

CEA - NEA
TEACHERS' ASSOCIATION
THE WATERBURY
AND
BOARD OF EDUCATION
THE WATERBURY
BETWEEN
WRITTEN AGREEMENT
1999-04

X = 6/04

1160 workers

811835

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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 Teachers' Negotiating Act.

Section 2. The Board and the WTA recognize the importance of stimulating responsible participation by the professional staff in the formulation of governing policy and accordingly agree herein to the consultative procedure set forth in Article 27 to inform and guide the Board in exercising its responsibilities under law for continuing supervision and ultimate decisions.

Section 3. The parties hereto accept the provisions of this Agreement as their collective and individual commitment, actively, cooperatively and in good faith, to honor, support and fulfill the obligations, commitments and representations made herein and to fulfill their respective professional obligations.

Section 4. 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.

Section 5. Upon request, at the time of the commencement of negotiations for the Successor Agreement, the Board and the WTA Negotiating Committee will provide the other with satisfactory evidence, such as official minutes or certificates of resolutions, of authority to act on behalf of the respective party.

Section 6. This Agreement shall not limit or contravene the authority of the Board as provided by the General Statutes of Connecticut and the Charter of the City of Waterbury, 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. Accordingly, the provisions of this Agreement shall constitute Board policy for the duration of this Agreement or until

**ARTICLE I
INTRODUCTION**

- (5) Temporary substitutes,
- (4) Director of Business and those employees who are directly responsible to the Board for personnel relations or for the preparation of the budget of the Board of Education,
- (3) Assistant Superintendents,
- (2) Assistant (Deputy) Superintendent,
- (1) The Superintendent of Schools,

Section 1. Subject to, and in accordance with the provisions of said Sections 10-153 (a) through 10-153 (g) as amended, the Board recognizes the WTA for purposes of professional negotiations as the exclusive representative of all persons employed by the Waterbury Board of Education 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 but excluding:

**ARTICLE 2
RECOGNITION**

Section 9. 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 proscribed.

Section 8 (d). 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.

Section 8 (c). The pronoun he, his, him shall be defined to include the pronoun she, her/hers, her.

ARTICLE 1

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service fee to the Association. Said service fee shall be not greater than the amount of dues uniformly required of members of the Association which represents the costs of collective bargaining, contract administration and grievance adjustment. 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 service fees. 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.

Section 2. Deductions - Based on transmittal forms as submitted by the WTA, the

Waterbury Board of Education will deduct from teachers' salaries WTA-CEA-NEA membership dues amounts or a service fee 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 Association membership dues and service fee shall be certified by the Association to the Board of Education 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.

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.

Section 4. Forwarding of Monies - The Board of Education agrees to forward to the

Association 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.

Section 5. Lists - No later than the first paycheck in October of each school year the Board of Education shall provide the Association with a list of all bargaining unit members and the

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more employees. The WTA recognizes that a large number of TSA companies with a small number of participants creates administrative problems for the Comptroller's Office.

In any event, if additional companies desire to participate, they shall first be approved by a joint committee of the Waterbury Board of Education and the Waterbury Teachers' Association who will determine if such company can adequately service the annuitants. Further, the TSA company must guarantee a minimum of ten (10) participants within one (1) year or else such company should lose its accreditation. CRITERIA FOR APPROVAL OF NEW TAX

SHELTER ANNUITY COMPANIES: The existence of an Agency Office; the number of agents operating out of said office; the location of an office in the State of Connecticut; the degree of service available to teacher participants; the reliability of the applying company; the variety of programs offered; the length of time the company had been in existence both in state and out of state; the guarantee of a minimum of ten (10) participants per year in the program. The company shall not require any signature, other than the employee participant, on any application.

Section 8. General Deductions - Deductions shall be made from the teachers' paycheck for the following items in accordance with the following schedule:

SUBJECT OF DEDUCTION PAYCHECK FROM WHICH DEDUCTION MADE

WTA-CEA-NEA Dues

Deductions to be taken in equal installments, 1st and 2nd paycheck of each month over a ten-month (September-June) period according to WTA transmittal list and as prescribed by Section 2 and Section 6 hereof.

State Pension

Equal installments, 1st and 2nd paycheck of each month over a ten (10) month (September through June) period.

Should the state enact new legislation governing the State Teachers' Retirement System which results in issues relative to mandatory subjects of bargaining, the WTA shall have the right to reopen this section of the contract.

ARTICLE 4

Section 2 (a). All those who have two (2) or three (3) years preparations who hold a permanent teaching certificate or those who have a Baccalaureate Degree shall be paid in accordance with the "Bachelors" Column of the appropriate schedule.

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.

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.

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.

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.

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.

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, Schedules A, B, C and D shall be paid according to the said appropriate

ARTICLE 4

(b) Service in the Peace Corps or in the Armed Forces or in Vista (two (2) years' maximum recognition - one (1) year of service for one (1) year of recognition).

Section 5. The aforementioned rules referred to in the above sections shall be uniformly applied.

Section 6. 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.

Section 7. 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.

Section 8. 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 he has been employed by the Board since at least February 1st of that calendar year.

Section 9. Subject to compliance with the requirements of Section 8, each teacher, who on September 1st of the preceding year had not attained the maximum step on the appropriate salary schedules (Schedules A, Schedule B, Schedule C and Schedule D attached hereto), shall receive on September 1st of a given year a step-advance on the said appropriate salary schedule.

Section 14. In order for a teacher who has not arrived at the maximum step of the salary schedules, Schedules A, B, C, D and E, attached hereto, to advance one step to the next step in the appropriate salary schedule because of length of service, said teacher must, 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 dated June, 1989. 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

Section 13 (b). A Teaching Vice-Principal shall receive, in addition to the salary he/she receives as a result of the application of the Salary Schedules A, B, C, D, and E, attached hereto, the sum of one thousand two hundred fifty dollars (\$1,250.00) each year.

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.

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

salaries they receive as the result of the application of the salary schedules in Schedules A, B, C, D, and E, attached hereto) the amounts listed below:

ARTICLE 4

ARTICLE 4

Section 15 (c). For the duration of this Agreement, no new Assistant Department Head, or replacement of Assistant Department Head, regardless of the number of teachers in a department, shall be assigned.

Section 15 (d). 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.

Section 15 (e). If a Department Head is absent for ten (10) consecutive school days,

thereafter the Assistant Department Head will assume the departmental responsibilities. The

Assistant Department Head will be relieved of one (1) class and his/her duty period, and he/she will be paid as if he/she were the Department Head. If there is no Assistant Department Head,

then a member of the department recommended by the principal and approved by the

Superintendent shall assume the departmental responsibilities. The member of the department

will be relieved of one (1) class and his/her duty period, and he/she will be paid as if he/she were the Department Head.

Section 16. If, among all the High Schools, there are five (5) or more Art Teachers and/or

five (5) or more Vocal Music Teachers, then a Department Head in the respective subject area

shall be assigned who shall serve as the Department Head for the teachers (in the said respective subject area) in all the High Schools. In all other respects, including remuneration and

requirement of an Assistant Department Head, the provisions of Sections 15 (a), 15 (b), 15 (c),

15 (d), and 15 (e) hereof shall apply.

Section 17. Teachers appointed by the Board to the position of Coordinator and which

position received remuneration as of September 1, 1981 in accordance with Article 4, Section 17 of the 1979-1982 written Agreement between the parties shall receive (in addition to salaries and stipends guaranteed by this Contract) two hundred and twenty-five dollars (\$225.00) for each teacher and forty five dollars (\$45.00) for each "fractional teacher" within their respective

ARTICLE 5

longer work day may be in effect by the last year of the contract. The salary schedules contained in this contract were negotiated based upon the additional time being added to the work day during the life of this contract.

If the Board increases either the school year or work year above the levels referred to above, it shall increase teachers' salaries on a pro-rated basis equivalent to the percentage of time the school year or work year was increased.

If the Board after increasing the teachers salaries, reduces the school day, or year, or work day or year, the decrease shall cause pro-rata reduction in pay but, in no event may salaries be reduced below, for the corresponding year, the levels specified under Schedules A, B, C, D, and E.

ARTICLE 6

PROFESSIONAL DEVELOPMENT

Section 1 (a). When an employee's request for permission to attend a workshop, seminar or conference is approved in writing in advance by the Superintendent or when 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 of Education, provided the Superintendent has placed a predetermined and express 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.

Section 1 (b). Paid expenses shall include only the expenses such employee(s) incurs for his/her own meals, lodging, transportation, and registration fees. The expense accounts (referred to in Article 6, Section 1 (c)) 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.

ARTICLE 6

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.

Section 2 (c). Should a situation arise not covered by the preceding items in this Section, a committee from the WTA, appointed by its President, will meet with the Superintendent of Schools 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 cannot resolve the matter, the WTA will meet with the Finance Committee of the Board to resolve said situation.

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

The staffs are: Child Study Unit, Reading Section, Guidance Section, Learning Disabilities Section, Special Education Section, Speech and Hearing Section, Art Section, Music Section, Tag Program and the Alternative School.

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

Section 3 (b). 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

ARTICLE 6

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 BA+30 level as listed in Article 4, Section 1 (a) Salary Schedules 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 4, Section 1 (a).

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.

Section 6 (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.

ARTICLE 7

Section 3 (a). Teachers returning from Sabbatical Leaves, Sick Leaves, or temporary Military Leaves shall be guaranteed their previous teaching and/or department positions if the position in fact still exists. If the position does not exist, then applicable rules of seniority shall govern.

Section 3 (b). After Section 3 (a) above has been completed, then transfers or reassignments shall be made within the particular K-5, the particular Middle School, and the particular general or special service departments.

Section 3 (c). After Sections 3 (a) and 3 (b) above have been completed, then the available positions will be posted city wide in accordance with Article 8, Section 1 (b). All teachers including those displaced or involuntarily transferred and/or assigned by reduction in force, school closings, or for other reasons, shall be eligible to bid for such positions.

Section 3 (d). After Sections 3 (a), 3 (b), 3 (c) above have been completed, then teachers returning from all other leaves, (those not specified in Section 3 above) shall be guaranteed a position upon return, if in fact a position exists. If a position does not exist, then applicable rules of seniority will govern.

Section 3 (e). Vacancies or new positions which may occur after the June adjustment (Article 7, Section A. 2 (a)), the August adjustment (Article 7, Section A. 2 (b)) or due to compliance with this Agreement's Article 17, Class Size, shall be adequately publicized by posting in each school and department and filled as provided, 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. If such deferral is elected by the Board, the teacher selected to fill the position shall be considered, for the purposes of seniority or transfer or reassignment, as belonging to the school, grade, or department he/she

Section 6. Teachers who are displaced (involuntarily transferred as a result of school closings, reduction in force, class elimination or similar reorganization) may return to their previous school and if possible, assignment, in the event a permanent opening occurs between

Section 5 (b). Teachers in the "unassigned pool" shall be those teachers with the least seniority as prescribed in the said Section 1 of Division C in the affected areas where reductions were made. Parties to this Agreement recognize that "bumping" may be part of the process in establishing an "unassigned pool".

Section 5 (a). In the event that there is a need to establish an "unassigned pool" City-wide seniority and/or Departmental seniority as defined in Section 1 of Division C - Seniority hereof shall be used.

Section 4. If, after the discussion among the teacher, his/her WTA representative if any, the WTA, and the Superintendent (provided for in Section 3 above), the WTA objects to the said involuntary transfer or reassignment, it may process the matter through the grievance and arbitration procedure set forth in Article 23 of this Agreement (commencing at Level 2). If the matter goes to arbitration, the arbitrator may determine whether, in making the transfer in question, the Board violated the terms of this Agreement or acted arbitrarily or capriciously or treated the teacher involved unfairly or inequitably.

Section 3. Prior to the involuntary transfer or involuntary reassignment, the Superintendent or his/her designee shall meet with the affected teacher in the presence of the WTA and with the aid of a WTA representative of the teacher's choice, to discuss the reasons for the said involuntary transfer or reassignment which shall be given to the teacher in writing.

shall be chosen in accordance with the procedure specified under C - Seniority - Section 0. City-wide seniority shall be used. If City-wide seniority is equal, then the teacher(s) transferred based on City-wide departmental seniority. If City-wide departmental seniority is equal then

ARTICLE 7

ARTICLE 7

Department of Education without regard to the particular high schools in Waterbury in which such service has been rendered.

Section 1 (c). Service department seniority which is hereby defined as the total number of years of uninterrupted service within a service department within the jurisdiction of the

Waterbury Department of Education. Teachers in the General Services Areas, e.g., Basic Skills, T.A.G., Art, Music, Physical Education, Industrial Arts, Reading, Home Economics, shall, for seniority purposes, be considered individual departments.

Section 1 (d). An updated seniority list specifying the City-wide and/or City-wide high

school departmental, and/or City-wide Service departmental seniority(ies) of each employee shall continue to be prepared semiannually (target date: October 14, March 1) by the

Superintendent and forwarded to the WTA and the Board. Additional lists of new employees and their assignments shall be supplied to the WTA through the Board of Education minutes. If a question arises with respect to other types of seniority, the seniority of those employees

involved in such question(s) shall be made available to the WTA.

Section 2 (a). As used in this Article, seniority shall mean the following: the applicable

seniority (as defined in Section 1 hereof) shall be utilized by the Superintendent (in effecting or granting transfers or reassignments as per the provisions of this Article) subsequent to his/her consideration of the credentials, certificated experience, and competency of the affected teachers and the needs of a particular program or the instructional requirements and best interests of the school system.

Section 2 (b). Application - which seniority is to be considered in any particular transfer or reassignment shall be governed by the following principles:

(a) If the transfer or reassignment is from one position to another within a K-5 school or K-5 schools the following priorities shall prevail:

Section 1 (a). All vacancies for non-administrative and non-supervisory positions, including currently existing positions and/or newly created positions shall be adequately publicized by posting in every school and/or department as far in advance as possible, but no later than ten (10) school days immediately following the existence of a vacancy or the existence of a new position, unless such positions are eliminated. Such position shall remain posted for at least ten (10) school days, 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 initiated in each school and/or department by the WTA Building Representative so as to indicate the date of the posting. All vacancies to be filled by transfer of which the Board is notified prior to the end of the school year will be filled by July 15th. Successful applicants will be notified immediately after selection. All teachers contemplating retirement are encouraged to notify the Board no later than April 1. Once a vacant position is posted and filled, a teacher who

A. Non-Administrative and Non-Supervisory Positions

**ARTICLE 8
VACANCIES AND NEW POSITIONS**

Section 4. Split Position Seniority (between elementary and/or Middle and/or High Schools): The seniority which is to be used in any particular situation of a split position shall be governed by the following principles:

The position the teacher is in during the greater percentage of time during the day shall determine seniority. (Example: Middle School position 40%; High School position 60% = City-wide high school departmental seniority).

matter, the WTA will discuss the matter with the Board. If the matter is still not resolved, it will be resolved through the Grievance Procedure, Article 23, beginning at Level 3 of Section 2, and if necessary, Level 4.

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bargaining unit positions) shall be adequately publicized by posting 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 initiated in each school by the WTA Building Representative so as to indicate the date of posting.

Section 2. 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.

Section 3. 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 within fourteen (14) calendar days following the removal of the posting notice.

Section 4. This provision shall in no way limit the Board's power to eliminate any position.

Section 5. 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.

Section 6. 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 administrative 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:

Section 8. In the event that there are three (3) or more candidates on an eligibility list for a vacant administrative position (that is, the currently existing or newly created administrative or supervisory positions referred to in Section 1 hereof), then the Personnel Director shall certify to the Board the names of the three (3) highest ranking candidates on said list in alphabetical order and the Board may select and appoint any one (1) of the three (3) persons whose names appear on the said alphabetical list to the said vacant administrative position. In the event another vacancy occurs during the life of that eligibility list the remaining two (2) names shall be certified to the Board by the Personnel Director and the Board may select and appoint one (1) of those two (2) names to said vacant position. In the further event that another vacancy should occur for that position during the life of the said eligibility list then the remaining name on the said alphabetical list shall be selected and appointed to the vacant position. In the event that there were originally more than three (3) candidates on the said eligibility list and the said alphabetical list is exhausted because all of the first three (3) eligible accepted, waived, or declined the appointment and another vacancy should occur for that position during the life of the said eligibility list, then the Personnel Director shall submit to the Board the next three (3) names (including the name(s) of any eligible(s) from the first said alphabetical list who have exercised his/her (their) rights (under the Civil Service Rules and Regulations) to refuse not more than three (3) offers of appointment) on the said eligibility list in alphabetical order and the provisions of this Section shall prevail.

If there are only two (2) names of candidates on the said original eligibility list then the provisions of this Section shall be applicable to the extent that these provisions can be utilized for two (2) names. If there is only one (1) name on the said eligibility list then the name of that person shall be certified to the Board by the Personnel Director.

No candidate or group of candidates from a "new" eligibility list shall be certified until the expiration of the immediately preceding eligibility list. The said "immediately preceding eligibility list" shall continue in force for at least two (2) years from the date of its establishment (assuming there are eligibles on the list for the entire two (2) year period).

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Section 1. (c). 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.

Section 2. Teachers shall continue to be relieved of such health service duties which they do not perform as of the date of this Agreement. Teachers shall not be required to dispense medication unless the school nurse, nurse's aides, principal or vice-principal are not present in the building.

Section 3. Machine scoring of standardized and City-wide tests shall be continued.

Section 4. The use of data processing shall continue to be maintained for such operations as, but not limited to, keeping records, tallying pupils, scheduling in the High Schools, making out and maintaining report cards.

Section 5 (a). Bus Pupil Monitoring Aides - For the duration of this Agreement the Board shall continue the bus-pupil monitoring aide program for the protection of K-5, 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.

A stipend of one thousand two hundred dollars (\$1,200.00) shall be paid for this duty. The number of these aides for each K-5 school, Middle School and High School shall be based upon the recommendation of the Chief Administrator of each school and the Superintendent, subject to the approval of the Board. The aide 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. These aides must not leave the school, at the end of the school day, until all the pupils are placed safely on the bus or buses.

ARTICLE 9

Section 5 c. (1) Orders for library materials and subscription items shall be processed and shall be put out to bid by the City by the last day of school in June.

Section 5 (d). The aforementioned duties, prescribed in this Article 9, 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.

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

Section 5 (d). (1) 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.

Section 5 (e). 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.

Section 5 (f). Teachers shall make two (2) comments per student per subject, per report card, per marking period. One (1) of those comments may be "no comment", if a second comment concerning the student in the opinion of the teacher, is inappropriate.

Section 6. Report cards shall be expeditiously processed by the City and returned to the teachers no later than two (2) weeks after submission to the City.

ARTICLE 10

(h) A permanently assigned personal desk and chair for each teacher.

(i) One telephone in each K-5 faculty lounge or similar facility per building with a different centrix extension than the main office will be provided for professional use only.

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.

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.

**ARTICLE 11
PREPARATION PERIODS (K-5 SCHOOLS)**

Section 1. Every effort will be made to arrange scheduling so K-5 teachers will be scheduled for three (3) preparation periods per week, but when such scheduling is impossible, the schedule will be such that affected teachers will receive no less than twelve (12) in every four (4) week period. The time shall be considered a free period for said teacher but he/she must use the bulk of it engaged in some school connected activity, including but not limited to, class preparation. Weekly preparation time shall consist of at least ninety (90) minutes. If the Board exercises its rights to increase the work day under Article 5, all K-5 periods shall be increased accordingly.

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.

Section 2. Subject to the provisions of Section 5 (b) of Article 9 hereof, each teacher in the

ARTICLE 12

office headquarters for departments such as, but not limited to, Reading Department, Industrial Arts, Audio-Visual, Learning Disabilities, Physical Education, Special Education, Home Economics, Child Study Unit and Vocational Education.

Section 3. The Board will provide a pool of substitute aides to be used when regularly

assigned aides are absent. The number of substitutes in the pool shall be determined by

calculating the average number of days aides were absent during the 1998-99 school year (as a percent of the total school year) and multiplying that percent by the total (to the nearest whole number) will represent the number of substitute aides provided for the substitute aide pool in

effect for the 1999-2000 school year.

This calculation will be repeated annually for the purpose of determining the number of

substitute aides maintained in the pool for the subsequent year.

ARTICLE 13 LEAVES

A. Sick Leave

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.

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, etc.).

Section 2. Sick Leave Payout - Upon the retirement or the death of an employee of the

professional staff who has between zero (0) and five (5) years of service as of June 30, 2002, said

ARTICLE 13

Notwithstanding any provision of this Agreement to the contrary, any employee retiring between the effective date of this agreement and June 30, 2004 shall be eligible to receive payment for accumulated sick leave beginning in the twenty-fifth (25th) month following his or her retirement. Thereafter, the employee will receive his or her payment for accumulated sick leave in three equal payments spread out over three years or in annual ten thousand dollar (\$10,000) installment payments, whichever the employee chooses.

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 is entitled commencing with the thirty-seventh (37th) month following his/her.

There shall be no further alterations of Article 13, Section 2 regarding payout of sick leave until at least July 1, 2004.

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.

Section 3. Employees shall be entitled to sixteen (16) sick leave days commencing with the 1982-83 school 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 13, Section (A)(2) above. Employees hired on or after July 1, 2002 shall be entitled to sixteen (16) sick days per year, accumulative up to 184 days.

Section 4. A medical certificate may be required for sick leave of any duration if a teacher's absence from duty occurs frequently or habitually and when, in the judgment of the Superintendent or his or her designee, evidence indicates reasonable cause for requiring such a certificate.

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, 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, full or part time, his/her sick leave accumulation shall not be diminished. If the Superintendent has reasonable cause to believe there has been an abuse of this provision he/she may require an examination, at the Board's expense, by a physician selected by the teacher from a list of physicians established by the Board which shall include three (3) or more area physicians in each specialty area, if such specialists are, in fact, within the area. If only one (1) specialist is within the area the teacher may select a physician on the list with a more general practice. No teacher may be required to be intimately examined by a physician of the opposite sex.

B. Sabbatical Leave

Desiring to reward professional performance and encourage independent research and

achievement, the Board of Education shall foster a policy which encourages and permits teachers to plan and take sabbatical leaves. Upon recommendation by the Superintendent, and approval of the Board, a sabbatical leave shall be granted for approved scholarly programs, whether or not carried on in an academic institution, when the following conditions are met.

Section 1. No more than one percent (1%) of the teaching staff shall be absent on sabbatical

leave at any one time.

Section 2. The teacher's written application for sabbatical leave is received by the

Superintendent, 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

ARTICLE 13

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 5 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 school days completed upon return)	368	while on Sabbatical Leave.

Multiplied by: The amount of money received from the City of Waterbury		

Section 7. Payments to teachers on sabbatical leave shall be made in accordance with the method of payment prescribed by Article 4 hereof. The mailing of the paychecks to the teacher on sabbatical leave shall be in self-addressed, postage prepaid, envelopes provided by the teacher.

C. Military Leave

Section 1. General Teachers leaving the System for the purpose of serving in the Armed Forces of the United States shall be entitled to all the rights and privileges afforded to them pursuant to the National Manpower Training Act of 1947, as amended, and 1969 Public Act 788 of the General Statutes of Connecticut.

he/she may withhold the pay of such teacher for such day(s).
 claimed as "personal" is considered to be an extension of said vacation period or long week-end,

information shall be kept confidential. If in the opinion of the Superintendent said day(s) upon the teacher to orally provide sufficient evidence on which the Superintendent can rely. All "long week ends") was valid and in keeping with the philosophy of this Section. It is incumbent

application for such personal day(s) (that is, prior to or subsequent to such vacation periods or held with the teacher and a WTA representative (if the teacher so desires) to determine if the

personal day(s), then, if the teacher so requests, the Superintendent shall cause a hearing to be considered satisfactory by the Superintendent, or if the Superintendent denies such request for shall not require that the teacher's right of privacy be violated. If such written statement is not

Such statement in writing by the teacher shall be self-explanatory except that such statement if the application is made subsequent to the date of the "emergency" day(s) of personal leave.

the reason in writing; either if the application is made prior to the said date for personal leave or or said "long week end". The Superintendent has the prerogative to request that the teacher state

determines that the purpose of the requested "personal day" is not to extend said vacation period succeed such vacation period or "long week ends" the Superintendent will honor same - if he/she

teacher applies for a "no reason" personal day(s) which immediately precede or immediately of extending "long week-ends" (Thanksgiving or Memorial Day Weekends). However, if a

the end of a given school year and the commencement of a new school year) or for the purpose (e.g., Christmas recess or Spring recess or the extension or prolongation of the period between

Section 2. No personal days shall be used for the purpose of extending vacation periods

work.

application for such leave within two (2) school days subsequent to the day that he/she returns to

that the reason for not reporting is "personal day emergency" and shall thereafter file a written

the Superintendent's office that he/she will not be reporting on the date in question, shall state advance, except in cases of emergencies. In the emergency situation, the teacher, when notifying

the Superintendent, as far in advance as practicable and at least seventy-two (72) hours in

Written application for such leave shall be made to the Superintendent, on a form supplied by

ARTICLE 13

(2) An employee who has been granted a leave of absence without pay for a period up to one (1) year (which leave of absence is granted because of personal illness and the employee has exhausted his/her sick leave entitlement prescribed by sub-part A hereof) may at the expiration of that time request the Board for an extension of not more than one (1) additional year.

(1) For an absence due to the illness of father or mother, brother or sister, husband, wife or child, the teacher shall receive the difference between the substitute's pay and his/her own, this Section, substitute's pay shall be considered, for deduction purposes, to be fifty dollars (\$50.00) per day no matter what sum is actually paid.

(1) For an absence due to the illness of father or mother, brother or sister, husband, wife or child, the teacher shall receive the difference between the substitute's pay and his/her own, provided that such absences do not exceed five (5) days in any school year. For the purpose of this Section, substitute's pay shall be considered, for deduction purposes, to be fifty dollars (\$50.00) per day no matter what sum is actually paid.

I. Voluntary Absence

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 high holy days (e.g., Jewish, Moslem, Greek Orthodox faiths) with no loss of substitute's pay. Leave in excess of three (3) days shall be granted with the loss of substitute pay only if a substitute is provided.

H. Religious Leave

A regular full time teacher shall be given educational 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 and by the Board and may not, in any event, exceed a total of twenty (20) school days in any one calendar year.

If the Superintendent rejects an employee's professional leave request, the employee, at his option, may appeal the denial to the Board or a Committee of the Board (as determined by the Board).

G. Professional Leave

Any teacher may upon written request to the Superintendent, and with the approval of the Superintendent and the Board, be granted an unpaid leave of absence for the following reasons: prolonged illness; needed rest (accompanied by a doctor's certificate); necessities of home; 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

K. Special Leave

Retirement Boards.

Retirement benefits shall be available as permitted by the City and State Teachers'

month return.

However, 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 cost of insurance benefits that the Board provided while the teacher was on childrearing leave without pay, unless serious illness or death prevents or interrupts the teacher's six (6)

leave without pay.

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, etc., 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 4 Salary Schedules shall be granted for any childrearing leave without pay which extends for more than ninety (90) days of the school year but advancement shall be given for any such leave which extends for less than ninety (90) days of the school year. However, the provisions of Article 4, Section 8 shall be applicable. All insurance and other employee benefits shall continue in force for any employee on childrearing

ARTICLE 13

Section 5 (b). 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

leave.

absence, and no part of such absence shall be charged to his/her annual or accumulative sick Workers' Compensation Law, he/she shall be paid his/her full salary for the period of such by an assault, arising out of, and in the course of his/her employment, compensable under the **Section 5 (a).** Whenever a teacher is absent from school as a result of personal injury caused

such civil proceedings.

Corporation Counsel of the City of Waterbury has not entered an appearance for such teacher in both parties to defend the teacher in such civil proceedings provided the office of the the Board, then the Board shall upon request of such teacher, retain legal counsel acceptable to discharge of his/her duties or within the scope of his/her employment by or under the direction of the time of such acts resulting in such injury, damage or destruction, the teacher was acting in the damage to or destruction of property, within or without the school building, and/or alleged that at assault, resulting in accidental bodily injury to, or death of, any person, or resulting in accidental the Board, alleging as against the teacher, an act of alleged negligence or other act, including an **Section 4 (b).** If civil proceedings are instituted against a teacher, or against the teacher and

for reimbursing the Board of Education for all legal costs associated with the teacher's defense. criminal proceedings. If the teacher is found guilty of criminal assault the teacher will be liable of such teacher, retain legal counsel acceptable to both parties, to defend him/her in such

committed an assault in connection with his/her employment, the Board shall, upon the request **Section 4 (a).** If criminal proceedings are brought against a teacher, alleging that he/she

to applicable laws of confidentiality.

teacher for information in its possession which relates to the incident or persons involved subject **Section 3.** The Board of Education shall comply with any reasonable request from the

ARTICLE 14

It is understood that longevity payments are included in the salary schedules and will no longer be paid.

**ARTICLE 15
LONGEVITY**

**ARTICLE 16
SCHOOL SOCIAL WORKERS**

Section 1. There shall be at least one (1) certified School Social Worker per High School, Middle School/feeder school district(s). Said Social Workers, at the direction of the Superintendent and the Board, shall provide services at schools or learning centers not a part of any High School, Middle School/feeder school district, including but not limited to Wilson, Duggan and the Alternative School.

**ARTICLE 17
CLASS SIZE**

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

Section 1 (a). - Kindergarten - The maximum class size for a kindergarten class shall be twenty (20) students.

Section 1 (b). - Class size number in Bi-Lingual Classes shall be the same as the class size established for any grade or school level per the applicable provisions of this Article 17, except that in K-5 Bi-Lingual Classes established as either "Primary" or "Intermediate", the maximum class size shall be seventeen plus three (17 +3). The goal is seventeen (17). The plus three (+3) is to allow for the mobility of the students. If this goal plus three (+3) is exceeded, the actual class sizes shall be reduced in order to comply with provisions of this section.

ARTICLE 17

Section 3. High School Classes - General - The class sizes in the general subject areas may be twenty five plus three (25 + 3). The goal is twenty five (25). The plus three (+3) is to allow for the mobility of the students. In any case, independent of the mobility factor, the total student load shall not exceed one hundred thirty two (132) students per the provisions of Article 18, Section 6 (a) hereof.

Section 3 (a). Mobility is defined as meaning the plus number of transferees after the opening of school. Realizing that the opening days of school present numerous shifts in the student population for any particular school a class size could be increased to a maximum of twenty eight (28). Classes that exceed this maximum shall be adjusted within twelve (12) days after the start of the school year. During the remainder of the year classes shall be adjusted following written notice to the Superintendent that the class size twenty eight (28) has been exceeded. The Board and the Superintendent will make the necessary adjustments to bring the class size into line with the numbers set forth in Section 3 hereof.

Section 4 (a). Classes taught by the following General Service Area teachers: Art, Music, (with the exception of instrumental music) Theater Arts, Librarian and Physical Education shall conform to the class sizes by grade level as set forth in Sections 2 and 3 of this Article. (It is recognized that as teachers in each of the aforesaid subject areas teach several different classes per day, each of which classes shall conform to the class size established by the aforesaid Sections 2 and 3.)

Section 4 (b). Class size for Home Economics, Industrial Arts, and Instrumental Music will be in accordance with guidelines established by the State Department of Education and/or the number of stations available (see Section 2 (c) and Section 5 of this Article).

Section 4 (c). The teacher-to student ratio of the High School Guidance Teachers shall be maintained at the ratio in existence as of 10-1-89.

Section 8. No K-5 Resource Teacher shall be assigned a total case load in excess of twenty-seven (27) students. No Speech Language Pathologist shall be assigned a total case load in excess of forty-seven (47) students.

Section 8 (a). In the event a special education and/or bilingual student enrolled in a self-contained class is mainstreamed for a subject (e.g., Reading, Language Arts, Music, etc.), he/she will be counted in determining the maximum class size number for that regular class, in the following manner:

(1) The first student entering the regular class for any part of the school day shall not be counted towards the class size maximum of that regular class.

(2) The second, third, fourth, etc., student entering the regular class for any part of the school day shall be counted on a one-for-one basis for the above size maximum of that regular class.

Section 8 (b). Self-contained Special Education Classes shall, to the extent possible, equally share teacher aide time. In instances where the needs of the student or students are so severe as to necessitate an extraordinary amount of aide time in order to deal with the student, the teacher may request of his/her supervisor that teacher aide time be redistributed in order to provide for the student's special needs. Such assignment of aide time shall be determined by the supervisor. Teacher aide time in the remaining classes within the category and sub-category shall be then distributed as equally as possible.

Section 8 (c). Resource Room Programs in the Middle Schools shall have two (2) aides per school and Resource Room Programs in the High Schools shall have one (1) aide per school.

Section 9. No High School teacher shall be responsible for more than forty (40) pupils at any one time in a self-contained study hall and for no more than sixty (60) pupils at any one time in study halls that are not self-contained, during recess duty, etc.

ARTICLE 17

ARTICLE 18

Section 3. In addition to the aforementioned duty free lunch period, each High School teacher shall have one (1) preparation period, each day. During this preparation period, no duty may be assigned, but the bulk of the period must be used for some school connected activity including, but not limited to, class preparation.

Section 4. 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 (1/2) school year duration.

Section 5. Exceptions to the Section 4 principles may be made with the approval of the Board, the Superintendent, the WTA, and the teacher(s) involved. Such exceptions shall be agreed to in writing by all of the said parties.

Section 6 (a). No High School teacher shall at any given time be assigned the class responsibility regardless of the size of his/her classes, for more than one hundred thirty two (132) pupils.

Section 6 (a). (1) The class size in general English Classes (English 9, 10, 11, 12) shall be twenty five (25) students per class. No High School teacher of English shall be assigned a total load in excess of one hundred thirteen (113) students regardless of the size of his/her classes.

Section 6 (b). The class size in classes specifically designated by the Board as Honors Classes in the areas of English, Mathematics, Social Studies, or Science shall be limited to twenty two plus three (22 + 3) students per class.

Section 6 (c). The class size in classes such as, but not limited to, Creative Writing, Journalism, and classes specifically designated by the Board as Fundamentals or Remedials in

If however, commencing September 1, 1986, the number of students enrolled in an individual school rises ten percent (10%) or more, over October 1, 1985 levels, additional teachers may be required in order to maintain this five (5) teaching period day. The WTA will waive the class size and student teacher ratio provisions as set forth in this Agreement for the Unified Arts Middle School teachers unless individual schools enrollments rise ten percent (10%) or more and no additional Unified Arts Middle School teachers are hired to maintain the five (5) teaching period day.

The WTA will appoint two (2) representatives at each Middle School who will, together with the Board or its designated representatives, assist in the scheduling of students to oversee the operation of the five (5) teaching period day and to help resolve difficulties that may arise and as needed to discuss with the Board operation of this scheduling change. Unified Arts Middle School teachers who teach up to a five (5) teaching period day or up to ten (10) mods, as applicable, shall share equally, with academic teachers, the non-teaching duties in their schools.

Section 8. Middle Schools - Foreign Languages - Exploratory - While the offering of

foreign languages may be considered a part of the exploratory program, teachers of foreign languages shall be considered as academic teachers with assignments of not more than five (5) periods which shall be equal in time to a normal High School period, or in the event a mod schedule is utilized, not more than ten (10) mods and a daily total of not more than one hundred twenty-five (125) pupils.

Section 9. Middle Schools - General - Exploratory In the event teachers in the

exploratory areas such as, but not limited to, home economics, music, art, are scheduled to teach three (3) double periods in a day which shall be equal in time to six (6) normal High School periods or, in the event a mod schedule is utilized of three (3) groups of four (4) mods, they shall not be required to teach more than fifty (50) periods one hundred (100) mods in each ten (10) school day period.

ARTICLE 19

the Board at the next regular Board meeting subsequent to the "closing date" for filing applications with the Superintendent. The Superintendent 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.

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.

Section 2 (b). Any teacher who quits an extra-curricular compensatory activity after September 1, and before the conclusion of the activity without good cause, shall not be considered for appointment to any extra-curricular compensatory activity for a period of three (3) academic years.

Section 2 (c). 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.

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

If a teacher who was already assigned to an extra-curricular 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.

ARTICLE 19

1999-00 2000-01 2002-04

	1999-00	2000-01	2002-04
Track	\$3,920	\$4,080	4,512
Assistant Track	0.80	\$2,295	2,538
Track	\$4,900	\$5,100	\$5,640
RATIO			
Cross Country	0.47	\$2,303	\$2,397
			2,651
Volleyball	0.56	\$2,744	\$2,856
Assistant Volleyball (If position is adopted by Bd.)	0.40	\$1,960	\$2,040
			2,256
Tennis (per team)	0.47	\$2,303	\$2,397
			2,651
Rifle	0.47	\$2,303	\$2,397
			2,651
Golf	0.47	\$2,303	\$2,397
			2,651
Cheerleader Advisor (High School)	0.60	\$2,940	\$3,060
			3,384
Cheerleader Advisor (Middle School)	0.20	\$ 980	\$1,020
			1,128
Soccer (is position is adopted by Board)	0.56	\$2,744	\$2,856
			3,158
Middle School (Per Team Sport)	0.47	\$2,303	\$2,397
			2,651
Alternative School (Per Team Sport)	0.47	\$2,303	\$2,397
			2,651
Business Managers (In High School)	1	\$4,900	\$5,100
			5,640
Director of Sports	1.62	\$7,938	\$8,262
			9,137

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.

Section 5 (c). The following compensation shall be withheld for the High School Football

Coaches, until completing Spring Football practice: Head Coach, three hundred dollars

(Assistant Coach, two hundred dollars (\$200.00)).

ARTICLE 19

1999-2004

Chorus Director High School

\$ 340

Chorus Director Middle School

\$ 270

Honor Society Advisor

\$ 270

Play Director Middle School

\$1,110

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.

The following priority system for eligibility for these positions shall apply:

(1) Those teachers who held these positions as of June, 1982.

(2) In the event an opening occurs the position will be filled in accordance with Article 19, Section 2.

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.

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

ARTICLE 20
MISCELLANEOUS

Section 1. - School Calendar - The Superintendent shall compile the school calendar of at least one hundred eighty four (184) days exclusive of storm or emergency days from the first of September to the immediately succeeding June 30, and shall discuss said calendar with selected members of the WTA and the Rules and Regulations Committee of the Board prior to forwarding it to the Board for approval.

ARTICLE 20

Section 6 (a). Employees who occupy non-administrative positions (e.g., Reading teachers, Physical Education teachers, et al) and who are authorized and required by the Superintendent 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 providing each teacher requesting such reimbursement occupies a position which is on the "authorized list" as agreed to between the WTA and the Board for said non-administrative positions, 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.

Section 6 (b). School Social Workers, however, shall be paid a flat rate of sixty five dollars (\$65.00) per month instead of the stated mileage rate during the school year.

Section 6 (c). Each employee who receives the mileage allowance prescribed by Section 6 (a) and 6 (b) hereof shall transmit to the Superintendent's Office a notarized statement indicating amounts of automobile liability insurance on his said private automobile in amounts of at least fifty thousand one hundred thousand dollars (\$50,000.00/\$100,000.00) for bodily injuries and in an amount of ten thousand dollars (\$10,000.00) for property damage liability 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 is authorized to receive the mileage allowance prescribed by Section 6 (a) and 6 (b) 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 mileage allowance.

Section 7. 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

ARTICLE 20

Section 11. 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.

Section 12. In the event that an administrator is absent for at least five (5) consecutive school days, the Superintendent shall make an effort to appoint an acting administrator for that school effective the sixth day and until the administrator returns or a permanent appointment is made. If practicable and if no other administrator is available, the above appointment shall be made from the current Civil Service list. In the event that there is no available Civil Service list, then, if practicable, the appointment shall be made on the basis of seniority and State Certification.

Section 13. For each High School Guidance Department, a Guidance Counselor shall be assigned to his High School for a two (2) week period (of not more than ten (10) consecutive days) during the month of August in any given calendar year. The precise dates in August for this assignment (in a given High School) shall be determined by the Superintendent and the Principal of that High School and those dates shall be posted in the respective Guidance Department no later than April 1st, of a given year. Payment for this assignment during the month of August 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 4 hereof. During each day in August the Guidance Counselor assigned to the High School per the provisions of this Section shall be in attendance at the High School for four (4) hours. Assignment of the Guidance Counselor in each High School shall be made on the basis of seniority (within that High School Guidance Department) and shall be scheduled on a rotating basis from year to year. Should a Guidance 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 Guidance 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

ARTICLE 20

Section 16. All educational material and classroom supplies ordered with allotted funds (i.e.,

dollar amounts which do not exceed the budgeted amount for the appropriate budget year for that budget item) shall be available to teachers at the opening of the school year. In the event the said material is "back-ordered" the Superintendent shall so notify the Administrator so that the

Administrator may have an opportunity to decide whether to await the "back-order" or to request a substitution. In the event that the said material ordered is no longer available, the

Superintendent shall order an appropriate substitute item for that administrator's school or

department. In any event, any funds allocated as aforesaid must remain with the Department of Education's budget; any provision in the City Charter to the contrary, notwithstanding. All

requisitions by the Superintendent for the said educational material and classroom supplies must be processed and honored provided the requisition does not exceed the said amount of the said

allotted funds.

Section 17. In the cutback of forces or the elimination of any bargaining unit position the

cutback or elimination shall be done first on the basis of Certification (for the purposes of this

Section, State Statutes affecting certification, etc., shall apply) and then on the basis of City-

Wide Seniority in conformance with the following guidelines:

A. Standard and/or provisional certification shall prevail over a temporary permit.

(For the purpose of this sub-paragraph A, there shall be no distinction between standard and

provisional certification at this level.)

B. Where two (2) employees are certified, then the employee with the lesser City-Wide

seniority shall be terminated.

C. If two (2) affected employees have the same City-Wide seniority, then Standard

Certification shall prevail over Provisional Certification.

ARTICLE 20

B. Recall shall be effected utilizing first 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.

C. Recall rights shall remain in effect for thirty six (36) months from the date of lay-off..
D. 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, seniority, etc., shall be restored to the teacher upon his/her return to active employment if within the specified period of time as defined in C above.

E. 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 H.

F. 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.

G. 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.

H. While on lay-off, the teacher will have the option, when permitted by statute or the insurer, to remain an active participant in fringe benefit programs, by contributing the full amount he/she would have been required to contribute, plus the amount the City would have had to pay for said group rate.

I. A teacher may be removed from the recall list for the following:

- (1) Waives recall rights in writing.
- (2) Resigns.

ARTICLE 20

Section 22 (a). Realizing the need for community relations and the fostering of communication between the schools and the parents, the Board and the Association agree that a certain activity should be scheduled to encourage these aims.

Section 22 (b). The Board may schedule two (2) "Parent-Teacher Nights" during the school year. A "Parent-Teacher Night" for K-5 and/or Middle Schools shall not be scheduled on the same evening as one for the High Schools.

Section 22 (c). If "Parent-Teacher Nights" are scheduled they shall not be scheduled within thirty (30) days of the proposed date of same and the objective shall be to post same in the regular school calendar. The regular school day on these scheduled "Parent-Teacher Night" dates shall be a four (4) hour duration. A "Parent-Teacher Night" shall be in the early evening.

Section 22 (d). The WTA shall foster the "Parent-Teacher Night" activity and encourage teachers to continue to participate in this activity. All teachers shall attend such "Parent-Teacher Night" activity except in those instances where such teacher has written permission from the Superintendent to be absent.

Section 22 (e). In the event that 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 by the Association.

Section 23. It is incumbent upon the Board to see that all equipment is properly maintained and in working order at all times. Equipment unworkable or unserviceable or stolen shall be replaced as soon as possible.

Section 24. One half (1/2) the monies needed for the Home Economics Foods classes to purchase food supplies shall be available by September 1 of each school year. The remaining one half of the funds shall be available by December 1 of the school year.

Section 7. The present practice of allowing a reasonable amount of time off with pay to Executive Committee members of the WTA to attend to Association business shall be continued. The parties agree that days in which Executive Committee members are absent from their professional assignment in order to attend the funeral of a deceased colleague or to be present in Court in connection with any litigation in which the WTA is a party shall not be charged against

eligibility for pension benefits and in computing the amount of same. as President of the WTA shall be used in computing his/her seniority, and in determining his/her Department, shall be credited to him/her upon return to active teaching. Such time spent serving President, and all sick leave which he/she shall earn during such absence from the School

as WTA President, and any sick leave for which he/she was eligible at the time he/she served as he/she had continued his/her service in the School Department instead of being on leave to serve teacher reinstated, shall be paid at the same rate of pay as that which he/she would be receiving if

At the termination of his/her office as President of the WTA he/she shall be reinstated to, at least, the position he/she held at the time he/she left to serve as President of the WTA. Any

absence for the time during which he/she shall hold this office. Upon written request to the Board, the President of the WTA shall be granted unpaid leave of

or comparable position to that which he/she held at the time said leave began. be accumulated during said leave. Upon his/her return, the teacher shall be assigned to the same Waterbury School System for all purposes, provided, however, that no additional sick leave shall Agreement. All time spent on every such leave shall be counted as time in the employ of the

duties as the exclusive collective bargaining representative of the teachers covered by this to one (1) teacher for the purpose of providing full-time assistance to the WTA in discharging its upon the WTA written request, an unpaid leave of absence shall be granted for every school year exceed two (2) years in duration for the purpose of discharging the duties of such office; and, Superintendent of Schools, be granted an unpaid leave of absence with full privileges, not to President of the Connecticut Education Association shall, upon his/her written request to the

ARTICLE 21

ARTICLE 23
GRIEVANCE PROCEDURE

Section 1. Definitions

A. A grievance is hereby defined as:

- (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 alleged discrimination or a condition affecting the employee's health and safety.

(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.

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

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

A. Employee Grievance

STAGE 1. (Informal) - 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.

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

ARTICLE 23

Association, 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 five (5) school days following the receipt of the Superintendent's decision. Within sixteen (16) school days after receipt of a timely appeal 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 five (5) school days following hearing, render a decision in writing with copies to the employee and the WTA.

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 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 AAA in writing by registered mail, return receipt requested and postage prepaid, 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 AAA must also be sent to the Superintendent and to the Board.

Fees and expenses of the Arbitrator shall be borne equally by both parties.

B. Board or WTA Grievance

Section 1. The WTA and the Board and/or the Superintendent may file grievances at Level 2 set forth above, provided each grievance must be in writing and sent to the non-grieving party no later than thirty (30) school days following the occurrence giving rise to the grievance.

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.

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

Section 10 (c). When, pursuant to the Grievance Procedure prescribed by this article, the Connecticut Education Association and/or the National Education Association for consultation and assistance at any stage of the procedure.

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

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). Association and Board counsel shall be permitted at Levels 3 and 4. If, at the option of the Superintendent or the Board, hearings are held during school hours, persons proper to be present shall be excused without loss of pay.

Section 9. 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 Section 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 of Education. The Arbitrator shall have the power to make an award, including appropriate compensatory awards.

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.

ARTICLE 23

ARTICLE 23

Section 16. Grievance forms, revised as of May 1, 1982, shall be continued in use. Any further revision shall be mutually agreed upon. Forms for filing and processing grievances and other necessary documents shall be prepared by the Superintendent with the approval of the Association and made available through the Association so as to facilitate operation of the Grievance Procedure.

Section 17. As to any alleged employee grievance which the employee asserts has arisen between July 1, 1999 and the date of the distribution of copies of this Agreement to each member of the bargaining unit, the time limits, as prescribed in this Article, for the submission of said employee grievance shall commence on the day following the date of the said distribution of these copies. The provisions of the preceding sentence shall in no way limit any employee grievance prior to the said date of distribution of copies of this Agreement. However, if an employee does submit an employee grievance prior to the date of distribution, then all the time limits, as prescribed in this Article, shall prevail as of the date that the written grievance was submitted.

Section 18. The following is a sample of the approved grievance form:

B. DECISION OF THE PRINCIPAL OR IMMEDIATE SUPERVISOR:

To be completed and returned by the Principal or Immediate Supervisor, to the Grievant(s) within five (5) days of receipt of written grievance if not resolved at the Formal Meeting.

Original and one (1) copy to Grievant(s), one (1) copy retained by Principal or Immediate Supervisor, one (1) copy to Chairperson of P.R.&R., and one (1) copy to Superintendent.

Decision and Reasons:

C. DECISION OF SUPERINTENDENT:

Date _____ I accept the decision

Signature of Principal or Immediate Supervisor _____ I wish to proceed to next level

D. DECISION OF BOARD:

Date _____ I accept the decision

Signature of Superintendent _____ I wish to proceed to next level

Date _____ I accept the decision

Signature of Board _____ I wish to proceed to next level

ARTICLE 25

with subsequent coinsurance of 20% to a waiver amount of \$2000/\$4000/\$5000 respectively for individual, two person, and family coverage. The maximum "out of pocket" expense associated with the out-of-network cost share is \$600/\$1000/\$1500 for individual, two persons and family respectively. If a non-network provider is used the employee or dependent may be subject to balance billing above and beyond the stated share maximums. The program includes managed benefits with a \$200 inpatient hospital and 25% professional penalty imposed if guidelines are not followed. The life time maximum for the program is unlimited.

(b) Full service drug rider with an \$5.00 co-pay and a \$1,000 cap, balance over \$1,000 to be submitted to out-of-network program.

Effective on the implementation of the CP 1 plan, each employee who is enrolled in such plan shall pay twenty percent (20%) of the premium or premium equivalent for the level of coverage selected (employee, employee + 1, family). The premium share or premium share equivalent applies to both the medical and prescription drug benefit described in this Section 1.

(2) Century Preferred Two (CP 2)

(a) The Anthem Blue Cross Blue Shield Century Preferred Managed Care Program (Plan 2) with a \$5.00 co-pay for home and office visits with an unlimited maximum. Out of network costs include \$200/\$400/\$500 deductible for individual, two person, and family coverage with subsequent coinsurance of 20% to a waiver amount of \$2,000/\$4,000/\$5,000 respectively for individual, two person, and family coverage. The maximum "out of pocket" expense associated with the out-of-network cost share is \$600/\$1,200/\$1,500 for individual, two person, and family respectively. If a non-network provider is used the employee or dependent may be subject to balance billing above and beyond the stated share maximums. The program includes managed benefits with a \$400.00 inpatient hospital penalty imposed if guidelines are not followed. The Plan is more fully described in Exhibit "X".

(b) Managed drug rider with a \$5/\$10/\$0 co-pay with an unlimited maximum.

ARTICLE 25

include \$250/750 deductible for individual and two-person or family coverage, with subsequent coinsurance of 20% on covered expenses of up to \$6,250/\$18,750 respectively for individual and two person or family coverage. The maximum out-of-pocket expense associated with out-of-network cost share is \$1,500/\$4,500 for individual and two person or family coverage respectively. If a non-network provider is used the employee or dependent may be subject to balance billing above and beyond the stated maximums. Prior authorization is required for certain services. The life-time maximum for in-network is unlimited and for out-of-network is \$1,000,000.

Effective on the implementation of the POS plan, each employee who is enrolled in such plan shall pay twelve and one half percent (12.5%) of the premium or premium equivalent for the level of coverage selected (employee, employee + 1, family).

(5) BlueCare POE Plan

(a) The BlueCare POE Plan, with services limited to network providers; out of network services are not permitted. Under the Blue Care POE Plan, there is no office visit co-pay for preventive care, a \$5 co-pay for primary care office visits and a \$10 co-pay for specialist office visits. Prior authorization is required for certain services. The life-time maximum is unlimited.

Effective on the implementation of the POE plan, each employee who is enrolled in such plan shall pay five percent (5%) of the premium or premium equivalent for the level of coverage selected (i.e. employee, employee + 1, family).

(6) Teachers who enroll in CP 3, BlueCare POS or BlueCare POE shall enroll in the Anthem Public Sector Three-Tier Prescription Drug Plan with co-payments of \$5 for generic drugs, \$10 for listed brand name drugs and \$15 for non-listed brand name drugs, and required generic substitution. Mail order co-payments for a 90 day supply of maintenance medications

Section 3. Any complaint by a parent of a student, or by any other person (other than a

material from his or her file if he or she believes just cause is lacking.
to read such material and respond to it in writing and shall have the right to seek removal of
in the teacher's file without just cause and notice to the teacher. The teacher shall have the right
derogatory or otherwise, to a teacher's conduct, service, character or personality shall be placed
Section 2. No allegations by a school official or fellow employee alleging material,

treating these personnel files with the highest degree of confidentiality.
question, or to reproduce, any material therein. The Board agrees to continue its policy of
Section 1. Teachers shall have the right to inspect their own personnel files; also, to

PERSONNEL FILES

ARTICLE 26

improvement in the said benefits and coverages for members of this bargaining unit.
Teachers' Negotiating Act, concerning a WTA request for a similar, greater or lesser
then the parties agree that they shall meet and negotiate, pursuant to the provisions of the
this Article and which said benefits and coverages are paid solely and completely by the City,
benefits or coverage which are an improvement upon the benefits and coverages prescribed by
obtain Anthem Blue Cross/Blue Shield, Life Insurance, Health and Accident or Health Insurance
(that is employee, other than the certified professionals covered by this bargaining unit) should
Agreement, any other group or entity of the City of Waterbury employees or Board employees
Section 5. Insurance Reopener. The parties agree that if, during the term of this

accordance with the procedures established by the City.
purchasing at the group rate additional life insurance up to the amount provided by the City in
rounded up the next one thousand dollars (\$1,000.00). The employee has the option of

ARTICLE 25

Membership meetings.

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

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.

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.

A. Principal's Advisory Council

ADVISORY COUNCILS

ARTICLE 28

The Superintendent shall arrange for a mutually satisfactory time and place for a meeting to discuss such proposal(s), within fifteen (15) days after receipt of the proposal(s), unless the parties mutually agree to an extension of time for such meeting. If an agreement is reached on such proposal(s), such proposal(s) shall be effective only after a Memorandum of Agreement incorporating such non-line item changes has been executed by the parties hereto; in regard to any approved line item changes, such proposal(s) shall become effective only after non-rejection by the Board of Aldermen per the provisions of the Teachers' Negotiating Act.

ARTICLE 27

Section 1. In the event an employee works (that is performs professional activities) during the summer months, or any portion thereof (that is those months between the end of a given regular academic year assignment and the commencement of the subsequent regular academic year assignment) in a program or activity, then that teacher shall be compensated for each day of his/her said professional activity at the rate of twenty four dollars (\$24.00) per hour for 1999-2000, twenty-five dollars (\$25.00) an hour for 2000-01, twenty-six dollars (\$26.00) an hour for 2001-02 and twenty-seven (\$27.00) and hour for 2002-04.

In the event the Waterbury Board of Education authorizes any program for grant submission, then such funded program shall be under the purview of the existing Agreement between said Board of Education and the WTA. In any such grant or funded program, where the Board of Education was not a participant in the preparation of the program, then said Board shall enter into negotiations with the WTA before approving the program for its participation and/or sponsorship.

Summer Programs - Areas of Sub-Contracting

SUMMER SCHOOL PROGRAM - REMUNERATION AND SELECTION

ARTICLE 29

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.

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.

ARTICLE 28

ARTICLE 30

Section 3. In Middle/High School complex buildings that are controlled by air-conditioning, when temperature extremes produce unhealthy and unsafe conditions, the teacher and/or class shall be moved, upon approval of the Principal, to a more conducive room. Guidelines for the temperature extremes shall be a low of sixty degrees (60°) and a high of eighty five degrees (85°).
In all other schools an unhealthy condition shall exist at a low temperature of sixty degrees (60°).

Section 4. When such extremes of temperature necessitate school dismissal, and such dismissal reduces the number of days or hours required by the State below the acceptable limit, another school day may be scheduled in lieu of the day of dismissal.

ARTICLE 31

PENSIONS AND EARLY RETIREMENT INCENTIVE

A. Pensions

Section 1. Effective March 1, 1973, the present one percentum (1%) "teacher participant" contribution to the City of Waterbury Retirement System shall be based upon the employee's Article 4 earnings, plus the severance pay prescribed by Article 13, Section 2. However there shall be no contribution (and thus no deduction) based upon "after school" earnings such as coaching, Homebound, summer school programs and evening school programs. The Board and the WTA agree that the employee's (who become a retiree) pension benefit of 6/10th of one percent (1%) of average annual pay received during the three (3) years of service immediately preceding retirement for each completed year of service shall be based only on the said Article 4 earnings, and Article 13, Section 2, severance pay. The parties further agree that the pension benefit prescribed by this Section shall be based upon the regular salary of the teacher participant

Section 2. This Agreement shall be effective and binding as of July 1, 1999 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, 2004.

ARTICLE 32

APPENDIX A

Section 4. 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 ten (10) minutes prior to the commencement of the teaching day and during such ten (10) 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 twenty (20) minutes prior to the commencement of the teaching day and during such twenty (20) 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 five (5) 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 ten (10) minutes, or twenty (20) minutes, before the commencement of the teaching day and the said five (5) minutes, or 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 9, Section 5 D shall be applicable. A teacher shall schedule parent conferences within the work day or at the official close of the school day. When the K-5 schools go to a seven hour day the "before" and "after" times will be the same as the high schools and middle schools.

Section 5. The Superintendent may schedule an orientation day 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.

Section 6. An employee shall work the basic "school calendar year" as described in Article 20, Section 1, exclusive of storm or emergency days. Employees whose positions are not

enumerated here shall work the said basic school calendar.

Section 7. A principal may, if he/she desires, schedule mandatory staff meetings. Such

Step	BA	BA+15	MA	MA+15	6th Yr.	6th+15	P.H.D
1	33,491	34,932	36,031	37,545	38,592	40,085	41,228
2	37,286	38,569	39,879	41,317	42,720	44,025	45,400
3	37,721	40,656	41,944	43,454	45,018	46,392	47,864
4	41,428	42,737	43,970	45,671	47,350	48,793	50,288
5	43,454	44,778	46,067	47,864	49,658	51,147	52,757
6	45,544	46,836	48,118	50,031	51,966	53,479	54,692
7	47,606	48,865	50,170	52,220	54,294	55,857	57,322
8	49,658	50,960	52,220	54,387	56,601	58,188	60,329
9	51,708	52,966	54,271	56,601	58,883	60,564	62,452
10	54,270	55,534	56,811	59,283	61,706	63,501	64,877
11	56,300	57,583	58,883	61,474	64,036	65,832	67,321
12	60,169	62,258	64,301	66,416	68,456	70,545	72,610

SCHEDULE B
2000-01

APPENDIX B

Commitment to Improvement and Excellence

The Waterbury Board of Education and the Waterbury Teachers Association hereby commit to the improvement of student performance and pursuit of Excellence in Education. To this end the parties agree as follows:

Edison Project

Section 1. The WTA will fully cooperate with the Board if the Board decides to proceed with the Edison Project.

Section 2. The Board will commit that if it proceeds with the Edison Project it will fund a Waterbury Pilot Experimental school to the same extent it funds the Edison School.

Section 3. The Intent of this agreement is to encourage innovation, creativity and new approaches to education while allowing the Pilot Experimental school to fairly compete with the Edison Project thus maximizing the opportunities for improvement and excellence.

SCHEDULE D
2002-03

Step	BA	BA+15	MA	MA+15	6th Yr.	6th+15	Ph.D.
1	34,844	36,343	37,486	39,061	40,151	41,705	42,894
2	38,793	40,127	41,490	42,986	44,446	45,804	47,234
3	39,245	42,299	43,639	45,210	46,836	48,266	49,798
4	43,101	44,464	45,747	47,516	49,262	50,765	52,319
5	45,210	46,587	47,928	49,798	51,664	53,213	54,888
6	47,384	48,728	50,062	52,052	54,065	55,639	56,902
7	49,529	50,839	52,197	54,330	56,487	58,114	59,638
8	51,664	53,019	54,330	56,584	58,888	60,539	62,766
9	53,797	55,105	56,464	58,888	61,262	63,010	64,976
10	56,462	57,778	59,106	61,678	64,199	66,066	67,498
11	58,575	59,909	61,262	63,958	66,623	68,491	70,041
12	62,600	64,773	66,899	69,099	71,222	73,395	75,543

EXHIBIT X

Benefits	Century Preferred Plan w/Managed Benefits In-Network	Century Preferred Plan w/Managed Ben Out-of-Network
Costshares	In Network: \$5 Office Visit Copay Unlimited Office Visit Maximum	Subject to deductible and coinsurance Deductible \$200/\$400/\$500 Coinsurance to 80% of MAA to \$2,000/\$4,000/\$5,000 Cost Share Max: \$600/\$1,200/\$1,500 Lifetime Maximum Out-of-Network: \$1,000,000
Preventive Care	In Network	Out-of-Network
Pediatric	Covered according to age-based schedule Newborn through 5 months - once a month; 6 months through 12 months - every 2 months; 13 months through 2 years - every 3 months; 25 months through 3 years - every 6 months; 4 years through 21 years - once a year \$0 Copay	Covered according to age-based schedule Newborn through 5 months - once a month; 6 months through 12 months - every 2 months; 13 months through 2 years - every 3 months; 25 months through 3 years - every 6 months; 4 years through 21 years - once a year 80% after annual deductible
Adult	Covered according to age-based schedule. Age 21 years to 30 years - every 3 years; Age 31 years to 50 years - every 2 years; Age 51 and over - once per year \$0 Copay	Covered according to age-based schedule. Age 21 years to 30 years - every 3 years; Age 31 years to 50 years - every 2 years; Age 51 and over - once per year 80% after annual deductible
Vision	Covered once every year \$5 copay (includes refraction)	Covered once every year 80% after annual deductible
Gynecological	Covered once every year \$0 copay	Covered once every year 80% after annual deductible
Mammography	Covered according to age-based schedule. One exam between age 35 and 40; 41 to 50 years every two years; Age 50 and over - every year \$0 copay	Covered according to age-based schedule. One exam between age 35 and 40; 41 to 50 years every two years; Age 50 and over - every year 80% after annual deductible
Maternity	\$5 Office Visit Copay (first visit only)	80% after annual deductible
Medical Services		
Medical Office Visit (including biologically based MH)	\$5 copay	80% after deductible
Outpatient PT/OT/ST Chiro	Covered up to 50 combined treatments per member per calendar year (Treatment Plan required) Extra visits covered as Out-of-Network	80% after deductible Maximum 50 combined visits per year. (Treatment Plan required)
Allergy Services	\$5 copay for office visits and testing No copay for injections (Treatment Plan Required)	80% after deductible (Treatment Plan Required)
Electroshock Therapy	\$25 up to 15 Annual Visits	80% after deductible - Up to 15 visits per year

EXHIBIT X

This does not constitute your health policy or insurance policy. It is only a general description. Please refer to your Master Group Policy or Description of Benefits on file with your employer, for a complete and current listing of benefits, maximums, exclusions, and limitations.

*Non-compliance penalty \$400 per event

**Eligibility: Insured, spouse and unmarried dependents to age 25.

***Dental \$0 deductible. Class 1 - 100%; Class 2 - 50%; Class 3 - 50%; Ortho to \$1,000