Teacher Association
The Watertbury
and
Board of Education
The Watertbury
written agreement
1999-04

x = 6/109

11/28/98
11/8/35

Revised 5/2002
Section 6. This Agreement shall not limit or consolidate the authority of the Board as specified in the specific provisions of this Agreement. Accordingly, the provisions that the Board shall be deemed to have exercised its authority for the duration of this Agreement provided by the General Standards of Consequence and the Charter of the City of Waterloo, except in so far as mutually agreed by the parties.

Section 5. Upon request, at the time of the commencement of negotiations for the successor Agreement, any Board or its negotiating committee will provide the other with such satisfactory evidence as official minutes or certificates of resolutions, or authority to act on behalf of the respective party.

Section 4. Subject to the provisions of Section 10-153 (b) of the Connexional General Professional Obligations.

Section 3. The parties hereby accept the provisions of this Agreement as their collective and individual obligations, actively, cooperatively and in good faith, to honor, support and fulfill. The parties recognize the importance of simulataneous representation and exercising responsibilities under law for continuing supervision and ultimate decisions.

Section 2. The Board and the WTA recognize the importance of simulataneous representation and participation by the professional staff in the formulation of governing policy and accordingly agree to the consultative procedure set forth in Article 27 to inform and guide the Board in the exercise of its responsibilities.

Section 1. This Agreement is negotiated pursuant to Sections 10-153 (8) through 10-153 (8).

INTRODUCTION

ARTICLE 1
RECOGNITION

ARTICLE 2

Any unilateral change of salaries or other conditions of employment are hereby prohibited.

Section 9. All salaries and other conditions of employment are set forth in this Agreement.

Instances of such instances shall be made known to the WTA in writing.

Section 8 (d). When the term "Board of Education" is used, it shall be understood that the Board of Education or the Superintendent is in question, unless the context otherwise directs.

Here.

Section 8 (c). The pronoun he, his, him shall be defined to include the pronoun she, her, theirs.
Section 5. Lists - No later than the first paycheque in October of each school year the Board were made.

The Board shall include with such check a list of teachers by name for whom such deductions association each pay period a check for the amount of money deducted during that pay period.

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

Year

the start of the school year shall pay an amount equal to the per centage of the remaining school

Section 3. Subsequent Employment - Those teachers whose employment commences after

transferred to the W.T.A.

amounts of service fees still owed shall be deducted from the final pay of said employee and

the Board of Education by August 1 of each year. In the even employment is terminated, dues

amount of association membership dues and service fee shall be credited by the association to

amount of association membership dues and service fee shall be credited by the Board of Education to September through and including the first and second paycheques in June. The

paycheques in September through and including the first and second paycheques in June. The

shall be divided equally by the number of paycheques from and including the first and second

shall be divided equally by the number of paycheques from and including the first and second

dues amounts or service fee by means of payroll deductions. The amount of the deductions

Watersbury Board of Education with deduction from teachers' salaries WTA-CFA-NEA membership

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

Concomitant Education Association and the National Education Association.

"WTA" hereinafter shall be interpreted as referring to the Watersbury Teachers Association, the

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and hold the Board harmless against any liability which may arise by reason of any action taken

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because the Board has acted in good faith and in reliance on the information furnished by members of the Association which represents the costs of collective service fee to the Association. Said service fee shall be not greater than the amount of dues

ARTICLE 3
shall have the right to reopen this section of the contract. 

Relate to mandatory subjects of bargaining, the WTA Teachers Retirement System which results in issues 

Should the State enact new legislation governing the State 

over a ten (10) month (September through June) period, 

Equal installments, 1st and 2nd paycheck of each month 

prescribed by Section 2 and Section 6 hereof. 

June) Period according to WTA Nonteaching List and as 

paycheck of each month over a ten-month (September- 

Deductions to be taken in equal installments, 1st and 2nd 

WIA-CEA-NEA Dues 

SUBJECT OF DEDUCTION 

PAYCHECK FROM WHICH DEDUCTION MADE 

the following items in accordance with the following schedule: 

Section 8. General Deductions - Deductions shall be made from the teachers' paycheck for 

shall not require any signature other than the employee/participate, on any application. 

share; the guarantee of a minimum of ten (10) participants per year in the program, The company 

share; the length of time the company has been in existence both in state and out of 

programs offered; the length of time the company has been in existence both in state and part of 

service available to teacher participants; the reliability of the applying company; the variety of 

operating out of said office; the location of an office in the state of Connecticut; the degree of 

SHELTER ANNUITY COMPANIES: The existence of an agency office; the number of agents 

CRITERIA FOR APPROVAL OF NEW TAX 

company should lose its accreditation. 

company must guarantee a minimum of ten (10) participants within one (1) year or else such 

who will determine if such company can adequately service the annuitants. Further, the TFA 

Joint committee of the Warren County Board of Education and the Warren County Teachers' Association 

In any event, if additional companies desire to participate, they shall first be approved by a 

more employees. The WTA recognizes that a large number of TFA companies with a small 

ARTICLE
Appropriate column (on the attached schedules, Schedules A, B, C and D) shall be paid according to the said
which will entitle them to a lateral advancement to the appropriate degree or degree credit.

Section 2 (a) All those who complete the necessary degree and/or credit requirements shall be paid in accordance with the appropriate column of the appropriate schedule.

Masters' Degree, shall be paid in accordance with the "Masters + 15" column of the appropriate schedule.

Semester hours beyond the Bachelor's Degree or Forty-Five (45) semester hours beyond the study beyond the Sixth Year Certificate or beyond two (2) Master's Degrees, or Seventy-Five (75) semester hours of approved study beyond the Bachelor's Degree or Sixty (60) semester hours of approved study beyond the Masters' Degree, Sixty (60) semester hours of approved study beyond the Bachelor's Degree shall be paid in accordance with the "Masters + 15" column of the appropriate schedule.

Section 2 (d) All those who have completed at least Thirty (30) semester hours of approved study with the "Masters" column of the appropriate schedule.

Beyond the Bachelor's Degree or who hold a Bachelor's Degree shall be paid in accordance with the "Bachelor + 15" column of the appropriate schedule.

Section 2 (b) All those who have completed at least Fifteen (15) semester hours of approved study beyond the Bachelor's Degree shall be paid in accordance with the "Bachelor + 15" column of the appropriate schedule.

Section 2 (c) All those who have completed the required Bachelor's Degree preparation who hold a Bachelor's Degree or who have completed the required Bachelor's Degree preparation who have at least two (2) years of experience shall be paid in accordance with the "Bachelor + 15" column of the appropriate schedule.

Section 2 (e) All those who have completed the required Bachelor's Degree preparation who hold a Bachelor's Degree or who have completed the required Bachelor's Degree preparation who have at least two (2) years of experience shall be paid in accordance with the "Bachelor + 15" column of the appropriate schedule.

ARTICLE 4
on September 1st of a given year, a step-advance on the said applicable salary schedule (Schedule A, Schedule B, and Schedule C appended hereto) shall receive September 1st of the proceeding year, and not advancing the maximum step on the applicable salary schedule, subject to compliance with the requirements of Section 8, each teacher who on September 1st of the calendar year,

Section 5 A teacher who is employed at the opening of the next school year, shall be given the salary of the individual concerned,

Section 6 Salary Schedule: Theriterion for qualification of the teacher for application of the lateral advancement on the applicable salary schedule. In the event of a teacher's completion of the requirements of the lateral advancement program approved in accordance with the previous provisions of this Article, if the necessary requirements are not fulfilled, or if the teacher does not meet the requirements of the lateral advancement program, the teacher shall be assigned to the appropriate salary schedule, and where such credits were not part of a planned program, the requirements of the lateral advancement program not be uniformly applied.

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

Recognition - one (1) year of service for one (1) year of recognition.

(a) Service in the Peace Corps or in the Armed Forces or in Vista (2) years' maximum

ARTICLE 4
Section 14

In order for a teacher who has attained the said maximum step in the salary schedule, A, B, C, D, and E, to advance his or her rank to advance one step to the next step in the salary schedule A, B, C, D, and E, he or she shall receive in addition to the salary he or she receives in this schedule a salary differential equal to $1,250.00 (one thousand two hundred fifty dollars ($1,250.00) each year.

Section 15

A teaching vice-principal shall receive in addition to the salary he or she receives as a result of the application of the salary schedule A, B, C, D, and E, an additional $300.00.
Teacher and forty-five dollars ($45.00) for each "fractional teacher" within their respective
supervision guaranteed by this Contract (two hundred and twenty-five dollars ($225.00) for each
of the 1979-1982 within Agreement between the parties shall receive in addition to salaries and
position received remuneration as of September 1, 1981 in accordance with Article 4, Section 17
Leahrs appointed by the Board to the position of Coordinator and whom

Section 17 (c) and (d) of the above shall apply.

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

subject area) in all the High Schools. In all other respects, including remuneration and
shall be assigned who shall serve as the Departmental Head for the teachers in the said respective
five (5) or more Vocal Music Teachers, then a Departmental Head in the respective subject area
five (5) or more Art Teachers and/or

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

The Departmental Head:

will be relieved of one (1) class and his/her duty period, and he/she will be paid as if he/she were
Supervision shall assume the departmental responsibilities. The member of the department
when a member of the department recommended by the principal and approved by the
will be paid as if he/she were the Departmental Head. If there is no Assistant Departmental Head,
assistant Departmental Head will be relieved of one (1) class and his/her duty period, and he/she
the teacher the Assistant Departmental Head will assume the departmental responsibilities.

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

assignments.

(2) periods a day, in addition to a preparation period, for departmental business and all other

Section 15 (d) Departmental Heads shall be assigned four (4) teaching periods a day within two

replacements of Assistant Departmental Heads, regardless of the number of replacements in a department.

Section 15 (c) For the duration of this Agreement, no new Assistant Departmental Head, or

ARTICLE 4
each of these funds shall be administered and allocated by the Superintendent in classrooms unless this qualification is specifically waived by the WTA. Expenses from Section 1 (c) shall not be used to cover the expenditure of monies for subsistence, transportation, and registration fees. The expenses accounts (referred to in Article 6, Section 1 (d)) paid expenses shall include only the expenses such employees (in accordance with the purposes established and expressed in the bylaws and by decisions of the Board of Education). Section 1 (a) shall be at the IRS rate per mile. Such expense. If the employee uses his/her own automobile, the rate of reimbursement for travel shall be the actual amount of Educational activity, the local expenses of the employer shall be paid by the Board of Education. Section 2 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 conference. When an employer's request for permission to attend a workshop, seminar or professional development.

ARTICLE 6

Reduced below, for the corresponding year, the levels specified under Schedules A, B, C, D, and school year of work year was increased. If the Board after increasing the teacher salaries, reduces the school day, or year, or work school year of work year was increased. If the Board increases the school year of work year above the levels referred to above, during the life of this contract.

In this contract, the additional time being added to the work day in this contract were negotiated based upon the additional time being added to the work day longer work day may be in effect by the last year of the contract. The salary schedules continued.
be used to cover the expenditure of monies for subsistence in classrooms unless this qualification
his/her own needs. Lodging, transportation, and registration fees. The expenses accrued shall not
Section 3 (q) Paid expenses shall include only the expenses such employee(s) incurs for

<table>
<thead>
<tr>
<th>Number of Professional Staff in Unit, Program, or School:</th>
</tr>
</thead>
<tbody>
<tr>
<td>21 and Under</td>
</tr>
<tr>
<td>$400.00</td>
</tr>
<tr>
<td>16 through 20</td>
</tr>
<tr>
<td>$350.00</td>
</tr>
<tr>
<td>15 or Less</td>
</tr>
<tr>
<td>$250.00</td>
</tr>
</tbody>
</table>

The Program and the Alternative School:
Section: Speech and Hearing Section, Art Section, Music Section
The stairs are: Child Study Unit, Reading Section, Guidance Section, Learning Disabilities
Annually in the school budget,
Amount herein after set forth for each of the following professional staffs shall be allocated
conferences, or other professional educational activities a teachers expenses account in the
Section 3 (a) For the purpose of attending Regional meetings, workshops, seminars.

Section 2 (c) Should a situation arise not covered by the preceding items in this Section, a
and allocated by the Superintendent.

is specifically wired by the WTA. Expenditures from each of those funds shall be administered
be used to cover the expenditure of monies for subsistence in classrooms unless this qualification

ARTICLE 6
Section 6 (b)

Graduate Level Course.

Week of July immediately subsequent to the date of the successful completion of the said current school year. The maximum a person may collect at a given time is nine hundred dollars.

determining the number of courses. This shall not affect the course reimbursement for that following school year if said course is certified to the prior school year for purposes of July-May term or the summer semester (May-June 30) teachers may apply for reimbursement for courses completed after July 1, in any given year, shall be counted as having been taken.

I (a).

Reimbursement to attain advancement to a higher salary column as described in Article 4, Section courses. A teacher may not use any course for which he or she has requested and received has the prior approval of the Superintendent to take and receive reimbursement for a course of B+30 level as listed in Article 4, Section I (a) Salary Schedules and provided the teacher the given school year provided that the teacher has attested prior to taking the course(s). At least the Board, for the tuition cost of such course or courses up to a maximum of three (3) courses in any institution, Allied Health, Culinary Arts and others which might be approved in advance by the Board.
of seniority or transfer of reassessment, as belonging to the school, grade, or department he/she
of the Board, the teacher selected to fill the position shall be considered for the purpose
the Board until the next succeeding opening of school, if in the view of the Board, imme-
which would cause undue disruption of the education program. If such detailed is
Position in any department shall be determined by action of the Board, provided, except that a special appointment or
compliance with this Agreement’s Article 17, Class Size, shall be adequately provided by
Article 7, Section A.2.6), the August Adjustment (Article 7, Section A.2) of due to
Section 3(b) - Vacancies of new positions which may occur after the June Adjustment
position upon return, if in that a position exists. If a position does not exist, then applicable rules
removing from all other leaves, (those not specified in Section 3 above) shall be guaranteed a
removing from any school system, or for other reasons, shall be eligible to bid for such positions,
including those disciplined or involuntarily transferred and/or assessed by reduction in force,
Positions in all departments, shall be posted city-wide in accordance with Article 8, Section 1 (q).
Section 3(c) - After Sections 3 (a) and 3 (q) above have been completed, then the available
Section 3(d) - After Sections 3 (a) above have been completed, then transfers or reassessments
Section 3(e) - After Sections 3 (a) above have been completed, then transfers or reassessments

ARTICLE 7

Teachers Resigning from Sabbatical Leaves, Sick Leaves, or Temporary

...
Section 6. Teachers who are displaced involuntarily transferred as a result of school closures, reduction in force, class elimination or similar reorganization may return to their present school or, if more appropriate, to a school in the same or an adjacent area.

Section 3 (b) Teachers in the "unsatisfied pool" shall be those teachers with the least seniority and/or departmental seniority as defined in Section 1 of Division C - Seniority.

Section 3 (a) In the event that there is a need to establish an "unsatisfied pool" City-wide seniority and/or departmental seniority as defined in Section 1 of Division C - Seniority shall be used.

In the event that there is a need to involuntarily transfer or reassign an employee, the criteria for determining whether or not an employee is to be involuntarily transferred or reassigned shall be based on City-wide departmental seniority. If City-wide departmental seniority is equal, then the teacher(s) transferred shall be chosen in accordance with the procedures specified under C. Seniority - Section 6.
of K-5 schools, the following priorities shall prevail:

(4) If the transferee from one position to another within a K-5 school

reassignment shall be governed by the following principles:

Section 2 (b) - Application - which seniority is to be considered in any particular transfer or

school system.

and the needs of a particular program of the institution; requirements and best interests of the

consideration of the credentials, certified experience, and competency of the affected teachers

granting transfers or reassignments as per the provisions of this article (as applicable) subsequent to his/her

seniority (as defined in Section 1 hereof) shall be utilized by the Superintendent in effective or

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

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

a question arises with respect to other types of seniority, the seniority of those employees

and their assignments shall be supplied to the WTA through the Board of Education minutes. If

Supervision and forwarded to the WTA and the Board. Additional lists of new employees

shall continue to be prepared semiannually (latest date: October 1, March 1) by the

school department, and/or City-wide Service department (seniority) of each employee

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

seniority purposes, be considered individual departments.

T.A.G., Art, Music, Physical Education, Industrial Arts, Reading, Home Economics, shall for

Warbriy Department of Education. Teachers in the General Services Areas, e.g., Basic Skills.

years of uninterrupted service within a service department within the jurisdiction of the

Section 1(e) - Service department seniority which is hereby defined as the total number of

such service has been rendered.

Department of Education within regard to the particular high schools in Warren in which

ARTICLE 7
A teacher who is notified by the Board no later than April 1. Once a vacant position is posted and filed, a teacher who
is notified immediately after selection. All teachers contending for the positions are encouraged to
be notified prior to the end of the school year. The WTA Building Representative will
indicate the date of the position. All vacancies to be filled by transfer of which the Board is
notified in each school and/or department by the WTA Building Representative so as to
be filled in each school and/or department. Such position notices shall
be initiated in each school and/or department by the WTA Building Representative so as to
be initiated in each school and/or department. The qualifications necessary for applying for the position as
school days, excluding vacations. The qualifications necessary for applying for the position as
unless such positions are eliminated. Such position shall remain posted for at least ten (10)
school days immediately following the existence of a vacancy or the existence of a new position,
school days immediately following the existence of a vacancy or the existence of a new position,
exist in every school and/or department. Such position notices shall be adequately published by
the Board’s Building Representative. The qualifications necessary for non-supervisory positions, including
positions for non-administrative and non-supervisory positions, including

Section 7 A. Non-Administrative and Non-Supervisory Positions

VACANCIES AND NEW POSITIONS

ARTICLE 8

Wide high school departmental seniority,

when high school departmental seniority,

Example: Middle School position 40% High School position 60% City

The position the teacher is in during the greater percentage of time during the day shall
be determined by the following principles:

Position Seniority (between Elementary and/or Middle and/or High

Section 4, Seniority which is to be used in any particular situation of a split position shall be

if necessary, Level 4.

If necessary, Level 3 of Section 4.

be resolved through the Caresonance Procedure. Article 23, determining at Level 3 of Section 2, and

matter, the WTA will discuss the matter with the Board. If the matter is still not resolved, it will

ARTICLE 7
said vacant position for a July or August examination (shall, if the
vacancy does occur during the said months of May or June and there is no eligibility list for the
vacancy during the months of May or June without the prior knowledge of the Board) If a
vacancy during the months of May or June, the necessity of filling a vacant administrative position, (which became
Section 6. Ordinarily no examination shall be scheduled during the months of July or

Appointment shall be made on the basis of experience gained as a temporary appointee,
not last longer than thirty (30) days unless no qualified applicants are available. Any permanent
position held during the appointment period shall be terminated immediately

Section 5. During the position and appointment period referred to above, the Board may

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

Section 4. Within fourteen (14) calendar days following the removal of the position
elminated and shall remain posted for at least ten (10) school days. The position shall be filled
following the existence of the vacancy or the existence of a new position unless such position is

The position shall be advertised within ten (10) school days immediately

Board.

substantially equivalent, the preference shall be given to qualified teachers employed by the
such positions. If in the determination of the Superintendent, the qualifications of applicants are

Section 2. All qualified teachers shall be given adequate opportunity to make application for

in each school by the WTA Building Representative so as to indicate the date of position
remuneration to be paid, shall be included in the position. Such position notices shall be initialed
excluding vacations. The qualifications necessary for application for the position as well as the
advance as possible and ordinarily at least ten (10) days in advance of the appointment,

preliminary until positions shall be adequately published by position in every school as far in

ARTICLE 8
Assuming there are eligible on the list for the entire two (2) year period,
eligibility list shall continue in force for at least two (2) years from the date of its establishment
explanation of the immediately preceding eligibility list. The said immediately preceding
eligibility list shall be certified until the

No candidate or group of candidates from a "new" eligibility list shall be certified until the

person shall be certified to the Board by the Personnel Director.

If there are only two (2) names of candidates on the said original eligibility list then the

provisions of this section shall prevail in accordance with the alphabetical order and the

names (including the names of any eligibles) from the first said alphabetical list who have
decided the appointment and another vacancy should occur for that position during the life of

an alphabetical list is exhausted because there were originally more than three (3) candidates on the said eligibility list and the said alphabetical list shall be selected and appointed to the vacant position. In the event that

there were originally more than three (3) eligibles accepted, waived, or

eligible lists are exhausted because all of the first three (3) eligibles accepted, waived, or

there were originally more than three (3) candidates on the said eligibility list and the said

eligibility list has been exhausted. At the end of the eligibility list the remaining names on the

eligibility list during the life of the said eligibility list are the remaining two (2) names shall be
certified to the Board by the Personnel Director and the Board may select and appoint one (1) or
vacancy occurs during the life of the said eligibility list the remaining two (2) names shall be
certified to the Board in the said alphabetical list to the said vacancy administrative position. In the event another

and the board may select and appoint any one (1) of the three (3) persons whose names appear
the Board the names of the three (3) highest ranking candidates on said list in alphabetical order

supervisory positions referred to in Section 1 hereof, then the Personnel Director shall certify to
vacant administrative position (that is, the currently existing or newly created administrative or

Section 8.

In the event that there are three (3) or more candidates on an eligibility list for a
are placed safely on the bus or buses. School. These rides must not leave the school at the end of the school day, until all the pupils' noon and pupil monitoring duties shall be assigned by the said Chief Administrative Officer of each such city. The minimum time prior to the time that the pupils are required to be in attendance at school. The Board of Education of the city, the Chief Administrative Officer of each school and the Superintendent, subject to the recommendation of the Superintendent of the city, the Chief Administrative Officer of each school and the Superintendent, subject to the recommendation of the Superintendent shall be based upon number of rides for each K-5 school, Middle School and High School shall be based upon a semester of at least two thousand dollars ($1,200.00) shall be paid for this duty. The

Section 5 (a). Bus Pupil Monitoring Aides - For the duration of this Agreement, the Board and maintaining report cards.

Section 4. The use of data processing shall continue to be maintained for such operations as the building.

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

Section 2. Teachers shall continue to be relieved of such health service duties which they do not perform at the date of this Agreement. Teachers shall not be required to dispense medication unless the school nurse's aide, principal or vice-principal are not present in record keeping, grades, parent conferences and assisting students.

Section 1. (c) All unassigned periods, in addition to the above mentioned duties, are to be

ARTICLE 9
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.

Section 5. (a) Teachers shall make two (2) comments per student per subject per report card.

Section 5. (c) 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. Teachers shall make two (2) comments per student per subject per report card.

Section 5. (d) Due to the increased incidence of communicable diseases, e.g., AIDS, TB, school nurses are required.

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

The system by the Board's discipline policy.

The teachers and administrators will maintain that degree of pupil conduct generally required in the building or school yard or subject activity required disciplinary-supervisory functions, so and supervisory functions required of them, during the work day, respectively, of the location in deemed not to require teachers as part of their regular assignments, to perform such disciplinary

Section 5. (d) The abovementioned duties, prescribed in this Article 9, shall in no way be

shall be put out to bid by the City by the last day of school in June.
Section 1. 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 II

PREPARATION PERIODS (K-5 SCHOOLS)

Room conducive to the nature of their work.

Personal and professional possessions. These items shall be reasonably accessible in an area of access to a cabinet with lock and key in each school to which they are assigned for the teacher's use.

Section 3. General and special service teachers shall be assigned a personal desk, chair, and

Section 2. Every effort shall be made by the administration of each building to provide an

different common extension than the main office will be provided for professional use only.

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

(2) One telephone in each K-5 faculty lounge or similar facility per building with a
professional staff who has between zero (0) and five (5) years of service as of June 30, 2002, said

Section 2. Sick Leave Payroll. Upon the retirement of the death of an employee of the
accumulated leave days (i.e., sick, personal, etc.).
shall continue to receive an individual statement containing the number of his unused,

Section 1 (a). No later than October 1 of each year, every teacher employed by the Board
throughout the substitute hours.
each day after regular business hours in order to alleviate the problem of being able to get

Section 1. A call in system shall be established by which teachers will be coddled

ARTICLES

ARTICLE 13

Substitutes aides maintained in the pool for the subsequent year.

Substitute aides maintained in the pool for the subsequent year.

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

for the 1999-2000 school year. Effect for the 1999-2000 school year, the
number (will) represent the number of substitute aides provided for the substitute aide pool in
per cent of the total school year (and multiplied by the total to the nearest whole
percent of the total school year) during the 1999-200 school year (as a
calculating the average number of days aides were absent during the 1999-99 school year (as a
assisted aides are absent. The number of substitutes in the pool shall be determined by

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

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

ARTICLE 12
An employee certified as eligible for 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 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 leave.

**Section 3**

Per year, accumulative up to 184 days.

(a) Above: Employees hired on or after July 1, 2002, shall be entitled to six (6) sick days per year. The sick leaves are not limited to the number of sick days accumulated except for those employees hired prior to July 1, 1982. The benefits shall accrue and may be used by the employee within thirty (30) days of notification of death. If the eligible teacher dies prior to the distribution of any portion of these monies, his/her

until at least July 1, 2004,

There shall be no further allotments of Article 13, Section 2 regarding payroll for sick leave.

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

she shall receive any payment for accumulated sick leave to which he or she is entitled.

intends to retire. If the teacher fails to provide notice of intent to retire prior to March 1, he or she

notice of his or her intention to retire on or before March 1 of the year in which the teacher

any teacher entitled to receive a payment for accumulated sick leave shall receive such

$10,000 (inoil) installment payments, whichever the employee chooses.

leave in the equal payroll spread over three years or in annual lump sum.

then, the employee will receive his or her payment for accumulated sick

payment for accumulated sick leave beginning in the twenty-fifth (25th) month following his or

between the effective date of this agreement and June 30, 2004, shall be eligible to receive

Notwithstanding any provision of this agreement to the contrary, any employee resignation.

ARTICLE 13
Sabbatical Leave is requested. Such application must include a statement of the nature of the
Superintendent, no later than March 31 of the year preceding the school year for which the
Section 2. The Teachers' Written Application for sabbatical leave is received by the
leave at any one time.

Section 1. No more than one percent (1%) of the teaching staff shall be absent on sabbatical
carried out in an academic institution, when the following conditions are met:
of the Board, a sabbatical leave shall be granted for approved scholarly programs, whether or not
upon recommendation by the Superintendent, and approval to plan and take sabbatical leaves. Upon recommendation by the Board of Education which recognizes and permits teachers
achievement, the Board of Education shall foster a policy which encourages and permits teachers
to reward professional performance and encourage independent research and

B. Sabbatical Leave

may be required to be initially examined by a physician of the opposite sex.
The area the teacher may select a physician on the list with a more general practice. No teacher
who is within the specialty area, if such specialties are, in fact, within the area. If only one (1) specialist is within
physicians established by the Board, which shall include three (3) or more area physicans in each
examination at the Board's expense, by a physician selected by the teacher from a list of
reasonable cause to believe there has been an abuse of this provision the Board may require an
part time, the teacher shall return to his/her duties on a full time basis. On days when the teacher works, full or
Procedure. The teacher shall arrange the necessary flexible schedule with the Superintendent until the
limited basis shall be final and not subject to the provision of this Agreement. Grievance
return option in writing, of the Superintendent, whose decision on the return to work on this
attending physician, he/she may request to a limited schedule. The teacher shall request this
return to his or her position but not on a full time basis, as certified in writing by the teacher's
Section 7. When a teacher has been absent due to a prolonged and serious illness and is able

ARTICLE 13
of the General Studies of Connecticut.

Pursuant to the National Manpower Training Act of 1947, as amended, and 1969 Public Act 788 Forces of the United States shall be entitled to all the rights and privileges afforded to them. Article 13

C. Military Leave

teacher.

on Sabbatical Leave shall be in self-addressed, postage prepaid, envelopes provided by the method of payment prescribed by Article 4 hereof. The mailing of the paychecks to the teacher will

be

Section 2

Payments to teachers on sabbatical Leave shall be made in accordance with the following formula:

$368

Number of school days completed

whilst on Sabbatical Leave

from the City of Waterbury

amount of money received

Multiplied by: The

Upon return

shall be liable for damages in accordance with the following formula:

The Waterbury school system, however, does not complete two (2) full school years, then he/she

shall be liable for the proportionate reduced damages hereinafter prescribed. Upon the teacher’s return to

teacher’s permanent total disability or his/her death, then he/she or his/her estate shall not be

be

Section 5

Laws of this Agreement, as

therefore, has or has not been on such Sabbatical Leave, the same salary as per the terms of this Agreement, as

provisions of Section 5 hereof (as Highighted) damages for his/her failure to abide by the

city of Waterbury in the amount of all the money received from the City of Waterbury (per
even such teacher does not return to the Waterbury school system, such teacher shall also be liable to

sabbatical Leave, the teacher shall have the W.T.A. review the said written agreement. In the

ARTICLE 13
The phrase may withhold the pay of such teacher for such day(s).

Claimed as "personal" is considered to be an extension of said vacation period of Long Weekend(s) if in the opinion of the Superintendent said day(s).

Information shall be kept confidential. If in the opinion of the Superintendent can rely.

Upon the teacher to verify and in keeping with the philosophy of this section. If information is not held.

"Long weekend ends" was voided and in keeping with the philosophy of this section. If information is not held.

Application for such personal day(s) (here is prior to subsequent to such vacation periods or

held with the teacher and a WTA representative (if the teacher so desires) to determine if the

recommendations by the Superintendent or the Superintendent's desires such request for

consideration of 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 the date of the "emergency" day(s) of personal leave.

If the reason in writing: either if the application is made prior to the said date for personal leave or

extension, the Superintendent has the right to request the teacher to vacate the period said "Long weekend ends". The Superintendent will honor same - if necessary.

Teacher applies for "no reason" personal day(s) which immediately precede or immediately

extension. "Long weekend(s) (Thanksgiving or Memorial Day weekends). However, if a

of extending "Long weekend(s) (Thanksgiving or Memorial Day weekends). However, if a

extension of vacation period of "Long weekend ends" the Superintendent will honor same - if necessary.

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

Section 2

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. Should staff

advance, except in cases of emergencies. In the emergency situation, the teacher, when notifying

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

Article 13
of the time required for the Board for an extension of not more than one (1) additional year.

An employee who has been granted a leave of absence without pay for a period up to 30.00 per day no matter what sum is actually paid.

This Section, substitutes pay shall be considered, for deduction purposes, to be thirty dollars. provided such absence do not exceed five (5) days in any school year. For the purpose of child, the teacher shall receive the difference between the substitutes pay and his/her own.

For an absence due to the illness of either of mother, brother or sister, husband, wife or voluntary absence.

I. Voluntary Absence

Granting with the loss of substitutes pay only if a substitute is provided.

Orthodox religious with no loss of substitute's pay. Leave in excess of three (3) days shall be for the purpose of commemorating and observing high holy days (e.g. Jewish, Moslem, Greek). A total of no more than three (3) days leave with pay shall be granted in any one school year.

H. Religious Leave

Board), appeal may appeal the denial to the Board or a Committee of the Board as determined by the opinion. If the Superintendent refuses an employee's professional leave request, the employee, at his own expense, may appeal the Superintendent.

If the Superintendent refuses an employee's professional leave request, the employee, at his own expense, may appeal the Superintendent.

A regular full-time teacher shall be given educational leave with full pay for the purpose of

C. Professional Leave

ARTICLE 13
article 13
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

Section 5 (q) Whenever a teacher is absent from school as a result of personal injury caused by an assault, arising out of, and in the course of his/her employment, compensable under the

Section 4 (q) If civil proceedings are instituted against a teacher, alleging that the teacher and

Section 4 (a) If criminal proceedings are brought against a teacher, alleging that the teacher and

The Board of Education shall comply with any reasonable request from the

Section 3. The Board of Education shall comply with any reasonable request from the
Section 1 (b) - Class size number in Bilingual classes shall be the same as the class size.

Section 1 (a) - Kindergarten

The maximum class size for a kindergarten class shall be twenty (20) students.

Where feasible, the following rules concerning class size shall be effective for the duration of this contract:

CLASS SIZE

ARTICLE 17

During and the Allemane School,

Any High School, Middle School/Leaer school district, including but not limited to Wilson,

Superintendent and the Board, shall provide services at schools and learning centers not a part of

Middle School/Leaer school district(s), Said Social Worker at the direction of the

SCHOOL SOCIAL WORKERS

ARTICLE 16

There shall be at least one (1) certified School Social Worker per High School,

be paid.

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

LONGEITY

ARTICLE 15
Section 4 (a) 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 sections 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 10-1-69.

Section 4 (d) Class size for the following General Service Area Teachers: Art, Music.

Sections 2 and 3.

Each day, each of which classes shall conform to the class size established by the superintendent, there shall be at least one teacher in each of the above subject areas, except the classes in Industrial Arts, Speech, and the General Education classes that meet the following criteria:

1. The class size must not exceed twenty-five (25) students.
2. The class size must be determined by the superintendent.
3. The class size must be maintained in accordance with guidelines established by the State Department of Education and/or the number of sections available.
4. The class size must conform to the ratio in existence as of 10-1-69.

Section 3 (a) mobility is defined as meaning the plus number of transfers after the opening of school. Reaching the opening day of school, present the number of students for the mobility of the students. In any case, independent of the mobility factors, the total student body size must not exceed the twenty-five (25) students that meet the criteria established by the superintendent. The plus three (3) is to allow for the mobility of the students in any case, independent of the mobility factors. The total student body size must not exceed twenty-five (25) students. The total student body size must not exceed twenty-five (25) students.

Section 17
in study halls that are not self-contained, during recess duty, etc.

any one time in a self-contained study hall and for no more than sixty (60) pupils at any one time.

Section 2. No High School teacher shall be responsible for more than forty (40) pupils at

School and Resource Room Programs in the High Schools shall have one (1) aide per school.

Section 8 (c). Resource Room Programs in the Middle Schools shall have two (2) aides per school, distributed as equally as possible.

Teacher aide time in the remaining classes within the category and sub-category shall be then the students' special needs. Such assignment of aide time shall be determined by the supervisor.

may request of his/her supervisor that teacher aide time be redistributed in order to provide for

an extraordinary amount of aide time in order to deal with the student, the teacher's

where teacher aide time. In instances where the needs of the students or students are so severe as

Section 8 (b). Self-contained Special Education Class shall, to the extent possible, equally

class.

school day shall be counted on a one-for-one basis for the above size maximum of that regular

school day shall be counted on a one-for-one basis for the above size maximum of that regular.

The second, third, fourth, etc., student enrollment the regular class for any part of the

The first student enrolled the regular class for any part of the school day shall not be

Following manner:

the maximum class size number for that regular class, in the

be counted in determining the maximum class size. A subject (e.g. Reading, Language Arts, Music, etc.), he/she

Section 8 (b). In the event a special education and/or bilingual student enrolled in a self-

excess of forty-seven (47) students.

seven (77) students. No Speech/Language Pathologists shall be assigned a total case load in

Section 8. No K-5 Resource Teacher shall be assigned a total case load in excess of twenty-

ARTICLE 17
Section 6 (a). The class size in classes specifically designated by the Board as Fundamentals or Remedial in Journalism, and classes specifically designated by the Board as Fundamentals of Remedials in Creative Writing.

Section 6 (b). The class size in classes in the areas of English, Mathematics, Social Studies, or Science shall be limited to twenty-five (25) students per class.

Section 6 (e). 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 (20) students per class.

Section 6 (f). No High School teacher of English shall be assigned to a class of more than one hundred thirty-two (132) pupils.

Responsibility Regardless of the size of his/her classes, for more than one hundred thirty-two (132) students, regardless of the size of his/her classes, for more than one hundred thirty-two (132) students, the said teacher shall at any given time be assigned the class assigned to him by the said teacher.

No High School teacher shall at any given time be assigned the class assigned to him by the said teacher. Such exceptions shall be agreed to in writing by all of the said parties.

Section 5. Exceptions to the Section 4 principle may be made with the approval of the Board, the Superintendent, the WTA, and the teacher(s) involved.

School Year Duration

Preparation during the Year. It is agreed that a one (1) semester course consists of one-half (½) year. A semester course in the same subject area shall be the equivalent of one (1) semester course in the same subject area. For the purpose of this section, two (2) semester courses shall be considered as one (1) year. Preparing teachers shall not be required to undertake more than one (1) preparation period, but not limited to class preparation, including, but not limited to, class preparation.

Section 3. In addition to the aforementioned duty, each High School teacher shall have one (1) preparation period, each day. During this preparation period, no duty to the teacher shall be assigned.
school day period.

not be required to teach more than fifty periods one hundred (100) periods one hundred (100) modes in each ten (10) periods or in the evening a mode schedule is utilized of three (3) groups of four (4) modes, they shall

three (3) double periods in a day which shall be equal in time to six (6) normal High School

exploratory areas such as, but not limited to, home economics, music, art, are scheduled to teach

Section 9. Middle Schools - General - Exploratory In the evening teachers in the
twenty-five (25) pupils.

schedule is utilized, not more than ten (10) modes and a daily total of not more than one hundred

periods which shall be equal in time to a normal High School period, or in the evening a mode

languages shall be considered as academic teachers with assignments of not more than five (5)

foreign languages may be considered a part of the exploratory program, teachers of foreign

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

applicable, shall share equally with academic teachers, the non-teaching duties in their schools.

School teachers who teach up to a five (5) teaching period day or up to ten (10) modes, as

needed to discuss with the Board operation of this scheduling change. Needed also are Middle

operation of the five (5) teaching period day and to help resolve difficulties that may arise and as

the Board of its designated representatives, assist in the scheduling of students to oversee the

The WTA will appoint two (2) representatives at each Middle School who will, together with

period day.

no additional United Arts Middle School teachers are hired to maintain the five (5) teaching

Middle School teachers unless individual schools enrollments rise ten percent (10%) or more and

size and student teacher ratio provisions as set forth in this Agreement for the United Arts

required in order to maintain this five (5) teaching period day. The WTA will waive the class

school rises ten percent (10%) or more. Over October 1, 1986 levels, additional teachers may be

If however, commencing September 1, 1986, the number of students enrolled in an individual

ARTICLE 18
Along with the prior position for as long as he/she holds both positions, was available when the position was posted, the selected teacher may retain the second position to perform another extra-curricular compensatory position because no other qualified teacher if a teacher who was already assigned to an extra-curricular compensatory position is selected.

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.

Section 2(e). The hire applicant of any Adult Education, Community School, Extended Academic Year Program shall be notified of his or her assignment in writing, as far in advance of the program's commencement as possible.

Section 2(a). Any teacher who quits an extra-curricular compensatory activity or be provided for the time actually served.

Section 2(b) Should any activity's coach or advisor resign or be employed as such, the Superintendent may consider recommending a teacher who teaches in the building where the activity is held, or an extra-curricular compensatory activity position is vacant.

The Superintendent may consider recommending a teacher who teaches in the building where the activity is held, or an extra-curricular compensatory activity position is vacant. The Superintendent may consider recommending a teacher who teaches in the building where the activity is held, or an extra-curricular compensatory activity position is vacant.
$300,000: Assistant Coach, two hundred dollars ($200.00). Assistant Coaches, until completing Spring Football Practice: Head Coach, three hundred dollars. The following compensation shall be withheld for the High School Football.

### Section 5 (c)  Compensation for such coaches:

<table>
<thead>
<tr>
<th>Position</th>
<th>Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Director of Sports</td>
<td>$162,793.98</td>
</tr>
<tr>
<td>Business Managers (In High School)</td>
<td>0.75</td>
</tr>
<tr>
<td>Alternative School (Per Team Sport)</td>
<td>3.97</td>
</tr>
<tr>
<td>Middle School (Per Team Sport)</td>
<td>4.70</td>
</tr>
<tr>
<td>Soccer (Is position is adopted by Board)</td>
<td>3.82</td>
</tr>
<tr>
<td>Cheerleader Advisor (Middle School)</td>
<td>2.20</td>
</tr>
<tr>
<td>Cheerleader Advisor (High School)</td>
<td>2.40</td>
</tr>
<tr>
<td>Golf</td>
<td>0.60</td>
</tr>
<tr>
<td>Tennis (Per Team)</td>
<td>0.40</td>
</tr>
<tr>
<td>Assistant Volleyball (If position is adopted by Bd.)</td>
<td>0.45</td>
</tr>
<tr>
<td>Volleyball</td>
<td>0.56</td>
</tr>
<tr>
<td>Cross Country</td>
<td>0.47</td>
</tr>
<tr>
<td>Assistant Track</td>
<td>0.20</td>
</tr>
<tr>
<td>Track</td>
<td>0.10</td>
</tr>
</tbody>
</table>

### Ratios

<table>
<thead>
<tr>
<th>Position</th>
<th>Ratio</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basketball</td>
<td>0.999609</td>
</tr>
</tbody>
</table>

**ARTICLE 19**
Forwarthing it to the Board for approval.

members of the WTA and the Rules and Regulations Committee of the Board prior to September to the immediately succeeding June 30, and shall discuss said calendar with selected least one hundred eighty four (184) days exclusive of storm or emergency days from the first of

Section 1. School Calendar - The Superintendent shall complete the school calendar of all

MISCELLANEOUS

ARTICLE 20

Section 1. High School Department Head, A High School Department Head, for the academic year preceding the evaluation, a schedule comparable to the evaluation shall have.

Section 2. Any teacher who is appointed as chairperson of a High School Evaluation preparation period scheduled for the last period (7th) of the day.

Section 8. The Controller of the Activities Fund in the High School shall have his/her

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

(1) Those teachers who held these positions as of June, 1982, The following priority system for eligibility for these positions shall apply:

(2) Other club advisors may apply in writing to the Board for reappointment. Such

Section 7(d). Play Director Middle School $1,110

$70 Honor Society Advisor

$270 Choir Director Middle School

$340 Choir Director High School

1999-2004

ARTICLE 19
Law by a Court of competent jurisdiction of any provision of this Agreement is, or shall be determined to be, contrary to the regulations of the Connecticut State Board of Education. If any provision of this Agreement is, or shall be determined to be, contrary to the regulations of the Connecticut State Board of Education.

Section 7. If any provision of this Agreement is, or shall be determined to be, contrary to the regulations of the Connecticut State Board of Education, such provision shall be void to the extent of such contravention, and all other provisions of this Agreement shall remain in full force and effect.

Section 6(e). Each employee who receives the mileage allowance prescribed by Section 6(e) 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(q). 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(j). Employees who occupy non-administrative positions (e.g., Reading Teachers, Physical Education Teachers, etc.) 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 automobiles at the rate of the IRS allowance per mile for each mile such automobiles are used for such purposes, providing each employee reimburses such automobile expenses as is required by the IRS.
The

This section must be submitted to the Superintendent no later than April 15th of a given year.

Notification by a Guidance Counselor of his/her availability for the assignment established by the

and/or when he/she accepts his/her said "turn" he/she shall go to the position of the last

remaining basis from year to year. Should a Guidance Counselor be unable to accept his/her "turn"

remaining basis (within their High School Guidance Department) and shall be scheduled on a

basis of seniority (within their High School Guidance Department) and shall be scheduled on a

four (4) hour. Assignment of the Guidance Counselor in each High School shall be made on the

High School for the provisions of this section shall be in accordance with the High School for

provisions of Article 4 hereof. During each day in August the Guidance Counselor assigned to

provision (being earned as of June of the preceding year) for the teachers' academic day activity, as per the

month of August shall be eligible for a (60%) of the annual gross

Department as of April 15th, of a given year. Payment for this assignment during the

principal of their High School and those days shall be posted in the respective Guidance

assignment in a given High School shall be determined by the Superintendent and the

assignment for this High School for a two (2) week period of not more than ten (10) consecutive

assigned to his High School for two (2) week period of not more than ten (10) consecutive

\section{Section 13. For each High School Guidance Department, a Guidance Counselor shall be

Certification.

Then if practicable the appointment shall be made on the basis of seniority and then

made from the current Civil Service list. In the event that there is no available Civil Service list,

made. If practicable and if no other administrator is available, the above appointment shall be

school effective the sixth day and until the administrator resigns or a permanent appointment is

school days, the Superintendent shall make an effort to appoint an acting administrator for the

\section{Section 12. In the event that an administrator is absent for at least five (5) consecutive

reports and all other mail from the "Boxes" at the central office.

distribution, picking and delivery of all inter-school materials (including paychecks and payroll

\section{Section 11. The Board shall provide in the School Department a daily service for the

\section{Article 20}
Certification shall prevail over Provisional Certification.

C. If two (2) affected employees have the same City-Wide seniority, then standard seniority shall be terminated.

B. Where two (2) employees are certified, then the employee with the lesser City-Wide Provisional certification at this level, for the purpose of this sub-paragraph A, there shall be no distinction between standard and temporary permit.

A. Standard and/or Provisional Certification shall prevail over a temporary permit:

City-Wide seniority in accordance with the following guidelines:

Section 171. In the event of forces of the elimination of any bargaining unit position the

allocated funds.

requisition by the Superintendent for the said educational material and classroom supplies must

Educational Budget: Any provision in the City Charter to the contrary notwithstanding, all

department. In any event, any funds allocated as stated above must remain with the Department of

Superintendent shall order an appropriate substitute item for the eliminated or substitute, school or

a substitution. In the event that said material ordered is no longer available, the

Administration may have an opportunity to decide whether to award the "back-order" or to request

material is "back-ordered". The Superintendent shall so notify the Administrator so that the

dollar amounts which do not exceed the budgeted amount for the appropriate budget year for that

Section 176. All educational material and classroom supplies ordered with allocated funds (e.g.,

Article 20
2. Resigns:

Waives recall rights in writing:

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

1. To pay for said Group Rate.

Amount hereabove would have been required to contribute, plus the amount the City would have had

insurer to remain an active participant in fringe benefit programs by contributing the full

H. While on lay-off, the teacher will have the option, when permitted by statute or the

held at the time of the lay-off, if possible, of 10 a position within his/her certification.

C. Upon his/her return to active employment, the teacher shall be assigned to the position

status.

Upon his/her return to active employment, the teacher shall be placed on the proper step

H. No laid-off employee shall accrue any benefits during the period for which he/she was

within the specified period of time as defined in C above.

B. All benefits, except for those which the State excludes, to which a teacher was entitled at

C. Recall rights shall remain in effect for thirty-six (36) months from the date of lay-off.

The same, the Board shall determine who is to be recalled.

If all three (3) items are exactly

the date on which the individual teacher's contract was signed. If all three (3) items are exactly

ARTICLE 20
one half of the funds shall be available by December 1 of the school year. The remaining purchase funds supplies shall be available by September 1 of each school year. The remaining

Section 24. One half ($4) of the monies needed for the Home Economics Foods classes to

replaced as soon as possible.

and in working order at all times. Equipment unworkable or unserviceable or stolen shall be

Section 22. If any equipment used by the Board is not in good condition, it shall be replaced by the

Board and by the Association.

some other activity in keeping with above mentioned goal, the activity shall be acceptable to the

Section 22 (c). In the even that the Board chooses to replace „Parent-Teacher Night“ with

Superintendent to be absent

„Parent-Teacher Night“ activity except in those instances where such teacher has written permission from the

teachers to continue to participate in this activity. All teachers shall attend such „Parent-Teacher

Section 22 (d). The WTA shall foster the „Parent-Teacher Night“ activity and encourage
dates shall be a four (4) hour duration. A „Parent-Teacher Night“ shall be in the early evening.

regular school calendar, the regular school day on these scheduled „Parent-Teacher Nights“

thirty (30) days of the proposed date of same and the alternative shall be post same in the

Section 22 (e). If „Parent-Teacher Nights“ are scheduled they shall not be scheduled within

same evening as one for the High Schools.

year. A „Parent-Teacher Night“ for K-3 and/or Middle Schools shall not be scheduled on the

Section 22 (b). The Board may schedule two (2) „Parent-Teacher Nights“ during the school

certain activity should be scheduled to encourage these aims.

communication between the schools and the parents, the Board and the Association agree that a

Section 22 (a). Realizing the need for community relations and the posting of

ARTICLE 20
Court in connection with any litigation in which the WTA is a party shall not be charged against professional assignment in order to attend the hearing of a decreed assignment or to be present in

The parties agree that days in which Executive Committee members are absent from their

Executive Committee members of the WTA to attend to Association business shall be continued.

Section 7. The present practice of allowing a reasonable amount of time off with pay to

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 shall be credited as

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 entitled at the time he/she was

President, and all sick leave which he/she shall earn during such absence from the School

Department. All time spent on every such leave shall be computed as earned by the employee of the

Waterbury School System for all purposes, provided, however, that no additional sick leave shall

Department. All time spent on every such leave shall be computed as earned by the employee of the

Article 21

WTA with full request an unpaid leave of absence shall be granted for every school year

upon the WTA with full request an unpaid leave of absence shall be granted for every school year

2 years in duration for the purpose of desiring the duties of such office; and,

President of the Connecticut Education Association, shall, upon his/her written request to the
Therefore, in the event it becomes apparent to the employee that the aforementioned discussion with the employee must be submitted to the employee's immediate administrative superior, the time limit of thirty (30) school days as set forth in Stage 2, Level 1, below, within which a written complaint may be made shall have no effect on the running of the time limit established for Stage 1 (Informal) - The employee and a WT A Representative (if the employee so desires) shall discuss the grievance informally with the school official serving as the employee's immediate administrative superior.

Stage 1 (Informal) - The employee and a WT A Representative (if the employee so desires) shall discuss the grievance informally with the school official serving as the employee's immediate administrative superior.

Article 23

Grievance Procedure

Section 1. Definitions

A. A grievance is hereby defined as:

(1) A claim by either an employer or a group of employers, the WT A, or the Board that there has been an alleged violation, misuse, misapplication, or misappropriation of a specific provision of this Agreement or of provisions of this Agreement, or of this Agreement and any other agreement affecting the employee's health and safety.

(2) An employee complaint of a complaint by the WT A concerning the evaluation of an employee complaint or a complaint by the WT A concerning the evaluation of an employee's health and safety.

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

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 stage of the Grievance Procedure.

If a Grievance arising from such decision, whenever shall be submitted to the AA 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 the Voluntary Rules of the Association.

In the event the Grievance is not resolved as a result of the procedures of Level 3, the Board, in writing with copies to the employee, shall return a decision to said appeal and shall, within five (5) school days following hearing, render a decision following the receipt of the Superintendent's decision.

In the event the Grievance is not resolved as a result of the procedures of Level 4, the Board, in writing, shall be filed with the Association.

Article 23
Section 10 (a) Meetings

Meetings held under this procedure shall generally be conducted

Section 9

The Arbitrator shall bear and decide only one (1) grievance in each case. He/She shall be appropriate for the WTA to identify the group; in a grievance where a class of
Section 18. The following is a sample of the approved grievance form:

Submittal.

Provisions of the proceeding shall be mailed in no way until any employee has a copy of the proposed or final determination of the manner in which the date of the said distribution or proposed procedure is kept. Any employee shall have the right to a copy of the said determination of the manner in which the said determination or proposed procedure is kept.

Section 17. As to any alleged employee grievance which the employee has arisen.

Grievance Procedure.

A grievance and made available through the association as to facilitate operation of the other necessary documents shall be prepared by the Superintendent with the approval of the further revision shall be mutually agreed upon. Forms for filing and processing grievances and

Section 16. Grievance Forms, revised as of May 1, 1982, shall be continued in use. Any

ARTICLE 23
A. I wish to proceed to next level. 

Signature of Board: [Signature] 

Date: [Date]

B. I accept the decision. 

Signature of Superintendent: [Signature] 

Date: [Date]

C. I wish to proceed to next level. 

Signature of Principal or Immediate Supervisor: [Signature] 

Date: [Date]

Decision and Reasons:

Supervisor: one (1) copy to Chairperson of P.R.G.R. and one (1) copy to Superintendent.

Original and one (1) copy to Chairperson(s), one (1) copy retained by Principal or Immediate Supervisor.

Within five (5) days of receipt of written notification not resolved at the informal meeting, To be completed and returned by the Principal or Immediate Supervisor to the Chairperson(s).
Managed dual tier with a $5/$10/$0 co-pay, with an unlimited maximum.

...followed. The plan is more fully described in Exhibit "X,"... not followed. The Plan is more fully described in Exhibit "X,"... not followed. The Plan is more fully described in Exhibit "X,"... not followed. The Plan is more fully described in Exhibit "X,"...
generic substitution. Mail order co-payments for a 90 day supply of maintenance medications

$110 for listed brand name drugs and $15 for non-listed brand name drugs, and required

without prescription Drugs Plan with co-payments of $5 for generic

Teachers who enroll in CP 3, Blue Care POS or Blue Care PPO shall enroll in the

selected (12 wage, employee + 1, family).

plan shall pay five percent (5%) of the premium or premium equivalent for the level of coverage

Effective on the implementation of the PPO plan, each employee who is enrolled in such

visits. Prior authorization is required for certain services. The lifetime maximum is unlimited.

preventive care, a $50 co-pay for primary care office visits and a $10 co-pay for specialists office

services are not permitted. Under the Blue Care PPO plan, there is no office visit co-pay for

services limited to network providers; out-of-network

Blue Care PPO Plan,

level of coverage selected (employee, employee + 1, family).

shall pay twelve and one half percent (12.5%) of the premium or premium equivalent for the

Effective on the implementation of the POS plan, each employee who is enrolled in such plan

$1,000,000.

$1,500/4,500 for individual and two person or family coverage

network cost share is $210/500 for individual and two person or family coverage.

maximum out-of-pocket expenses associated with out-of-

coinsurance of 20% on covered expenses of up to $6,250/$18,750 respectively for individual and

include $250/750 deductible for individual and two-person or family coverage, with subsequent

 ARTICLE 25
Section 3 Any complainant by a parent or 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.

in such material and respond to it in writing and shall have the right to seek removal of
in the teachers' file without just cause and notice to the teacher. The teacher shall have the right

to determine or otherwise to a teacher's collection, service, character or personnel shall be placed

Section 2 No allegations by a school official or fellow employee alleging material,


health these personal files with the highest degree of confidentiality.

Section 1 Teachers shall have the right to inspect their own personal files. Also, to

PERSONNEL RULES

ARTICLE 26

Improvement in the said benefits and coverages for members of this bargaining unit.

Teacher’s Retirement Act, covering a VTA request for a similar, greater or lesser

when the parties agree they shall meet and negotiate, pursuant to the provisions of the

this article and with 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 provided by

Section 3 Insurance Repealer. The parties agree that if, during the term of this

in accordance with the procedures established by the City.

purchase at the group rate additional life insurance up to the amount provided by the City in

rounded up to the nearest one thousand dollars ($1,000.00). The employee has the option of

ARTICLE 25
Membership meetings shall be scheduled on dates set for WTA Building Representatives Council meetings and/or any General Meetings.

The Principal's Advisory Council meeting shall be scheduled as mutually agreed upon time that does not interfere with instructional time or daily time of any of the participants and shall not be scheduled on dates set for WTA Building Representatives Council meetings and/or any General Meetings.

Problems to the Council which reflect the concerns and interests of the staff, children, and the school WTA Building Representatives have the responsibility of presenting to the staff, any other subjects which relate to the harmonious operation of the plan as it relates to the staff, operations as they regard the physical plant, problems of discipline, skill problems, supplies and equipment. The purpose of such meetings shall be to discuss school problems.

The principal of the school shall meet at least once a month during the school year with the members of the WTA Building Representatives of the school. The principal of the school shall be formed in each school. Such Council shall have at least six members, to be appointed by the WTA and a number of other staff members, chosen by the principal, equal to the duties of the principal.

A Principal's Advisory Council shall be formed in each school. Such Council shall have at least six members, to be appointed by the WTA and a number of other staff members chosen by the principal.

ARTICLE 28

ADVISORY COUNCILS

Non-representation by the Board of Administrators for the provisions of the Teachers' Negotiating Act shall be considered non-represented unless the parties mutually agree to an extension of time for such meeting. If no agreement is reached on such proposals(s), such proposal(s) shall be effective only after A grievance incorporated in such proposal(s) shall be considered effective after a 135 days after receipt of the proposal(s).
2001-02 and twenty-seven ($27,00) and hour for 2002-04.
2000, twenty-five dollars ($25.00) an hour for 2000-01, twenty-six dollars ($26.00) an hour for
his/her said professional activity at the rate of twenty-five dollars ($25.00) per hour for 1999-
year assignment) in a program of activity, then that teacher shall be compensated for each day of
regular academic year assignment and the commencement of the subsequent regular academic
the summer months, of any portion thereof (that is those months between the end of a given
Section 1. In the event an employee works (that is performs professional activities) during

Sponsorship

into negotiations with the WTA before approving the program for its participation and/or
Education was a participating in the preparation of the program, then said Board shall enter
Board of Education and the WTA. In any such grant or funded program, where the Board of
when such funded program shall be under the provisions of the existence of any program for
In the event the Waubay Board of Education authorizes any program for Grant submission,
In the event that the Waubay Board of Education approves any program for WTA sponsorship,

Summer Programs - Areas of Sub-Contracting

SUMMER SCHOOL PROGRAM - REMUNERATION AND SELECTION

ARTICLE 29

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

The Superintendent and/or his/her designated staff meet with the council at least once a month

ARTICLE 28
benefit prescribed by this Section shall be based upon the regular salary of the teacher participating.

earnings, and Article 13, Section 2, severance pay. The parties further agree that the pension

proceeding retirement for each completed year of service shall be based only on the said Article 4

per cent (1%) of average annual pay received during the three (3) years of service immediately

the WTA agree that the employees (who become a retiree) pension benefit of 61/100th of one

coordinating, Homebound, summer school programs and evening school programs. The Board and

shall be no contribution (and thus no deduction) based upon “after school” earnings such as

Article 4 earnings, plus the severance pay prescribed by Article 13, Section 2. However, these

contribution to the City of Watertown Retirement System shall be based upon the employees

Section 1. Effective March 1, 1973, the present one per centum (1%) “Teacher Participation”

ARTICLE 31

PENSIONS AND EARLY RETIREMENT INCENTIVE

Article 31

another school day may be scheduled in lieu of the day of dismissal. In all other schools an unhealthy condition shall exist at a low temperature of sixty degrees.

Section 4. When such extremes of temperature necessitate school dismissal, and such

(60°),

In all other schools an unhealthy condition shall exist at a low temperature of sixty degrees.

(80°).

temperate extremes shall be a low of sixty degrees (60°) and a high of eighty five degrees.

Extreme temperate extremes shall be a low of sixty degrees (60°) and a high of eighty five degrees

shall be moved, upon approval of the principal, to a more conducive room. Guidelines for the

when temperate extremes produce unhealthy and unsafe conditions, the teacher and/or class

Section 3. In Middle/High School complexes buildings that are controlled by air-conditioning,

ARTICLE 30

105
This Agreement, and this Agreement shall remain in force and effect through June 30, 2004.

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

ARTICLE 32
Section 7. A principal may, if he/she desires, schedule mandatory staff meetings. Such
committed here shall work the said basic school calendar.
20, Section 1, exclusive of storm or emergency days. Employees whose positions are not
employee shall work the basic "school calendar year" as described in Article
approximately two (2) weeks prior to said workshops.
The Superintendent may schedule an orientation day for newly-employed
"before" and "after" times will be the same at the high schools and middle schools.
Section 5. Employees shall be applicable. A teacher shall schedule parent conferences within the work day.
Section 7D shall be applicable. A teacher shall be responsible for enforcement of school rules and Article 9,
and the said five (5) minutes, or ten (10) minutes, subsequent to the official close of the school.
and the said five (5) minutes, or twenty (20) minutes, before the commencement of the teaching day.
The said ten (10) minutes, subject to "early departure" if it is granted by the Principal. During
in the high schools and the middle schools shall be required to remain in their respective
in the classrooms or otherwise engaged in the preparation of work for the teaching day or
in their classrooms or otherwise engaged in the preparation of work for the teaching day or
in the high schools shall be required to report to work twenty (20) minutes prior to the
preparation of work for the teaching day or their work area; teachers in the middle schools and
in the middle schools shall be required to report to work twenty (20) minutes prior to the
principal prior to the corresponding of the teaching day and during such
expected by the Superintendent.
APENDIX A

Unless altered by the Board in the exercise of its authority to modify the standing
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 it will proceed with the Edison Project if it will find a satisfactory 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.

Edison Project

The parties agree as follows:

The Walenbury Board of Education and the Walenbury Teachers Association hereby commit to the improvement of student performance and pursuit of excellence in education. To this end, Commitment to Improvement and Excellence

APPENDIX B
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<th>BA</th>
<th>MA</th>
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<th>6th +15</th>
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**Schedule D**
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**EXHIBIT X**
**Eligibility** Insured, spouse, and uninsured dependents to age 25.

*Non-compliance penalty $400 per event

***Dental $50 deductible. Class 1: 100%; Class 2: 50%; Class 3: 0%; OTH to $1,000

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 or in your HR with your employer. For a complete and current listing of benefits, maximums, exclusions, and limitations.

EXHIBIT X