Number:23-24-04



Disposition Date:

Step 3 Decision:

(Board of Education designee's signature)

Date