

Waterbury Board of Education

G. DiBiasio

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SCHOOL DEPT

(203) 574-8009

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THE CITY OF WATERBURY

236 Grand Street-Waterbury, CT 06702

Guy N. DiBiasio, Ed.D.
Superintendent of Schools

F- [unclear]

April 29, 1992
HAND DELIVERED

Honorable Board of Aldermen
c/o Patrick T. Drewry, City Clerk
Chase Building
236 Grand Street
Waterbury CT 06702

Ladies and Gentlemen:

At its June 3, 1991 meeting, the Board of Education approved the attached Agreement between the Waterbury Teachers' Association and the Waterbury Board of Education in regard to salary deferrals and other conditions of employment. This Agreement is being sent to your Honorable Board for approval in accordance with Section 10-153d of the Connecticut General Statutes.

Respectfully submitted,

ATTEST:

Yvonne Svitlik
Yvonne Svitlik, Clerk
Board of Education

cc: Board of Education
Dr. Guy DiBiasio, Supt. of Schools
Joseph Sullivan, Asst. Supt. of Schools
Antony Casagrande, Corporation Counsel
Jack Cronan, President - Waterbury Teachers Association

COMMITTEE OF THE WHOLE

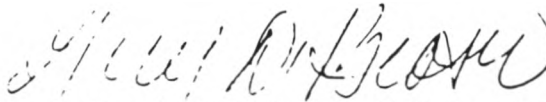
June 3, 1991

To the
Board of Education
Waterbury CT

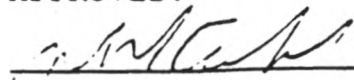
Ladies and Gentlemen:

With the approval of the Committee of the Whole, the Superintendent of Schools recommends approval of the salary deferrals and other details as outlined in the attached Contract Amendments to the Agreement between the Waterbury Teachers' Association and the Waterbury Board of Education.

Respectfully submitted,


Superintendent of Schools

APPROVED:



COMMITTEE OF THE WHOLE

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AGREEMENT

WHEREAS:

The parties to the agreement being the Waterbury Board of Education (hereinafter the Board) and the Waterbury Teachers Association (hereinafter the WTA) have established a legally enforceable group collective bargaining agreement (hereinafter the contract) through procedures established under Connecticut General Statute 10-153 et. seq.

and, WHEREAS:

the effective dates of said contract are July 1, 1989 through June 30, 1992

and, WHEREAS:

the parties wish to establish additional agreements relative to wages and other conditions of employment;

Now therefore, the parties consent to the following agreements which shall be contained as Section A. Contract Extension, B. Successor Contract, C. Salary Deferral, D. Layoff, E. Pension and F. Approval.

A. Contract Extension

1. The current contract, set to expire on June 30, 1992, will be extended so as to expire on June 30, 1993.
2. All Articles and sections of the contract except for the salary schedule and Article 32 will be continued without change through June 30, 1993.
3. A salary schedule shall be constructed for the period covering July 1, 1992 through June 30, 1993 and shall be appended to the current contract as "Schedule D".

Said construction of Schedule D shall be made by increasing each step of the 1991-1992 salary schedule (Schedule C) by an amount equal to the change in the national Consumer Price Index (for all items) as reported for the period of April, 1991 through March, 1992. Each employee not placed on Step 12 of the 1991-92 salary schedule (Schedule C) shall advance to the next higher step on the 1992-93 salary schedule (Schedule D) in a manner consistent with prior practice.

Actual construction of said 1992-93 salary schedule (Schedule D) shall occur at some time following the publication of the March, 1992 Consumer Price Index data but in any case no later than July 1, 1992.

4. Article 32 of the current contract will be amended effective July 1, 1992 to read as follows:

ARTICLE 32

NEGOTIATION OF SUCCESSOR CONTRACT - DURATION

Section 1. The parties agree to negotiate in good faith to secure a Successor Agreement in accordance with the provisions of the Teacher's Negotiating Act as amended by the 1979 General Assembly and as may be amended hereafter. The parties agree to commence such negotiations no later than August, 1992. However, upon written request by either party and concurrence by the other party, negotiations may commence no later than June 1, 1991.

Section 2. This Agreement shall be effective and binding as of July 1, 1989 unless a different effective date is prescribed in this Agreement for any Section or Article or provision of this Agreement, and this Agreement shall remain in force and effect through June 30, 1993.

5. Except as provided for above, all other rights, compensation, benefits and duties contained in the current contract shall remain in effect for the period July 1, 1992 through June 30, 1993 at the levels in effect during the period July 1, 1991 through June 30, 1992.

B. Successor Contract

1. In addition to other agreements contained herein, the parties agree that the successor contract shall be of a duration from July 1, 1993 to June 30, 1996.
2. For the period of July 1, 1993 to June 30, 1995 all insurance entitlement and duties provided under Article 25 of the 1989-1992 contract (as extended) shall remain in force without alteration.

C. Salary Deferral

1. Notwithstanding the requirement of the Board to pay each entitled unit member the amount prescribed under Schedule C, 1991-92 Salary Schedule, for the period of July 1, 1991 through June 30, 1992, the parties hereby agree to defer portions of that salary to future times in a manner indicated infra.

2. Such deferral amount shall equal 75% of the difference between the corresponding steps of the Schedule B 1990-91 Salary Schedule and the Schedule C 1991-92 Salary Schedule.

For example:

1990-91 Schedule B MA Step 12 = \$49,734.00
1991-92 Schedule C MA Step 12 = \$53,713.00

Difference = \$ 3,979.00
x .75 = \$ 2,984.25

Thus, the actual salaries paid to the employee on Step 12 for the period governed by Salary Schedule C, 1991-92 shall be:

$\$49,735.00 + (\$3,979.00 \times .25) = \$50,728.75$

3. All deferred monies shall be repaid to the employee by the Board. Said repayment shall occur over a two year period commencing with 50% repayment of the deferred monies during the 1992-93 work year and the remaining 50% repaid during the 1993-94 work year.
4. For the purposes of future collective bargaining, the structure and amounts contained in the current Schedule C, 1991-92 salary scheme shall be the sole basis for future salary calculation and neither party shall raise matters of deferral or deferral repayment as issues relevant to successor salary arrangements. The Board shall pay back these deferred amounts in addition to any other salary obligations provided by contract or agreed to in the future.
5. Any employee who retires, resigns, or whose employment is involuntarily severed from the school district is entitled to repayment of all deferred monies at the time of the employment severance except that any employee who makes application prior to August 15, 1991 to retire no later than June 30, 1992, shall have no money deferred and shall be paid according to the full entitlement of Schedule C, 1991-92 Salary Schedule, it being further agreed that such application to retire shall be irrevocable.

D. Layoff

The Board agrees that pursuant to the provisions of Connecticut General Statute 10-151 et seq., it shall cause, for the 1991-1992 school year, no more than twenty-five (25) bargaining unit members to be laid off following the end of the 1990-91 work year.

E. Pension

Upon ratification of this Agreement, through June 30, 1991 only, any WTA bargaining unit member participating in the City's retirement plan who has at least twenty (20) years of service with the Board as of June 30, 1991 shall be eligible to retire with pension benefits per the contract. Any WTA bargaining unit member wishing to retire pursuant to this agreement must make written application to retire no later than June 30, 1991 and such retirement shall be effective no later than June 30, 1991.

F. Approval

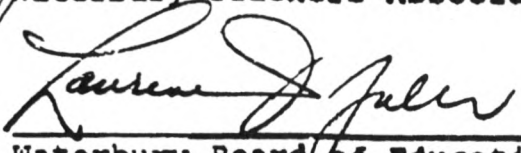
This Agreement shall be contingent upon ratification by members of the Waterbury Teachers Association and by members of the Waterbury Board of Education. If either party fails to approve this Agreement, the contract shall remain in full force and effect.

In witness hereof, the parties hereto set their hands this

3rd day of June, 1991.



Waterbury Teachers Association



Waterbury Board of Education