
AGREEMENT

BETWEEN

THE ANSONIA BOARD OF EDUCATION

AND

THE ANSONIA FEDERATION OF TEACHERS

LOCAL 1012, A.F.T. - CT

AFL-CIO

For the Period

JULY 1, 2013 through JUNE 30, 2017

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AGREEMENT MADE AND ENTERED INTO as of the first day of July 1, 2010, by and between the BOARD OF EDUCATION OF THE CITY OF ANSONIA (hereinafter referred to as the "Board") and THE ANSONIA FEDERATION OF TEACHERS, LOCAL NO. 1012, A.F.T.-CT, AMERICAN FEDERATION OF TEACHERS AFL-CIO (hereinafter referred to as the "Union" or "Federation").

ARTICLE I
UNION RECOGNITION

The Board of Education of the City of Ansonia (hereinafter referred to as the "Board") recognizes the Ansonia Federation of Teachers, Local No. 1012, A.F.T.-CT American Federation of Teachers, AFL-CIO (hereinafter variously referred to as the "Union" or "Federation"), as the exclusive bargaining representative of all those certified professional employees of the Board who are employed in positions requiring a teaching or other certificate and who are not included in the administrators' unit or otherwise excluded from the purview of C.G.S. §§10-153a through 10-153g, inclusive.

ARTICLE II
FAIR PRACTICES

- A. The Board agrees to continue its policy of not discriminating against any teacher on the basis of race, creed, color, national origin, sex, marital status, sexual orientation, or membership or participation in, or association with the activities of, any employee or political organization.
- B. The Federation agrees to maintain its eligibility to represent classroom teachers and other teachers within the bargaining unit by continuing to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex, sexual orientation, or marital status and represent equally all members in the unit without regard to membership or participation in, or association with the activities of, any employee or political organization.

ARTICLE III
GRIEVANCE PROCEDURE

A. Definitions

- 1. A "grievance" shall mean a claim by a member of the teachers' bargaining unit that his/her wages and/or working conditions have been adversely affected by:
 - (a) A violation, misinterpretation, or misapplication of a specific provision of this Agreement, or
 - (b) A violation, misinterpretation, or unfair or inequitable treatment in the application of written Board policy or practice, or written administrative directive.
- 2. As used in this article, the term "grievant" shall mean either:
 - (a) An individual member of the bargaining unit,
 - (b) A group of bargaining unit members similarly affected; or
 - (c) the Federation.
- 3. "Days" shall mean school days during the school year, and shall mean week days (excluding holidays) during the summer recess period.

B. Procedures

1. The grievant and a Federation representative (if the grievant so desires) shall first discuss the problem with the school official serving as his/her immediate superior (building principal or other appropriate administrator). If the grievant does not wish to be represented by the Federation, he/she may be accompanied by another member of the bargaining unit of his/her own choice, provided that such other bargaining unit member is not an officer, agent or representative of any other teacher organization. If the matter is not satisfactorily adjusted within two (2) days from such meeting, the Grievant shall submit the signed written statement of his/her grievance within ten (10) days from the date of occurrence to his/her building principal or other appropriate administrator.
2. Such immediate superior may request a meeting with the grievant and a Federation representative (if the teacher so desires) prior to making his/her decision, but in any event shall render his/her decision in writing, with copies to the grievant and to the Federation within five (5) days of the submission to him/her by the grievant.
3. Failing satisfactory settlement, the grievant may, within ten (10) days from the meeting with his/her immediate superior, appeal in writing to the Superintendent or his/her designated representative, setting forth specifically the act or condition on which the grievance is based and the grounds upon which the appeal is based.
4. The Superintendent and/or his/her representative shall meet with the grievant and a Federation representative (if requested by the teacher) within ten (10) days of the receipt of such appeal, and shall render his/her decision in writing to the grievant and to the Federation within ten (10) days from such meeting.
5. Failing satisfactory settlement of the grievance at the Superintendent level, the grievant may appeal to the Board of Education by filing a written statement of such appeal, setting forth specifically the act or condition on which the grievance and appeal are based, within ten (10) days from the meeting with the Superintendent at the preceding level. The Board or a committee of Board members appointed by the Board President shall hold a hearing within ten (10) days of receipt of such appeal, and the Board (or the committee thereof) shall render a decision in writing to the grievant with a copy to the Federation within ten (10) days of such hearing.

C. Arbitration

1. In the event that a grievance is not settled at the Board level, the Federation may submit such dispute or difference to the American Arbitration Association for arbitration in accordance with its administrative procedures, practices and rules.
2. Notice of intention to submit to arbitration in accordance with the provisions of subsection 1 above, shall be in writing and submitted to the American Arbitration Association, with a copy to the Superintendent of Schools no later than ten (10) days following the decision of the Board of Education, or from the expiration of the time limit for making such decision, whichever occurs first.
3. The arbitrator shall hear and decide only one grievance at a time. He/she shall be bound by and must comply with all of the terms of this Agreement. He/she shall have no power to add to, delete from or modify in any way any of the provisions of this Agreement. The decision of the arbitrator shall be final and binding upon both parties and upon all teachers during the life of this Agreement, unless the same is contrary to law. Fees and expenses of the arbitrator shall be borne equally by both parties.

D. General Provisions

1. Any grievance that is not presented for disposition through the grievance procedure in writing within ten (10) days of the occurrence of the condition giving rise thereto, shall not thereafter be considered a grievance under this Agreement. Failure at any step of this procedure to communicate a decision within the specified time limits shall permit the grievant to proceed immediately to the next step. Failure at any step to appeal within the specified time limits shall be considered acceptance by the grievant of the decision rendered, and such decision shall thereafter be binding upon the grievant and the Federation. The time limits specified at any step may be extended in any particular instance by written agreement between the Superintendent and the Federation.
2. The Federation shall have the right to participate and make its views heard at every level of the grievance procedure.
3. Meetings held under this procedure shall be conducted outside of school hours and at a place which will afford a fair and reasonable opportunity to attend for all persons proper to be present. Persons proper to be present for the purposes of this section are defined as the grievant, the appropriate Federation representative, a teacher of the grievant's own choice if desired, qualified witnesses, appropriate Board members, administrative personnel, and their counsel. The grievant shall personally appear at every step of the Grievance Procedure.
4. Grievances arising from the action of an official other than the coordinator or principal may be initiated with the Superintendent or his/her designated representative as set forth in B.(3) above.

ARTICLE IV
PAYROLL DEDUCTIONS

- A. The Board agrees to deduct from the salary of its teachers dues for professional organizations as said teachers individually and voluntarily authorize the Board to deduct and to transmit the monies within ten (10) days to the organizations.
- B. Teachers may individually and voluntarily authorize deductions for Wepawaug Credit Union and/or United States Savings Bonds during any month of the school year. Said deductions shall be authorized in writing on or before the 20th day of each month, each said deduction to be effective upon the first pay check of the following month. The Board will transmit credit union deductions within five (5) business days of the deduction. All other payments will be transmitted within ten (10) days of the deduction.
- C. Effective July 1, 2004 the current number of Internal Revenue Code 403(b) Plans that teachers are actively participating in shall be frozen and there shall be no new Plans added. Teachers hired on or after July 1, 2004 shall have a choice to participate in one of ten (10) plans, upon proper application. The ten (10) plans shall be determined by selecting the ten (10) Plans with the highest participation of current teachers. When participation by current teachers in a Plan other than one of the ten (10) reaches zero that Plan shall be eliminated as an option, until ultimately only ten (10) Plan choices are available.
- D. Connecticut State Teachers Retirement shall be divided into twenty (20) equal installments.

ARTICLE V
SICK AND PERSONAL LEAVE

A. Annual Leave

1. Fifteen (15) days of annual leave cumulative to 185 days shall be granted for personal illness and/or illness in the immediate family (spouse, children, parents and family members residing in the household). Any teacher who is hired after the first day of school, or who is on an unpaid leave of absence during the school year, shall receive one fewer sick day for every consecutive period of ten (10) school days of such absence. At the discretion of the teacher, such sick leave may be used for the following purposes when the presence of the teacher is required, within the limits stated:
 - a. Death in the immediate* family5 day limit each time
 - b. Family funeral attendance 1 day each time
 - c. Friend funeral attendance 1 day each time limit of 2 days per year
 - d. Immediate family* wedding1 day each time
 - e. Immediate family* graduation 1 day each time
 - f. Immediate family* religious1 day each time (Ordination, Vows,
Bar Mitzvah, Bas Mitzvah, First Communion,
Baptism)

* NOTE: Immediate family shall be defined as spouse, children, parents, step-parents, grandparents, brothers, sisters, parents-in-law, family members residing in the teacher's household.

- g. Official delegate to national
 1. Veteran's Organization 1 day veterans organization per year
- h. Official delegate
 2. (President and/or Business Agent)
 3. to national or state teachers
 4. organization1 day per year without charge
- i. Official delegate (other than
 5. President and/or Business
 6. Agent) - (limit of 3) to
 7. national or state teachers
 8. organization 1 day per year
- j. Mandated religious observance 3 days per year - without charge

Those holidays which are required by and obligatory due to written denominational law shall be considered as authorized leave and shall not be charged to annual leave, including accumulated days. No annual leave, including accumulated days, shall be used for absence due to religious holidays in excess of three days per year.

- k. Absence due to any judicial proceeding in which the teacher is a plaintiff or defendant or is a witness under subpoena.

2. Teachers shall be eligible for up to three (3) days personal leave per year, which must be taken prior to May 15th of any given school year. Should a teacher not use all of his/her personal days by May 15th and said teacher has not accumulated the maximum 185 days of Annual Leave, all unused personal days will be “rolled over” and added to the teacher’s Annual Leave bank. However, should a teacher attain the maximum accumulated Annual Leave of 185 days and not use all of his/her allotted personal days by May 15th, such unused personal days will be non-cumulative and forfeited.

Exceptions regarding the May 15th deadline to use Personal Days may be waived in cases of emergencies at the sole discretion of the Superintendent, after taking into consideration the reason for the request for such exception as well as taking into account the educational needs of the school system.

Personal Leave days shall be granted as follows:

- (a) Necessary personal business (without approval)1 day per year

Granted at the discretion of the teacher with 48 hour notification to the immediate supervisor. Teacher will note personal day on the form provided by Board of Education. In no case shall leave for personal business without approval be used to extend a weekend.

- (b) Necessary personal business (with approval) 2 days per year

Teachers must request the days for personal business on a form provided by the Board of Education forty-eight (48) hours prior to such leave. Reasons for such leave must be stated in sufficiently detailed terms to apprise the Superintendent of the need for such leave, after taking into account the educational needs of the school system.

Exceptions regarding the forty-eight (48) hour notice provision, use of prepared forms, and extension of weekends may be made in cases of emergencies.

Necessary personal business shall not include (without limitations):

- (i) Marriage attendance or participation;
- (ii) Day following marriage or wedding trip;
- (iii) Attendance or participation in a sporting or recreational event;
- (iv) Any religious observance;
- (v) Travel associated with any provision of annual leave;
- (vi) Purposes set forth under annual leave or another leave provision of this contract.

3. Absence due to jury duty shall be considered as authorized leave without charge if, within five (5) calendar days from notice of the possibility of the teacher serving jury duty, such notice shall be communicated to the Superintendent. All teachers shall make every effort to be excused from jury duty. Failure by the teacher to so notify the Superintendent of the possibility of jury duty, or failure to request excuse from jury duty will result in unauthorized leave, without pay.

4. The Board may require satisfactory proof of illness of a teacher or family member or other satisfactory verification after a teacher is absent for four (4) consecutive school days or in any case where abuse of paid leave is reasonably suspected. Any out-of-pocket medical expense incurred in complying with this paragraph will be reimbursed by the Board.
5. Any absence not authorized herein, for which unpaid leave is specifically permitted by the Superintendent, will result in a reduction equal to one day's pay for each day of absence.
6. Any travel by a teacher, conducted in connection with or at the time of any school holiday, vacation, school commencement in September or school termination in June shall be arranged where possible, in advance, so as not to conflict with assigned or required professional duties. Teachers shall recognize the possibility of an extended school year due to snow or other emergency.

B. Extended Sick Leave

1. Based on the total leave available as of the first day of school, any teacher who has exhausted his/her leave shall be granted extended sick leave as follows:
 - a. 5 to 10 years in teaching profession:

a salary deduction of 65% of one day's pay shall be made for each excess absent day up to the number of accumulative days at the end of the previous school year;
 - b. 11 to 20 years in teaching profession:

a salary deduction of 55% of one day's pay shall be made for each excess absent day up to the number of accumulative days at the end of the previous school year;
 - c. 21 to 30 years in teaching profession:

a salary deduction of 45% of one day's pay shall be made for each excess absent day up to the number of accumulative days at the end of the previous school year;
 - d. 31 years or more in teaching profession:

a salary deduction of 30% of one day's pay shall be made for each excess absent day up to the number of accumulative days at the end of the previous school year provided that the Superintendent, the Board President and the Federation President shall determine by majority vote that the teacher has a satisfactory attendance record.
2. Teachers employed by the Board after June 30, 1978, shall be eligible for extended sick leave benefits based on their time of service in Ansonia only. That time of service shall be computed in the same manner as in the seniority provision of this contract.
3. The Board may, at its discretion, grant additional extended sick leave to any teacher.

C. Per Diem Pay Rate

For purposes of this Agreement, one day's pay shall be computed by multiplying the teacher's annual salary by a fraction, the numerator of which is one, and the denominator of which is the number of days in the work year.

D. Tardiness/Absenteeism

It is recognized by the Federation and by the Board that punctual attendance by all teachers is essential to a proper teaching environment. Teacher absenteeism and/or tardiness shall be dealt with in an appropriate and equitable manner by the Board.

E. Compensation for Unused Current Sick Leave

1. Any teacher who has accumulated at least 100 sick days prior to September 1 of any school year shall be eligible to receive compensation in lieu of a portion of the teacher's current sick leave during the ensuing school year.
2. The maximum number of days for which a teacher may receive compensation shall be equal to one-third of the unused current annual sick leave entitlement of such teacher remaining immediately after the last day of the school year. Fractional days shall not be counted for this purpose.
3. At the election of the teacher, by written notice delivered to the office of the Superintendent within the thirty day period immediately following the close of school in June, the teacher may be paid at the rate of sixty dollars (\$60) per diem, in exchange for a reduced carryover of accumulated sick leave into the ensuing year, subject to the foregoing limitations.
4. Any election made under this section shall be made in writing and shall be irrevocable for the year to which it applies.

F. FMLA Eligibility

Time off taken, whether under this Article or elsewhere in this Agreement, which is eligible for treatment as FMLA leave, shall be counted towards eligibility for such leave under the FMLA, i.e. runs concurrently.

ARTICLE VI
OTHER LEAVE

A. Sabbatical Leave

1. For the purpose of encouraging professional growth and improvement of the local school program through such growth, the Board shall determine annually the number of teachers, if any, who may be absent on a full year or half year sabbatical leave, subject to the following conditions:
 - a. Request for sabbatical leave shall be filed with the Superintendent of Schools not later than February 15, to become effective in the following September.
 - b. The applicant shall have completed at least six (6) consecutive full school years of service in the Ansonia School System since his/her last prior sabbatical leave.
 - c. Sabbatical leave shall be granted only for an approved scholarly program, travel, or research, contributing to the Ansonia School System as determined by the Board. A sabbatical leave shall not be granted in order to enable the teacher to complete State Certification requirements for Master's degree or thirty credits after Bachelor's degree.
 - d. A teacher on sabbatical leave shall receive one-half his/her regular salary rate, excluding stipends, to be paid on the same basis as payments to other staff members, provided only that

such salary payment when added to any grants from other sources, shall not exceed the teacher's normal salary rate, excluding stipends.

- e. Prior to the granting of such leave, an applicant shall enter into a written agreement with the Ansonia Board of Education that upon termination of such leave, he/she will return to service in the Ansonia Public School System for a period of two (2) years. In default of completing such service, he/she will refund to the City of Ansonia an amount equal to such proportion of salary received by him/her while on leave as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered, unless this failure is due to illness, disability or death, and shall be so stated on his/her record.
- f. Upon return from such leave, the successful applicant shall submit a written scholarly report of his/her program, travel or research to the Board of Education of a quality commensurate with the purposes of the sabbatical leave as stated in the leave request. Such report shall be presented to the teaching staff on request by the Board. Failure to submit the required report within four (4) months from his/her return from sabbatical leave shall result in a full refund of sabbatical payments by the teacher to the City of Ansonia.

B. Maternity Leave

1. Pregnancy and Childbirth Leave

- a. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom, shall be treated as temporary disabilities for all job-related purposes. (The term "temporary disability" shall be interpreted as being within the meaning of the term "sick" as used in §10-156 of the Connecticut General Statutes.)
- b. Current and accumulated sick leave shall be used during periods of such disability.
- c. Disability leave beyond any accumulated sick leave shall be available, for such reasonable further period of time as a female employee is determined by her physician or by a physician retained by the Board of Education to be disabled from performing the duties of her job because of pregnancy or conditions attendant thereto. It is expected that the normal period of disability due to childbirth shall not exceed six weeks. Any deviation from the six week period of disability shall be verified by the opinion of the teacher's physician or physician retained by the Board of Education.
- d. Policies involving commencement and duration of leave, the availability of extensions, the accrual of seniority and other benefits and privileges, protection under health or temporary disability plans, and payment of sick leave shall be applied to disability due to pregnancy or childbirth on the same terms and conditions as they are applied to other temporary disabilities.

2. Childrearing Leave

- a. Any tenured teacher shall be entitled to extended leave for the purpose of childrearing. Such leave request shall be submitted to the Superintendent no later than fifteen (15) days following the birth of the teacher's child and shall commence immediately upon termination of the female teacher's period of pregnancy-related disability. In the case of a male teacher, childrearing leave shall commence within fifteen (15) days following the birth of his/her child. The parent of an adopted child shall commence his/her childrearing leave within fifteen (15) days from the date of physical custody.

- b. The minimum period of such leave shall be the remainder of the school year in which the teacher's child is born. Any teacher whose child is born in any school year prior to January 1, shall be available for return to his/her teaching position upon commencement of school during the following year. Any teacher whose child is born during the school year on or after January 1 shall be available for return to his/her teaching position on the first day of the following school year, or the next succeeding school year.
- c. A teacher on childrearing leave shall indicate in writing his/her intention to return to teaching not later than April 15 before the September date of leave termination. The Board may, in its discretion, fill the absent position with a long-term substitute. Upon the return of the teacher from child rearing leave, he/she shall be assigned to his/her former position, subject to the provisions of the Professional Staff Reduction and Recall procedure herein.
- d. A teacher returning from childrearing leave will be placed in the most appropriate assignment available, and will retain the seniority held at the time leave became effective. Salary placement shall be at the same step as when leave became effective except that when the teacher has completed 90 days or more of a school year, it shall be counted as a full year.
- e. Unused annual leave shall be credited to the teacher who returns from child-rearing leave.
- f. In the event the teacher fails to accept employment in said offered available position(s), provided the teacher is certified for the position(s), the obligation of the Board under this section shall terminate. Returning teachers shall be offered the available position(s) on the basis of system seniority.

C. Special Leave

- 1. Organized Reserve Forces: Every teacher who is a member of a reserve component of the Armed Forces of the United States or of the National Guard or who is in a similar type of military service, who is required to attend an annual tour of duty, shall be granted leave of absence during the time of his/her annual tour of duty, provided:
 - a. that such teacher cannot satisfy his/her tour obligations during July and August;
 - b. that such leave shall not exceed 17 days.
 - c. The Board agrees that such teacher shall receive the difference between his/her regular teaching salary and his/her compensation for military service if such compensation is less than his/her teaching salary.
- 2.
 - a. Foreign Teaching: At the discretion of the Board of Education, a teacher who has attained tenure may leave the Ansonia School System to teach abroad and in such event, the teacher shall be granted a leave of absence without compensation not to exceed two (2) consecutive years. At the end of said leave of absence, the teacher shall be offered employment in the first available teaching position for which he/she is qualified on a salary step as if he/she had never left. Any said position, however, shall be subject to Article X of this contract.
 - b. In the event the teacher fails to accept employment upon return from special leave in said offered available position(s), provided the teacher is certified for the position(s), the obligation of the Board under this section shall terminate. Returning teachers shall be offered the available position(s) on the basis of system seniority.

D. Professional Leave

Any teacher elected to a state or national teacher organization office requiring full time duty, shall be granted leave for up to two (2) years, without pay or benefits, so that he/she may fulfill his/her responsibilities. Upon returning, the teacher shall be granted the first available position for which he/she is certified and qualified. Placement on the salary schedule shall resume from the placement of the teacher at the time such leave commenced. Upon return, seniority shall be treated as though the teacher had never left.

In the event the teacher fails to accept employment upon return from professional leave in said offered available position(s), provided the teacher is certified for the position(s), obligations of the Board under this section shall terminate. Returning teachers shall be offered the available position(s) on the basis of system seniority.

E. Career Incentive Leave

Any teacher with ten (10) years or more of teaching experience in the Ansonia School System may be granted an unpaid leave of absence for one full school year for the purpose of exploring an alternative career at the discretion of the Board of Education. The teacher shall notify the Board of Education of his/her leave request no later than April 1. During the period of such leave, the teacher shall be permitted to participate in the group insurance coverages offered to other teachers, at his/her own expense. Said teacher shall notify the Board of Education of his/her intention to return to his/her previous position no later than February 15 of the year during which he/she is on leave. During the period of such leave, the teacher shall make no claim for unemployment compensation that would be chargeable to the Board of Education. In no case shall a career incentive leave be available more than once for each teacher during his/her employment by the Board.

F. Recall from Unpaid Leave

Board responsibility for rehiring from all unpaid leaves shall terminate after three (3) years, in accordance with the terms of the recall list.

ARTICLE VII
SCHEDULES AND IMPACT

A. The work year for all teachers covered by this Agreement shall be 185 days, 181 of which shall be instructional days. Three (3) of the work days beyond the student school year shall be used solely for the attainment of CEU's. The three (3) CEU work days shall be of sufficient length to allow for the offering of eighteen (18) CEU's in three (3) days (six (6) CEU's per day), to include lunch and reasonable breaks subject to agreement with the Federation. The remaining work day will be a non-student contact day, and may be used for any purpose at the Board's discretion. The Board reserves the right to schedule teacher work days, but there shall be no break (other than weekends and holidays) between the first teacher work day(s) and the first student school day.

B. Teachers on bus duty shall remain at their posts until the school buses have departed or until ten (10) minutes after dismissal time, whichever is earlier. If, for unforeseeable reasons, the bus(es) do not arrive within the ten (10) minute time span, one (1) teacher shall remain on duty until the buses arrive. Building administrators shall develop a schedule of potential "extra late" bus duty so that all teachers under their charge shall be treated equitably. Bus/line duty schedules and extra late duty schedules shall be posted and distributed to the staff members during the first week of school.

C. Each teacher shall establish a regular weekly conference period, not less than one hour in length, after school hours for appointments with parents or students, remedial and make-up work, etc. Except in an emergency, the schedule shall be strictly maintained unless no appointments have been made and no students appear.

Each teacher shall also be available for a parent conference during the same time period, on any school day, upon 24 hour notice.

- D. All other required professional meetings, whether for building staff, grade levels, etc., and no more than one (1) PTO-sponsored parent conference per school year, shall be scheduled at least two (2) days in advance.
- E. Teachers shall receive no reduction in pay and shall receive no charge against sick leave or other leave in cases of abbreviated school days due to snow or other emergencies.
- F. All teachers shall be in their assigned buildings at least twenty (20) minutes prior to the start of the student school day, and shall remain in their buildings no less than fifteen (15) minutes following dismissal of students. The work day shall be seven (7) hours, ten (10) minutes for teachers.
- G. The Board, through its administration, may schedule meetings listed in the school system's staff development plan at various times during and after the teacher work year outside of regular work hours, at which teachers' attendance shall not be mandatory.
- H. Those teachers who do attend such after school meetings listed in the school system's staff development plan shall be paid at the rate of fifteen (\$15) dollars per hour (prorated to the nearest quarter hour) for the teacher's actual attendance during such meetings.
- I. Those teachers who do conduct or make formal presentations at such after-school meetings shall be paid at the rate of thirty-five (\$35) dollars per hour (prorated to the nearest quarter hour) for the time spent in the actual presentation as well as the fifteen (\$15) dollar figure noted above.
- J. Those teachers who do conduct or make formal presentations at meetings that are scheduled during regular school hours shall be paid at the rate of thirty-five (\$35) dollars per hour (prorated to the nearest quarter hour) for the time spent in the actual presentation.
- K. The Board, through its administration, may also schedule certain meetings at various times during and after the teacher work year outside of regular work hours, at which teachers' attendance shall not be mandatory, for staff or curriculum development and designate such meetings as paid meetings. The process of curriculum writing and development is a paid duty. Meetings at which curriculum or curriculum implementation are discussed, evaluated or critiqued are unpaid.
- L. Those teachers who do attend such after school meetings listed as paid staff or curriculum development meetings shall be paid at the rate of thirty-five (\$35) dollars per hour (prorated to the nearest quarter hour) for the teachers' actual attendance during such meetings.
- M. No payment shall be made for attendance at required meetings, the frequency and duration of which shall not be affected by this Agreement. Meeting notices shall specify whether the meeting is mandatory (unpaid) or voluntary (paid).

ARTICLE VIII CLASS SIZE

The Board of Education and the Federation agree to the following class size: a limit of 32 pupils in no more than 14 classrooms. All other classrooms shall be 30 or less. Any exception shall be determined jointly by the Superintendent and the executive committee of the Federation. It shall not constitute a violation of this Article if a class size is increased as a direct result of compliance with the No Child Left Behind Act, provided, every reasonable effort will be made to assign students to teachers in the affected grade/school with the lowest number of students.

ARTICLE IX
ASSIGNMENTS AND TRANSFERS

A. Teacher Programs

1. No later than thirty (30) school days before the end of the school year, teachers shall be given the opportunity to indicate to their principals their preference in subject and grade assignments for the following year. Where possible such preference shall be honored to the extent consistent with the provisions of this agreement and with the best interests of the school system.
2. No later than eight (8) school days prior to the end of the school year, teachers shall be notified of the following matters concerning their tentative programs for the succeeding year: (1) Subjects and grade levels to be taught; and (2) Special or unusual classes and grade levels to be taught.
3. No later than the end of the next to the last school day of the year, teachers shall receive their tentative programs for the following year, including the periods and rooms where their teaching assignments occur.
4. All teachers shall commence their program on the first day of the student school year.
5. Teachers shall be given in September all pertinent data available concerning any pupil identified as having special service needs.
6. It is understood that all information detailed above is subject to change if necessary because of changes in subject enrollments, staff and programming exigencies.

B. Transfers, Vacancies, New Positions, Posting

1. Transfer shall be defined as a change in teaching assignment to a different grade and/or school in the case of elementary schools, or a change in department in the case of the high school.
2. Any opening created by a transfer or reassignment shall not be treated as a vacancy for the purposes of this Article.
3. Consideration shall be given to requests for voluntary transfers before involuntary transfers are implemented.
4. In no case shall a teacher be transferred to a position outside his/her current range of certification.
5. When an involuntary transfer is made necessary due to the elimination of a position (not involving teacher termination), the least senior person at the grade level, or within the department in the building where the elimination occurs, shall be transferred.
6. Only after the foregoing procedures have been completed shall any remaining positions be filled through employment of outside personnel and involuntary transfers.
7. All classroom vacancies (which shall exclude coaching and co-curricular activities) shall be posted on a Federation bulletin board in each school for a period of no less than five (5) school days. Teachers may apply for such vacancies within ten (10) school days of the initial posting date. Applications shall be in writing to the Superintendent's office. Placement in such openings shall be effective immediately or in September of the next school year.

8. All vacancies occurring after the close of school shall be filled after reviewing the teacher preference forms distributed by February 15 and June 15 of each year. These forms may be updated by the teacher at any time.
9. The Superintendent or his/her designee shall carefully consider each application or Teacher Assignment Preference Form in relation to the needs of the educational program. Teachers shall be given priority, on the basis of system-wide seniority, however, a junior teacher may be awarded the position if their abilities, experience and qualifications are "head and shoulders" above those of a senior teacher. If the abilities, experience and qualifications of two or more applicants are equal, then the senior teacher shall be awarded the position.
10. When a vacancy occurs during the summer vacation, it shall be posted on the Ansonia Board of Education website, with a hard copy sent to the Union co-presidents. During the summer months interested teachers should check the website for relevant postings.

C. Seniority Provision

1. Definition:
Seniority shall be defined as the length of continuous service in the Ansonia School System commencing with (1) the date of contract signing or (2) the date of employment approval by the Board of Education, whichever is earlier. Any continuous service interrupted by one of the authorized unpaid provisions shall not be affected except that those months and/or years of authorized leave shall be excluded. Any teacher who has been terminated and recalled from the Recall List shall be treated as though he/she were on authorized leave, for this purpose.
2. In the event that application of the above criteria is not sufficient to determine seniority ranking, the following additional criteria will be considered in the order listed:
 - a. Total years of service as a certified teacher in the Ansonia School System.
 - b. Total years of service as a certified public school teacher in the State of Connecticut.
 - c. Degree status (highest degree - date degree awarded)

ARTICLE X
LAYOFF AND RECALL

A. Professional Staff Reduction and Recall Procedures

Recognizing that it may become necessary to eliminate professional staff positions in certain circumstances, the following procedures are intended to provide a fair and orderly process should such eliminations become necessary.

B. Procedure

1. The Board of Education may, in the first instance, exercise its right and power to reduce the number of teaching staff positions without determining which teacher contracts will be considered for termination, if any, or what other staffing changes will be made to effectuate the purpose of position elimination. When the Board votes to eliminate a teaching position, the position deemed eliminated will be that held by the least senior teacher in the department, subject area, or grade level in the particular school affected.

2. Prior to commencing action to terminate teacher contracts under this policy, the Board of Education will give due consideration to its ability to effectuate reduction in staff by attrition.
3. If the position of a teacher who has attained tenure status is eliminated by the Board of Education, such teacher will be appointed to an available position for which he/she is certified. Available positions shall include those held by non-tenured teachers as well as positions held by teachers with fewer years of service as determined by application of the criteria listed at Section C. of Article IX.
4. The determination as to which teacher will be displaced by another under the provisions of this Article shall be made by the Administration of the School System, subject to seniority rights as herein defined.
5. Any teacher who is appointed to an available position pursuant to the provisions of this Article shall be required, as a condition of continued employment, to take and complete, at his/her own expense, subject matter/grade level refresher courses for six (6) college academic credits during the twelve (12) month period immediately following placement in the new position. In the case of appointment to a subject area position, this requirement will be waived if the staff member so appointed has earned six (6) college credits in, or has taught in the subject area related to the position for one full school year within the five (5) year period preceding the appointment. In the case of appointment to a grade level position, this requirement will be waived with respect to any staff member who has earned six (6) credits in refresher courses or who has taught in a grade level (3 grade levels above or below present position) position for one full school year within the five (5) year period preceding the appointment. The course work taken to meet the requirements of this paragraph shall be determined by the Superintendent of Schools.

C. Policy Provision Not Applicable to Promotions

Nothing herein shall require the promotion of a teacher to a position of higher rank, authority, or compensation, although the teacher whose contract is to be terminated because of elimination of position is qualified and certified for the promotional position.

D. Recall Procedure

1. The name of any teacher whose contract of employment has been terminated because of position elimination shall be placed upon a recall list and shall remain on such list for a period of three (3) years, or for the length of the teacher's employment, whichever is less.
2. Any offer of re-employment under the provisions of this policy shall be made by notification in writing by registered mail sent to the teacher's last known address at least thirty (30) days prior to the anticipated date of re-employment. Any offer so made shall be accepted or rejected in writing within ten (10) days of receipt of the written notification. If the appointment is accepted, the teacher shall, where possible, receive a written contract of employment within twenty (20) days of receipt of the teacher's reply by the Board of Education. If the teacher rejects the appointment or does not respond to the notice of appointment within ten (10) days of receipt of notification, the name of the teacher will be removed from the recall list.
3. Offers of re-employment to teachers whose names appear on a recall list shall be on the basis of certification, qualifications (as defined at paragraph B.5 of this Article) and seniority (as defined at Section C of Article IX).

4. Any teacher who accepts an offer of re-employment under the provisions of this policy shall resume step advancement where he/she left off, in accordance with the terms of the contract when he/she is recalled.
5. Upon expiration of any leave, if no position is available, the name of the teacher returning from leave shall be placed on the recall list, subject to the same terms and time limits as other teachers.

ARTICLE XI
WORKING CONDITIONS — SCHEDULES

A. Preparation Periods

1. Each secondary school teacher shall have one (1) preparation period per day.
2. Elementary school teachers shall have as preparation periods those periods when a music, art, physical education, computer or self esteem teacher has assumed the responsibility for the class.
3. Each teacher shall use the preparation period for professional purposes, including work on curriculum, preparation for class, correcting papers, etc. Each teacher, at the request of the Principal, shall notify the Principal of his/her whereabouts during each preparation period. Teachers shall not leave the building during the preparation period. Reasonable exceptions may be made by the Principal so that the teacher can perform school related duties and responsibilities.
4. Middle school teachers shall not be mandated to use planning periods for team meetings. Team members will jointly agree to a regular meeting schedule of at least once per week.
5. Administration will not direct teachers to do curriculum writing and development during planning periods.
6. Every effort will be made to avoid scheduling PPTs during planning periods. When a PPT must be so scheduled, teachers will be given compensatory time equal to the time lost.
7. If an emergent situation dictates that a required professional development activity results in a loss of planning time, teachers will be given compensatory time equal to the time lost.
8. If administration requires that a Child Study Team meeting be held resulting in a loss of planning time, teachers will be given compensatory time equal to the time lost.

B. Elementary School Noon-Time Supervision

Each teacher in the elementary schools shall undertake noon-time supervision at no more than one 10 minute lunch period each week. Each teacher shall be in his/her classroom upon the return of pupils for the beginning of the afternoon session. No teacher, however, shall be required to be in his/her classroom prior to the return of pupils.

C. Classroom Interruptions

The Board and the Federation agree that in the interest of the continuity of the learning process, classroom interruptions are to be permitted only in case of emergency or when no other reasonable alternative is possible.

D. In-System Substitute

1. Teachers who are required to teach an extra class beyond the normal teaching assignment shall be paid at the rate of two thousand seven hundred and fifty (\$2,750) dollars for a full year assignment. Payment for such services shall be made with the first paychecks in February and June. Any such teaching assignment shall be offered to volunteers who are teaching the same subject in the building in which the assignment occurs, prior to assigning the extra class on an involuntary basis.
2. In the absence of the music, art, physical education or computer teacher, the teacher may teach in that teacher's subject area and if the teacher elects to teach that subject area, he/she shall be reimbursed at the rate of \$15 per hour, or a proportionate part thereof in accordance with the length of the class. Payment for such services shall be made with the first paychecks in February and June.

E. Lunch Periods

Except as essentially required by cyclical scheduling necessities, each teacher shall have a lunch period equal to that of the students. The teacher shall be in his/her classroom upon the return of the pupils, but shall not be required to be in the classroom prior to the return of said pupils.

F. Subject Preparations

No secondary teacher shall be assigned classes in more than two (2) subject matter areas.

G. Coffee Breaks

Each elementary teacher shall have a fifteen minute coffee break, as shall be scheduled by the principal, on each full length school day that the teacher has no preparation period.

H. No School Notification

Except in extenuating circumstances, a New Haven, Bridgeport, Waterbury, and Hartford radio station shall be notified no later than 7:00 A.M. if school is to be closed or delayed due to inclement weather or other emergency conditions.

I. Teacher-Parent Conferences

Compensatory time shall be allowed at some time during the school year for teacher-parent conferences.

J. Professional Commitment

All teachers shall, as part of the professional commitment to provide broad educational experiences to children, accept responsibility for other extra-classroom duties, (in addition to parent teacher conferences) including up to two (2) evening programs per school year as assigned by the building principal.

ARTICLE XII
OTHER WORKING CONDITIONS

A. Personnel Files

1. Teachers shall have the right, during regular office hours, to inspect their own personnel files, with the exception of materials originating other than locally, and to make a copy and to answer anything therein. However, teachers shall not have the right to remove the file or any of its contents from the Administration office.

2. The Board agrees to treat these personnel files with the highest degree of confidentiality permitted by law. The parties agree to develop a protocol for public access, consistent with this paragraph.
3. Files may be updated at the request of the teacher with the agreement of the Superintendent.
4. No matter pertaining to a grievance shall be included in any teacher's file. No matter pertaining to a grievance shall be considered in decisions regarding re-employment, assignment, or promotion, unless the grievance directly involves the same.
5. The teacher shall be notified when new material is placed in his/her personnel file unless such material is included at the teacher's request.
6. No documentary information in the possession of the Board, which is not available for inspection by the teacher, shall be used as evidence in any hearing or other punitive action.

B. Collection of Monies

Teachers shall not be obligated to collect money from students for any purpose.

C. Student Performance

In matters concerning classroom performance of students, no final decisions shall be determined without full participation by the teacher.

D. School Facilities

1. Provided that no substantial capital expenditure is necessary in existing buildings and in designing new buildings and rehabilitating older buildings, the Board agrees to provide at the site or in each school building:
 - a. Parking facilities, possibly by use of parking permit stickers on faculty automobiles.
 - b. Adequately equipped workroom to be used by teachers in preparing instructional materials.
 - c. An appropriately furnished room to be used as a faculty lounge.
 - d. A pay telephone in each school.
 - e. Consultation rooms for testing purposes and teacher-parent interviews.
 - f. Bulletin boards in each building for the exclusive use of the Federation for purposes of posting material dealing with proper and legitimate Federation business.
 - g. At the high school, a preparation period room shall be provided and shall contain equipment for the use of teachers in preparing for classes, etc.
2. The Board shall reimburse the teacher for loss, destruction, or damage to personal property in the schools whenever caused by negligence of the Board.

E. Protection of Personal Property

The Board agrees to provide for each teacher some place in the school building where his/her personal belongings may be safely stored by lock and key. These shall have proper maintenance.

F. Elimination of Hazards

The Board shall make all reasonable efforts to keep stairs, sidewalks and parking areas free of ice and snow prior to the opening of school.

G. Attire Policy

Teachers shall abide by Board of Education Guidelines in grooming and attire on student contact days.

ARTICLE XIII
TEACHER PROTECTION

- A. If a teacher is absent from school as a result of physical injury caused by student violence, which injury is incurred in the course of the teacher's employment or is caused by such employment, the teacher shall be paid his/her full salary (less any Workers Compensation awards attributable to salary) during such absence, for a period up to one year from the date of violence which absence shall not be charged to teacher's annual or accumulated sick leave during said period; provided that the Board may require the teacher to have a physical examination by a Doctor chosen by the Board for the purpose of determining whether the absence is warranted by the extent and nature of the injury and in this event, the Doctor's decision shall be binding upon the Board and the teacher.
- B. No teacher shall be disciplined without just cause.

ARTICLE XIV
SALARIES AND SEVERANCE PAY

A. Salary Level Definitions

1. Level One - Those holding a Bachelor's degree.
2. Level Two - Those who have earned a Master's Degree.
3. Level Three
 - a. Those who have earned a CAGS, or
 - b. Those who have earned two (2) Master's Degrees, or
 - c. Those who have earned one Master's Degree and subsequently have completed a planned Graduate Program totaling at least thirty (30) credits which has been approved in advance by the Board.
4. Level Four
 - a. Those who have earned a Doctorate Degree (other than a Juris Doctor Degree), or
 - b. Those who have earned three (3) Master's Degrees.

- B. No teacher employed by the Board as of June 30, 1998 shall be reduced in salary level as a result of the above definitions.
- C. For purposes of this Article, a Master's Degree shall be defined to mean either an earned Master's Degree or a Sixth Year Educator's Certificate (CAGS) awarded by an accredited College or University.
- D. Board approval is deemed to be granted, without the need for the teacher to make application for course work in a planned program in:
1. Guidance
 2. Special Education
 3. Administration
 4. Education
 5. Any subject area in which the teacher is certified at the time the program of study is commenced.
 6. Any subject area in which the teacher has taught one full year in Ansonia, within three (3) years from commencement of the planned program.
- E. All course work must be taken at schools for which accreditation is recognized by the Connecticut Department of Education.
- F. The Board shall hear all requests for approval of planned programs at its next regular meeting, and shall decide upon such approval no later than its next succeeding regular meeting.
- G. Salary Level Advancement
1. Notification of qualification for placement on a higher level must be received in the office of the Superintendent of Schools prior to the opening of school in September if such placement is to be effective for the school year.
 2. Staff members completing requirements for placement on a higher level before February 1st of any year will receive one-half of the differential between the levels only if notification is given, prior to September 15th, that such requirements will be completed during the first half of the school year.
- H. Salary Schedule
1. The salaries for the 2013-2014 contract year shall be increased by 2% over the previous year, as shown in Appendix A. The number of steps shall be increased from 9 to 17, with the new steps being added between the existing steps. Teachers will be placed on the equivalent step as shared during these negotiations. There shall be no step movement during 2013-2014.
 2. The salaries for the 2014-2015 contract year shall be increased by 2%. Step movement shall occur at the half-year point.
 3. The salaries for the 2015-2016 contract year shall be increased by 2.5%. There shall be no step movement during 2015-2016.

4. The salaries for the 2016-2017 contract year shall be increased by 2%. Step movement shall occur at the half-year point.

I. Salary Payments

1. A teacher may choose either one of the following options regarding method of payment:
 - a. Equal bi-weekly payments beginning with the first regularly scheduled pay day after the start of the school year and every other Wednesday thereafter through June.
 - b. Twenty-one (21) payments; the salary will be divided into 26 equal parts, twenty (20) of which will be paid on every other Wednesday as in option a; the remaining amount will be paid as a lump sum check at the close of the school year.
2. Staff members opting for option 1.b. must notify the Superintendent of Schools prior to August 15.

J. Salary Schedule Effective Date

The salary schedules shall become effective on the dates indicated, for teachers.

K. Severance Pay

Upon death of a tenured teacher, or retirement under the provisions of the State Teachers' Retirement Act, a teacher shall be entitled to severance pay equal to his/her unused accumulated sick leave days multiplied by sixty dollars (\$60).

ARTICLE XV
LONGEVITY

A. In addition to the basic rate of compensation, each teacher shall be paid a longevity increment according to the following schedule:

	<u>Annual Longevity Increment</u>
1. After twenty (20) years of Service in Ansonia (to be paid in a lump sum in September of the twenty-first thru twenty-fifth years of employment)	\$450
2. After twenty-five (25) years of Service in Ansonia (to be paid in a lump sum in September of the twenty-sixth thru thirtieth years of employment)	\$500
3. After thirty (30) years of Service in Ansonia (to be paid in a lump sum in September of the thirty-first thru thirty-fifth years of employment) ...	\$550

4. After thirty-five (35) years of Service in Ansonia (to be paid in a lump sum in September of the thirty-sixth thru fortieth years of employment)\$600

5. After forty (40) years of Service in Ansonia (to be paid in a lump sum in September commencing with the forty-first year of employment)\$650

B. Each payment is contingent upon return to employment during the school year in which payment is to be made.

C. Retirees who complete their final year of service and who are eligible for benefits under the Connecticut State Teacher Retirement Act shall receive their final longevity payment in June, provided the Board has been properly notified of their retirement.

ARTICLE XVI
PART-TIME TEACHERS AND LONG-TERM SUBSTITUTES

A. Part-time Staff Members - Fifty (50%) Percent or More.

1. Any teacher employed by the Board of Education for less than full-time duties shall be compensated as follows:

a. 3/4 time teachers shall receive 75% of annual salary.

b. 2/3 time teachers shall receive 67% of annual salary.

c. 1/2 time teachers shall receive 50% of annual salary.

2. Part-time teachers shall move vertically on the salary schedule from their step each year in which step advancement takes place for full-time staff, and shall receive one year credit on the seniority list for each year of service in the system as defined in the Professional Staff Reduction and Recall Procedure. These teachers shall be entitled to the same benefits as all other regular teachers. These teachers shall share in the duties and responsibilities as all regular teachers.

3. Part-time teachers working at least 50% of a full time assignment shall receive the full benefits of the leave provisions and the working conditions provisions of this contract and shall be entitled to prorated insurance benefits in the same proportion as the proration for salary. These teachers shall also be protected under the various provisions and articles of this contract. The part time proration of insurance premiums shall apply only to those teachers who are hired by the Board on or after July 1, 1992. By way of example, a 60% teacher who is hired on or after July 1, 1992 shall be responsible for 46% of his/her individual and/or family insurance premiums.

B. Part-time Staff Members - Less than Fifty (50%) Percent.

1. The salary of all part-time teachers shall be prorated from the teacher salary schedule on a fractional basis in accordance with the number of teaching periods assigned to such part-time teachers.

2. The longevity payments of part-time teachers shall be prorated on a basis similar to the method of salary proration herein.
3. For purposes of advancement on steps, accumulation of longevity benefits and accumulation of seniority, part-time teachers shall be credited with one year of service in accordance with the following schedule:

<u>Percentage of Teaching Duties</u>	<u>Years to Accumulate One Year Credit</u>
20%	4 Years
30%	3 Years
40%	2 Years

4. Part-time teachers shall be credited with annual sick days on a prorata basis in accordance with the following schedule:

<u>Percentage of Teaching Duties</u>	<u>Annual Sick Leave</u>
20%	3
30%	5
40%	7

5. The Board shall provide insurance coverage on an individual basis for each part-time teacher working less than 50% of the regular assigned schedule, identical to the insurance coverage of full-time teachers, only if such staff member was hired prior to July 1, 1992. Each part-time teacher may, at his/her option, subscribe to family coverage where applicable, at his/her own cost.
6. Part-time teachers who work less than fifty (50%) percent of the regular assigned schedule, and who are hired on or after July 1, 1992, will be entitled to participate in the insurance benefit program at their own cost.

C. Long-Term Substitutes

1. After forty (40) school days in the same teaching assignment in a single school year, certified substitute teachers shall become members of the teacher bargaining unit under the following conditions commencing on the forty-first (41st) such day:
 - a. Salary shall be paid by reference to Step 1, Level One of the teacher salary schedule;
 - b. Sick leave shall be accumulated at the rate of 1 ½ days per month (or major portion of a month);
 - c. Union Security (Article XIX) shall apply;
 - d. If a regular teaching position is offered at the beginning of the following year with no interruption in service, seniority shall be retroactive to the forty-first (41st) day of the long-term substitute assignment. Otherwise, seniority shall not accrue during the substitute assignment.
2. The following contractual benefits shall not apply to long-term substitutes:

- a. Personal leave;
- b. Extended sick leave;
- c. Other leave;
- d. Transfer, vacancies, posting rights, layoff and recall;
- e. Severance pay;
- f. Insurance benefits;
- g. Tuition reimbursement.

ARTICLE XVII
INSURANCE BENEFITS

A. The following health and dental insurance coverage will be made available to each teacher :

Health insurance plan as described in Appendix D. Effective July 1, 2012, the office visit co-payment shall increase from \$25 to \$30, and the High Cost Diagnostic co-payment shall be \$75. (See Appendix D-1 attached)

1. Prescription Coverage with the following deductibles and coverage:
 - \$10 (generic); \$25 brand (preferred); \$45 brand (non-preferred)
 - OTC in the same therapeutic class exclusion except for proton pump inhibitors and antihistamines, which shall be subject to a \$45 co-payment.
 - Mandatory generic with no physician overrides, members must pay difference between drug cost and the co-pay.
 - Prior authorization step therapy
 - Two times retail co-pay for mail order (except for generic which shall be one-times retail co-payment)
 - Retail refill allowance – up to two refills, then on the 3rd fill the member must use mail order for maintenance drugs. If the member uses retail pharmacy the member will pay an additional 5% penalty.
2. Dental insurance summarized in Appendix D.

B. Effective July 1, 2012, employees shall contribute towards the cost of the PPO option in Appendix D eighteen (18%) percent of the cost of health and dental insurance. The Board shall pay the remainder of the cost. Effective July 1, 2014, employees shall contribute nineteen percent (19%) of the cost of health and dental insurance. Effective July 1, 2016, employees shall contribute twenty percent (20%) of the cost of health and dental insurance. Employee contributions towards the HSA option shall be three percent (3%) less than for the PPO, i.e. 15%, 16%, 17%.

C. Life insurance - \$20,000 individual term life insurance (100% of premium paid by the Board). Employees may purchase additional coverage subject to the requirements of the insurance carrier.

- D. Part-time teachers working at least fifty (50%) percent of the normal work schedule shall receive prorated health insurance benefits after payment of their employee premium share. Part-time teachers working less than fifty (50%) percent shall be responsible for 100% of their insurance premiums.
- E. All employees who are subject to premium sharing, as a condition of enrollment in the foregoing program of health insurance, shall sign and deliver appropriate payroll withholding authorization forms to the Board, authorizing the withholding of the employee's share of insurance premiums from wages, salary and/or stipends. Failure to deliver timely withholding authorization forms shall result in exclusion from the insurance program. Upon receipt of a properly executed payroll withholding authorization form, the Board shall request reinstatement of insurance as soon as practicable, subject to any re-enrollment requirements of the insurance carrier.
- F. The Board shall implement and maintain a "Section 125" Salary Reduction Agreement which shall be designed to permit exclusion from taxable income of the teachers' share of health insurance premiums. The Board makes no representations or guarantees as to the initial or continued viability of such a Salary Reduction Agreement, and shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax exempt status of employee insurance premium contributions. So long as the Board makes a good faith effort to comply with this paragraph, neither the Federation nor any teacher covered by this Agreement shall make any claim or demand, nor maintain any action against the Board or any of its members or agents for taxes, penalties, interest or other cost or loss arising from a flaw or defect in the Salary Reduction Agreement, or from a change in law which may reduce or eliminate the employee tax benefits to be derived therefrom.

G. Change of Insurance Carriers

The Board of Education shall have the right to change insurance carriers and/or to self-insure in whole or in part in order to provide the insurance coverage set forth above, and provided further that coverage which results from change in carriers and/or self insurance are equal to or better in benefits and administration.

The Federation President shall be notified in writing prior to ninety (90) days of any intention to change carriers and/or self insure and shall be given a copy of the bid prospective and/or new insurance plan design and supporting cost documentation. The Federation shall be given a reasonable opportunity to review the proposed changes. Should the Federation and the Board disagree that the change proposed will not provide benefits and administration equal to or better, at no additional cost to staff members, the disagreement(s) shall be subject to impartial binding arbitration as set forth in Article III, Section (C) of this agreement, before an Arbitrator with experience and expertise in insurance matters. No changes shall be made until the Arbitrator has rendered his/her award. The Board and the Federation mutually agreed upon the selection of an Arbitrator, or the case will be submitted to American Arbitration Association and be bound by their rules and procedures.

H. Insurance Waiver

Teachers who participated in one of the health insurance plans offered by the Board from the start of the 2003/04 school year and who have continuously participated in the health insurance plans since that time may elect effective with the 2004/05 school year to waive, in writing, the health insurance coverage provided under Article XVII, and in lieu thereof receive an annual payment of \$1,000 single; \$2,000 two person; \$2,500 family, from the Board for each year during which the teacher continues to elect not to participate in such coverage. Such annual payment will be issued with the last payroll installment for the school year. In order to receive such payment, an eligible employee must complete and submit a form provided by the Board indicating his/her intent not to participate in the Board's insurance coverage, no later than June 1 of each year. Such teachers may elect to resume Board provided health insurance coverage upon written notice to the Board. Upon receipt of such notice, insurance coverage shall be reinstated as soon as

possible, including waiting periods, which may be prescribed by the applicable insurance carrier. In such event, the teacher shall only receive a pro-rated portion of the waiver stipend provided under this section.

ARTICLE XVIII
TUITION AND MILITARY

A. Tuition Costs

Teachers shall be reimbursed for tuition costs for certain courses under the following conditions:

1. No more than six (6) credits shall qualify for reimbursement in any calendar year.
2. Only courses appropriate to a specific assignment shall qualify for reimbursement.
3. All courses must be approved in advance by the Superintendent of Schools as appropriate.
4. No reimbursement shall be made for courses leading to any change in salary status or for courses required for certification.
5. When any course for which tuition has been reimbursed under these provisions is utilized in meeting requirements for a degree or other program leading to a change in salary status, the teacher shall return the tuition payment to the Board of Education.
6. Reimbursement will be made for approved credits on submission of evidence of satisfactory completion and receipt for tuition charges incurred.

B. Credit for Military Service

Credit on the salary schedule shall be given for up to three (3) years of military service provided that such service interrupted teacher training or teaching service.

ARTICLE XIX
UNION SECURITY

- A. All teachers shall, as a condition of continued employment, join the Federation or pay to the Federation a service fee. Said service fee shall be equal in amount to that portion of the membership dues of the Ansonia Federation of Teachers, AFT-CT, and the American Federation of Teachers that is uniformly required of members to underwrite the costs of collective bargaining, contract administration and grievance adjustment.
- B. All teachers who elect to join the Federation shall sign a membership form and a dues deduction authorization form. Said forms shall continue in effect from year to year unless such teacher shall notify the Board and the Federation in writing no later than thirty (30) days prior to the commencement of the school year.
- C. All teachers who elect not to join the Federation shall sign an agency fee authorization form by the 15th day of school. Said authorization shall remain in effect for the duration of the teacher's employment.
- D. All teachers who elect not to join the Federation shall be eligible upon application, to a rebate of that portion of the service fee which is not used for collective bargaining and contract administration.
- E. Any teacher who refuses compliance with the stated conditions of employment shall be suspended, without pay, until compliance has been fulfilled.

- F. The Federation shall indemnify and save the Board of Education harmless against all claims, demands, suits, or other forms of liability which may arise by reason of any action taken as a result of this Article. In any such action the Board and the Federation shall select the Board's counsel by mutual agreement.

ARTICLE XX
GENERAL

A. Copies of Board's Minutes and Agenda

Copies of the Board's minutes shall be provided to the Federation President as soon as they are available. Copies of the agenda of the Board's meetings shall be sent to the Federation President at the same time that they are sent to the Board members.

B. Copies of Agreement

The Board agrees to provide fifty (50) extra copies of this agreement to the Federation. The Board agrees to furnish each teacher with a copy of this Agreement, which shall be distributed by the Federation.

C. Board's Rules and Regulations

In the event of a conflict between a specific provision of this Agreement and any provision contained in Board Policy, the specific provisions of this Agreement shall prevail during its term.

D. Teacher Directory

As early in the school year as possible, each teacher will be provided with a manual giving the names and addresses of all members of the staff.

E. Accumulated Leave Statement

Each teacher will be provided in October with a statement of his/her accumulated leave.

F. Available Information

There shall be made available to the Federation upon its request any and all public information, statistics and records, which the Federation may deem to be relevant or necessary for the proper enforcement and implementation of the terms of this Agreement.

G. No Strike Provision

The Federation agrees that it shall not call, authorize, instigate, sanction or condone any strike, slowdown, work stoppage or other concerted refusal to perform any assignment on the part of any teacher during the period of this Agreement or any extension thereof.

H. Gender

Throughout this Agreement the singular shall mean the plural, the plural shall mean the singular and gender shall be interchangeable where the context so requires.

I. Definitions

Unless otherwise specified in the Agreement, a "day" or "days" as used herein shall be defined as a calendar day or days consisting of 24 hours; a "week" shall be defined as seven (7) calendar days; and a month shall be defined as four (4) calendar weeks.

ARTICLE XXI
MANAGEMENT RIGHTS

Unless specially limited by the express provisions of this Agreement, all rights, powers, authority and prerogatives of the Board, including but not limited to full control over the policies, practices, procedures and regulations with respect to employees of the Board at all of its schools, to control, supervise and manage all school programs, curriculum and scheduling, shall be vested exclusively in the Board of Education.

ARTICLE XXII
SAVING CLAUSE

- A. If any provision of this Agreement is, or shall be at any time, contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law, and any substitute action shall be subject to appropriate consultation with the Federation.
- B. In the event that any provision of this Agreement is, or shall at any time be, contrary to law, all other provisions of this Agreement shall continue in effect.

ARTICLE XXIII
DURATION OF AGREEMENT

This Agreement shall be in full force and effect during the period July 1, 2013 through June 30, 2017, and shall be binding on the parties during its term.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the 7th day of Dec. 2012

ANSONIA BOARD OF EDUCATION

By 
Its _____

ANSONIA FEDERATION OF TEACHERS

By Michele Fraker
Its Joyce Succombe

APPENDIX A
SALARY SCHEDULE July 1, 2013 — June 30, 2014

Step	1	2	3	4
1	39,052	44,840	50,630	57,743
2	40,299	46,376	52,455	59,196
3	41,546	47,911	54,278	60,647
4	42,922	49,287	55,653	62,023
5	44,297	50,663	57,027	63,398
6	45,825	52,190	58,556	64,662
7	47,352	53,717	60,084	65,925
8	48,880	55,248	61,615	67,717
9	50,408	56,778	63,145	69,508
10	51,808	58,179	64,546	70,909
11	53,207	59,579	65,945	72,310
12	55,839	61,783	67,727	73,667
13	58,470	63,988	69,508	75,025
14	60,515	66,123	71,734	77,342
15	62,558	68,256	73,959	79,657
16	65,911	71,818	77,730	83,637
17	69,265	75,379	81,501	87,617

APPENDIX A
SALARY SCHEDULE July 1, 2014 — June 30, 2015

Step	1	2	3	4
1	39,833	45,737	51,643	58,898
2	41,105	47,304	53,504	60,380
3	42,377	48,869	55,364	61,860
4	43,780	50,273	56,766	63,263
5	45,183	51,676	58,168	64,666
6	46,742	53,234	59,727	65,955
7	48,299	54,791	61,286	67,244
8	49,858	56,353	62,847	69,071
9	51,416	57,914	64,408	70,898
10	52,844	59,343	65,837	72,327
11	54,271	60,771	67,264	73,756
12	56,956	63,019	69,082	75,140
13	59,639	65,268	70,898	76,526
14	61,725	67,445	73,169	78,889
15	63,809	69,621	75,438	81,250
16	67,229	73,254	79,285	85,310
17	70,650	76,887	83,131	89,369

APPENDIX A
SALARY SCHEDULE July 1, 2015 — June 30, 2016

Step	1	2	3	4
1	40,829	46,880	52,934	60,370
2	42,133	48,487	54,842	61,890
3	43,436	50,091	56,748	63,407
4	44,875	51,530	58,185	64,845
5	46,313	52,968	59,622	66,283
6	47,911	54,565	61,220	67,604
7	49,506	56,161	62,818	68,925
8	51,104	57,762	64,418	70,798
9	52,701	59,362	66,018	72,670
10	54,165	60,827	67,483	74,135
11	55,628	62,290	68,946	75,600
12	58,380	64,594	70,809	77,019
13	61,130	66,900	72,670	78,439
14	63,268	69,131	74,998	80,861
15	65,404	71,362	77,324	83,281
16	68,910	75,085	81,267	87,443
17	72,416	78,809	85,209	91,603

APPENDIX A
SALARY SCHEDULE July 1, 2016 — June 30, 2017

Step	1	2	3	4
1	41,646	47,818	53,993	61,577
2	42,976	49,457	55,939	63,128
3	44,305	51,093	57,883	64,675
4	45,773	52,561	59,349	66,142
5	47,239	54,027	60,814	67,609
6	48,869	55,656	62,444	68,956
7	50,496	57,284	64,074	70,304
8	52,126	58,917	65,706	72,214
9	53,755	60,549	67,338	74,123
10	55,248	62,044	68,833	75,618
11	56,741	63,536	70,325	77,112
12	59,548	65,886	72,225	78,559
13	62,353	68,238	74,123	80,008
14	64,533	70,514	76,498	82,478
15	66,712	72,789	78,870	84,947
16	70,288	76,587	82,892	89,192
17	73,864	80,385	86,913	93,435

APPENDIX B DIFFERENTIALS FOR SPECIAL ASSIGNMENTS

For the following assignments, the indicated amounts shall be added to the salary schedule in determining the staff member's annual salary:

	<u>2013-</u> <u>2014</u>	<u>2014-</u> <u>2015</u>	<u>2015-</u> <u>2016</u>	<u>2016-</u> <u>2017</u>
	0.0%	0.0%	0.0%	0.0%
1. Department Heads				
Class A (11 staff)	3,261	3,261	3,261	3,261
Class B (5-10 staff)	2,679	2,679	2,679	2,679
Class C (4 staff)	2,097	2,097	2,097	2,097
2. Special Teacher (Resource Room Teacher, Self-Contained Special Education Classroom Teachers)	582	582	582	582
3. Other Special Teachers (Reading, Elementary Music, Elementary Art, Elementary Physical Education, Speech & Hearing Therapist, Hearing Impaired Teacher, School Psychologists, and Traveling Teachers not covered under Section F)	554	554	554	554
4. Kindergarten Teachers	174	174	174	174
5. Special Education Guidance Counselors	699	699	699	699
6. Psychologist Certification Officer	4,076	4,076	4,076	4,076
7. Ansonia High School Yearbook Advisor	2,687	2,687	2,687	2,687
8. Drama Coach	1,362	1,362	1,362	1,362
9. Homebound Instruction (Hourly)	23	23	23	23
10. Ansonia Adult Education Director	3,858	3,858	3,858	3,858
11. Freshman Class Advisor	346	346	346	346
12. Sophomore Class Advisor	346	346	346	346
13. Junior Class Advisor	974	974	974	974
14. Senior Class Advisor	1,245	1,245	1,245	1,245
15. Eighth Grade Yearbook	448	448	448	448
16. Curriculum Chairman	1,305	1,305	1,305	1,305
17. After-School Academy (Hourly)	23	23	23	23
18. Coordinator - After-School Academy (Hourly)	27	27	27	27
19. AHS Band Director	2,912	2,912	2,912	2,912

APPENDIX C COACHING STIPENDS

	<u>2013-2014</u>	<u>2014-2015</u>	<u>2015- 20162</u>	<u>2016-2017</u>
	0.0%	0.0%	0.0%	0.0%
1. Football	6,010	6,010	6,010	6,010
2. Baseball	4,801	4,801	4,801	4,801
3. Basketball (boys and girls)	4,801	4,801	4,801	4,801
4. Volleyball	4,801	4,801	4,801	4,801
5. Softball	4,801	4,801	4,801	4,801
6. Soccer	4,801	4,801	4,801	4,801
7. Track	3,176	3,176	3,176	3,176
8. Cross Country	1,976	1,976	1,976	1,976
9. Tennis	2,646	2,646	2,646	2,646
10. Swimming	1,976	1,976	1,976	1,976
11. Golf	2,646	2,646	2,646	2,646
12. Middle School Coaches (each sport)	2,175	2,175	2,175	2,175
13. Middle School Intramural (each sport)	1,852	1,852	1,852	1,852
14. Pom Pom/Twirlers	2,783	2,783	2,783	2,783
15. Cheerleading Advisor	4,801	4,801	4,801	4,801

B. All assistant coaches shall receive 60% of the head coach salary, subject to the percentage reductions below, in the first and second years.

	<u>Percentage of Head Coach Salary</u>	<u>Percentage of Assistant Coach Salary</u>
First Year	80%	70%
Second Year	90%	80%
Third Year	100%	100%

APPENDIX D
HEALTH INSURANCE SUMMARY

BENEFIT	CENTURY PREFERRED	H S A
Costshares	<p>In-Network services subject to copays</p> <p>Out-of-Network services subject to deductible and coinsurance</p> <p>\$30 office visit co-pay</p> <p>\$ 150 Emergency Room/\$50 Urgent Care Facility</p> <p>\$150 Outpat Surg Facility / \$ 250/\$750 Inpat Hosp</p> <p>Deductible \$10,000/\$20,000/\$30,000</p> <p>Coinsurance 70%/30%</p> <p>Cost Share Maximum \$33,000/\$66,000/\$99,000</p> <p>Lifetime Maximum In-Network - Unlimited</p> <p>Lifetime Maximum Out of Network - Unlimited</p>	<p>No Office Visit Maximum</p> <p>In-Network services subject to Deductible</p> <p>Deductible \$1,500/\$3,000 (shared with Out-of-Network)</p> <p>Member's Coinsurance after Deductible 0%</p> <p>Preventive Care not subject to Deductible</p> <p>Out-of-Network services subject to deductible and coinsurance</p> <p>Deductible \$1,500/\$3,000 (shared with In-Network)</p> <p>Member's Coinsurance 20% to \$1,500/\$3,000</p> <p>Member's Combined Out of Pocket Max. - \$4,000/\$8,000</p> <p>Lifetime Maximum In-Network - Unlimited</p> <p>Lifetime Maximum Out-of-Network - Unlimited</p>
Preventive Care Pediatric	<p>Covered according to age-based schedule</p> <p>No Copay</p> <p>7 exams, birth to age 1</p> <p>7 exams, ages 1 - 5</p> <p>1 exam every year ages 5 - 22</p>	<p>No Deductible-0% Coinsurance</p> <p>Covered through age 18; including preventive vision exams</p> <p>No age based schedule</p>
Adult	<p>Covered according to age-based schedule</p> <p>No Copay</p> <p>1 exam every year, ages 22 +</p>	<p>No Deductible-0% Coinsurance</p> <p>Coverage after age 18; including preventative vision exams</p> <p>No age based schedule</p>
Vision	<p>No Copay</p> <p>One exam every calendar year</p>	No Deductible-0% Coinsurance
Hearing	<p>No Copay</p> <p>One exam every calendar year</p>	No Deductible-0% Coinsurance
Gynecological	<p>No Copay</p> <p>Routine annual exam</p>	No Deductible-0% Coinsurance
Medical Services Medical Office Visit	\$ 30 co-pay	Subject to Deductible-0% Coinsurance
Outpatient PT/OT/Chiro/ Speech	<p>\$ 30 co-pay</p> <p>50 combined visits per member per calendar year (subject to medical necessity)</p>	<p>Subject to Deductible-0% Coinsurance</p> <p>50 combined visits per member per calendar year (subject to medical necessity)</p>
Allergy Testing	\$30 office visit co-pay	Subject to Deductible-0% Coinsurance

Allergy Treatment/Injections	\$0 co-pay 80 visit maximum within 3 years	80 visit maximum in 3 years
Diagnostic Lab & X-ray	Covered	Subject to Deductible-0% Coinsurance
Inpatient Medical Services	Covered	Subject to Deductible-0% Coinsurance
Surgery Fees	Covered	Subject to Deductible-0% Coinsurance
Office Surgery	Covered	Subject to Deductible-0% Coinsurance
Outpatient MH	\$ 30 per visit Unlimited visits - prior authorization after 40th visit	Subject to Deductible-0% Coinsurance Prior Auth required after 40th visit
BENEFIT	CENTURY PREFERRED	H S A
Emergency Care Emergency Room	\$ 150 co-pay (waived if admitted)	Subject to Deductible-0% Coinsurance
Urgent Care	\$ 50 co-pay Participating Facilities only.	Subject to Deductible-0% Coinsurance Participating Facilities only
Ambulance	Covered Land & Air Ambulance	Subject to Deductible-0% Coinsurance Covered Land & Air Ambulance
Inpatient Hospital General/Medical/Surgical/Maternity (Semi-Private)	Note: All hospital admissions require pre-cert \$250 per admission co-pay Maximum of \$750 a year	Note: All hospital admissions require pre-cert Subject to Deductible-0% Coinsurance
Ancillary Services (Medication, Supplies)	Covered	Subject to Deductible-0% Coinsurance
Psychiatric	\$250 per admission co-pay Maximum of \$750 per calendar year	Subject to Deductible-0% Coinsurance
Substance Abuse/ Detox	\$250 per admission co-pay Maximum of \$750 per calendar year	Subject to Deductible-0% Coinsurance
Rehabilitative	No Copayment Covered up to 60 days per calendar year	Subject to Deductible-0% Coinsurance Covered up to 60 days per calendar year
Skilled Nursing Facility	\$250 per admission co-pay Maximum of \$750 per	Subject to Deductible-0% Coinsurance

	calendar year Covered up to 120 days	Covered up to 120 days per calendar year
Hospice	\$250 per admission co-pay Maximum of \$750 per calendar year Covered up to 60 days	Subject to Deductible-0% Coinsurance
Outpatient Hospital Outpatient Surgery Facility Charges	\$ 150 per admission co-pay	Subject to Deductible-0% Coinsurance
High Cost Diagnostics EX: MRI,CAT Scan, PET Scan	\$75 copay Prior authorization required	Subject to Deductible-0% Coinsurance
Pre-Admission Testing	Covered	Subject to Deductible-0% Coinsurance
Durable Medical Equipment	Covered	Subject to Deductible-0% Coinsurance
Bariatric surgery	Not Covered	Subject to Deductible-0% Coinsurance
Infertility Anthem Only	Covered (Age and cycle restrictions) State mandate applies	Subject to Deductible-0% Coinsurance
Dependent age max Applies to Anthem only	Dependent children to age 26	Dependent children to age 26
	Medco-RX Copays	RX copays
Medco-Prescription Drug Retail Refill allowance x.1	\$10/\$25/\$45/\$45 PPI & Antihistamines 4th Tier -Any over the counter in same therapeutic class not covered except PPI & Antihistamines retail Copay \$10/\$50/\$90/\$90 Mail Order Copay	10/35/40 Retail Copay; 10/70/80 Mail Order

APPENDIX E DENTAL SUMMARY

Ansonia – Board Of Education DeltaPremier - Group # 4214

Calendar Year Deductible	
• Per Person	\$0
• Family Aggregate Maximum	\$0
	Plan Pays:
Preventive & Diagnostic (No Deductible)	100%
• Exams, Cleanings, Bitewing X-Rays (2 per calendar year per person)	
• Fluoride Treatment (2 Per calendar year for children to age 19)	
Remaining Basic (After Deductible)	80%
• Fillings, Extractions, Root Canals (Endodontics)	
• Periodontal, Oral Surgery	
• Repair of Dentures	
• Sealants (To age 14)	
Crowns & Prosthodontics (After Deductible)	50%
• Crowns, Gold Restorations	
• Bridgework, Full & Partial Dentures	
Calendar Year Maximum (Per Person)	\$1,500
Orthodontia (Dependent Children Only)	
• Coinsurance	50%
• Lifetime Maximum	\$2,000

Dependent children are covered to age 19 (23 if enrolled as a full time student in an accredited school or university.)

Delta Dental has over 2,500+ participating dental offices in Connecticut and 145,000+ participating offices nationwide. You may use any fully licensed dentist under this plan. Participating dentists will be paid directly by Delta for covered services. Non-participating dentists will bill you directly, and Delta may make claim payment directly to you. You will maximize benefits and reduce paperwork by using a Delta participating dentist.

If you do not have a dentist, you may obtain a current listing of participating dentists in any area, by calling 1-800 DELTA OK (1-800-335-8265). Provide your zip code to the representative and a directory for that area will be mailed to your home. If you have Internet access, you may also visit our website at deltadentalnj.com to locate participating dentists.

At the time of your first appointment, tell the dentist that you are covered under this program and provide your group number and social security number. Your dependents, if covered, should provide the employee's social security number.

This overview contains a general description of your dental care program for your use as a convenient reference. Complete details of your program appear in the group contract between your plan sponsor and Delta Dental Plan of New Jersey, Inc. which governs the benefits and operation of your program. The group contract would control if there should be any inconsistency or difference between its provisions and the information in this overview.

DeltaPremier
Comparison

	<u>In-Network</u>	<u>Out-of-Network</u>
<u>Dentist</u>	Agrees to file fees at or below Delta's maximum allowable charge.	Does not file fees
	Can charge Delta patients up to approved fees	Can charge any amount
	Agrees to file claim directly with Delta	Is not required to file claim
	Receives claim payment directly from Delta	Cannot receive assignment of benefits
	Same Plan Design In and Out-of-Network	
<u>Employee</u>	Cannot be "balance billed"	Must pay difference between reasonable and customary and Delta's maximum allowable charge
	Does not file claim	May have to file claim
	No payment to dentist other than deductible / co-payment	Patient is responsible for payment to dentist