2026-2029

WRITTEN AGREEMENT

BETWEEN

THE WATERBURY

BOARD OF EDUCATION

AND

THE WATERBURY

TEACHERS' ASSOCIATION

CEA – NEA

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ARTICLE 1
INTRODUCTION

¶ 1. **Section 1**. This Agreement is negotiated pursuant to Sections 10-153 (a) through 10-153 (g) of the Connecticut General Statutes, as amended, which Sections are hereinafter referred to as the Teacher Negotiation Act.

¶ 2. **Section 2**. The parties hereto recognize their unique and complementary roles, and their mutual commitment to the goals of providing a suitable program of education experiences for each student, and continually improving the achievements of all students. The Board and WTA recognize the importance of stimulating responsible participation of the professional staff and others in the community in discussing the policies and actions that will help achieve these goals.

¶ 3. **Section 3**. Subject to the provisions of Section 10-153 (b) of the Connecticut General Statutes, as amended, the Board agrees not to recognize any teachers' unit other than the WTA, for the duration of this Agreement.

¶ 4. **Section 4**. This Agreement shall not limit or contravene the authority of the Board of Education (the "Board") as provided by Connecticut and federal law and the Charter of the City of Waterbury (the "City"), except that the Board shall be deemed to have exercised its authority for the duration of this Agreement in the manner specified in the specific provisions of this Agreement. It is to be also understood that the Board shall not exercise any of its legal authority or power so as to contravene a specific provision of this Agreement, and it is further understood that any previously adopted policy, rule or regulation of the Board which conflicts with a specific provision of this Agreement shall be deemed to be effectively superseded and replaced by such specific provision of this Agreement as of the effective date of this Agreement. Unless otherwise specifically prescribed by a specified date which is prior to July 1, 2019, 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 applicable law shall be fully reserved to the Board, except in those areas and to that extent as such are in conflict with a specific provision of this agreement in which case the specific provisions of this Agreement shall control, unless that specific provision of the Agreement shall have been ruled illegal by a court of competent jurisdiction.

¶ 5. **Section 4(a).**

The parties hereto recognize and agree that recent educational reform legislation, including but not limited to Public Act 12-116 (the "Act"), imposes a framework for reform on the school district. The parties herein acknowledge the framework set forth in the Act and agree to faithfully abide by the terms prescribed therein, which include but are not limited to reforms linked to Waterbury's "Alliance District" designation and related school performance categories (Turnaround, Focus and/or Review Schools). The parties acknowledge that the Board of Education has a right and an obligation to incorporate these reforms and any other state or federally mandated reforms into the district's education model during the term of this Agreement.

¶ 6. The parties further agree to bargain over any impact(s) related to the Board's efforts to comply with any and all provisions of the Act. However, nothing herein shall be intended to modify or extinguish the rights and/or responsibilities of the parties as governed by any and all current and future legislation. Moreover, this clause shall not be construed in any way as operating to extinguish or modify any of the other terms and/or conditions outlined within the Collective Bargaining Agreement, except by express mutual agreement of the parties.

¶ 7. **Section 5**. Definitions - The following definitions are applicable to this Agreement unless the context of the usage in any given Article or Section indicates otherwise:

¶ 8. (a) The term "parties" shall mean the Board and the WTA.
¶ 9. (b) The term employee and/or teacher shall include certified teachers and other certified professional educators, who are included in the bargaining unit described in Article 2, Section 1 hereof.
¶ 10. (c) The pronoun he, his, him shall be defined to include the pronoun she, her/hers, her.
¶ 11. (d) The term "Association" or "WTA" shall mean the Waterbury Teachers' Association.
¶ 12. (e) When the term "Board of Education" is used it shall be understood that the Board acts through agents, specifically, the Superintendent is an agent for the Board in certain instances and such instances shall be made known to the WTA in writing.

¶ 13. **Section 6**. All salaries and other conditions of employment are set forth in this Agreement. Any unilateral change of salaries or other conditions of employment are hereby prohibited. Any agreement entered into by the Board or any administrator acting on its behalf and any member of the bargaining unit, without the knowledge or consent of the Association, shall be null and void if and to the extent it purports to modify or is in conflict with this Agreement, and shall not be used as a precedent by either party to this Agreement.

¶ 14. **Section 7**. Any teacher who regularly works a part-time schedule of .49 FTE or less shall be paid on a pro rata basis at the appropriate step of the salary schedule, and shall be ineligible to receive any benefits other than those required by law. Any teacher who regularly works a part-time schedule of .50 FTE or greater shall be eligible to receive all benefits paid to full-time teachers.

ARTICLE 2
RECOGNITION

¶ 15. **Section 1**. Subject to, and in accordance with the provisions of said Sections 10-153 (a) through 10-153 (g) of the Connecticut General Statutes, as may be amended from time-to-time, the Board recognizes the WTA for purposes of professional negotiations as the exclusive representative of all persons employed by the Board in positions requiring a teaching or special services certificate regardless of the funding sources of such positions, including the positions of homebound teacher, federal grants teacher and continuing adult

education teacher provided these positions are full time and the teaching work is done during the normal school day, and Teaching Vice-Principal.

¶ 16. **Section 2.** Status of Substitute Teachers, DSAP Holders and Tutors

¶ 17. a) Whenever a substitute teacher, who is regularly certified for the work being done, fills a position for at least forty (40) days in the same assignment, he/she shall be paid at a per diem rate equal to the salary of a teacher placed on the first step of the bachelor degree schedule currently in effect, divided by the number of work days in the work year, for work performance in the same assignment after forty (40) consecutive days. However, such substitute shall receive no other benefits under this contract. Such substitutes will be considered for full time positions but will be given no special preference. If such teacher is hired into a full time position, then they will begin normal progression through the salary schedule.

¶ 18. b) In accordance with the provisions of Public Act 03-174, employees working in a teaching position solely on the basis of a Durational Shortage Area Permit (DSAP) shall be included in the bargaining unit. Such individuals shall be covered by all terms and conditions of the collective bargaining agreement, except as follows:

¶ 19. 1) A DSAP holder shall not accrue seniority or length of service for any purpose of this Agreement. Notwithstanding the foregoing, if a DSAP holder becomes certified as a teacher and is retained continuously by the Board as an employee after receiving such certification, with no break in service, then the individual shall be credited with seniority and length of service for all purposes under this Agreement, retroactive to the first date of employment by the Board.

¶ 20. 2) The Board shall have the right, in its sole discretion, not to renew and/or terminate the employment of a DSAP holder, and the DSAP holder shall have no right to file and/or pursue a grievance under this Agreement with respect to such action.

¶ 21. 3) DSAP holders shall have no bumping rights or recall rights under this Agreement.

¶ 22. c) Employees hired as tutors in positions requiring certification, but not holding a regular teaching position, shall receive the hourly rate of pay specified in this Agreement, but shall not be entitled to any other rights or benefits under this Agreement. Such tutors shall, however, be subject to the Dues Deduction and Grievance Procedure articles of this Agreement.

¶ 23. d) Any retiree holding a regular teaching position shall be considered a teacher under this Agreement.

¶ 24. **Section 3**. During the terms 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 Teachers' Negotiating Act, as amended.

ARTICLE 3
EMPLOYMENT DAY AND YEAR

¶ 25. The Board, in its sole discretion, may change the school day (that is, the reporting time for the teacher to the school grounds in the morning and the time in the afternoon when the teacher is free to leave the school grounds) and/or the teachers' work year, including instructional and/or non-instructional time. If the Board increases the school day, work day, school year, or work year, the parties shall bargain over the impact of such change over which bargaining is required pursuant to Conn. Gen. Stat. § 10-153, if any.

¶ 26. **Section 1.** The Superintendent shall compile the school calendar of at least one hundred eighty-six (186) days exclusive of storm or emergency days preceding June 30, and shall discuss said calendar with selected members of the WTA and the Curriculum Committee of the Board prior to forwarding it to the Board for approval.

¶ 27. Four (4) of the above referenced days shall be full-day non-teaching workshop days. These four (4) workshop days shall include Professional Development. One-half (1/2) of one of the full day Professional Development Days prior to the start of the school year shall be utilized as an unencumbered, teacher directed work period.

¶ 28. **Section 2**.

¶ 29. a) The work day for Elementary Schools, Kindergarten through Grade 5 shall be no less than seven (7) hours in duration.
¶ 30. b) Teachers who service two (2) or more Elementary Schools per day shall work the same number of hours as other Elementary School teachers and those hours shall be consecutive where possible. There shall be no 8:30-9:30 combinations. If possible, 8:30 and 9:00 combinations and 9:00 and 9:30 combinations shall be eliminated.
¶ 31. c) The work day for Middle Schools, Grades 6 through 8, and High Schools, Grade 9 through Grade 12 shall be no less than seven (7) hours in duration.
¶ 32. d) Unless altered by the Board in the exercise of its authority to modify the starting and ending times of the work day for teachers, teachers in the K-5 Schools shall be required to report to work twenty-five (25) minutes prior to the commencement of the teaching day and during such twenty-five (25) minute period, the teachers shall be in their classrooms or otherwise engaged in the preparation of work for the teaching day or their work area; teachers in the Middle Schools and in the High Schools shall be required to report to work fifteen (15) minutes prior to the commencement of the teaching day and during such fifteen (15) minute period, the teachers shall be in their classrooms or otherwise engaged in the preparation of work for the teaching day or their work area. Teachers in the K-5 schools shall be required to remain in their respective schools for ten (10) minutes, subject to "early departure" if it is granted by the Principal; teachers in the High Schools and the Middle Schools shall be required to remain in their respective schools for ten (10) minutes, subject to "early departure" if it is granted by the Principal. During the said twenty-five (25) minutes, or fifteen (15) minutes, before the commencement of the teaching day and the said ten (10) minutes subsequent to the official close of the school day, as aforesaid, teachers shall be responsible for

enforcement of school rules and Article 8, Section 6 shall be applicable. A teacher shall schedule parent conferences within the work day or at the official close of the school day.
¶ **33.** When the K-5 schools go to a seven hour day, if any of the additional time is teaching (student instruction) time, the "before" and "after" times will be at least the same as the high schools and middle schools. However, if none of the additional time is teaching (student instruction) time, then all the additional time shall be added to the "after" time, unless otherwise mutually agreed by the Superintendent and the WTA.
¶ **34.** e) The Superintendent or his/her designee may schedule up to four (4) days of orientation for newly-employed teachers. For any workshop days scheduled, an agenda shall be posted in all school buildings approximately two (2) weeks prior to said workshop.
¶ **35.** f) An employee shall work the basic "school calendar year" as described in this Article, exclusive of storm or emergency days.
¶ **36.** g) A principal may, if he/she desires, schedule mandatory staff meetings. Such meetings shall not be called more than twice a month and shall not be scheduled on a Friday afternoon or on the afternoon of any day preceding a scheduled day off, a holiday, or a vacation. Building principals shall prepare and publish no later than October 1st of the school year a staff meeting schedule for the entire school year calendar. The meetings shall include, but not be limited to, school business issues. Agendas for monthly meetings shall consider, but not be limited to, data teams, staff collaboration, EIP and PBS. Except in emergency situations, at least forty-eight (48) hours' notice will be given. The meeting shall be for a reasonable time not to exceed one (1) hour before or after wrap-around time. Staff meetings shall not be scheduled on emergency and/or unscheduled early dismissal days. In addition to these meetings, teachers may be required to attend up to two (2) additional mandatory staff meetings per year. The principal, vice principal or any central office administrator may call these additional meetings. Meetings over and above those described herein can be called only in emergency situations.

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 made during a school year, the Board may decide to return the teacher to the position the next succeeding opening of school, using a "paper transfer" as defined in Section 4 of this Article.

¶ **54.** **Section 4**. Other Vacancies

¶ **55.** Vacancies or new positions that occur subsequent to any adjustments made in July and/or August or due to compliance with the language of this Agreement shall be adequately publicized by postings in each school and department, and filled within forty-five (45) days of the occurrence of said vacancy, except that actual assumption of duties by a teacher who has been selected to fill the posted position may be deferred by action of the Board until the next succeeding opening of school if, in the view of the Board, immediate assumption of duties would cause undue disruption of the education program. This will be deemed a "paper transfer" for the remainder of the school year.

¶ **56.** **Section 5**. Administrative and Supervisory Positions

¶ **57.** a) All openings for Teaching Vice Principal positions shall be adequately publicized by posting electronically to teachers and hard copy in every school as far in advance as possible and ordinarily at least ten (10) days in advance of the appointment, excluding vacations. The qualifications necessary for applying for the position as well as the remuneration to be paid, shall be included in the posting. Such posting notices shall be initialed in each school by the WTA Building Representative so as to indicate the date of posting.

¶ **58.** b) All qualified teachers shall be given adequate opportunity to make application for such positions. If, in the determination of the Superintendent, the qualifications of applicants are substantially equivalent, the preference shall be given to qualified teachers employed by the Board. The Superintendent or his/her designee from central office shall select the successful applicant from among all qualified applicants. The Superintendent

or his/her designee from central office shall select the applicant who, in the Superintendent or his/her designee's sole discretion, best serves the needs of the school district and the children to be served by the applicant. The decision of the Superintendent shall be final and shall not be subject to the grievance procedure.

¶ 59. c) The position shall be advertised within ten (10) school days immediately following the existence of the vacancy or the existence of a new position unless such position is eliminated and shall remain posted for at least ten (10) school days. The position shall be filled in accordance with a timeline to be established by the Superintendent or his/her designee from central office.

¶ 60. d) This provision shall in no way limit the Board's power to eliminate any position.

¶ 61. e) During the posting and appointment period referred to above, the Board may temporarily fill the position by a temporary appointment but such temporary appointment shall not last longer than thirty (30) days unless no qualified applicants are available. Any permanent appointment shall not be made on the basis of experience gained as a temporary appointee.

¶ 62. f) Ordinarily no examination shall be scheduled during the months of July or August; the determination of the meaning of the term "ordinarily" shall be based upon the needs of the school system and the necessity of filling a vacant Teaching Vice Principal position, (which became vacant during the months of May or June without the prior knowledge of the Board). If a vacancy does occur during the said months of May or June (and there is no eligibility list for the said vacant position) then the posting (for a July or August examination) shall state:

(i) The date within a day or two of the written portion of the examination, if any, and

(ii) All examinations no matter when scheduled shall comply with the stipulations set forth in Section (f) hereof.

(iii) The date within two (2) weeks of the oral portion of the examination, if any.

(iv) The only requirement to be eligible to take an examination, regardless of the position, shall be that the applicant possesses a state certificate for said position from the State Board of Education.

¶ 63. g) The Teaching Vice-Principal position shall be filled by a promotional examination.

(i) Anyone who takes an examination for an administrative position shall have the right to review the written and oral portions of said examination.

(ii) Any employee who serves in an administrative position in an "acting" capacity, chosen from the civil service list, shall receive credit for such time served in the grading of his examination.

(iii) The above Section (g)(ii) shall not be effective until the Board and the WTA mutually agree, in writing, that the promotional impasse relative to certain administrative positions and civil service examinations and lists, is resolved.

¶ **64.** h) In the event that there are three (3) or more candidates on an eligibility list for a vacant Teaching Vice Principal position (that is, the currently existing or newly created administrative or supervisory position referred to in Section (a) hereof), then the Director of Human Capital shall certify to the Superintendent or her/his designee, the names of the three (3) highest ranking candidates on said list in alphabetical order and the Superintendent or her/his designee may select and recommend to the Board for appointment, any one (1) of the three (3) persons whose names appear on the said alphabetical list to the said vacant Teaching Vice Principal position.

¶ **65.** **Section 6**. Work in a Higher Classification.

¶ **66.** Any teacher required to work in a higher classification for more than ten (10) consecutive days or fifteen (15) cumulative days during the school year shall be paid at their current rate or at the base rate of the position to which the teacher is assigned in the higher classification, whichever is higher, for the duration of such assignment. Any teacher required to work in a higher classification as per the provisions of this Section shall be considered to remain a member of this bargaining unit for all purposes, except for the amount of the base salary for the time that the teacher is required to work in a said higher classification.

¶ **67.** **Section 7**. Whenever the Board assigns an employee to a position which requires activity performed subsequent to, or extra to, the normal academic day, only a qualified employee shall be so assigned; provided, however, if there is no qualified employee available, the Board may assign a qualified non-bargaining unit person to the said position or activity.

¶ **68.** **Section 8**. Students designated as "homebound" shall be taught by the homebound teachers who will grade and correct materials completed by the student in a timely manner. There shall be continual collaboration between the homebound teachers and the classroom teacher regarding course work and grades. The classroom teacher shall loan textbooks, share weekly lesson plans, and other instructional materials as deemed appropriate to ensure that the course content is met. The homebound teacher shall submit the student work portfolio and proposed grade to the classroom teacher by the close of the marking period. Report card grades will be submitted by the classroom teacher after agreement with the homebound teacher.

ARTICLE 5
CLASS SIZE AND NUMBER OF CLASSES

¶ **69.** The following rules concerning class size shall be effective for the duration of this contract where feasible.

¶ 70. **Section 1(a)**. Grades K-12—For the purposes of conducting classes, class sizes shall be set forth below:

Grade	Goals	Maximum Per Classroom	Inclusion	Co-Taught
Pre-K	18	18	20	21
K	20	20	22	23
1	20	24	26	27
2&3	20	25	27	28
4	25	28	30	31
5	25	28	30	31
6-7-8	25	28	30	31
High School	25	28	30	31

¶ 71. "Goal" shall mean the most desirable level; the target which the parties strive to reach.

¶ 72. "Maximum Per Classroom" is defined as the highest-class size level for which no action shall be required that any classroom can reach. Classes that exceed the maximum per classroom shall be addressed initially by October 1 of that school year. After October 1, any teacher whose class size exceeds the maximum listed in Section 1(a) above for more than ten (10) consecutive days shall report the overage to the principal or his or her designee.

¶ 73. **Section 1(b)**.

When the maximum per classroom listed in Section 1(a) is exceeded by four (4) students or less, the Board shall address the overage, with the Board maintaining exclusive discretion to select one of the following actions : 1) transfer students to alternate buildings; 2) add adult support to the classroom during the period or periods of each day when the number of students in the classroom exceeds the maximum listed above; 3) relieve the teacher of some or all non-teaching duties provided that no other teacher shall be required to perform duties in excess of those permitted in Article 8 except this action shall not be used to address overages for elementary teachers; 4) open a classroom. The Board shall have fifteen (15) school days to implement one or more of the remedies listed above and may switch among them as certified and non-certified staff become available.

¶ 73A. After December 1st of any given school year, if a K-5 classroom teacher's class exceeds the maximum by four students or less, for five (5) consecutive school days, the Board may elect any of the above actions, or the Board may elect to pay the affected teacher a stipend of fifteen dollars ($15) per student per day thereafter, for all remaining scheduled student contact days that the overage exists. If, at any time after December 2nd, a student transfers out of District and/or does not attend school for at least seven (7) consecutive school days, said student shall no longer count towards the classroom overage threshold triggering the aforementioned overage option and any corresponding payment obligation.

¶74. If the Board fails to take any of the above-described actions within fifteen (15) school days after the reporting of the overage, the affected teacher or the Association may file a grievance regarding the overage. Said grievance shall proceed in accordance with the rules of the American Arbitration Association for expedited arbitration. The Arbitrator shall fashion an appropriate remedy.

¶ 75. If the class size maximum listed above is exceeded by five (5) students or more for seven (7) or more consecutive days, the teacher or WTA may file a grievance and said grievance shall be presented directly to the Board. A public hearing shall be held before the Board within ten (10) school days and a written decision shall be issued by the Board within two (2) days following the hearing. If not resolved satisfactorily by the Board, the teacher or the WTA may file a grievance and said grievance shall proceed in accordance with the rules of the American Arbitration Association for expedited arbitration. The duly appointed Arbitrator shall be empowered to fashion an appropriate remedy as provided and limited in the preceding paragraph.

¶ 76. **Section 1(c)**. **Unified** Arts teachers, whose class sizes are determined by stations, shall not be assigned more students than stations designated for that specific subject area or area of instruction within that subject area. Teachers whose classes exceed the listed maximum for more than ten (10) consecutive days after the initial adjustment shall follow the procedures set forth in Section 1(a) and (b) above.

¶ 77. **Section 1(d)**. **Class** size for Family and Consumer Services, Technology Education and Music will be in accordance with guidelines established by the State Department of Education and/or the number of stations available (see Sections 1(c) and (f) of this Article). Teachers whose classes exceed the listed maximum for more than ten (10) consecutive days after the initial adjustment shall follow the procedures set forth in Section 1(a) and (b) above.

¶ 78. **Section 1(e).** Computer and business/office machines classes and computer lab classes will be scheduled for the number of available machines in each classroom and shall not, in any case, exceed the High School class sizes and/or teacher/student loads. Teachers whose classes exceed the listed maximum for more than ten (10) consecutive days after the initial adjustment shall follow the procedures set forth in Section 1(a) and (b) above.

¶ 79. **Section 1(f)**. Stations - In classes set by stations, the number of students per class shall not exceed the number of stations. Exceptions to the above may be done only with the approval of the involved teachers and prior notification to the WTA and the Board. If after a reasonable time, the teacher wishes to withdraw the approval, the principal will then reassign the extra students. Teachers whose classes exceed the listed maximum for more than ten (10) consecutive days after the initial adjustment shall follow the procedures set forth in Section 1(a) and (b) above.

¶ 80. **Section 2**. The class size data shall be made available to the Association upon request.

¶ 81. **Section 3(a)**. No K-5 Resource Teacher shall be assigned a class of more than ten (10) students in any one period, or total case load of students for whom the Resource Teacher serves as case manager in excess of thirty (30) students, except that such teachers may have a total case load of students for whom the Resource Teacher serves as case manager of up to thirty-two (32) until October 1 of each year. No Speech Language Pathologist shall be assigned a total case load in excess of fifty (50) students, except that such teachers may have a total case load of up to fifty-two (52) until October 1 each year. If a full time Speech Language Pathology Assistant (SLPA) is provided, the maximum case load shall not exceed sixty (60); if a half time SPLA is provided, the maximum case load shall not exceed fifty-three (53). Teachers whose caseloads exceed the listed maximum for more than ten (10) consecutive days after the initial adjustment shall follow the procedures set forth in Section 1(a) and (b) above.

¶ 82. **Section 3(b)**. No elementary ELL teacher shall be assigned a total case load in excess of fifty (50) students, except that such teachers may have a total case load up to fifty-two (52) students until October 1 each year. Teachers whose caseloads exceed the listed maximum for more than ten (10) consecutive days after the initial adjustment shall follow the procedure set forth in Sections 1(a) and (b) above.

¶ 83. **Section 4**.

¶ 84. While the period structure in effect at the high schools during the 2003-04 school year remains in effect, no High School teacher shall be assigned more than five (5) teaching periods per day except that an Technology Education teacher may be assigned six (6) teaching periods a day in order to minimize combination classes. It is agreed that if a Technology Education teacher is assigned a sixth teaching period, then the said Technology Education teacher shall have no other assignment(s) and that such teacher's rights per Section 1 of Article 8 shall be guaranteed. The Board may allow Technology Education Teachers to request, in writing, a sixth (6th) teaching period if one is not assigned. If there are more requests from Technology Education teachers for a sixth (6th) period assignment than the number of available such assignments, then consideration shall be given to the granting of such requests in accordance with the factors set forth in Article 7, Section 5. If the Board exercises its unilateral right to alter the scheduling of the student day, the parties shall negotiate the impact of such change, if any.

¶ 85. **Section 5.**

¶ 86. Any High School or Middle School teacher assigned to an additional teaching period beyond the maximum set forth in this Agreement shall receive additional compensation. Such compensation shall be calculated using the teacher's salary, derived from the teacher's current step and lane placement on the salary schedule set forth in Appendix A, and then dividing the resulting salary by the maximum number of teaching periods for that teacher as set forth in this Agreement.

¶ 86A. **Section 6.** K-5 and/or K-8 school classroom teachers who assume additional students f or the entire day because of an absent classroom teacher shall be compensated a stipend of ten dollars ($10) per student per day. In no event shall the addition of students on a per

diem basis due to a classroom teacher absence under this provision constitute a violation of the class size maximums set forth in Section 1(a) herein.

ARTICLE 6
REDUCTION IN FORCE

¶ 87. **Section 1**. Lay-off

¶ 88. In the event there is a necessity for a reduction of staff, the reduction shall be done first on the basis of Certification (for the purposes of this Section, State Statutes affecting certification shall apply) and then on the basis of City-Wide-Seniority, as defined in Article 4 Section (1)(d) above, in conformance with the following guidelines:

¶ 89. 1. Professional educator and/or provisional certification shall prevail over a temporary permit. (For the purpose of this sub-paragraph, there shall be no distinction between professional educator and provisional certification at this level.)

¶ 90. 2. Where two (2) employees are certified, then the employee with the lesser City-Wide seniority shall be terminated.

¶ 91. 3. If two (2) affected employees have the same City-Wide seniority, then Professional Educator Certification shall prevail over Provisional Certification.

¶ 92. 4. If two (2) or more affected employees have the same City-Wide seniority and Professional Educator Certification, then lay-off(s) shall be determined by lot. A representative designated by the WTA shall be present.

¶ 93. 5. Teacher A (about to be laid-off) who has certification in another discipline can "bump" teacher B in that other discipline, although that other discipline was not to have been reduced, if teacher B has lesser City-Wide seniority.

¶ 94. **Section 2**. Recall

¶ 95. Recall procedure is as follows:

¶ 96. 1. Laid-off employees shall be first offered the opportunity of reemployment when certified for a vacant or new position.

¶ 97. 2. Recall shall be effected first utilizing certification and then City-Wide Seniority and then the date on which the individual teacher's contract was signed. If all three (3) items are exactly the same, the Board shall determine who is to be recalled.

¶ 98. 3. Recall rights shall remain in effect for twenty-four (24) months from the date of lay-off.

¶ 99. 4. All benefits, except for those which the State excludes, to which a teacher was entitled at the time of his/her lay-off, including, but not limited to, such items as unused sick leave, pension rights, and seniority, shall be restored to the teacher upon his/her return to active employment if within the specified period of time as defined in 3 above.

¶ 100. 5. No laid-off employee shall accrue any benefits during the period for which he/she was laid-off unless said benefit is given by Statute or under sub-section 8 hereof.

¶ 101. 6. Upon his/her return to active employment the teacher shall be placed on the proper step of the salary schedule for his/her current position according to his/her experience and degree status.

¶ 102. 7. Upon his/her return to active employment, the teacher shall be assigned to the position held at the time of the lay-off, if possible, or to a position within his/her certification.

¶ 103. 8. A teacher may be removed from the recall list for the following:

¶ 104. (a) Waives recall rights in writing.

¶ 105. (b) Resigns.

¶ 106. (c) Fails to accept recall to the position held immediately prior to lay-off or to a substantially equivalent position.

¶ 107. (d) Fails to report to work in a position that he/she has accepted, unless such employee is sick or injured.

¶ 108. (e) If a teacher has secured temporary employment elsewhere, he/she shall be allowed thirty (30) calendar days of time before being required to report to work.

ARTICLE 7
PREPARATION PERIODS

¶ 109. **Section 1**. K-5 and/or K-8 teachers will be scheduled for five (5) preparation periods per week. In order to meet this requirement, the Board of Education shall have the ability to reduce the number of preparation periods for teachers in an effort to afford all K-5 and/or K-8 teachers, five (5) preparation periods per week. A preparation period shall be considered a free period for said teacher but he/she must use the entire period engaged in some school connected activity, including but not limited to, class preparation. Scheduled weekly preparation time shall consist of at least three hours and fifteen minutes. In no event shall any teacher have a preparation period of less than 30 minutes in duration.

¶ 110. **Section 1(a)**. Notwithstanding the foregoing, these requirements may be modified on a temporary experimental basis for all or part of the system if the Board and Association mutually agree.

¶ 111. **Section 2**. Subject to the provisions of Section 2(c) of Article 8 hereof, each teacher in the K-5 schools shall have a free period equal to (and at the same time as) the children's outside recess period. At the start of the school year each K-5 and/or K-8 Principal shall prepare a team-teacher roster (for those school days when there is indoor recess) to insure that each teacher so assigned obtained a free period equal to at least one-half of the said indoor recess period of the children.

¶ 112. **Section 3**. Special Education teachers who work on an itinerant basis shall have their schedules arranged to provide for an average of no less than three (3) unencumbered periods (minimum of thirty (30) minutes each per week), averaged over the academic year. This time shall be used to complete such duties as diagnostic evaluation, student testing teacher and/or parent consultation, Planning and Placement Team meetings and for other related activities.

¶ 113. **Section 4**. K-5 and/or K-8 Art, Music, Library Media Specialist and Physical Education teachers will be scheduled for five (5) preparation periods per week. In order to meet this requirement, the Board of Education shall have the ability to reduce the number of preparation periods for teachers in an effort to afford all K-5 and/or K-8 Art, Music, Library Media Specialist and Physical Education teachers, five (5) preparation periods per week. A preparation period shall be considered a free period for said teacher but he/she must use the entire period engaged in some school connected activity, to include, but not limited to, class preparation.

¶ 114. **Section 5**. While the schedule in effect at the high schools during the 2005-06 school year remains in effect, in addition to the duty free lunch period provided by Article 8, Section 1, each High School teacher shall have one (1) preparation period, each day. During this preparation period, no duty may be assigned, but the entire period must be used for some school connected activity including, but not limited to, class preparation. In no event shall the total number of minutes of preparation per week be less than the number of minutes per week provided during the 2005-06 school year. In no event shall any teacher have a preparation period of less than 30 minutes duration. If the Board exercises its unilateral right to alter the scheduling of the student day, the parties shall negotiate the impact of such change, if any.

¶ 115. **Section 6**. Academic area High School teachers shall not be required to undertake more than three (3) teaching preparations during any one (1) year. For the purpose of this Section, two (2) one (1) semester courses in the same subject area shall be the equivalent of "one (1) teaching preparation" during the year. It is agreed that a one (1) semester course consists of one-half (½) school year duration.

¶ 116. **Section 7**. Exceptions to the principles set forth in Section 6 may be made with the approval of the Board, the Superintendent or his/her designee, the WTA, and the

teacher(s) involved. Such exceptions shall be agreed to in writing by all of the said parties.

¶ 117. **Section 8**. Each Middle School teacher shall be granted each day a preparation period which is a period of time comparable in length to a High School preparation period or, in the event a mod schedule is used, the length of said preparation period shall consist of two (2) mods. During this preparation period, no duty may be assigned but the entire period must be used for some school connected activity, including, but not limited to, class preparation. In no event shall the total number of minutes of preparation per week be less than the number of minutes per week provided during the 2005-06 school year. In no event shall any teacher have a preparation period of less than 30 minutes duration. If the Board exercises its unilateral right to alter the scheduling of the student day at the middle school, the parties agree to negotiate over the impact of such change on the above provisions pertaining to the middle school, if any.

¶ 118. **Section 9**. In addition to being granted the aforementioned duty free lunch period and the preparation period, each High School and Middle School teacher is to be granted each school day an unassigned period (the granting of said unassigned period is subject to the provisions of Article 8, Sections 2(a) and (b) hereof) which shall be equal in time to a normal High School period, or in the event a mod schedule is utilized, it shall consist of two (2) mods.

¶ 119. **Section 10.** All unassigned periods are to be used for the non-teaching duties described in Article 8 and for academic or student needs such as other assigned duties, team meetings, PPT meetings, record keeping, grades, parent conferences and assisting students. A building administrator may also, in lieu of any duty assigned, elect to assign a teacher to supervise an additional classroom period in the event of a temporary staffing shortage due to teacher absences and a lack of available substitutes. _

¶ 120. **Section 11**. While the schedule in effect at the middle schools during the 2005-06 school year remains in effect, each Middle School teacher shall be granted each school day a duty-free lunch period in accordance with Article 8, Section 1.

ARTICLE 8
NON-TEACHING DUTIES

¶ 121. **Section 1**. Duty Free Lunch - All teachers shall have guaranteed uninterrupted duty-free period for lunch which shall be scheduled as a single period of thirty consecutive minutes daily.

¶ 122. **Section 2**. The Board and the Association agree that a teacher's primary responsibility is to teach and that his/her energy should be fully utilized to this end. Teachers' non-teaching duties will be distributed as equally as practicable and such assignments may be appealed pursuant to the grievance procedure. However, any review of such decision shall be limited to the issue of whether the decision to assign non-teaching duties was arbitrary or capricious. Accordingly, the provisions of the following Sections shall apply:

¶ 123. a) Middle School Corridor Duties – While the schedule in effect at the middle schools during the 2005-06 school year remains in effect, for the purposes of this Section, a period will be considered two (2) modules. Should the Board exercise its unilateral right to alter the scheduling of the student day, the parties will negotiate the impact of such change on this paragraph, if any. In each Middle School, each school day, there will be two (2) teachers assigned for corridor duty each period. However, as determined by the building principal, extra teacher(s) may be assigned to corridor duty and such assignment shall be part of the duty rotation. Any teacher teaching six (6) periods per day will be exempt from duty. The duty period will occur during what is considered to be an unassigned period. (See Article 7, Section 9). Assignment of corridor duties shall be rotational.

¶ 124. b) Middle School Cafeteria Duties – While the schedule in effect at the middle schools during the 2005-06 school year remains in effect, for the purposes of this Section, a lunch period shall be considered to be equal to one (1) mod, as that term is defined in Section 2(a) hereof. Should the Board exercise its unilateral right to alter the scheduling of the student day, the parties will negotiate the impact of such change on this paragraph, if any. On a rotating basis, as hereinafter set forth, in each Middle School, during their unassigned period (See Article 7, Section 9), one teacher for every 125 students during each lunch period, shall be assigned to cafeteria duty for each lunch period. However, as determined by the building principal, extra teacher(s) may be assigned to cafeteria duty per lunch period and such assignment shall be part of the duty rotation. Any teacher teaching six (6) periods per day shall be exempt from this cafeteria duty. To effect the equal sharing of cafeteria duty, a teacher's teaching schedule shall be changed three (3) times an academic year (at the beginning of each marking period) so that his/her unassigned periods (See Article 7, Section 9) shall occur during the time that lunch is being served in his/her Middle School.

¶ 125. c) Recess Duty – If teachers are assigned to perform recess duty in the K-5 schools, an equalized rotation system will be employed. If teachers are assigned to recess duty the teacher student ratio shall be approximately one (1) to seventy-five (75).

¶ 126. d) Bus Pupil Monitors – For the duration of this Agreement the Board shall continue to have teachers perform bus-pupil monitoring for the protection of K-5 and/or K-8, Middle School and High School children who ride buses and/or who arrive at the school building or grounds prior to the time that the teachers are required to be at school.

¶ 127. A stipend of $1,250 in 2026-27, $1,300 in 2027-28, $1,350 in 2028-29 shall be paid for this duty. The number of teachers required to perform bus duty at each K-5 School, Middle School and High School shall be based upon the ratio of one (1) teacher to one hundred (100) students, except that under temporary extenuating circumstances additional teachers may be assigned to perform bus duty. Notwithstanding the above provisions, the following schools may have up to eight (8) bus pupil monitors due to the location of their buildings: North End Middle School, State Street School, Wilby High School, Duggan School, Generali, Chase, Gilmartin, Wendell Cross, Bunker Hill and Bucks Hill elementary schools. The teachers may be required to report to the school no earlier than forty-five (45) minutes prior to the time that the pupils are required to be in attendance at school. The bus and pupil monitoring duties shall be assigned by the said

Chief Administrator of each such school. Teachers so assigned must not leave the school, at the end of the school day, until all the pupils are placed safely on the bus or buses. In the event that all pupils have not been placed safely on busses within forty-five minutes of the end of the work day, teachers may request approval to leave from the principal or his/her designee, who shall approve said request as long as there are sufficient staff to ensure the safety of the remaining students.

¶ **128.** No deduction shall be made from the bus duty stipend for teachers for absences from school equal to the number of yearly sick days granted a teacher annually (not those in sick bank), as provided for in the contract. When a teacher assigned to such duties has absences in excess of the annual provision, a pro-rata deduction from the stipend shall be made for each absence.

¶ **129.** The following priority system for eligibility for this stipend and selection of the teachers shall apply:

(i) Those teachers who were paid as such bus monitors as of June, 1979;

(ii) If such teachers do not apply or if the number of teachers approved for any given school by the Superintendent or his/her designee from central office is less than the number of monitors who were performing the said bus duty as of June, 1979, then the building seniority of the teacher-applicant shall apply. That is, the teacher with the greater building seniority shall be selected in this circumstance.

(iii) If there are insufficient applicants to provide the number of teachers recommended by the principal or chief administrator of each building, teachers shall be required to perform such duties, on a rotating basis. Rotation shall occur after each marking period. Teachers who are required to perform such duty shall receive a stipend of 1/4 of the total annual stipend for each marking period during which they perform bus pupil monitoring duty. If there are insufficient applicants to provide the number of teachers at the ratio of 1 teacher to 125 students, then non-bargaining unit persons may be selected.

(iv) Bus-duty stipends will be paid in June in a check separate from the regular payroll check.

¶ **130.** e) All unassigned periods, in addition to the above-mentioned duties, are to be used for academic or student needs such as other assigned duties, team meetings, PPT meetings, record keeping, grades, parent conferences and assisting students.

¶ **131.** f) In-House Suspension rooms shall be maintained in any school where in-house suspension is given as a disciplinary action. The Board may staff these rooms with non-bargaining unit personnel. In the event this is not possible, teachers shall be assigned to this duty on a voluntary basis. In the event that not enough teachers volunteer, teachers will be assigned in a fair and equitable manner.

¶ **132.** g) High School study halls constitute an assigned non-teaching duty. Provided there are available classrooms and eligible teachers, every effort will be made to hold High School study halls in an assigned classroom with no more than 35 students. A teacher shall be deemed eligible to proctor a study hall if a study hall assignment would not impact the number of assigned teaching periods, preparation periods or other assigned and/or unencumbered periods agreed to by the parties to this Agreement.
¶132A. h) Teachers assigned to Schools with grades 6-12 shall be assigned to deliver, facilitate and oversee bi-monthly Advisory meetings in order to meet the State's Student Success Plan requirements. All curriculum for Advisory shall be provided by the District. The Board shall provide notice of any change to its Advisory program, which shall be subject to any bargaining required by law (i.e. Teacher Negotiation act).

¶ **133.** **Section 3**. Physical education instructors shall perform student postural screenings pursuant to Board policy. If a physical education instructor is required to perform such screenings in the privacy of an office, a Nurse or Public Health Aide shall be present to witness such screening. In the event a Nurse or Public Health Aide is not available or if a student refuses such screening, then the physical education instructor is relieved of such postural screening responsibilities. Notwithstanding the provisions of this section to the contrary, no Teacher shall be required to perform any other health service duties except as provided under Conn. Gen. Stat. Sec. 10-212a.

¶ **134.** **Section 4**. If the Board exercises its unilateral right to alter or discontinue machine scoring of standardized and City-wide tests, the parties shall bargain over the impact of such change, if any.

¶ **135.** **Section 5**. If the Board exercises its unilateral right to alter or discontinue the use of data processing for such operations as, but not limited to, keeping records, tallying pupils, scheduling in the High Schools, making out and maintaining report cards, the parties shall bargain over the impact of such change, in any.

¶ **136.** **Section 6**. The aforementioned duties, prescribed in this Article 8, shall in no way be deemed not to require teachers, as part of their regular assignments, to perform such disciplinary and supervisory functions required of them, during the work day, irrespective of the location in the building or school yard of student activity requiring disciplinary-supervisory functions, so that teachers and administrators will maintain that degree of pupil conduct generally required in the system by the Board's discipline policy.

¶ **137.** While the teacher's primary responsibility is to teach, he/she shall also discipline pupils of the school when so required.

¶ **138.** **Section 7**. Due to the increased incidence of communicable diseases, (*e.g.,* AIDS, TB, Hepatitis) the WTA and the Board recognize the dangers of spilled blood and body fluids which emanate from fighting and other incidents. Therefore, the parties acknowledge that teachers are cognizant of these dangers and must use reasonable caution prior to becoming involved in these situations.

¶ 139. **Section 8**. Data processing forms shall be available to teachers by the final date of the marking period. These completed forms shall be submitted by the teacher no later than five (5) school days after the close of the marking period.

¶ 140. **Section 9**. K-5 teachers shall not be responsible for the duplication of instructional materials required by publications chosen by the Board. Such materials shall be duplicated by non-bargaining unit personnel who shall be available for such duplication work an average of two (2) hours a day, five (5) days a week.

ARTICLE 9
DEPARTMENT LEADERSHIP POSITIONS

¶ 141. **Section 1**. The creation and elimination of Department Heads shall be in the Board's sole discretion.

¶ 142. **Section 2**. Department Heads assigned to the High Schools shall receive three hundred dollars ($300.00) for each full-time teacher and seventy-five dollars ($75.00) for each "fractional teacher" within their respective department, exclusive of themselves. The remuneration shall be spread over the selected payment option prescribed by Article 25, Section 7 hereof. This stipend shall be paid provided the department consists of three (3) teachers assigned to classes within the Department, including "fractional" teachers.

¶ 143. **Section 3**. Department Heads shall be assigned four (4) teaching periods a day with two (2) periods a day, in addition to a preparation period, for department business free of all other assignments. Should the Board exercise its unilateral right to require Department Heads to teach more than four periods per day or to eliminate preparation or free periods, the Department Head shall receive additional compensation for each additional class at a rate equaling .20 of the teacher's salary. The Board shall negotiate with the Association concerning the impact of such changes.

¶ 144. **Section 4**. If a Department Head is absent for ten (10) consecutive days, the building principal shall recommend a member of the department to assume the departmental responsibilities. The member of the department will be relieved of one (1) class and his/her duty periods, and he/she will be paid as if he/she were a Department Head. If the building principal determines that it is not in the best interests of the school system to relieve such teacher of a class and duty period, the Board and WTA shall negotiate over the impact of such a decision.

¶ 145. **Section 5.** The Board will make every effort to provide Athletic Directors with an area within their building to perform duties relative to their position, with access to a telephone, computer, and internet access in order to conduct athletic department business.

ARTICLE 10
STUDENT ACTIVITIES

¶ 146. **Section 1**. Extra-curricular activities shall not include teaching activities addressed in Article 32, and shall be defined as follows:

¶ 147. **Section 1(a)**. Non-Compensatory - Such activities shall be purely voluntary if they do not provide for an additional monetary payment for the work or for compensatory time off for the work assigned.

¶ 148. **Section 1(b)**. Compensatory - Such activities shall be positions where an extra payment is made by the Board for the performance of such duty or where compensatory time off is given for the performance of such duties.

¶ 149. **Section 2**. Notice of openings for extra-curricular compensatory activities shall be made as follows:

¶ 150. When such activities become available, a notice of fifteen (15) school days, excluding vacations, shall be circulated in all schools to allow those teachers who feel they are qualified and competent to present their applications. The said applications shall be presented to the Superintendent or his/her designee from central office within such fifteen (15) day period. For the purpose of this Article, the Superintendent and the Board shall be the judge of qualifications of personnel requesting appointment to such extra-curricular compensatory activities. The appointment shall be made by the Board at the next regular Board meeting subsequent to the "closing date" for filing applications with the Superintendent. The Superintendent or his/her designee from central office may temporarily assign qualified personnel to fill any vacancies occurring in any extra-curricular compensatory activity during the fifteen (15) day notice period provided for above. In situations where all other factors are equal, the Superintendent may consider recommending a teacher who teaches in the building where the extra-curricular compensatory activity position is vacant.

¶ 151. **Section 2(a)**. Should any activity's coach or advisor terminate his/her employment as such coach or advisor during the period of the activity's normal season, his or her compensation shall be pro-rated for the time actually served.

¶ 152. **Section 2(b)**. Any teacher who voluntarily separates from an extra-curricular compensatory activity after the first day of school, and before the conclusion of the activity without good cause, need not be considered for appointment to any extra-curricular compensatory activity for a period of three (3) academic years.

¶ 153. **Section 3**. A teacher may be assigned to more than one (1) extracurricular compensatory activity position during the same school year if no other teacher is equally qualified to perform said activity.

¶ **154.** If a teacher who was already assigned to an extracurricular compensatory position is selected to perform another extra-curricular compensatory position because no other qualified teacher was available when the position was posted, the selected teacher may retain the second position along with the prior position for as long as he/she holds both positions.

¶ **155.** **Section 4**. (Athletic Directors & Coaches) Effective July 1, 2013, the following order of applicant selection shall be used to replace all Athletic Directors and Coaches upon retirement, resignation or other separation from either coaching or teaching:

¶ **156. a)** All vacancies shall first be filled by qualified active teachers in the WTA bargaining unit working at the building where the vacancy exists and who apply and are selected in accordance with Article 10(2) and 10(6)(a) above.
¶ **157. b)** If there are no qualified active teachers applying as noted under 4(a) above then the vacancy shall then be filled by qualified active teachers in the WTA bargaining unit working within the school district and who apply and are selected in accordance with Article 10(2) and 10(6)(a) above.
¶ **158. c)** If there are no qualified active teachers applying as noted under 4(a) or 4(b) above, the Board shall then have the right to fill the vacant position/s from amongst qualified retired teacher and/or non-teacher applicants in accordance with the criteria outlined in Article 10(6)(a) above. The selected candidate/s from this category shall be permitted to serve in this position for a maximum of two (2) years from the date of hiring. Upon expiration of the two (2) year period the position shall be reposted and filled in accordance with the process outlined under Article 10(2) & 10(4).

¶ **159.** **Section 5(a)**. Coaches' Salaries - Personnel assigned to the following extracurricular compensatory coaching positions (except for Business Managers and the Director of Sports as noted below) shall be compensated in a check, separate from the amounts called for in Article 25 each school year, at the end of their coaching season, so assigned for the term of this Agreement, according to Appendix B, Schedule B[1].

¶ **160.** **Section 5(b)**. If the Board institutes an intramural sport program in the Middle Schools, which requires coaches, then the Board and the WTA will meet and negotiate the rate of compensation for such coaches.

¶ **161.** **Section 6(a)**. A coach and/or Director of Sports shall be selected on the basis of his/her pertinent experience and qualifications for the position available.

¶ **162.** **Section 6(b)**. Each Head Coach and Cheerleading Advisor at the High School level shall be reimbursed for expenses incurred by him/her in the course of his/her employment up to a maximum of two hundred fifty dollars ($250.00) per sport per season. Each Assistant Coach, Cheerleader Advisor, Middle School Coach, and Alternative School Coach shall be reimbursed up to a maximum of one hundred fifty dollars ($150.00) per sport, per season. The Director of Sports shall be reimbursed for expenses incurred by him/her in the course of his/her employment up to two hundred fifty dollars ($250.00) per season.

¶ 163. **Section 6(c).** High School Athletic Directors shall be assigned four (4) teaching periods a day with two (2) periods a day, in addition to a preparation period, for athletic department business free of all other assignments. Middle School Athletic Director(s) shall be relieved of all non-teaching duties in order to conduct athletic department business. Should the Board exercise its unilateral right to require High School Athletic Directors to teach more than four periods per day or to eliminate preparation or free periods and/or to reinstate Middle School Athletics Director(s) non-teaching duties, the Board shall negotiate with the Association concerning the impact of such changes.

¶ 164. **Section 7(a)**. Remuneration for secondary school student advisors will be in June, in a check separate from the amounts called for in Article 25, according to Appendix B, Schedule B^2.

¶ 165. **Section 7(b)**. Other club advisors may apply in writing to the Board for remuneration. Such written request shall include a statement of the organizational purposes of the club.

¶ 166. The following priority system for eligibility for these positions shall apply:

(1) Those teachers who created or founded the club.
(2) Those teachers who previously held these positions.
(3) When an opening occurs, the position will be filled in accordance with Section 2 of this Article.

¶ 167. **Section 8**. The Controller of the Activities Fund in the High School shall have his/her preparation period scheduled for the last period (7th) of the day.

¶ 168. **Section 9**. Any teacher who is appointed as chairperson of a High School Accreditation Committee shall have, for the academic year preceding the evaluation, a schedule comparable to a High School Department Head.

ARTICLE 11
PROFESSIONAL DEVELOPMENT

¶ 169. **Section 1(a)**. Employees must submit requests to attend out-of-district workshops, seminars or conferences on the form prescribed by the Human Capital Office. When an employee's request for permission to attend a workshop, seminar or conference is approved in writing in advance by the Superintendent or his/her designee from central office, or when an employee is requested to attend a regional meeting, workshop, seminar, conference, or other professional educational activity, the total expenses of the employee shall be paid by the Board, provided the Superintendent or his/her designee from central office has placed a predetermined ceiling on the amount of such expense. If the employee uses his/her own automobile, the rate of reimbursement for travel shall be at the IRS rate per mile and the employee shall be required to maintain the same level of insurance as set forth in Article 30, Section 2 of this Agreement.

¶ 170. **Section 1(b)**. For the purposes of attending regional meetings, workshops, seminars, conferences, or other professional activities, a teachers' annual expense account of one thousand five hundred dollars ($1,500.00) shall be allotted to each high school and to each middle school. One half of the funds allocated to each high school and each middle

school shall be available by the first day of school of each school year. The remaining half of the funds allocated to each high school and each middle school shall be available by February 1 of each school year. Monies unused in the first half of the school year (first day of school - January 31) shall be carried over to the second half of the school year (February 1 - the last day of the school year) without diminishing the allocation scheduled for the second half of the school year.

¶ 171. **Section 2**. For the purpose of attending regional meetings, workshops, seminars, conferences, or other educational activities, a teachers' expense account in the amounts hereinafter set forth for each K-5 school staff shall be allotted annually in the school budget. The amount of the said teachers' expense account for each K-5 school staff shall be based on the number of professional staff in the Unit, Section, Program, or school as follows:

15 or less	$250.00
16 through 20	$350.00
21 and up	$400.00

¶ 172. **Section 3**. For the purpose of attending regional meetings, workshops, seminars, conferences, or other professional educational activities a teachers' expense account in the amounts hereinafter set forth for each of the following professional staffs shall be allocated annually in the school budget.

¶ 173. The staffs are: Special Education - Teachers, School Social Workers, Guidance Counselors, Speech and Language Pathologists, School Psychologists and Alternative Program. Curriculum - Math, Reading & Language Arts, Science, Physical Education/Health, Family & Consumer Science/Social Studies, Art, Music, Dance and Theater, and Library Media.

¶ 174. Number of professional staff in Unit, Section, Program, or school:

15 or less	$250.00
16 through 20	$350.00
21 and up	$400.00

¶ 175. **Section 4(a)**. In connection with all payments covered by Sections 1-3 above, paid expenses shall include only the expenses such employee(s) incurs for his/her own meals, lodging, transportation, and registration fees. The expense accounts shall not be used to cover the expenditure of monies for substitutes in classrooms unless this qualification is specifically waived by the WTA. Expenditures from each of these funds shall be administered and allocated by the Superintendent or his/her designee from central office.

¶ 176. **Section 4(b)**. In connection with Sections 1-3 above, should a situation arise not covered, a committee from the WTA, appointed by its President, will meet with the Superintendent of Schools or his/her designee from central office to resolve said situation. The solution shall then be reduced to writing and made an addition to this Section and will be used as a guide to decide the outcome of similar situations should they arise. If the committee from the WTA and the Superintendent or his/her designee

from central office cannot resolve the matter, the WTA will meet with the Finance Committee of the Board to resolve said situation.

¶ 177. **Section 5**. Course Reimbursement

¶ 178. (a) Teachers who elect to take, and who successfully complete, graduate (post-college) level courses with a grade of B or better, or its equivalent shall be reimbursed at the rate of two hundred fifty dollars ($250.00) each per course except at a rate of three hundred dollars ($300.00) each per course for courses in the areas of Speech and Hearing, Teachers of the Deaf, Industrial Arts, Special Education, Computer Science, Data-Processing, Math, Science, Bi-Lingual (only in the areas where the City provides Bi-Lingual instruction), Allied Health, Culinary Arts and others which might be approved in advance by the Board, for the tuition cost of such course or courses up to a maximum of three (3) courses in any given school year provided that the teacher has attained, prior to taking the course(s), at least the MA level as listed in Article 25, Section 1, and the Salary Schedules in Appendix A and provided that the teacher has the prior approval of the Superintendent to take, and receive reimbursement for, a course or courses. A teacher may not use any course for which he or she has requested and received reimbursement to attain advancement to a higher salary column as described in Article 25, Section 1, and the Salary Schedules in Appendix A.

¶ 179. Courses completed after July 1, in any given year, shall be counted as having been taken during the next school year. However, with regard to courses taken in the Spring semester (from January-May) or the Summer semester (May-June 30) teachers may apply for reimbursement the following school year but said course is credited to the prior school year for purposes of determining the number of courses. This shall not affect the course reimbursement for that current school year. The maximum a person may collect at a given time is nine hundred dollars ($900.00). 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.

¶ 180. (b) Submission of forms for reimbursement for course or courses taken shall be made on or before March 15. Proof of successful completion of course or courses taken must be sent to the Superintendent's Office.

¶ 181. (c) The decision as to whether any course will be approved for reimbursement shall be made by the Superintendent or his or her designee in his or her sole discretion. A decision regarding course reimbursement may be appealed pursuant to the grievance procedure. However, any review of this decision shall be limited to the issue of whether the decision to grant or deny course reimbursement was made in good faith, i.e. not arbitrary or capricious or without rational basis in fact.

¶ 182. **Section 6**. Professional Development shall not be denied to a teacher on the basis of the time of the school year. However, teachers may be denied professional development during Smarter Balanced testing or other standardized testing periods as may be required from year to year.

¶183. **Section 7.** If a teacher volunteers to facilitate a professional development session, the teacher shall be compensated for any preparation time outside of the regular work day subject to prior approval of such time by the Superintendent or his/her designee. Such compensation shall be calculated according to the contractual hourly rate.

¶ 183A. **Section 8.** Teachers serving on curriculum revision committees that meet outside of the contractual workday shall be paid an hourly rate of forty dollars ($40). The maximum amount of hours per curriculum revision period shall be set by the Superintendent of Schools or his or her designee.

ARTICLE 12
TEACHER FACILITIES

¶ 184. **Section 1**. To the extent feasible in existing buildings and provided that no substantial capital investment is necessary, the Board and the Association agree that each school should have the following facilities:

¶ 185. a. Space in each school in which the teacher may safely store instructional materials and supplies.

¶ 186. b. A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials.

¶ 187. c. An appropriately furnished room to be used as a faculty lounge. This room shall be in addition to the aforementioned work area.

¶ 188. d. Well-lighted and clean restrooms with separate facilities for men and women.

¶ 189. e. A system whereby teachers can effectively and expeditiously communicate with the main office in the event of an emergency; and the main office will be able to communicate with teachers at all times.

¶ 190. f. Facilities with lock and key shall be provided for a teacher's personal possessions.

¶ 191. g. Whenever hot or cold lunches are served, an appropriate and separated dining area shall be provided for teachers.

¶ 192. h. A permanently assigned personal desk and chair for each teacher.

¶ 193. i. One telephone in each faculty lounge or similar facility with a different centrix extension than the main office will be provided for professional use only.

¶ 194. **Section 2**. Every effort shall be made by the administration of each building to provide an appropriate work space and location for each teacher of Special Services and General Services which will be conducive to the fulfillment of his/her instructional duties.

¶ 195. **Section 3**. General and Special Service teachers shall be assigned a personal desk, chair, and access to a cabinet with lock and key in each school to which they are assigned for

the teacher's personal and professional possessions. These items shall be reasonably accessible in an area or room conducive to the nature of their work.

¶ **196.** **Section 4**. Should the Board exercise its unilateral right to alter or discontinue the secretarial services available to teachers at each school, the special education learning center, and/or central office, the parties shall bargain over the impact of such change, if any.

ARTICLE 13
PROFESSIONAL RESPONSIBILITIES

¶ **197.** Realizing the need for community relations and the fostering of communication between the schools and the parents, the Board and the WTA agree that a certain activity should be scheduled to encourage these aims.

¶ **198.** **Section 1**. The Board will schedule two (2) "Parent-Teacher Conference Periods" during the school year; in the fall and in the spring. "Parent-Teacher Conference Periods" shall include both a Designated Conference Period Day whereby the teacher shall meet with parents during a two (2) hour block of time and, shall have parent-teacher conferences at other, mutually convenient times within three (3) weeks of report cards, in order to accommodate parents who provide notice that they would like to participate, but who cannot attend a conference on a Designated Conference Period Day.

¶ **199.** The Board may also schedule one (1) "Open House" during the school year. The WTA shall foster the "Open House" activity and participate in this activity. All teachers shall attend such "Open House" activity except in those instances where such teacher has written permission from the Superintendent or his/her designee to be absent. An "Open House" shall be in the early evening.

¶ **200.** The regular school day on an Open House day and a Designated Conference Period Day shall follow the school's early dismissal schedule.

¶ **201.** **Section 2**. In the event the Board chooses to replace "Parent-Teacher Night" with some other activity in keeping with above mentioned goal, the activity shall be agreed to by the Board and the WTA.

¶ **202.** **Section 3**. The Board and the Association agree that teachers are professionals who should wear appropriate professional attire to work. It shall be the responsibility of the Building Administrators to make certain that all bargaining unit members meet their responsibility to wear appropriate professional attire, as determined by the Board.

ARTICLE 14
ADVISORY COUNCILS

¶ 203. **Section 1**. Principal's Advisory Council

¶ 204. A Principal's Advisory Council shall be formed in each school. Such Council shall have as members: the Principal of the School, the WTA Building Representatives or designees appointed by the WTA and a number of other staff members, chosen by the principal, equal to the number of WTA Building Representatives or designees.

¶ 205. The Principal of the School shall meet at least once a month during the school year with the Principal's Advisory Council. The purpose of such meetings shall be to discuss school operations as they regard the physical plant, problems of discipline, staff problems, supplies and any other subjects which relate to the harmonious operation of the plant as it relates to the staff, children, and the school. WTA Building Representatives have the responsibility of presenting problems to the Council which reflects the concerns and interests of the staff.

¶ 206. The Principal's Advisory Council meetings shall be scheduled at a mutually agreed upon time that does not interfere with instructional time or duty time of any of the participants and shall not be scheduled on dates set for WTA Representative Council meetings and/or any General Membership meetings.

¶ 207. **Section 2**. Special Services Advisory Council

¶ 208. A Special Services Advisory Council shall be formed within the Department of Special Services. Such council shall have as members: Assistant Superintendent of Special Education/Pupil Personnel Services or designated administrator with special education certification, Supervisors of Special Education, WTA Faculty representatives or designees appointed by the WTA from the Special Services Department, and a number of other staff members, selected by the Assistant Superintendent of Special Services/Pupil personnel Services, equal to the number of WTA faculty representatives or designees.

¶ 209. The Superintendent or Designee shall meet with the Council at least once each marking period during the school year for the purpose of discussing staff problems, supplies, and other subjects which relate to the harmonious operation of the Special Services Department, as it relates to the children, the staff, and the Department. Representatives shall have the responsibility of presenting problems which reflect the concerns and interests of the Special Services staff. Additional meetings may be scheduled if the need arises

¶ 210. The Council meetings shall be scheduled at a mutually agreed upon time that does not interfere with instructional time or duty time of the participants and shall not be scheduled on dates set for WTA Representative Council meetings and/or General Membership meetings.

¶ 211. **Section 3**. General Services Advisory Council

¶ 212. A General Service Area Council shall be formed from the various General Service Departments. Such council shall have as members the WTA faculty representatives from the General Service Department or designees appointed by the WTA and a number of other staff members, chosen by the Superintendent and/or his/her designee, equal to the number of the WTA faculty representatives and/or designees.

¶ 213. The Superintendent and/or his/her designee shall meet with the council at least once a month during the school year. This group shall have the responsibility of presenting problems which reflect the concerns and interests of the General Service Department.

¶ 214. The council meeting shall be scheduled at a mutually agreed upon time that does not interfere with instructional time or duty time of any of the participants and shall not be scheduled on dates set for WTA Representative Council meetings and/or General Membership meetings.

ARTICLE 15
WTA PRIVILEGES

¶ 215. **Section 1**. Prior to the start of or after the close of school on school days, the WTA shall have the right to use designated areas in school buildings for meetings of teachers, 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, provided, however, that there shall be no cost to the WTA.

¶ 216. **Section 2**. The WTA may distribute material dealing with meeting notices and official matters of the WTA to persons covered by this Agreement, provided such distribution shall not interfere with normal classroom procedures. Indiscriminate circulating of material or handing out of material will not be allowed.

¶ 217. **Section 3**. One (1) bulletin board in each school shall be reserved for the use of the WTA for the posting of official WTA notices and/or announcements. Copies of any such notices to be posted shall be submitted to the Office of the Superintendent before posting. Such bulletin boards shall be in the office of the school and in the teachers' rooms.

¶ 218. **Section 4**. The Board and the WTA 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 processing of any grievance by either party or to the negotiating by the WTA and the Board of a successor agreement.

¶ 219. **Section 5**. The WTA shall be provided with a copy of the Official Agenda of public Board meetings prior to such meetings if such agenda is issued. The Board shall also provide the WTA with a copy of the official minutes of public Board meetings at the time that the Board distributes these minutes to its members.

¶ 220. **Section 6**. Any teacher covered by this Agreement and who is elected the President of the National Education Association, the President of its Department of Classroom Teachers, or the President of the Connecticut Education Association shall, upon his/her written request to the Superintendent of Schools, be granted an unpaid leave of absence with full privileges, not to exceed two (2) years in duration for the purpose of discharging the duties of such office; and, upon the WTA written request, an unpaid leave of absence shall be granted for every school year to one (1) teacher for the purpose of providing full-time assistance to the WTA in discharging its duties as the exclusive collective bargaining representative of the teachers covered by this Agreement. All time spent on every such leave shall be counted as time in the employ of the Waterbury School System for all purposes, provided, however, that no additional sick leave shall be accumulated during said leave. Upon his/her return, the teacher shall be assigned to the same or comparable position to that which he/she held at the time said leave began. During such unpaid leave, teachers are eligible for continuation of health benefits subject to payment of 102% of the applicable cost of the plan.

¶ 221. Upon written request to the Board, the President of the WTA shall be granted unpaid leave of absence for the time during which he/she shall hold this office. During such unpaid leave, the President of the WTA shall be eligible for continuation of health benefits subject to payment of 102% of the applicable cost of the plan. No sick leave shall accrue or be accumulated during said leave.

¶ 222. At the termination of his/her office as President of the WTA he/she shall be reinstated to a comparable position to the position he/she held at the time he/she left to serve as President of the WTA. Any teacher reinstated, shall be paid at the same rate of pay as that which he/she would be receiving if he/she had continued his/her service in the School Department instead of being on leave to serve as WTA President and any remaining sick leave for which he/she was eligible at the time he/she left to serve as President, shall be credited to him/her upon return to active teaching. Such time spent serving as President of the WTA shall be used in computing his/her seniority, and in determining his/her eligibility for pension benefits and in computing the amount of same.

¶ 223. **Section 7**. The Board shall allow a reasonable amount of time off with pay to Executive Committee members of the WTA to attend to Association business.

¶ 224. **Section 8**. The President of the WTA or his designated representative from the Executive Committee shall be permitted to visit the schools and/or departments in connection with the WTA business, if the President, or said designated representative, asserts, that WTA business requires such a visit. Upon the President's (or said representative's) arrival at the school he/she shall notify the Principal of his/her presence. If a meeting with a teacher(s) is necessary, it shall be scheduled so as not to disrupt the teacher's(s)' class assignments.

ARTICLE 16
SICK LEAVE

¶ 225. **Section 1**. A call in system shall be established by which teachers will leave a coded message on an answering machine when asking for a substitute. These lines shall be available each day after regular business hours in order to alleviate the problem of being able to get through to the substitute lines.

¶ 226. **Section 1(a)**. No later than October 1 of each year, every teacher employed by the Board shall continue to receive an individual statement containing the number of his unused, accumulated leave days (i.e., sick, personal).

¶ 227. **Section 1(b)**. For the purpose 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; (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; or (d) the absence from work as a result of the arrival of an adopted child or biological child into the employee's domicile. Sick leave under subsection (c) above shall be subject to an absolute maximum of ten (10) sick days in any work year. Sick leave under subsection (d) above shall be subject to an absolute maximum of ten (10) sick days in any work year, inclusive of subsection (c) above, and shall be counted as part of any annual employee leave allotment prescribed under the Family Medical Leave Act (FMLA). 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.

¶ 228. **Section 2**. Sick Leave Payout – Upon the full normal retirement or the death of an employee of the professional staff who was employed by the Board but had less than five (5) years of service as of June 30, 2002, said employee or his/her estate shall be paid the equivalent of one-half (1/2) of his or her accumulated sick leave, over and above his/her regular compensation. The maximum amount of sick leave an employee may accumulate for this purpose shall be limited to seventy-five (75) days. Such payments shall be based on 1/180th of an employee's annual salary.

¶ 229. Upon the full normal retirement or the death of an employee of the professional staff who had between five years plus one (1) day and ten (10) years of service as of June 30, 2002, said employee or his/her estate shall be paid the equivalent of one-half (1/2) of his or her accumulated sick leave, over and above his/her regular compensation. The maximum amount of sick leave an employee may accumulate for this purpose shall be limited to one-hundred fifty (150) days. Such payments shall be based on 1/180th of an employee's annual salary.

¶ 230. Upon the full normal retirement or the death of an employee of the professional staff who had ten years plus one day or more of service as of June 30, 2002, said employee or his/her estate shall be paid the equivalent of one-half (1/2) of his or her accumulated sick leave, over and above his/her regular compensation. The maximum amount of sick leave an employee may accumulate for this purpose shall be limited to the employee's actual accumulation as of June 30, 1996, or one-hundred eighty (180) days, whichever is greater. Such payments shall be based on 1/180th of an employee's annual salary.

This payment shall be made in a lump sum prior to or on the last pay cycle for teachers (26th pay period) of the school year in which the full normal retirement or death occurs.

¶ 231. For any employee hired after June 30, 2002 who has completed at least twenty (20) years of service as a teacher in Waterbury, upon full normal retirement (pursuant to the State Teachers retirement Fund) or death of the employee, said employee or his/her estate shall be paid the equivalent of twenty percent (20%) of his or her accumulated sick leave over and above his/her regular compensation provided that s/he has at least 225 sick days banked at the time of retirement or death. Such payments shall be based on 1/186th of an employee's annual salary in the year of retirement and/or death. The maximum number of days paid shall be less than or equal to seventy-five (75) days. This payment shall be made in a lump sum prior to or on the last pay cycle for teachers (26th pay period) of the school year in which the full normal retirement or death occurs.

¶ 232. For the purposes of this Section, the phrase "full normal retirement" shall mean the actual service 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. "Intentional wrongdoing" does not include inefficiency or incompetence.

¶ 233. If the eligible teacher dies prior to the distribution of any portion of these monies, his/her estate shall be paid any remaining amount due within thirty (30) days of notification of death.

¶ 234. Any teacher entitled to receive a payment for accumulated sick leave shall receive such payment in the initial year of eligibility for payment if and only if the teacher provides written notice of his or her intention to retire on or before March 1 of the year in which the teacher intends to retire. If the teacher fails to provide notice of intent to retire prior to March 1, he or she shall receive any payment for accumulated sick leave to which he or she in entitled commencing with the thirty -seventh (37th) month following his/her retirement.

¶ 235. If the eligible teacher dies prior to the distribution of any portion of these monies, his/her estate shall be paid any remaining amount due within thirty (30) days of notification of death.

¶ 236. **Section 3**. Employees shall be entitled to fifteen (15) sick leave days per year. There shall be no limit to the number of sick days accumulated except for purposes of payment of unused sick leave upon retirement, as set forth in Article 16, Section 2 above.

¶ 237. **Section 4**. In the event of absence of a teacher for illness in excess of three (3) consecutive working days or a pattern of days absent occurs, the Superintendent or his/her designee from central office may, if s/he has reasonable cause to believe there is an abuse of sick leave policy, request a medical certificate attesting to illness sufficient to keep the teacher from work for more than three (3) consecutive days or require an examination by a mutually agreed physician or a mutually agreed upon health center, providing such examination is at the Board's expense.. The Union and Board shall maintain a list of at least five (5) mutually agreed upon health centers and/or physicians.

¶ 238. **Section 5**. Whenever a teacher has exhausted his/her sick leave, or wherever special or unusual conditions exist, he/she may request the Superintendent or his/her designee from central office for an extension of unpaid sick leave, which may be granted by the Board which shall review all such applications. The decision of the Superintendent, his/her designee from central office and/or Board regarding the granting or denial of such leave shall be final, and shall not be subject to the grievance procedure.

¶ 239. **Section 6**. Any member of the City of Waterbury teaching or administrative staff shall be permitted to contribute days from his/her sick leave accumulation to teachers who suffer prolonged and serious physical illness or injury as certified by a physician and whose paid leave accumulation has been exhausted (including sick and personal leave). The WTA shall notify the staff when an individual teacher 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 teacher. Individual teachers or administrators 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 teacher shall be returned to the donor.

¶ 240. In addition, the following conditions apply:

¶ 241. (a) Donated sick leave may not be used to cover the first twenty (20) work days of any illness or injury; and

¶ 242. (b) The maximum total number of sick days that can be donated to a tenured teacher shall be sixty (60), and the maximum total number that can be donated to a non-tenure teacher shall be twenty-five (25).

¶ 243. **Section 7**. When a teacher has been absent due to a prolonged and serious illness and is able to return to his or her position but not on a full time basis, as certified in writing by the teacher's attending physician, he/she may return to a limited schedule. The teacher shall request this return option in writing, of the Superintendent or his/her designee from central office, whose decision on the return to work on this limited basis shall be final and not subject to the provision of this Agreement's Grievance Procedure. The teacher shall arrange the necessary flexible schedule with the substitute until the teacher can

return to his/her duties on a full time basis. On days when the teacher works part-time, his/her sick leave accumulation shall be diminished on a pro rata basis.

¶ 244. **Section 8**. Nothing in this Article shall diminish the teachers' rights to leaves under the Family and Medical Leave Act or any other applicable laws. However, leaves that qualify under such laws shall run concurrently with leaves provided under this Article.

ARTICLE 17
SABBATICAL AND PROFESSIONAL LEAVE

¶ 245. **Section 1**. Desiring to reward professional performance and encourage independent research and achievement, the Board shall foster a policy which encourages and permits teachers to plan and take sabbatical leaves. Upon recommendation by the Superintendent or his/her designee from central office, 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.

¶ 246. (a) No more than one percent (1%) of the teaching staff shall be absent on sabbatical leave at any one time.

¶ 247. (b) The teacher's written application for sabbatical leave is received by the Superintendent or his/her designee from central office, no later than March 31 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 31 filing date may be waived by the Superintendent or his/her designee from central office. A teacher receiving such leave shall retain all privileges and benefits that he would have received had he not been on such leave.

¶ 248. (c) The teacher 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 last sabbatical leave. Such time limits may be waived by the Board in exceptional situations.

¶ 249. **Section 2**. An advisory committee comprised of three (3) professors, drawn from local area colleges shall review the written applications submitted for sabbatical leave consideration. The WTA shall choose one (1) member of this advisory committee, the Board another, and the two (2) chosen by the Board and WTA shall select the third (3rd) member of the advisory committee. The committee shall, no later than May 1 of the year preceding the intended sabbatical leave, forward to the Superintendent, Board and WTA all leave requests and shall note which are outstanding and are of significant benefit to the Waterbury school system. The Superintendent or his/her designee will make his/her recommendations, if any, to the Board, not later than June 1 of the year the leave was requested. The advisory committee's expenses, if any, shall be equally divided between the WTA and Board.

¶ 250. **Section 3**. A teacher 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 as the result of any program grant) shall not exceed the teacher's full annual salary rate.

¶ 251. **Section 4**. During a sabbatical leave, teachers are eligible for continuation of health benefits subject to payment of 102% of the applicable cost of the plan.

¶ 252. **Section 5**. Accrued benefits shall not be accumulated during a sabbatical leave.

¶ 253. **Section 6**. Any teacher granted such sabbatical leave shall agree, by formal written agreement, incorporating the provisions of this Article 17, to return to his/her employment in Waterbury for two (2) full school years subsequent to the conclusion of such sabbatical leave. The teacher shall have the WTA review the said written agreement. In the event such teacher does not return to the Waterbury school system, such teacher 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 3 hereof) as liquidated damages for his/her failure to abide by the aforesaid formal written agreement. Upon the teacher'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 teacher to complete two (2) full school years of service upon return from sabbatical leave, is due to the teacher's permanent total disability or his/her death, then he/she or his/her estate shall not be liable for the prorated liquidated damages hereinafter prescribed. If upon the teacher's return to the Waterbury school system, he/she does not complete two (2) full school years, then he/she shall be liable for damages in accordance with the following formula:

368 less (Number of work days completed upon return)	Multiplied by: The amount of money received from the City while on Sabbatical Leave.

¶ 254. **Section 7**. Payments to teachers on sabbatical leave shall be made in accordance with the method of payment prescribed by Article 25 hereof. The mailing of the paychecks to the teacher on sabbatical leave shall be in self-addressed, postage prepaid, envelopes provided by the teacher.

¶ 255. **Section 8**. A regular full-time teacher shall be given professional leave with full pay for the purpose of attending short term special courses directly related to his work. Requests for such leave must be approved in advance by the Superintendent or his/her designee and by the Board and may not, in any event, exceed a total of twenty (20) school days in any one calendar year.

¶ 256. **Section 9**. The decision to grant or deny a sabbatical or professional leave shall not be subject to the grievance procedure.

ARTICLE 18
PERSONAL LEAVE

¶ 257. **Section 1**. Each teacher who was employed by the Board prior to February 1 of the pertinent school year shall be entitled to three (3) personal days, which may not be carried over from year to year, as a day off with pay, within the school year.

¶ 258. **Section 1(a)**. Personal days are intended to be used for emergencies and/or to provide a teacher with time off to attend to personal matters that cannot be conducted with reasonable convenience outside of school hours. Examples of personal matters include, but are not limited to, the performance of legal, household and other business matters which could not otherwise be performed during the teacher work day.

¶ 259. **Section 1(b)**. Written application for such leave shall be made to the Building Principal on a form prescribed by the Superintendent or her/his designee from central office, as far in advance as practicable and at least seventy-two (72) hours in advance, except in cases of emergencies. Approval of personal day applications, not including an emergency situation, shall be at the discretion of the Superintendent or his/her designee from Central Office, but such approval shall not be unreasonably withheld. In an emergency situation, the teacher, when notifying the Building Principal 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.

¶ 260. **Section 2**. No personal days shall be used for the purpose of extending vacation periods (e.g., Christmas recess or Spring recess or the extension or prolongation of the period between the end of a given school year and the commencement of a new school year) or for the purpose of extending "long week-ends" (Thanksgiving or Memorial Day Weekends).

¶ 261. **Section 3.** For teachers who have previously accumulated compensatory days available to them, the Board shall compensate each teacher for those accumulated compensatory days at a rate of $45 per hour on or before the final pay period of June, 2023. Thereafter, compensatory days and any reference thereto shall be permanently eliminated.

ARTICLE 19
FUNERAL LEAVE

¶ 262. **Section 1**. In each instance encountered, each teacher shall be granted no more than three (3) days leave without loss of pay, to be called Funeral Leave, in the event of a death in his immediate family. Such leave shall be taken between the day of death and day of burial and/or ceremony, except-that in no event shall such leave be more than three (3) work days commencing with the day of death, unless written verification of the date of burial and/or ceremony beyond the aforementioned timeframe has been provided. 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 teacher's household.

¶ 263. **Section 2**. In the case of an aunt, uncle, niece, nephew, former legal guardian, foster parents/children (except those domiciled in the teacher's home who shall be considered immediate family) of the teacher, one (1) day of funeral leave with pay, if necessary to attend the funeral of such relative shall be granted to the teacher. 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.

¶ 264. **Section 3**. In no event shall teachers be paid funeral leave for days upon which they are not scheduled to work.

¶ 265. **Section 4**. 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 the personal days referenced above have been exhausted, the employee may use up to three (3) sick days.

¶ 266. **Section 5**. The Board has the right to require documentation in order to determine eligibility for funeral leave.

ARTICLE 20
LEGAL AND MILITARY LEAVE

¶ 267. **Section 1**. 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 that the employee is not the Plaintiff. A teacher grievant shall be given leave to attend any grievance proceedings without loss of pay. 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.

¶ 268. **Section 2**. Teachers shall be provided military leave in accordance with applicable state and/or federal law.

ARTICLE 21
RELIGIOUS LEAVE

¶ 269. **Section 1**. A total of no more than three (3) days leave with pay shall be granted in any one school year for the purposes of commemorating and observing work-restricted holy days (e.g., Jewish, Muslim, Greek Orthodox faiths) with no loss of substitute's pay.

ARTICLE 22
CHILDBEARING AND CHILDREARING LEAVE

¶ 270. **Section 1(a)**. Disabilities caused, or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom, shall be treated as temporary disabilities for all job-related purposes. Leave requested because of temporary disabilities as described in this

Section shall be considered sick leave (as per Article 16 hereof) if requested by the teacher. In the event of the occurrence of a disability described in this Section, a teacher shall be required to utilize her paid leave entitlement (prescribed by Article 16 and Article 18 hereof), if any, during the entire, or partial, period of such disability. In the event that there are not sufficient paid leave available to the teacher, sick leave without pay shall be granted to any teacher under this Article upon request.

¶ 271. **Section 1(b)**. If the teacher elects the Article 16 sick leave benefits, she may obtain these benefits to the extent of her sick leave entitlement for a period of up to six (6) weeks after normal delivery of the child and up to eight (8) weeks after Cesarean Section. This time period for the receipt of paid sick leave may be extended, upon request of the teacher, if the teacher submits to the Superintendent's office a doctor's certificate indicating that teacher remains temporarily disabled. Either before, or at the time of, the expiration of the said six-eight (6-8) week time period, the teacher may apply for extended leave without pay as per the provisions of Section 2 hereof.

¶ 272. **Section 2**. In addition to, and independent of, the disability leave benefits prescribed by Section 1 hereof, any teacher shall be entitled, upon written request to, and approval of, the Superintendent, to an extended leave without pay in the event of pregnancy or for the purposes of child rearing. The leave without pay prescribed by this Section shall be hereinafter referred to, in this Section, as childrearing leave without pay. Such childrearing leave without pay, shall be for a period of time not to exceed one (1) year from the date of the granting of the said childrearing leave. However, upon written request of the teacher, and approval of, the Superintendent, the leave shall be extended so that the leave shall terminate on the first day of school in any given school year.

¶ 273. **Section 2(a)**. Approval by the Superintendent, of this childrearing leave extension, shall not be unreasonably or inequitably withheld. All benefits to which the teacher is entitled at the time of such absence, including unused sick leave, City pension rights, seniority, tenure, shall be restored upon the teacher's return and he shall be assigned to the position held at the time the said leave began, if possible, or to a substantially equivalent position. Every effort shall be made by the teacher to request leave at least thirty (30) days before the effective date. In cases of emergency, the time limits shall be waived. No advancement on the Article 25 Salary Schedules shall be granted for any childrearing leave without pay which extends for more than ten (10) school months, but advancement shall be given for any such leave which extends for less than ten (10) school months. However, the provisions of Article 25, Section 10 shall be applicable. All medical and dental insurance and other employee benefits shall continue in force for any employee on childrearing leave without pay, for a maximum of twelve (12) months following the commencement of such leave, provided that the teacher pays the Board, on a schedule and in a manner determined by the Board, the active employee premium cost share, if any, of the benefits so continued. Failure of the teacher to make such payments as directed by the Board shall result in termination of such benefits.

¶ 274. **Section 2(b)** If the teacher fails to return to employment for the six (6) months immediately following the expiration of the leave, the teacher shall reimburse the Board, within ninety (90) days, the Board's cost of the insurance benefits provided while the

teacher was on childrearing leave without pay, unless serious illness or death prevents or interrupts the teacher's six (6) month return.

¶ 275. **Section 3**. Nothing in this Article shall diminish the teachers' rights to leaves under the Family and Medical Leave Act or any other applicable laws. However, leaves that qualify under such laws shall run concurrently with leaves provided under this Article.

ARTICLE 23
SPECIAL LEAVE

¶ 276. **Section 1**. Any teacher may upon written request to the Superintendent or his/her designee from central office, and with the approval of the Superintendent or his/her designee from central office and the Board, be granted an unpaid leave of absence for the following reasons: professional improvement when the teacher is not eligible for sabbatical leave; employment as a teacher at a United States military installation abroad; or any other activity which would in the opinion of the Superintendent or his/her designee from central office, redound to the future benefit of the Waterbury School System.

¶ 277. **Section 2**. All benefits to which the teacher 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. Insurance and other employee benefits shall continue in force for any employee on special leave without pay at the Superintendent or his/her designee from central office's discretion. However, if said benefits are provided and the teacher fails to return to employment for the six (6) months immediately following expiration of the leave, the teacher shall reimburse the Board, within ninety (90) days, the cost of insurance benefits that the Board provided while the teacher was on special leave without pay, unless serious illness or death prevents or interrupts the teacher's six (6) month return. 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 or his/her designee from central office and the Board.

¶ 278. **Section 3**. Nothing in this Article shall diminish the teachers' rights to leaves under the Family and Medical Leave Act or any other applicable laws. However, leaves that qualify under such laws shall run concurrently with leaves provided under this Article.

ARTICLE 24
GRIEVANCE PROCEDURE

¶ 279. **Section 1**. Definitions

¶ 280. a) A grievance is hereby defined as:

¶ 281. (1) A claim by either an employee or a group of employees, the WTA, 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 a condition affecting the employee's health and safety.

¶ 282. (2) An employee complaint or a complaint by the WTA concerning the evaluation of disciplinary action inflicted upon an employee shall be processed in accordance with the provisions of this Article.

¶ 283. (3) An allegation that there has been a procedural violation of the teacher evaluation plan, provided that such grievance shall not proceed beyond Level 2 of the formal process.

¶ 284. b) Whenever the term "days" is used in this Article, such term shall mean regularly scheduled school days.

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

¶ 286. a) Employee Grievance

¶ 287. **Stage 1**. (Informal)

¶ 288. The employee and a WTA representative (if the employee so desires) shall discuss the grievance informally with the school official serving as the employee's immediate administrative superior.

¶ 289. While the aforementioned discussion is mandatory, it shall have no effect on the running of the time limit of thirty (30) school days as 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) days period, it is incumbent upon the employee to submit the written grievance to his/her immediate superior in accordance with the provisions of Stage 2, Level 1, below.

¶ 290. **Stage 2**. (Formal)

¶ 291. **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 WTA representative, which they must attend, but in any event must answer the grievance in writing with copies to the employee and the WTA within seven (7) school days following receipt of the written grievance.

¶ 292. **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 the WTA, may appeal the decision rendered on the grievance by his/her immediate

administrative superior to the Superintendent or his/her designee provided said appeal is received by the Superintendent or his/her designee within seven (7) school 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 shall meet with the employee, a WTA representative, and witnesses, if any, for the employee and/or the Board, for the purpose of hearing the appeal and shall within seven (7) school days following the date upon which said meeting is held, render his/her decision in writing, sending copies to the employee and the WTA. The time limit for rendering of a decision herein may be extended by mutual agreement. Such requests and extensions shall be communicated in writing and consent to extend said time limit shall not be unreasonably withheld. If no extension has been agreed upon and a decision has not been rendered within the designated time frame, the grievance shall automatically be advanced to the next step of the grievance process.

¶ 293. **Level 3**. In the event the grievance is not satisfactorily resolved as a result of the decision rendered by the Superintendent or his/her designee in Level 2 above, the employee, by himself/herself or through the WTA, 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 or his/her designee's decision. Within seven (7) 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, the WTA, and witnesses, if any, for the employee and/or the Board, with respect to said appeal and shall, within seven (7) school days following hearing, render a decision in writing with copies to the employee and the WTA. The time limits for a Board hearing and/or rendering of a decision herein may be extended by mutual agreement. Such requests and extensions shall be communicated in writing and consent to extend said time limits shall not be unreasonably withheld. If no extensions have been agreed upon and a decision has not been rendered within the designated time frame, the grievance shall automatically be advanced to the next step of the grievance process.

¶ 294. **Level 4**. In the event the grievance is not resolved as a result of the procedures of Level 3 above, the WTA may submit the grievance to the State Board of Mediation and Arbitration ("SBMA"), the American Arbitration Association (the "AAA") or the Alternative Dispute Resolution Center (the "ADRC") in writing to binding arbitration in accordance with the Voluntary Rules of Labor Arbitration of the American Arbitration Association and subject to the limitations of Statute, including the Connecticut Arbitration Statutes; provided that the grievance is submitted to the SBMA, AAA or ADRC in writing by certified or electronic mail (if applicable), no later than ten (10) 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 decision, whichever shall occur first. Copies of the Demand for Arbitration sent to the SBMA, AAA or the ADRC must also be sent to the Superintendent and to the Board, to Corporation Counsel and to any other representative so designated by the Board.

¶295. The time limits for submission to arbitration may be extended by mutual agreement. Such requests and extensions shall be communicated in writing (first class or electronic mail) and consent to extend said time limits shall not be unreasonably withheld.

¶ 296. Fees and expenses of the Arbitrator- and court reporter shall be borne equally by both Parties. In the event either Party requests the use of a court reporter for grievances submitted to the SBMA, the court reporter fees and expenses shall be borne equally by both Parties. 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 to extend the time period. The procedures hereby established in this Article shall be the sole remedy for grievances under this Agreement.

¶ 297. b) Board or WTA Grievance

¶ 298. **Section 1**. The WTA and the Board and/or the Superintendent or his/her designee may file grievances, 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. Such grievances may be filed at Level 2 set forth above if they allege a violation of the contractual rights of the WTA as a labor organization or of the Board and/or the administration as an employer, or if they affect teachers in more than one school.

¶ 299. **Section 2**. Parties to a grievance are encouraged to make every effort to settle the grievance at the lowest possible administrative level and at the earliest stages of the grievance procedure set forth in this Article.

¶ 300. **Section 3**. Any grievance, not processed in accordance with time limits specified herein, shall be deemed waived by the grievant. Failure at any step of this procedure to communicate the decision on a grievance within the time limits set forth herein shall permit the grieving party to proceed to the next step.

¶ 301. **Section 4**. The preparation and processing of grievances shall be conducted after hours of employment. All reasonable effort will be made to avoid involvement of students in any phase of the grievance procedure.

¶ 302. **Section 5**. The Professional Rights and Responsibilities Committee (PR&R Committee) of the WTA shall have the right to assure compliance with the provisions of such Procedure or to represent the aggrieved if the aggrieved so desires. The WTA will receive prior notice of the time and place of any formal meetings held hereunder.

¶ 303. **Section 6**. Nothing in this Agreement shall be construed as compelling the WTA to submit a grievance to arbitration.

¶ 304. **Section 7**. The procedures hereby established in this Article shall be the sole remedy for grievances under this Agreement.

¶ 305. **Section 8**. All grievances, including WTA grievances, shall include the name and position of the grievant and the names and positions of the parties to a WTA grievance, the provision of the agreement violated, the time and the place where the alleged events or conditions constituting grievance existed, the identity of the party responsible for causing said events or conditions, if known, and a general statement of the nature of the grievance and the redress sought by the aggrieved party. The WTA shall, within twenty (20) days after filing a class action grievance, provide the Board with the names and positions of the parties to the WTA class action grievance, where appropriate. For example, in a grievance affecting all teachers, or all teachers in a level (K-5), grade, department or building, it shall be appropriate for the WTA to identify the group; in a grievance where a class of individuals claim harm and such harm is not directly related to their "class" then it shall be incumbent upon the WTA to name the individuals and their positions.

¶ 306. **Section 9**. Unless mutually agreed to by the parties, the Arbitrator shall hear and decide only one (1) 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 binding (per the limitations of Stage 2 - Level 4 - hereof) upon both parties and all employees during the life of this Agreement, except that neither the Arbitrator nor his/her award shall usurp the statutory authority of the Board. The Arbitrator shall have the power to make an award, including appropriate compensatory awards.

¶ 307. **Section 10(a)**. Meetings - 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, a WTA-CEA-NEA representative(s) and Board representatives and witnesses (not to be construed as observers to the proceedings). WTA and Board counsel shall be permitted at Levels 3 and 4. If, at the option of the Superintendent, his/her designee, or the Board, hearings are held during school hours, persons proper to be present shall be excused without loss of pay.

¶ 308. **Section 10(b)**. The WTA may, if it so desires, call upon the professional services of the Connecticut Education Association and/or the National Education Association for consultation and assistance at any stage of the procedure.

¶ 309. **Section 10(c)**. When, pursuant to the Grievance Procedure prescribed by this Article, the WTA 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 the WTA Committee on Professional Rights and Responsibilities, or other representative designated by the WTA, shall be released for one (1) school day, without loss of pay, to investigate the alleged grievance.

¶ 310. **Section 11**. Copies of any grievances, or answers thereto, shall be sent to the grievant, the WTA and/or the Board.

¶ 311. **Section 12**. In the event a grievance is filed between June 1st 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 grievance through Level 3 by the succeeding Labor Day. Nothing herein shall prevent the Parties from reaching agreement to waive timelines and/or hold grievances in abeyance during the summer recess.

¶ 312. **Section 13**. 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 adjustment shall not create a precedent or ruling binding upon either of the parties to this Agreement in future proceedings.

¶ 313. **Section 14**. Neither the Board nor the WTA 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 the WTA shall not be required to process a grievance for any employee or represent him during the processing of his own grievance.

¶ 314. **Section 15**. The aggrieved teacher may be represented at Stage 1 of the informal grievance procedure and/or at Levels 1, 2 and 3 of the formal grievance procedure by a representative of the WTA who is not a member of the Rep Council. When a teacher is not represented by the WTA, the WTA shall have the right to be present and to state its views at all stages of the Grievance Procedure.

¶ 315. **Section 16**. Grievance processing software implemented on 8/13/2014 shall be continued in use. Any further revision shall be mutually agreed upon. The filing and processing grievances and related documents shall be prepared by the WTA and made available to the Superintendent or his/her designee so as to facilitate operation of the Grievance Procedure.

ARTICLE 25
SALARIES

¶ 316. **Section 1**. Salaries for all employees are attached hereto in Appendix A.

¶ 317. **Section 2**. All employees shall be paid in accordance with the provisions noted below:

¶ 318. **Section 2(a)**. All those who hold a permanent teaching certificate and who have completed less than fifteen (15) semester hours of approved study or those who have a Baccalaureate Degree shall be paid in accordance with the "Bachelors" Column of the appropriate schedule.

¶318A. **Effective July 1, 2020,** all those who hold a permanent teaching certificate and who have a Baccalaureate Degree, regardless of additional hours of approved study shall be paid in accordance with the "Bachelors" Column of the appropriate schedule.

¶ 319. **Section 2(b).** All those who have completed at least fifteen (15) semester hours of approved study beyond the Baccalaureate Degree shall be paid in accordance with the "Bachelors + 15" Column of the appropriate schedule.

¶319A. **Effective July 1, 2020,** all those who hold a permanent teaching certificate and who have a Baccalaureate Degree, regardless of additional hours of approved study shall be paid in accordance with the "Bachelors" Column of the appropriate schedule.

¶ 320. **Section 2(c).** All those who possess at least thirty (30) semester hours of approved study beyond the Baccalaureate Degree or who hold a Master's Degree shall be paid in accordance with the "Masters" Column of the appropriate Schedule.

¶320A. **Effective July 1, 2024,** All those who possess at least thirty (30) semester hours of approved study beyond the Baccalaureate Degree or who hold a Master's Degree shall be paid in accordance with the combined "Masters" (MA) Column of the appropriate Schedule.

¶ 321. **Section 2(d).** All those who have completed at least fifteen (15) semester hours of approved study beyond a Master's Degree or forty-five (45) semester hours beyond a Baccalaureate Degree shall be paid in accordance with the "Masters +15" Column of the appropriate schedule.

¶321A. **Effective July 1, 2024,** All those who have completed at least fifteen (15) semester hours of approved study beyond a Master's Degree or forty-five (45) semester hours beyond a Baccalaureate Degree shall be paid in accordance with the combined "Masters " (MA) Column of the appropriate schedule.

¶ 322. **Section 2(e).** All those who have at least thirty (30) semester hours of approved study beyond the Master's Degree, sixty (60) hours of approved study beyond the Baccalaureate Degree, or who have a Sixth Year Certificate or two (2) Master's Degrees shall be paid in accordance with the "6th Year" Column of the appropriate Schedule.

¶ 323. **Section 2(f).** All those who have completed at least fifteen (15) semester hours of approved study beyond the Sixth Year Certificate or beyond two (2) Master's Degrees, or seventy-five (75) semester hours beyond the Baccalaureate Degree or forty-five (45) semester hours beyond the Master's Degree, shall be paid in accordance with the "6th Year + 15" Column of the appropriate Schedule.

¶ 324. **Section 2(g).** All those who complete the necessary degree and/or credit requirements which will entitle them to a lateral advancement (to the appropriate degree or degree credit column) on the attached schedules, shall be paid according to the said appropriate degree or degree credit on the appropriate schedule beginning either the first day of school or March 1st immediately following the recording of proof of completion of said degree and/or credits with the Superintendent of Schools. A thirty (30) day grace period

shall be allowed for presentation of these credits following the completion of the Summer Term or of the Fall Term respectively.

¶ 325. In each of the aforementioned categories, additional study, in order to be credited for advancement in the salary schedule, must be completed in a planned program of an accredited institution of higher learning recognized by either Connecticut State Department of Education or the National Council of Accreditation for Teacher Education or the New England Association for Schools and Colleges or other Regional Associations for Schools and Colleges. The program must have been approved by the proper authorities of that institution and/or the Superintendent. Additional studies not part of an approved planned program must specifically be approved in advance by the Board upon the recommendation of the Superintendent or his designee. If a particular course is not approved and is challenged, past practice cannot be used as evidence or as a basis of approval. Each course will be evaluated based on its value and legitimacy. The decision will be made within fifteen (15) school days from the receipt of necessary course descriptions. However, any review of this decision shall be limited to the issue of whether the decision to approve or disapprove of the course was arbitrary or capricious.

¶ 326. **Section 3**. The initial salary of a full-time teacher is the minimum of the salary class for which the teacher is professionally qualified. Higher placement may be approved by the Superintendent or the Superintendent's designee in his/her discretion for the following experience:

¶ 327. (a) Public, private, or collegiate full-time successful teaching experience under appointment.

¶ 328. (b) Long-term substitute temporary teacher experience in Waterbury.

¶ 329. (c) Military service (active duty) to a maximum of four years.

¶ 330. (d) Peace Corps, Teacher Corps, AmeriCorps and Vista service to a maximum of two years.

¶ 331. (e) Up to three years of relevant private sector experience.

¶ 332. (f) In an area in which the Superintendent and the Board determine there is a shortage of qualified teachers, the Superintendent may grant up to three steps to inexperienced new hires or new hires with less than five years' experience, provided that such new hires shall not be placed above the fifth step upon hiring. Experienced new hires may be granted one additional step beyond normal placement in an area of shortage.

¶ 333. **Section 4**. Placement decisions shall be final and shall not be subject to challenge under the grievance-arbitration procedure.

¶ 334. **Section 5**. In the event of a teacher's completing the required number of credits for a higher salary on the appropriate salary schedule, and where such credits were not part of a planned program approved in accordance with the previous provisions of this Article, it

shall be within the Superintendent's discretion to accept or reject such credits as completion of the necessary requirements to qualify the teacher for application of the lateral advancement on the appropriate salary schedule.

¶ 335. **Section 6**. In the event of a disagreement concerning the aforementioned rules, the individual involved may request a meeting with the Superintendent for the purpose of clarification of the issue. The Superintendent shall arrange such meetings within fifteen (15) calendar days of receipt of requests. The WTA may be invited to participate in such meetings by the individual concerned.

¶ 336. **Section 7**. Each teacher shall have his/her total annual salary (including, in addition to his/her base salary as determined from the appropriate salary schedules enumerated in Section 1 hereof, all monies payable to him/her for such extra compensatory duties performed during the academic day, as for example, Department Head, Special Service personnel, or guidance counselor, but excluding monies due him/her for such extracurricular ("before and after school") duties as for example, coaching, homebound, summer school, bus duty, or evening school) payable on a bi-weekly basis until the total number of payments made are equal to twenty-six (26) or the teacher's services are terminated, whichever occurs first, provided however, that if the day of the week on which regular payday occurs is changed, such change will not occur more than once during a school year.

¶ 337. **Section 8**. Teachers shall be required as a condition of employment to authorize direct deposit of their paychecks.

¶ 338. **Section 9**. A Teaching Vice-Principal shall receive, in addition to the salary he/she receives as a result of the application of the Salary Schedules in Appendix A, attached hereto, a stipend in the amount of two thousand five hundred dollars ($2,500.00).

¶ 339. **Section 10**. A teacher in the employment of the Board at the conclusion of one (1) school year who is re-employed at the opening of the next school year, shall be given the salary advancement (to the next step of the appropriate salary schedule appended hereto) at the opening of the next school year, provided that the parties' Agreement provides for incremental advancement in that year.

¶ 340. **Section 11**. Subject to compliance with the requirements of Section 10, each teacher, who on the 1st day of school of the preceding year had not attained the maximum step on the appropriate salary schedules (see Appendix A attached hereto), shall receive on the 1st day of school of a given school year a step-advance on the said appropriate salary schedule, provided that the parties' Agreement provides for incremental advancement in that year.

¶ 341. **Section 12**. If this Agreement provides for step movement in a given school year, a teacher who has not arrived at the maximum step of the salary schedules in Appendix A attached hereto, shall advance one step to the next step in the appropriate salary schedule because of length of service, provided said teacher must, each year, during the term of this Agreement receive a recommendation other than "Professional Improvement" in the

Teacher Evaluation Plan (T.E.P.) between the Board and the WTA. Nothing in this Section shall preclude the right of the appropriate Administrator to evaluate a teacher, who has attained the said maximum step, in accordance with the philosophy of the said T.E.P. In addition, no teacher who has not arrived at the said maximum step and who has received a "Professional Improvement" recommendation on the T.E.P. will be deprived of a step advance unless, and until, the Superintendent of Schools concurs with the said "Professional Improvement" recommendation. The Superintendent must issue his/her decision (of concurrence or disagreement with the Administrator's recommendation of "Professional Improvement") within twenty-one (21) calendar days of the date of the said "Professional Improvement" recommendation. If the Superintendent concurs with the said recommendation (and no step advance is granted to the affected teacher for the next academic year), nothing herein shall deprive the affected teacher of asserting, and pursuing, his/her appeal - due process rights under the said T.E.P. If the final decision under the said T.E.P. appeal process reverses the "Professional Improvement" recommendation, then the monetary consequences of any "lost" step advance or advances will be repaid to the affected teacher. In the event that the State of Connecticut, by legislative action or by Connecticut State Department of Education regulations, adopts mandatory regulations during the term of this Agreement, which (regulations) are in conflict with this Section, then the parties shall meet, negotiate and agree to make any necessary adjustments in this Section.

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. 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 member may be subject to additional out-of-pocket costs associated with out-of-network utilization. The maximum "out-of-pocket" expense associated with the out-of-network cost is $3,000/6,000 for individual 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.

¶ **347.** **Health Reimbursement Account**: Subject to all applicable IRS regulations, a Health Reimbursement Account ("HRA") shall be made available for any employee who is precluded from participating in a Health Savings Account ("HSA") because the employee receives Medicare and/or veterans' benefits. The annual maximum reimbursement by the City for employees participating in the HRA shall not exceed the dollar amount of the City's annual HSA contribution for employees enrolled in the HSA.

¶ **348.** **2.** The Open Access Plus (OAP) Plan with the following co-payments:

- $25 for all office visits
- $50 for urgent care
- $100 for emergency room
- $200 for outpatient surgery
- $300 inpatient hospitalization

¶ **349.** 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

¶ 350. (b) **Prescription Drug Benefits**

¶ 351. 1. Employees who enroll in the HDHP-HSA shall enroll in the Third-Party Administrator's Three-Tier Prescription Drug Plan. Prescription drug costs at the negotiated rates will apply towards the annual HDHP deductible. Upon reaching the HDHP deductible, prescriptions co-payments of $5 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 shall become the effective prescription costs. Mail order co-payments for a 90-day supply of maintenance medications are twice the co-pay for a 30-day supply. For non-participating pharmacies, the plan pays 70% of the Third-Party Administrator's allowance.

¶ 352. 2. Employees who enroll in the Open Access Plus (OAP) Plan will also be enrolled in the Third-Party Administrator's Three-Tier Prescription Drug Plan with co-payments of $5 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. For non-participating pharmacies, the plan pays 70% of the Third-Party Administrator's allowance.

¶ 353. (c) **Dental Plan**

¶ 354. Employees shall have the option to enroll in the Third-Party Administrator's Dental Plan. The following shall apply to this plan:

¶ 355. 100% coverage for preventive services and 50% coverage for basic services, in each case as defined in a Memorandum of Agreement dated September 19, 2007.

- A deductible of $50, $100, or $150 respectively shall apply for individual, two person, or family coverage, except as set forth in said Memorandum of Agreement.
- A calendar year maximum of $1,000 per participant.

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

¶ 357. (d) **Premium Cost Sharing**

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

¶ 358. 1. **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.

¶ 359. Effective September 1, 2026:

HDHP: 20% of the premium or premium equivalent.

Effective September 1, 2026:

OAP Plan: the **HDHP** employee premium cost share plus the dollar difference between the full premium amounts for the OAP and the High Deductible Health Plans.

¶ 360. 2. **Prescription**. Each employee who is enrolled in the prescription plan shall pay the following:

¶ 361. Effective September 1, 2026:

HDHP: 19% of the premium or premium equivalent.

Effective September 1, 2026:

OAP Plan: The same effective percentage of the premium or premium equivalent that the employee is obligated to pay for OAP medical benefits under this Agreement from year to year.

¶ 362. 3. **Dental**. Each employee who is enrolled in the dental plan shall pay 20% of the premium or premium equivalent.

¶ 363. (e) 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:

i. To the extent permitted by law, a flexible spending account for medical expense reimbursements; and/or

ii. To the extent permitted by law, a dependent care assistance plan.

¶ 364. These plans shall be established and administered in accordance with Internal Revenue Code requirements.

¶ 365. (f) Any employee who voluntarily participates in an annual blood draw screening performed by IHS or another entity so designated by the City, shall be eligible for a health and wellness incentive in the amount of fifty dollars ($50) for that benefit year upon notice to the City that the employee has participated.

¶ 366. (g) If the City receives 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 City and the Union will, upon request of the City and/or the Board, engage in mid-term negotiations regarding the impact of such excise tax.

¶ 367. **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 in place at the time notice is given by the City. 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.

¶ 368. **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.

¶ 369. **Section 4**. The City of Waterbury (through the Board) shall provide without charge to the employee, life insurance equal to two times (2x) the annual base salary, of said employee, rounded up to the next one thousand dollars ($1,000.00). The employee has the option of purchasing at the group rate additional life insurance up to the amount provided by the City in accordance with the procedures established by the City. In the event the terms of the insuring company's policy will result in termination of policy coverage due to work inactivity, the City shall ensure the employee is provided written notice of any impending coverage termination due to work inactivity at least ten (10) days' prior to policy coverage termination. The notice will be provided in both hardcopy and electronic mail to the employee, the WTA President and the Board of Education's Director of Personnel. The notice will include instructions and contact information for the employee to pursue policy conversion options prior to policy termination.

¶ 370. **Section 4(a)**. In addition to the life insurance provided in Section 4, employees may purchase, at the employee's cost, an additional amount of life insurance, subject to the terms and conditions of the group life insurance contract in effect, an additional amount of up to one (1) times the annual base salary.

¶ 371. Deductions from the employee's pay for the total cost of this additional life insurance coverage shall be made in accordance with the employee's pay cycle. The total amount of insurance provided by the City or purchased by the employee under this Article of the Agreement shall not exceed five hundred thousand dollars ($500,000).

¶ 372. **Section 5.**

Any question concerning payment of benefits or coverage eligibility pertaining to any of the provisions in this Article shall be determined by the insuring company in accordance with the provisions of such policies.

¶ 373. **Section 6**. Retiree Health Benefits

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

¶ 375. Those employees who retire under the Teachers' Retirement Board and who are not participating in Medicare Part A and Part B, 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 and/or eligible dependents subject to payment of 100% of the applicable cost of the plan.

¶ 376. Retirees participating in Medicare Part A and Part B at the time of retirement or who are participating in Medicare Part A and Part B subsequent to retirement and who wish to continue to receive retiree health insurance coverage from the City must enroll in Medicare Part A and Part B once eligible, 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 and/or eligible dependents subject to payment of 100% of the applicable cost of the plan.

¶ 377. Any payment or savings the City may receive for offering prescription drug benefits to Medicare eligible retirees and/or spouses, shall belong exclusively to the City.

¶ 378. 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.

¶ 379. Those employees who retire under the Teachers' Retirement Board and who are not participating in Medicare Part A and Part B, 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 and/or eligible dependents subject to payment of the applicable cost of the plan.

¶ 380. 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.

¶ 381. Retirees who are participating in Medicare Part A and Part B at the time of retirement or who later participate in Medicare Part A and Part B subsequent to retirement and who wish to continue to receive retiree health insurance coverage from the City must enroll in Medicare Part A and Part B once eligible, 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 and/or eligible dependents subject to payment of 50% of the applicable cost of the plan.

¶ 382. 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.

¶ 383. c. Employees hired on or before June 30, 1996 and who are not eligible to participate in the City of Waterbury Pension Plan.

¶ 384. Those employees who retire under the Teachers' Retirement Board and who are not participating in Medicare Part A and Part B, 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 and/or eligible dependents subject to payment of the applicable cost of the plan.

¶ 385. 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.

¶ 386. Retirees who are participating in Medicare Part A and Part B at the time of retirement or who later participate in Medicare Part A and Part B subsequent to retirement and who wish to continue to receive retiree health insurance coverage from the City must enroll in Medicare Part A and Part B once eligible, 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 and/or eligible dependents subject to payment of 20% of the applicable cost of the plan.

¶ 387. 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.

¶ 387A Section 7. Teachers who are covered under the City's health insurance plan may elect to cancel their coverage through the Board, as provided below, and to receive in lieu thereof a one-time $1,500 stipend (the "stipend"). The stipend, shall not constitute pensionable compensation so long as such stipend payment is not prohibited or penalized under the Affordable Care Act or any other statute, regulation or ordinance.

During the annual open enrollment period, teachers may opt not to participate in the health plan ("opt-out") offered by the City of Waterbury. In this situation, to be eligible for the stipend, the following conditions must be met:

1. A teacher must be on the City insurance plan and subsequently opt out of the City insurance plan during the annual open enrollment period.
2. A teacher must remain off the City's insurance plan for an entire plan year before being eligible for the stipend.
3. Teachers who elect the stipend in lieu of coverage must demonstrate alternative coverage and provide evidence of such alternative coverage before any such payment shall be made by the City. For purposes of this provision, valid alternative coverage shall not include any alternative coverage offered by the City of Waterbury and/or the Waterbury Board of Education.

If the above conditions are met, the teacher shall receive the stipend, subject to all applicable deductions, in the first August payroll. Teachers shall only be eligible for the stipend once during their entire employment history with the Board.

ARTICLE 27
TEACHER PROTECTION

¶ 388. Teachers shall be provided all protections required by state and federal law, including, but not limited to Conn. Gen. Stat. § 10-235, 10-236a, and 31-284.

¶ 389. **Section 1**. Teachers shall immediately report to their principal, and shall confirm in writing as soon as practicable, all cases of threats, bodily injury and/or personal property damages suffered by them in connection with their employment. In the event a teacher incurs a bodily injury and/or personal property damage attributed to bodily assault by a student, said teacher shall be compensated for property damage if such damage is not covered in full by the teacher's insurance. If partially covered by the teacher's insurance the Board shall pay the portion, including deductible, that insurance does not cover.

¶ 390. **Section 2**. When a teacher is attacked or otherwise molested in the performance of his/her duty, said injured teacher shall immediately advise the Superintendent of the situation and said teacher may swear out a warrant against the assailant and said affected teacher shall receive the support of the Board in any consequent prosecution.

¶ 391. **Section 3**. Whenever a teacher is absent from school as a result of personal injury caused by an accident, arising out of, and in the course of his/her employment, compensable under the Workers' Compensation Law, he/she shall be paid his/her full salary for the period of such absence. One-third of a day shall be deducted from the teacher's accumulative and/or annual sick leave for each day of absence upon which the teacher receives payment over and above the amount paid under the Workers' Compensation Law. The additional payment shall cease upon exhaustion of the teacher's annual and accumulative sick leave. Under no circumstances shall a teacher absent from school receive total compensation greater than his/her gross pay less Federal and State Income Taxes when he/she is not on leave.

¶ 392. **Section 4**. If a teacher is absent because of illness due to a communicable disease (e.g., mumps, measles, chicken pox, conjunctivitis, lice, impetigo, Fifth Disease or mononucleosis) traceable to contact made in school, the absence shall not be charged against his/her annual or accumulative sick leave.

¶ 393. **Section 5**. Teachers may exercise reasonable means to assure control of their classes.

¶ 394. **Section 6**. Safety and Health - The parties to this Agreement hold themselves responsible for mutual cooperative enforcement of all safety rules and regulations.

¶ 395. **Section 6(a)**. Should a teacher complain that his/her work requires him/her to be in unsafe or unhealthy situations, in violation of acceptable safety rules, the matter shall be considered immediately by his/her immediate supervisor who shall report said complaint, in writing, immediately to the Superintendent, with a copy to the teacher who made the complaint.

¶ 396. **Section 7**. In order to maintain an atmosphere that is conducive to the highest level of the educational process, normal administrative use of the in school intercom must be limited to the following times:

¶ 397. (a) High School - up to ten (10) minutes following the opening of school and fifty (50) minutes prior to the close of school each day.

¶ 398. (b) K-5 and/or K-8 and Middle Schools - up to ten (10) minutes following the opening of school and ten (10) minutes prior to the close of school each day.

¶ 399. **Section 8.** In order to promote a positive and constructive school climate, the parties mutually agree to carry out their respective responsibilities under this agreement in a professional and respectful manner.

¶ 400. **(a)** Teachers should not be reprimanded by a principal or other administrator except in a private setting. Teachers subjected to public reprimand as described herein shall, prior to filing a grievance, file a complaint in writing with the Superintendent or his/her designee and allow the Superintendent or his/her designee an opportunity to investigate and address the complaint. The Superintendent or his/her designee shall communicate with the WTA regarding how the complaint was addressed. If a teacher's written complaint is not adequately addressed by the Superintendent or his/her designee within seven (7) school days, the teacher may file a grievance.

¶ 401. **(b)** Teachers should not be subjected to frequent interaction with a principal or other administrator, which results in humiliation or intimidation of the teacher. Teachers subjected to frequent interaction, which results in humiliation or intimidation of the teacher, shall, prior to filing a grievance, file a complaint in writing with the Superintendent or his/her designee and allow the Superintendent or his/her designee an opportunity to investigate and address the complaint. The Superintendent or his/her designee shall communicate with the WTA regarding how the complaint was addressed. If a teacher's written complaint is not adequately addressed by the Superintendent or his/her designee within seven (7) school days, the teacher may file a grievance. For purposes of this section, claims of isolated, infrequent instances of hostile conduct, claims based on stray remarks, claims alleging unannounced classroom walkthroughs and/or classroom observations and/or, claims based on directives made during an emergency, shall be insufficient to initiate a grievance under this section. The WTA agrees to file and/or pursue no more than ten (10) grievances per school year alleging violations of this subsection.

¶ 402. **Section 9.** In recognition of the disruptive effect unauthorized personal electronic device use by students can have on a classroom's learning environment, teachers have the right to enforce the provisions of the Board's electronic device policy, as said policy may change from time to time.

ARTICLE 28
DUES DEDUCTION

¶ 403. **Section 1.** All teachers employed by the Waterbury Board shall have the right to join the WTA. The WTA agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the deduction of dues and for otherwise complying with this Article. The singular reference to the "WTA" herein shall be interpreted as referring to the Waterbury Teachers' Association, the Connecticut Education Association, and the National Education Association.

¶ 404. **Section 2**. Deductions - Based on transmittal forms as submitted by the WTA, the Waterbury Board will deduct from teachers' salaries WTA-CEA-NEA membership dues amounts by means of payroll deductions. The amount of the deductions shall be divided equally by the number of paychecks from and including the first and second paychecks in September through and including the first and second paychecks in June. The amount of WTA membership dues and service fee shall be certified by the WTA to the Board by August 1 of each year. In the event employment is terminated, dues amounts or service fees still owed shall be deducted from the final pay of said employee and transmitted to the WTA. The WTA agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the deduction of dues.

¶ 405. **Section 3**. Subsequent Employment - Those teachers whose employment commences after the start of the school year shall pay an amount equal to the percentage of the remaining school year.

¶ 406. **Section 4**. Forwarding of Monies – The Board agrees to forward to the WTA each pay period a check for the amount of money deducted during that pay period. The Board shall include with such check a list of teachers by name for whom such deductions were made.

¶ 407. **Section 5**. Lists - No later than the first paycheck in October of each school year the Board shall provide the WTA with a list of all bargaining unit members and the positions held by each unit member. The WTA shall be notified monthly of any changes in said list.

¶ 408. **Section 6**. The WTA shall file a transmittal list to the Board or its designee no later than August 1. The WTA shall also file said transmittal lists of teachers hired throughout the school year on a rolling basis Such listing will include the teachers' names and statement of WTA-CEA-NEA membership status and the amount to be deducted.

¶ 409. **Section 7**. Teachers shall be eligible to participate in a Tax Shelter Annuity Plan established pursuant to United States Public Law No. 87-370 or any successor law and/or the City's Deferred Compensation Plan.

¶ 410. **Section 8**. **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.

¶ 411. **Section 8(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.

¶ 412. **Section 8(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.

¶ 413. **Section 8(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 of Education, from time to time, in accordance with the Board/City of Waterbury's HRIS system and applicable law.

ARTICLE 29
PERSONNEL FILES

¶ 414. **Section 1**.

¶ 415. (a) No allegations by a school official or fellow employee alleging material of a scandalous nature regarding a teacher's conduct, service, character or personality shall be placed in the teacher's file without just cause and notice to the teacher. The teacher shall have the right to read such material and respond to it in writing and shall have the right to seek removal of material from his or her file if he or she believes just cause is lacking.

¶ 416. (b)Written letters of reprimand shall be removed from the teacher's personnel file after a period of twenty-four (24) months has elapsed from the date of the letter's issuance, provided there are no additional letters of reprimand against the employee during said twenty four (24) month period. Last chance agreements and settlement agreements do not constitute letters of reprimand and therefore, are not subject to the segregation requirements of this provision. Nothing outlined herein shall infringe on a teacher's right to grieve a disciplinary letter through the applicable grievance procedure, as set forth in Article 24 of this agreement.

¶ 417. (c) Nothing in Section 1(b) shall relieve the Board of Education of its obligations under the Freedom of Information Act or any other legal requirements related to the retention or production of employee records.

¶ 418. **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 a teacher (which complaint is deemed serious enough by the administration to become a matter of formal record) shall be promptly called to the teacher's attention. No such complaint shall become a matter of formal record unless it is in written form, signed by the complainant. Teachers are entitled to know the identity or source of all such formal record complaints and, in addition, if the teacher so requests, he/she may copy such formal record complaint. The teacher shall acknowledge that he/she has read such complaint by affixing his/her signature on the copy thereof which has been made a matter of formal record with the understanding that such signature merely signifies that he/she read the material to be filed and does not necessarily indicate agreement with its content.

¶ 419. The teacher shall have the opportunity to add any material he/she wishes (by way of reply or refutation) to the formal record.

ARTICLE 30
MISCELLANEOUS

¶ 420. **Section 1**. Employees who are authorized and required by the Superintendent or his/her designee to use their own automobiles for transportation from school to school in the performance of their duties shall be reimbursed by the Board for the use of such automobile at the rate of the IRS allowance per mile for each mile such automobiles are used for such purposes provided each teacher requesting such reimbursement occupies a position which is on the "authorized list" as agreed to between the WTA and the Board and providing further such employees submit vouchers in accordance with Board procedures specifying when and the manner in which the automobile was used, the extent to which it was used, and the amount of reimbursement sought.

¶ 421. **Section 1(a)**. As a condition of employment, employees using a private automobile while engaged in City business, or those employees operating a City vehicle in the course of their employment, 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 City to conduct such motor vehicle background checks.

¶ 422. **Section 2**. Each teacher, who receives vehicle reimbursement per the provisions of Section 1 of this Article shall transmit to the Superintendent's Office a statement indicating the amounts of automobile liability insurance on his/her private automobile in the amount of at least one hundred thousand dollars ($100,000.00) per person and three hundred thousand dollars ($300,000.00) per occurrence for bodily injuries, and in the amount of at least twenty thousand dollars ($20.000.00) for property damage liability per occurrence or a combined single limit of three hundred thousand dollars ($300,000.00), and indicating the name of the insurance company (including the agent's name), the effective date of the policy and the termination date thereof. Failure of the employee to transmit said statement to the Superintendent's Office within sixty (60) days of the date that he/she is authorized to receive the travel allowance prescribed by Section 1 hereof (or within sixty (60) days of the renewal date of the underlying liability insurance policy) shall be grounds for the Superintendent to terminate the said authorization.

¶ 423. **Section 3**. The Board and the Superintendent shall attempt to make suitable parking areas available to employees on, or near, the school property where they are assigned.

¶ 424. **Section 4**. The City shall provide each employee with a copy of this Agreement within thirty (30) days after the date of approval by the Board or the expiration of the period for Aldermanic rejection, or in any event at least thirty (30) days prior to the effective date of the Agreement.

¶ 425. **Section 5**. When a teacher is requested by the Superintendent, or his/her designee, to observe another teacher's teaching method and process in the Waterbury School system,

or when the Superintendent or his/her designee approves a teacher's request, accompanied by the recommendations of the teacher's supervisor and/or principal, to observe another teacher's teaching method and process in the Waterbury School system, such observation shall occur on date(s) mutually agreed to by the teacher being observed and the Superintendent or his/her designee. Such observation period shall be granted without loss of pay and will not be charged to any type of leave to which the teacher is otherwise entitled per the provisions of this Agreement.

¶ 426. **Section 6**. If any provision of this Agreement is, or shall be determined to be, contrary to law by a Court of competent jurisdiction or contrary to the regulations of the 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.

¶ 427. **Section 7**. This Agreement constitutes the sole and complete agreement between the parties and the provisions of this Agreement shall prevail and govern over any contrary Board ruling or administrative regulation. This Agreement may be amended only by a written agreement similarly executed by the parties hereto.

¶ 428. **Section 8**. A teacher may be called upon to meet with an administrator for investigatory purposes. At this meeting, a teacher may request the attendance of a WTA Representative. Given the time sensitivity as well as the subject matter sensitivity of many investigations undertaken by the Administration, it is understood that a teacher's right to request the attendance of a WTA representative during investigations where time is of the essence shall be defined to mean those WTA representatives available in the building. If more than one (1) WTA representative is available on site, the teacher shall have the exclusive right to select which representative shall attend said meeting with the teacher. Once the Administration has completed its investigation, if a teacher is called upon to meet with the Superintendent and/or a Principal or Principals (or his/her immediate supervisor) for the purpose of discussing the possibility of being formally reprimanded or disciplined, the teacher shall be given forty-eight (48) hours prior notice and the reasons therefore shall be presented to the teacher in writing. Association representation shall be accorded any teacher who desires it. The administrator requesting the meeting shall immediately confirm the reason for the meeting in writing via electronic mail to the affected teacher and the WTA President. Nothing in this Section shall be construed as limiting a supervisor's right to give reasonable orders that relate to the operations of schools.

¶ 429. **Section 9**. The Board shall provide in the School Department a daily service for the distribution, pickup and delivery of all inter-school material (including paychecks and payroll reports) and all other mail from the "boxes" at the central office.

¶ 430. **Section 10**. For each High School and Middle School, School Counseling Department, a School Counselor shall be assigned to his/her High School or Middle School for a two (2) week period (of not more than ten (10) consecutive days) during the months of August and/or June in any given calendar year. At the discretion of the Superintendent or her/his

designee, five (5) out of the ten (10) days may be scheduled in June. The precise dates in August and/or June for this assignment (in a given High School or Middle School) shall be determined by the Superintendent (or his/her designee) and the Principal of that High School or Middle School and those dates shall be posted in the respective School Counseling Department no later than April 1st of a given year. Payment for this assignment during the month of August and/or June shall be eighty percent (80%) of 1/13 of sixty percent (60%) of the annual gross salary (being earned as of June of that year) for the teacher's academic day activity, as per the provisions of Article 25 hereof. During each day in August and/or June, the School Counselor assigned to the High School or Middle School per the provisions of this Section shall be in attendance at the High School or Middle School for four (4) hours. Assignment of the School Counselor in each High School and Middle School shall be made on the basis of seniority (within that High School or Middle School Counseling Department) and shall be scheduled on a rotating basis from year to year. Should a School Counselor be unable to accept his/her "turn" and /or when he/she accepts his/her said "turn", he/she shall go to the bottom of the list. Notification by a School Counselor of his/her availability for the assignment prescribed by this Section must be submitted to the Superintendent no later than April 15th of a given year. The Superintendent or his/her designee shall give notification to students and parents, through the newspaper and other media, of the August and/or June dates of the availability of a School Counselor in each High School and Middle School.

¶ 431. **Section 11**. Substitute teachers are to be provided whenever a teacher is absent to serve on a particular committee regarding curriculum.

¶ 432. **Section 12**. Teachers may leave the school building during unassigned periods upon receiving permission from the Principal or his/her designee. Teachers who do leave the building under this provision shall notify the Principal or his/her designee upon their return. A "Sign-Out/Sign-In" sheet shall be provided in the main office.

¶ 433. **Section 13**. In schools where the Board assigns at least one floating substitute teacher for every 400 students, teachers may be required to perform substitute services or accept students from absent teacher(s) without remuneration or any other remedy, and without regard to otherwise applicable class size maximum. Substitute services include any service that a substitute teacher would otherwise perform, including the occasional assignment of additional student contact time during an otherwise scheduled preparation period or unassigned period.

¶ 434. **Section 14**. It is incumbent upon the Board to see that all equipment and computers are properly maintained and in working order at all times. Equipment unworkable or unserviceable or stolen shall be replaced as soon as possible.

¶ 435. **Section 15**. On the first day of each marking period, every teacher will be provided with a printout of a complete, updated roster for all classes that are the responsibility of said teacher. Said roster will not be teacher-generated and will contain, as a minimum, the student's name, student's identification number, student's address, name of the student's legal guardian and the student's telephone number.

¶ 436. **Section 16**. Mentor teachers who are assigned to mentor beginning teachers under the TEAM Program shall be compensated $500.00 per mentee per year, to be paid on a pro-rated basis upon completion of the mentoring teacher's responsibilities for each module ($250 per module). All mentor teachers shall report to the District TEAM Coordinator.

¶ 437. **Section 17**. The Board reserves the right to establish or change its student discipline policy. However, failure to adhere to the requirements of the policy (but not administrative judgments within the parameters of the policy) shall be subject to the grievance procedure, but not beyond Level 3.

ARTICLE 31
SCOPE OF THE AGREEMENT

¶ 438. **Section 1**.

¶ 439. (a) The parties recognize that the Board retains all rights it had prior to the signing of this Agreement, except such rights, whether exercised or not, have been specifically relinquished or abridged in this Agreement.

¶ 440. (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.

¶ 441. (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 have been satisfactorily adjusted, compromised or waived by the parties for the life of this Agreement.

ARTICLE 32
OTHER TEACHING ACTIVITIES, REMUNERATION AND SELECTION

¶ 442. **Section 1**. In the event an employee works in a program or activity for which certification is required during the summer months, or any portion thereof (that is those months between the end of a given academic year assignment and the commencement of the subsequent regular academic year assignment), or work in such a program or activity outside the regularly scheduled student day, that teacher shall be compensated for said professional activity at the rate of $38.00 per hour effective July 1, 2026, $39.00 per hour effective July 1, 2027 and $40.00 per hour effective July 1, 2028.

¶ 443. **Section 2**. Teachers for the said programs shall be selected on the basis of their certifications for the particular program and all areas of their expertise (discipline, grade level and program).

¶ 444. **Section 3**. Positions for summer school shall be posted as soon as practicable, and if funds for the program are available, prior to May 1. Positions in other programs as defined in Section 1 shall be posted as soon as practicable.

¶ 445. **Section 4**. Appointment to any vacant position in a summer program shall be made within fifteen (15) days following the end of the said posting period described by Section 3 hereof.

¶ 446. **Section 5**. The hired applicant of any Adult Education, Community School, Extended Day or Summer School Program shall be notified of his or her assignment in writing, as far in advance of the Program's commencement as possible.

¶ 447. **Section 6**. Members of the WTA bargaining unit shall have preference for appointment to positions in Adult Education summer program, provided incumbents who are not members of the WTA bargaining unit are not displaced as a result, and further provided that such appointment will not interfere with the teacher's ability to carry out the responsibilities of his/her regular teaching assignments, in the judgment of the administrator making the appointment. However, individuals in Adult Education summer program positions for the 2009 summer term will have priority for these positions before other candidates are chosen, so long as said individuals remain annually employed in that program.

ARTICLE 33
MANAGEMENT RIGHTS

¶ 448. **Section 1**. 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.

¶ 449. **Section 2**. 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:

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

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

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

¶ 453. (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, including Policy 4010 (Nepotism: Employment of Relatives), as adopted 12/17/01 and revised 10/30/06, 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;

¶ **454.** (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);

¶ **455.** (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;

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

¶ **457.** (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;

¶ **458.** (i) the right to discontinue services, positions, operations or programs in whole or in part.

¶ **459.** 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 concerns which the Board and WTA mutually share.

¶ **460.** **Section 3**. 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.

ARTICLE 34
NEGOTIATIONS OF SUCCESSOR AGREEMENT – DURATION

¶ **461.** **Section 1**. The parties agree to negotiate in good faith to secure a Successor Agreement in accordance with the provisions of the Teachers' Negotiating Act, as amended and as may be amended hereafter. The parties agree to commence such negotiations in accordance with state law.

¶ **462.** **Section 2.** This Agreement shall be effective and binding as of July 1, 2026 unless a different effective date is prescribed in this Agreement for any Section or Article or provision of this Agreement, and this Agreement shall remain in force and effect through June 30, 2029.

THE CITY OF WATERBURY
BOARD OF EDUCATION

By: Elizabeth Brown

Date: 1-31-26

THE WATERBURY TEACHERS' ASSOCIATION

By: [signature]

Date: 1/30/26

¶ 463.

SCHEDULE A-1

2026-27

	BA	MA	6TH	6TH + 15	PHD
Step 1					
Step 2					
Step 3					
Step 4					
Step 5					
Step 6					
Step 7	61,497	65,604	67,620	69,684	71,723
Step 8	63,564	67,809	69,892	72,025	74,133
Step 9	65,699	70,085	72,240	74,444	76,623
Step 10	67,905	72,440	74,667	76,946	79,197
Step 11	70,187	74,874	77,564	79,732	81,857
Step 12	72,545	77,388	79,767	82,202	84,607
Step 13	74,982	79,989	82,446	84,963	87,449
Step 14	77,501	82,676	85,215	87,817	90,387
Step 15	79,692	85,014	87,626	90,301	92,942
Step 16	81,735	87,193	89,873	92,616	95,326
Step 17	83,616	89,200	91,941	94,748	97,519
Step 18	85,322	91,022	93,818	96,682	99,510
Step 19	86,842	92,642	95,489	98,403	101,282
Step 20	89,026	94,973	97,891	100,877	103,830
Step 21	92,830	99,028	102,071	105,187	108,264

Note: Step 20 was removed from the schedule and steps 21 and 22 were re-numbered to be 20 and 21. All teachers on steps 21 and 22 in 2025-26 will be on step 21 in 2026-27.

All teachers shall advance one step on the Salary Schedule during the 2026-27 school year.

¶ 464.

SCHEDULE A-2

2027-28

	BA	MA	6TH	6TH + 15	PHD
Step 1					
Step 2					
Step 3					
Step 4					
Step 5					
Step 6					
Step 7	62,296	66,457	68,499	70,590	72,655
Step 8	64,390	68,691	70,801	72,961	75,097
Step 9	66,553	70,996	73,179	75,412	77,619
Step 10	68,788	73,382	75,638	77,946	80,227
Step 11	71,099	75,847	78,572	80,769	82,921
Step 12	73,488	78,394	80,804	83,271	85,707
Step 13	75,957	81,029	83,518	86,068	88,586
Step 14	78,509	83,751	86,323	88,959	91,562
Step 15	80,728	86,119	88,765	91,475	94,150
Step 16	82,798	88,327	91,041	93,820	96,565
Step 17	84,703	90,360	93,136	95,980	98,787
Step 18	86,431	92,205	95,038	97,939	100,804
Step 19	87,971	93,846	96,730	99,682	102,599
Step 20	90,183	96,208	99,164	102,188	105,180
Step 21	95,615	101,999	105,133	108,343	111,512

All teachers shall advance one step on the Salary Schedule during the 2027-28 school year.

¶ 465.

SCHEDULE A-3

2028-29

	BA	MA	6TH	6TH + 15	PHD
Step 1					
Step 2					
Step 3					
Step 4					
Step 5					
Step 6					
Step 7	63,386	67,620	69,698	71,825	73,926
Step 8	65,517	69,893	72,040	74,238	76,411
Step 9	67,718	72,238	74,460	76,732	78,977
Step 10	69,992	74,666	76,962	79,310	81,631
Step 11	72,343	77,174	79,947	82,182	84,372
Step 12	74,774	79,766	82,218	84,728	87,207
Step 13	77,286	82,447	84,980	87,574	90,136
Step 14	79,883	85,217	87,834	90,516	93,164
Step 15	82,141	87,626	90,318	93,076	95,798
Step 16	84,247	89,873	92,634	95,462	98,255
Step 17	86,185	91,941	94,766	97,660	100,516
Step 18	87,944	93,819	96,701	99,653	102,568
Step 19	89,510	95,488	98,423	101,426	104,394
Step 20	91,761	97,892	100,899	103,976	107,021
Step 21	98,483	105,059	108,287	111,593	114,857

All teachers shall advance one step on the Salary Schedule during the 2028-29 school year.

¶ 466.

APPENDIX B
STIPENDS

SCHEDULE B[1]
COACHES

	RATIO	2026-27	2027-28	2028-29
Football	1.00	$7,387	$7,535	$7,686
Assistant Football (4)	0.75	$5,541	$5,652	$5,765
Assistant Football (with no Freshman Team)	0.55	$4,064	$4,145	$4,228
Basketball	0.86	$6,354	$6,481	$6,611
Assistant basketball (with J.V. Team for entire season)	0.62	$4,580	$4,672	$4,765
Assistant Basketball (with no J.V. Team)	0.45	$3,224	$3,288	$3,354
Freshman Basketball (If position is adopted by Bd.)	0.30	$2,217	$2,261	$2,306
Baseball & Softball	0.82	$6,059	$6,180	$6,304
Assistant Baseball (with J.V. Team for entire season)	0.50	$3,694	$3,768	$3,843
Assistant Baseball (with no J.V. Team)	0.30	$2,217	$2,261	$2,306
Freshman Baseball (If position is adopted by Bd.)	0.30	$2,217	$2,261	$2,306
Soccer	0.56	$4,137	$4,220	$4,304
Assistant Soccer (with J.V. Team for entire season)	0.40	$2,955	$3,014	$3,074
Assistant Soccer (with NO J.V. Team for entire season)	0.40	$2,955	$3,014	$3,074
Swimming	0.80	$5,910	$6,028	$6,149
Assistant Swimming	0.45	$3,325	$3,392	$3,460
Track	0.80	$5,910	$6,028	$6,149
Assistant Track	0.45	$3,325	$3,392	$3,460
Indoor Track	0.80	$5,910	$6,028	$6,149
Assistant Indoor Track	0.45	$3,325	$3,392	$3,460
Cross Country	0.47	$3,473	$3,542	$3,613
Volleyball	0.56	$4,137	$4,220	$4,304
Assistant Volleyball (If position is adopted by Bd.)	0.40	$2,955	$3,014	$3,074
Tennis (per team)	0.47	$3,473	$3,542	$3,613
Rifle	0.47	$3,473	$3,542	$3,613
Golf	0.47	$3,473	$3,542	$3,613
Cheerleader Coach (High School)	0.75	$5,541	$5,652	$5,765
Assistant Cheerleader Coach (High School)	0.40	$2,955	$3,014	$3,074
Cheerleader Coach (Middle School)	0.47	$3,473	$3,542	$3,613
Middle School (Per Team Sport)	0.47	$3,473	$3,542	$3,613
Alternative School (Per Team Sport)	0.47	$3,473	$3,542	$3,613
Business Managers (In High School)	1.00	$7,388	$7,536	$7,687
Director of Sports	1.62	$11,969	$12,208	$12,452
Unified Sports Lead Coach (Middle & High School)	0.47	$3,473	$3,542	$3,613
Unified Sports Associate Coach (Middle & High School)	0.35	$2,586	$2,638	$2,691
Strength & Conditioning Coach (per season)	0.35	$2,586	$2,638	$2,691

¶ 467.

SCHEDULE B2
ADVISORS

	2026-27	2027-28	2028-29
Controller of Activities Fund			
High School	$4,308	$4,394	$4,482
Middle School	$3,693	$3,767	$3,842
Senior Play Director	$2,745	$2,800	$2,856
Yearbook	$1,033	$1,054	$1,075
Senior Class Advisor	$1,033	$1,054	$1,075
Junior Class Advisor	$515	$525	$536
School Newspaper Advisor	$654	$667	$680
Student Council Advisor	$515	$525	$536
Marching Band Director	$5,671	$5,784	$5,900
Band Director High School	$592	$604	$616
Band Director Middle School	$480	$490	$500
Chorus Director High School	$419	$427	$436
Chorus Director Middle School	$334	$341	$348
Musical Director	$1,550	$1,581	$1,613
Conductor	$530	$541	$552
Choreographer	$836	$853	$870
Honor Society Advisor	$334	$341	$348
Play Director Middle School	$1,368	$1,395	$1,423
JROTC Advisor, Wilby And Crosby High Schools (stipend payable two times per year)	$4,581	$4,673	$4,766
Lead High School Robotics Coach	$3,473	$3,542	$3,613
Associate High School Robotics Coach	$2,586	$2,638	$2,691

¶ 468.

APPENDIX C

Certified personnel in the Continuing Education Program (Adult Education, Evening Schedule Programs) the Homebound Program, the Driver Training Program and the Opportunity Program shall be qualified employees and shall be paid at the hourly rate set forth in Article 32, Section 1 of this Agreement. . In the event the Continuing Education Program (Adult Education, Evening Scheduled Programs) is extended from a ten (10) month program to a twelve (12) month program, the rate of remuneration for teaching in such programs shall be the amount prescribed by this Section.

¶ 469.

APPENDIX D

The following staffing provisions shall apply:

Section 1. While the staffing model for School Social Workers in effect in the district during the 2005-2006 school year remains in effect, the parties agreed that the Board shall employ no fewer than 10 School Social Workers. If the Board exercises it unilateral right to alter the staffing model for school social work services in the district, this provision shall be null and void, and the parties shall bargain over the impact of such change, if any.

Section 2. While the staffing model reading instruction at the elementary schools in effect in the district during the 2005-2006 school year remains in effect, the parties agree that the Board shall employ no fewer than ten (10) Reading Teachers. If the Board exercises it unilateral right to alter the staffing model for reading instruction at the elementary schools in the district, this provision shall be null and void, and the parties shall bargain over the impact of such change, if any.

Section 3. While the staffing model for High School Guidance Teachers in effect in the district during the 2005-2006 school year remains in effect, the parties agree to maintain the current High School Guidance Teacher-to-student ratio. If the Board exercises it unilateral right to alter the staffing model for High School Guidance Teachers in the district, this provision shall be null and void, and the parties shall bargain over the impact of such change, if any.

Section 4. If the Board employs an audio-visual coordinator in a combined High School/Middle School complex, he/she shall be assigned no more than three (3) teaching periods per day.

¶ 470.

APPENDIX E

Those specialists listed below, who were employees of the Board in the capacity of the designated specialists as of March 15, 1973, shall receive (in addition to the salaries they receive as the result of the application of the salary schedules in Schedules A and B, attached hereto) the amounts listed below:

Guidance Counselors	$400.00
Special Education Teachers	$300.00
Social Workers	$500.00
Homebound Teachers (full-time)	$300.00
School Psychologists	$300.00
Reading Teachers	$300.00

Any teacher newly hired subsequent to March 15, 1973 and assigned to one of the above listed specialties or any teacher transferred to one of the said specialties subsequent to March 15, 1973 shall not be paid the differential prescribed by this Section.

¶ 471.

APPENDIX F

The Board and the Union agree that fifteen percent (15%) of the money received by the Board from the State of Connecticut for "Medicaid Reimbursement" shall be deposited in the WTA Medicaid Account. Such funds shall be used to purchase usual and customary educational supplies, materials, software, hardware, textbooks, diagnostic tests, and educational projects for the use and benefit of special education students. Such purchases of supplies and materials shall be above and beyond the materials and supplies normally provided by the Board.

Speech Pathologists, Social Workers and Psychologists may submit requests to purchase school materials and supplies with money from the WTA Medicaid Account. Such requests shall be reviewed by an administrator approved by the Parties.

On January 1 and July 1 of the school year, the Board shall be permitted to expend any undisbursed funds remaining in the WTA Medicaid Account. At least thirty (30) days prior to the dates noted above, the Board shall provide written notice (email and hard copy) to the WTA President or his/her designee of the total undisbursed funds remaining in the WTA Medicaid Account as of the date of notice. The cutoff dates for such expenditures by the Board will be pursuant to a schedule agreed to by the Parties. Such funds, if expended by the Board, shall be used in a manner designed to provide additional assistance, services, and support for those Union members responsible for providing services to Medicaid-eligible students. Such assistant and support shall include, but will not be limited to, contracting for additional staff to assist in the providing of services to Medicaid-eligible students.

If an audit requires the Board to pay back Medicaid funds to the State of Connecticut, then fifteen percent (15%) of the total amount reimbursed to the State shall be deducted from future payments into the WTA Medicaid Account.

The Board will supply the Union copies of all checks received under Medicaid Reimbursement from the State and audits.

The Board and the Union understand and agree that this Agreement supersedes any other agreement or past practice concerning Medicaid Reimbursement, including without limitation the settlement agreement entered into on or about February 13, 1997.

¶ 472.

APPENDIX G
RETIREE HEALTH FOR EMPLOYEES ELIGIBLE TO PARTICIPATE IN THE CITY OF WATERBURY PENSION PLAN

Section 1. The provisions in this Appendix only apply to those employees who are eligible to participate in the City of Waterbury Pension Plan. Once these eligible employees have left employment with the City, this Appendix will be deleted from the Agreement.

Employees hired on or before June 30, 1996 who are eligible to participate in the City of Waterbury Pension Plan.

Those employees who are participating in the City's medical insurance plan at the time of retirement who retire pursuant to the retirement plan rules with a full normal retirement under the City of Waterbury Pension Plan after completing at least twenty-five (25) years of service and attaining at least age fifty-five (55), 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.

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.

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.

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.

¶ 473.

APPENDIX H

The Board and the Union agree that on July 1, 2020, the Express Scripts, Inc.'s Advanced Utilization Management Programs ("ESI-AUM Programs") shall become effective for all covered members and their dependents. The ESI-AUM Programs are comprised of Prior Authorization, Step Therapy, Drug Quantity Management and Opioid Management, and so long as said Programs (or any comparable programs pursuant to Article 26, Section 2 herein) are still utilized by the City of Waterbury, they shall survive the expiration of this Agreement covering the period of July 1, 2019 through June 30, 2023 unless modified by the Board and the Union through the statutory negotiations process. Step Therapy shall be applied prospectively for any new medications prescribed on or after July 1, 2020 and shall 'grandfather' existing prescription medications prescribed before said date. All other ESI-AUM Programs shall be effective, without restriction, to existing prescription medications and those medications prescribed in the future for covered members and their dependents.