

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: 7:00 pm

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:
<i>Commissioner Adorno, Commissioner Jackson, and President Hernandez</i>	<i>Geen Thazhampallath, Joe Britton, Darren Schwartz, Juan Mendoza, and Heather Boyd of Pension & Benefits. WTA: J. Tessitore, M. Arisian, K. Sullivan, and K. Egan</i>

AGENDA			MOTION
	Agenda Item	Time Allotted	Motion by/seconded by Vote tally
1.	WTA Grievance 24-25-01	20 minutes	<i>Both parties presented evidence. Motion to deny by Hernandez/seconded by Jackson – 3 – 0 unanimous</i>
2.	WTA Grievance 23-24-04	20 minutes	<i>Both parties presented evident. Motion to deny by Hernandez/seconded by Jackson 3 – 0 unanimous</i>
3.	Adjournment		<i>7:00 p.m. - Jackson/Adorno</i>

Additional notes/minutes: *The committee convened into Executive Session at 6:39 p.m. (Adorno/Hernandez) and returned at 6:52 p.m. (Adorno/Jackson)*

Minutes prepared by: *President J. Hernandez*

Waterbury Board of Education
Grievance Committee
SIGN-IN SHEET
December 3, 2024

PRINT NAME	TITLE
Green Thaz Hanyalath	HE Director
Jim Testore	CEA Rep
Milo Arslan	Teacher
Kacey Sullivan	WTA
Jacqueline Jackson	Commissioner
Melissa S. Adorno	Commissioner/Chair
Juanita Hernandez	BOE
Joe Britton	BoE Attorney
Heather Byrd	Pension & Benefits Mgr.
Darren Schwartz	Intern Superintendent
Jim Mery	Assistant Superintendent
Kevin Egan	Kevin Egan



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

ARTICLE 4 ASSIGNMENTS AND TRANSFERS

¶ 37. Section 1. Assignments and Transfers Defined

¶ 38. a) As used below, the term “transfer” shall mean a change in assignment to a different school, a different grade level (in the case of elementary teachers), a different department (in the case of secondary teachers), or a different position within a certification.

¶ 39. b) As used below, the term “assignment” shall mean the building(s) (for itinerant teachers) and either grade level (for elementary school teachers) or department (for all other teachers), at which the teacher performs his or her instructional duties.

¶ 40. c) Teachers shall be notified in writing no later than June 15th of their grade level(s), subject area(s) and building assignment for the following fall. If an assignment is changed following the notification, the affected teacher and the WTA president shall be notified of the change in writing as soon as possible. Teachers newly hired by the Board shall receive their assigned building(s), grade and/or subject assignments from the Director of Personnel or his or her designee. Teachers shall have access to tentative class lists/rosters one week prior to the first work day as scheduled by the Board of Education.

¶ 41. d) Seniority shall be defined as the length of continuous service within the bargaining unit as of the effective date of employment. If the effective date of employment is equal, then the date on which the teacher signed his/her Teaching Contract shall be used to determine the order of seniority. In the event that the date of employment and the date of contract signing are the same, the order of seniority shall be determined by lot. A WTA representative shall be present. Continuous service shall mean uninterrupted service within the bargaining unit. Teachers on leave of absence other than sick leave (paid or unpaid) and sabbatical leave shall not accrue seniority for the time on leave, but, authorized leaves of absences shall not interrupt accumulation of continuous service.

¶ 42. Section 2. Voluntary Transfers

¶ 43. a) Teachers who desire a change in grade and/or subject assignment within their present building shall speak to the principal and/or immediate supervisor. A building principal may agree to internal shifts within a school with the intent that only the final vacancy, after completion of such shifts, shall be posted.

¶ 44. b) Any teacher who wishes to transfer into a vacant position must make application to the Superintendent or his/her designee, in writing, within ten (10) days of the posting of the vacancy by the Human Capital Office.

¶ 45. c) In determining whether to grant the transfer, the Superintendent or his/her designee shall apply the following:

- i) Qualifications and certification of the teacher;
- ii) Citywide seniority;
- iii) Experience in the discipline and/or grade level and/or building;
- iv) The programming needs and educational interest of the district students;
- v) Anticipated availability of qualified external candidates

¶ 46. d) The Superintendent or his/her designee may defer a decision regarding a voluntary transfer for 20 additional school days from the original closing date if there are an insufficient number of suitable candidates.

¶ 47. e) A decision regarding voluntary transfer may be appealed pursuant to the grievance procedure. However, any review of such decision shall be limited to the issue of whether the decision was made in good faith (*i.e.*, not arbitrary or capricious or without rational basis in fact).

¶ 48. **Section 3. Involuntary Transfers**

¶ 49. a) When a teacher is transferred involuntarily due to school closings, class elimination or similar reorganization, it shall be to a position for which the teacher is certified and to a comparable position if possible. Such involuntary transfers and/or reassignments shall be based on the length of full-time, continuous service in that school, house, or department. If the amount of this service is equal, then the decision shall be based solely on citywide seniority.

¶ 50. b) In all involuntary transfers other than those due to school closings, class elimination, or similar reorganization, the greater length of full-time, continuous service in the Waterbury School System shall be a consideration.

¶ 51. c) An involuntary transfer shall be made only after a meeting between the teacher involved, the Superintendent or his/her designee, and if requested, the WTA president or his/her designee, at which time the teacher shall be notified in writing of the reason for the transfer.

¶ 52. d) A decision regarding involuntary transfer may be appealed pursuant to the grievance procedure. However, any review of this decision shall be limited to the issue of whether the transfer was made in good faith (*i.e.* not arbitrary or capricious or without rational basis in fact).

¶ 53. e) If a teacher is transferred due to the elimination of his/her position, and such position subsequently reopens, the teacher shall be so notified and shall be given seven (7) calendar days within which to elect to return to such position. If such election is

Waterbury Teachers Association

GRIEVANCE No. 24-25-01

CONTENTS: Evidence & Related Exhibits – WTA

December 3, 2024

Submitted by: **James Tessitore**, Esq. CEA Representative



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

10-17-24
Date

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

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.

Cannot be handled at this level

Step 1 Decision:

[Signature]
(Administrator or supervisor's signature)

10-18-24
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

**Mr. Juan Mendoza**

Assistant Superintendent of Human Capital

Jmendoza@waterbury.k12.ct.us

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.
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- 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



Connecticut Education Association
Capitol Place, Suite 500
21 Oak Street, Hartford, CT 06106
860-525-5641 | cea.org

October 22, 2024

Geen Thazhampallath
Director of Human Capital and Talent Management
City of Waterbury/Department of Education
236 Grand Street
Waterbury, CT 06702

RE: Grievance No. 24-25-01 - Request For Information

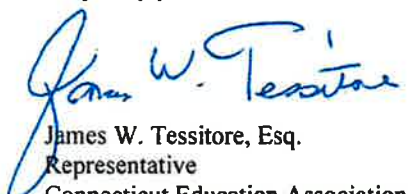
Dear Mr. Thazhampallath:

Pursuant to the Waterbury Teachers' Association (WTA) right to information in accordance with Connecticut General Statutes Section 10-153 (Teacher Negotiation Act) and the 2023-2026 Collective Bargaining Agreement, the WTA requests that the Waterbury Board of Education (Board) provide the following information forthwith:

- 1) Any and all written correspondence (email or otherwise) sent and/or received during the period April 2024 to the present by and/or between District Administrators Maria Jimenez and Angela Razza to any party of and concerning the posting and selection process for the spring and August/September 2024 ESL Teacher position split between Regan and Bucks Hill Elementary Schools. Such information to include but not be limited to any written assessments and discussions between Jimenez and Razza of and concerning applicant(s) for said ESL position, as well as correspondence related to any individuals currently serving in the ESL Teacher split Regan/Bucks Hill position.
- 2) List of all individuals (including but not limited to seniority, certification, previously held positions and current District employment status) that applied for the Spring and August/September 2024 ESL Teacher Split Regan/Bucks Hill posting/opening.
- 3) Copy of the posting(s)/opening(s) and corresponding job description/requirements.
- 2) Copies of all applications and information submitted by all applicants for the ESL Teacher split Regan/Bucks Hill position(s).

The WTA reserves the right to request additional information. Thank you for your assistance with this request.

Very truly yours,



James W. Tessitore, Esq.
Representative
Connecticut Education Association
Waterbury Teachers Association

Cc: Kevin Egan (email)
Kacey Sullivan (email)
Juan Mendoza (email)

2023-2026
WRITTEN AGREEMENT
BETWEEN
THE WATERBURY
BOARD OF EDUCATION
AND
THE WATERBURY
TEACHERS' ASSOCIATION
CEA – NEA

ARTICLE 4

ASSIGNMENTS AND TRANSFERS

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Geen Thaz

From: Human Capital Department
Sent: Tuesday, May 14, 2024 4:30 PM
To: Human Capital Department
Cc: Kevin Egan
Subject: May 2024 3rd & Final WTA Clean Openings Website & Google Form

Follow Up Flag: Follow up
Flag Status: Flagged



To: All WTA Members
From: Human Capital Department
RE: 3rd and Final 2024 WTA Voluntary Transfer Request/"Clean Openings" Portal Now Open
Date: May 14, 2024

The 3rd and Final WTA Voluntary Transfer Request/"Clean Openings" Portal is Now Open!

Simply click on the link below labeled **May 2024 Clean Opening Website** and you will see specific instructions on how to navigate the portal. Please also note the following:

- You must be certified by the State of Connecticut Department of Education to teach/work within the subject matter/position to which you are seeking a transfer
- You must be a WTA member or a DSAP candidate who has signed a contract. Substitutes who are pending a certification are not eligible for the voluntary transfer process
- You have the ability to submit up to two (2) separate transfer choices. We encourage you to take some time to consider your choices before you ultimately go through with submission
- 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
- The transfers themselves, if granted, are not effective until August 2024.

Please note: All transfer requests must be submitted through the appropriate Google Form link below by **4:00 PM on Tuesday, May 21, 2024** when the portal will automatically close. If you have any general questions regarding this voluntary transfer process, the "clean openings" portal, or the listed transfers possibilities, please feel free to contact our Human Capital Office.

[May 2024 Clean Opening Google Form](#)

[May 2024 Clean Opening Website](#)

School Location	Position
NEMS	Special Ed - ABA
NEMS	Special Ed-Middle School (4 Positions)
Reed	Computer Education (K-8)
Reed	ELA Grade 7
Reed	ELA Grade 8
Reed	Music (PK-8)
Reed	PE/Health Grades PK-8
Reed	Science Grades 6-8 (2 Positions)
Reed	Special Ed - Essential Skills
Reed	Special Ed Grades 4-5
 Regan	Grade K
Regan/Bucks Hill Split	ESL 
Regan/Washington Split	Library/Media
Rotella	Music
Sprague	Grade K
Sprague	Music
Sprague	Pre-K Special Ed
Sprague	Reading Teacher
State Street	Art
State Street	Business
State Street	FCS-Culinary
State Street	School Social Worker
State Street	Special Ed Grades 6-8 (3 Positions)
Tinker	Grade K
Tinker	Special Ed-Elementary
Wallace	Art
Wallace	Computer & Business Education
Wallace	ELA Grade 7
Wallace	ELA Grade 8
Wallace	Math Grade 8 (2 Positions)
Wallace	Science Grade 7 (2 Positions)
Wallace	Special Ed - BDLC
Wallace	Special Ed-Middle School (6 Positions)
Wallace	Tech Ed
Wallace	Theater
Walsh	Bilingual Grade 1 (2 Positions)
Walsh	Bilingual Grade K
Walsh	Special Ed - Scope
Walsh	Special Ed-Elementary
WAMS	Art - Visual HS
WAMS	ELA Grades 6-8
WAMS	Math HS



Dear **Mike Arisian**

Thank you for your recent submission to the Waterbury Public Schools (WPS) **3rd Round May 2024 Clean Openings** portal. At this time, after the certification review and interview processes, we kindly inform you that your "Clean Openings" transfer request outlined below has been **declined**.

- **Clean Opening Applicant: Mike Arisian**
- **Location Applied for: Regan**
- **Position Applied for: ESL (split with Bucks Hill)**

The next round of Clean Openings is scheduled for **Fall 2024**. Please be advised that your current declined status does not have any reflection or impact on your future "Clean Opening" applications. Thus, we encourage you to utilize the portal, at a future time to apply for similar transfer opportunities during the next and/or future "Clean Opening" processes.

If you have any questions regarding this "Clean Openings" notification you may contact HR Office Manager Cesar Marmolejos at cesar.marmolejos@waterbury.k12.ct.us or Senior HR Generalist Lisa Dunn at ldunn@waterbury.k12.ct.us or (203) 574-8019.

Sincerely,

Geen Thazhampallath

Director - Human Capital

cc: Juan Mendoza - Assistant Superintendent Human Capital
Lisa Dunn, Senior Human Resources Generalist
Jade Gope and Dr. Joseph Johnson-Assistant Superintendents of Schools
Kevin Egan, WTA President, HR File



Connecticut State Department of Education

Educator Search Information

*Last Name: arisian

*First Name: michael

OPTIONAL(Search Within A District)

District: ALL

AND

*Requestors Email: james@cea.org

Clear

Search

* Indicates Required Field

Educators Found

#	LastName	FirstName	District	
1	ARISIAN	MICHAEL	WATERBURY SCHOOL DISTRICT	Select

Summary of Selected Educator Active And Expired Certificate Info:

Name	District	Endorsements Held	Certificate Type	Status	Valid From	Valid To
ARISIAN, MICHAEL	WATERBURY SCHOOL DISTRICT	600-INTERSCHOLASTIC/INTRAMURAL COACH	FIVE YEAR RENEWABLE COACHING PERMIT	ACTIVE	6/9/2020	6/8/2025
ARISIAN, MICHAEL	WATERBURY SCHOOL DISTRICT	013-ELEMENTARY - KINDERGARTEN THROUGH GRADE 6 111-TEACHING ENGLISH TO SPEAKERS OF OTHER LANGUAGES (TESOL) GRADES PREK - 12	PROFESSIONAL EDUCATOR	ACTIVE	3/25/2024	3/24/2034

Disclaimer

Certification Verification Information: Information concerning an educator's certification is available to the public pursuant to the Freedom of Information Act, Conn. Gen. Stat. § 1-200 et seq. (FOIA). The Bureau of Educator Standards and Certification has made the information on this web page available to provide immediate access to individual educators' certification information. The certification information provided serves as the official record of certification; however, this information is subject to change due to pending applications or other educator actions.

Requests for individual names may produce more than one person. Additional information that should be entered to narrow the search, if known, is the school district within which the individual is employed. Please submit all other FOIA requests in writing to: Bureau of Educator Standards and Certification, P.O. Box 150471, Hartford, CT 06115-0471.

450 Columbus Boulevard, Hartford, CT 06103 / Phone: 860-713-6969

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Connecticut State Department of Education
Certification Verification (Educator Copy)
Bureau of Educator Standards and Certification

Educator ID Card	
EIN: 1640254598	
MICHAEL ARISIAN USER NAME: ArisianM	
You may access your certification records on-line at: www.ct.gov/sdc/cert	

MICHAEL ARISIAN
Educator ID Number: 1640254598
PROFESSIONAL EDUCATOR
Certificate Number: C032024001156
March 25, 2024 TO March 24, 2034

Endorsement Code	Endorsement Description	Endorsement Date
013	Elementary - Kindergarten through Grade 6	3/25/2024
111	Teaching English to Speakers of Other Languages (TESOL) Grades PreK - 12	3/25/2024
	(End of List)	

Anyone may verify the status of this certificate/permit online at: <http://sdeportal.ct.gov/CECSFOI/FOILookup.aspx>

Unofficial Copy

Status as of: 5/20/2024

Geen Thaz

From: MARIA JIMENEZ
Sent: Wednesday, October 30, 2024 1:36 PM
To: Geen Thaz
Subject: RE: ESL Numbers- Bucks Hill School

Hi Geen

Yes, Ms. Q began submitting ESL overage after 10/1/2024. She was hired and contracted by the City on 10/1/2024. She is over by 20 students. Between Reagan and Bucks Hill she services 71 students?

Thank you,
Maria

From: Geen Thaz
Sent: Wednesday, October 30, 2024 11:21 AM
To: MARIA JIMENEZ <mjimenez@waterbury.k12.ct.us>
Cc: Joseph Johnson <Joseph.Johnson@waterbury.k12.ct.us>; JUAN MENDOZA <jmendoza@waterbury.k12.ct.us>
Subject: RE: ESL Numbers- Bucks Hill School

Thanks Maria; I appreciate you getting this together so quick on your return.
Is there any "ESL Overage" this year for Ms Q's class



Geen Thazhampallath

Director of Human Capital

Waterbury Public Schools
Human Capital Department
236 Grand St. Rm. 310 | Waterbury, CT 06702
O: (203) 574-8019 | Internal: 11244
Geen.Thaz@Waterbury.K12.ct.us

From: MARIA JIMENEZ
Sent: Wednesday, October 30, 2024 11:09 AM
To: Geen Thaz <Geen.Thaz@waterbury.k12.ct.us>
Cc: Joseph Johnson <Joseph.Johnson@waterbury.k12.ct.us>
Subject: ESL Numbers- Bucks Hill School

Hi Geen

Here is the information you requested regarding ESL/LTSS.

Grade	Number of Students Enrolled	Number of Bilingual Students	ESL/LTSS
K	59	24	6
1	101	61	11

UNION EXHIBIT 8

Geen Thaz

From: ANGELA RAZZA
Sent: Wednesday, October 16, 2024 6:50 AM
To: Geen Thaz; MARIA JIMENEZ
Cc: JUAN MENDOZA
Subject: Re: Interview Materials-M. Arisian

Hi Geen,

These are the questions that we asked in May:

<https://docs.google.com/document/d/1Hm4bCobJ6Yrj5UhSe-HYF9dkgqLhqKg6zFhzaVgKPxU/edit>

M. A. interviewed very poorly. I recall the interview (Maria, Theresa and I) were taken back of the lack of knowledge he had and the responses he gave. It was the worst interview I have been in.

I do not have the written responses but I can tell you that I do not feel he is a good fit for my building and am requesting that he is not placed as my as my ESL teacher.

Feel free to call me if you have any questions.

Angela



Angela Razza
Principal
Frank G. Regan Elementary School
Waterbury Public Schools
ARazza@waterbury.k12.ct.us
2780 N. Main St | Waterbury, CT 06704
O: 203-574-8187 | Ext: 27111 |

From: Geen Thaz
Sent: Friday, October 11, 2024 4:09:13 PM
To: MARIA JIMENEZ; ANGELA RAZZA
Cc: JUAN MENDOZA
Subject: Interview Materials-M. Arisian

Hi Maria and Angela; thank you for taking my call today regarding the interview process and outcome for **Michael Arisian** who interviewed with you for the clean openings ESL position that is split between your buildings. Please, as we discussed, gather any notes or emails regarding the interview you had with him. I understand that the then supervisor Teresa Morais was also on the panel. This would have been May or June 2024. Thank you.

UNION EXHIBIT 9

Grievance No 24-25-01

WTA Presentation – Supporting Arbitration Citations (Voluntary Transfers)

1) **“Where the contract required the employer to consider transfer requests, however, Arbitrator Rankin Gibson concluded that the employer abused its discretion when it hired a new employee before honoring a current employee’s transfer request.”** Chillicothe Telephone Co., 84 LA 1 (Gibson 1984). Cited in *Labor and Employment Arbitration*, Tim Bornstein & Ann Gosline, Volume II, p. 29-5 (1990).

2) **It is also generally clear that temporary transfers cannot be used to avoid filling a permanent vacancy...** NLO, Inc., 82 LA 933 (Rybolt 1984) cited in *Labor and Employment Arbitration*, Tim Bornstein & Ann Gosline, Volume II, p. 29-5 (1990).

UNION EXHIBIT 10

GRIEVANCE No. 24-25-01

WTA – Grievant Remedy Request

1) Immediate transfer of Grievant into Regan/Bucks Hill Split ESL Position

2) Monetary make whole remedy to include lost overage compensation:

- Regan/Bucks Hill ESL caseload overage:

- * 20 students over 10/1/2024 to 12/3/2024 = 41 workdays

- * 2024-2025 WTA/BOE MOU daily overage rate for 20 students: \$400/day

- \$400 X 41 = **\$16,400 (TRB pension qualifying)** ~~————~~

ARTICLE 26 INSURANCE

- ¶ 342. **Section 1.** Except as otherwise provided below, each employee shall be eligible to elect for him or herself, spouse and eligible dependents, in the following healthcare options effective the first of the month following his or her date of hire and during the City's open enrollment period(s). For the purposes of this Article, an "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, as may be amended from time-to-time, shall be solely responsible for any resulting taxes and related charges, and shall hold the Board and the City harmless from any costs in connection with the provisions of such benefits.
- ¶ 343. (a) 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.
- ¶ 344. A High Deductible Health Plan (HDHP-HSA) with a \$2,000/\$4,000 Deductible, funded jointly through a Health Savings Account.
- ¶ 345. **Health Saving Account Funding and Timing:** The City shall fund the following portion of the employee's annual deductible into the employee's HSA according to the following schedule:
- a. **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.
 - b. **Effective September 1, 2025**, the City will fund forty (40%) 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.
- ¶ 346. Once the annual deductible is met, there is 100% coinsurance for in-network medical coverage. Prescription drug costs at the negotiated rates, in network and out-of-network medical costs apply towards the annual HDHP deductible. For out-of-network services, there shall be coinsurance of 30% on covered expenses. Once the annual HDHP deductible is met, members will be responsible for prescription drug co-pays, as set forth below. Once the deductible is met, the



WATERBURY

11/20/2024

This letter is to confirm your benefit elections. Your High Deductible Health plan (HDHP) through Cigna, along with any other dental or vision benefits you may have elected, is effective 11/20/2024. Please register on www.mycigna.com for access to coverage information, claims status, ID cards, HSA balance, and Cigna's Wellness Incentive program.

Your benefits are as follows:

<u>Start Date</u>	<u>Plan Type</u>	<u>Plan Code</u>	<u>Plan Description</u>	<u>Pre-tax</u>	<u>After Tax</u>	<u>City Coverage</u>
01/01/2024	DC	HSA3	Health Savings Account	\$1,950.00		
08/01/2024	DC	TRB1	TRB 1.25%	\$1,172.48		
08/01/2024	DC	TRB7	TRB 7%	\$6,565.93		
09/01/2024	DN	DFX3	Flex Dental	\$342.12		
08/01/2024	EL	LIFT	Basic Life Insurance			\$188,000
01/01/2005	EL	SLW	Supplemental Life - Waived			
09/01/2024	HL	HD03	Medical - High Deductible	\$5,597.76		

Your medical plan has a \$2,000 (individual coverage) or a \$4,000 (family coverage) deductible. As an added benefit, the City deposits 45% of the deductible into a Health Savings Account (HSA) that will be opened in your name. This HSA includes a debit card from HSA Bank that can be used for any medical, pharmacy, dental, and vision expenses you incur during the plan year.

**Funding is uploaded to your HSA after the first payroll of the following months:
September, December, March and June**

Quarterly payments for your HSA are as follows: \$225 for Employee Only / \$2000 Deductible

Your first payment may include additional funds for any months you were enrolled during the previous quarter. Funding is deposited 2 business days after the close of all payrolls for that week, commonly on Tuesdays. You can contribute your own funds to your HSA on a pre-tax basis. Enclosed is an HSA Payroll Deduction form if you are interested in starting/changing a contribution. You can start, stop, or change your contribution at any time.



WATERBURY

Your elected beneficiary(s) are:

<u>Beneficiary Name / Trust</u>	<u>Plan Description</u>	<u>% Amt PRIM/CONT</u>	<u>Relationship</u>
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

You can change your beneficiary(s) at any time, but we advise you to keep this letter as a record of your current elections.

Please visit our Pension and Benefits department website for any of your benefit needs at www.waterburyct.org/benefits and feel free to reach out to us if you have questions. We wish you much success in your employment with the City of Waterbury.

In Good Health,

Pension & Benefits
Department of Finance
enclosures

Geen Thaz

From: Benefits Department
Sent: Wednesday, November 20, 2024 3:35 PM
To: Geen Thaz; Joseph Britton
Subject: Fw: HSA Employer Deposit - Clarification

This message was sent on 9/1/2023 and to all teachers

From: Benefits Department
Sent: Friday, September 1, 2023 12:17 PM
To: 2 Teachers
Subject: HSA Employer Deposit - Clarification

Good Morning

We would like to clarify the change in the language concerning the Employers contribution to the HSA. Similar to your own contributions into the HSA, the employer contribution will now be deposited in the same way.

All HSA deposits, including both employee and employer, are run through the payroll processing system and sent to the bank on Fridays. HSA Bank requires 2 business days for processing. Typically, the deposit will occur on Tuesdays.

For this particular deposit, the funds will show in your HSA on Wednesday, September 6th (because of the holiday on Monday).

In Good Health,

Pension & Benefits

Pension & Benefits Office
Department of Finance
City of Waterbury

235 Grand Street
Waterbury, CT 06702
benefits@waterburyct.org or benefits@waterbury.k12.ct.us
T: 203.574.6844 | F: 203.346.2685

Website: www.waterburyct.org/benefits



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: jamest@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

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

UNION EXHIBIT 2

2023-2026

WRITTEN AGREEMENT

BETWEEN

THE WATERBURY

BOARD OF EDUCATION

AND

THE WATERBURY

TEACHERS' ASSOCIATION

CEA – NEA

ARTICLE 26 INSURANCE

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