

PROFESSIONAL AGREEMENT

Between the

UNION BOARD OF EDUCATION

and the

TEACHERS' EDUCATION ASSOCIATION OF UNION

July 1, 2013 - June 30, 2016

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THIS AGREEMENT IS MADE AND ENTERED INTO on this.....day of.....,2012, by and between the UNION BOARD OF EDUCATION (hereinafter referred to as the "Board") and the TEACHERS' EDUCATION ASSOCIATION OF UNION (hereinafter referred to as the "Association"), affiliated with the Connecticut Education Association and the National Education Association.

WITNESSETH

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Union, Connecticut is their primary mutual aim and responsibility and the character of such education depends predominately upon the quality and morale of the professional staff, and

WHEREAS, the members of the United Teaching Profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and

WHEREAS, the Board has a statutory obligation pursuant to Section 10-153 a-g inclusive of the Connecticut General Statutes as amended, to negotiate with the Association as the exclusive representative of its teaching and special service personnel with respect to salaries and other conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement,

IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE 1

RECOGNITION

A. The Board hereby recognizes the Teachers' Education Association of Union as the exclusive representative for all certified professional employees who are employed by the Board in positions requiring a teaching certificate or a Durational Shortage Permit (DSAP) and who are not included in the administrators' unit or are excluded from the purview of teacher negotiations, as defined in Sections 10-153b through 10-153f of the Connecticut General Statutes, as amended, for the entire teachers' unit. Any disputes regarding contours of the bargaining unit shall be submitted to the State Department of Education for resolution and shall not be subject to the grievance procedure of this Agreement.

Employees working in a teaching position solely on the basis of a DSAP shall be covered by all terms and conditions of the collective bargaining agreement, except as follows;

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

2. The Board shall have the right, in its sole discretion, not to renew and/or to terminate the employment of a DSAP holder, and the DSAP holder shall have no right to file and/or pursue a grievance under this Agreement with respect to such action.
3. DSAP holders shall have no transfer rights, bumping rights, or recall rights under this Agreement.
4. DSAP holders shall not be eligible for course reimbursement.

B. The Board agrees that it will not negotiate or confer with any individual or organization of teachers, other than the Teachers' Education Association of Union, as long as said Association retains organizational recognition status.

ARTICLE 2

DEFINITIONS

In the construction of the following individual articles of agreement, words and phrases shall be construed according to the commonly approved usage of the language; and technical words and phrases such as have acquired a peculiar and appropriate meaning in education shall be construed and understood accordingly.

As used in this Agreement, the following terms shall have the respective meaning as set forth below:

1. "Board" - the Board of Education of the Town of Union, Connecticut.
2. "Superintendent" - the Superintendent of Schools for the Town of Union, Connecticut or his designee.
3. "Association" - the Teachers' Education Association of Union.
4. "Teacher" - all personnel as defined in Article 1, Recognition.
5. "Teacher's Initial Contract" - that contract issued each new teacher verifying employment in the Union school system. The initial contract shall be in the form of a letter of appointment stating that the teacher has been appointed to a certified teaching position in the Union school system.
6. "Teacher's Annual Salary Notice" - the yearly salary notice issued each year at the conclusion of negotiations to each teacher denoting his/her placement on the negotiated salary schedule and the method of payment thereof.
7. "Teaching Period" - teaching periods are those periods in which a teacher is actively involved with the pupil in the act of teaching and has participated in the planning of the instruction to be conducted.
8. "Preparation Period" - preparation periods are those periods in which the teacher is involved in the preparation of classroom materials and plans and in general free to utilize the allotted time for his/her individual determination.

ARTICLE 3

GRIEVANCE PROCEDURE

A. Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may arise affecting the welfare or working conditions of teachers. Both parties agree that proceedings shall be kept as confidential as is appropriate.

B. Definitions

1. "Grievance" shall mean a claim based upon an event or condition which affects the welfare or conditions of employment of a teacher or group of teachers, and/or a dispute arising from the interpretation or application of the language of this Agreement or an alleged breach thereof.
 - a. A grievance which is an alleged breach of a specific term or terms of this Agreement may be pursued through Level Four of the grievance procedure outlined below.
 - b. A grievance may only be pursued to and including Level Three of the grievance procedure outlined below for a claim based upon an event or condition which affects the welfare or conditions of employment of a teacher or a group of teachers.
2. "Teacher" shall mean any member of the unit as defined in Article 1, Recognition.
3. "Party in Interest" shall mean the person or persons making the claim, including their designated representative as provided for herein, and any person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
4. "Days" shall mean days when school is in session or during summer vacation, work days.

C. Time Limits

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limits specified may, however, be extended by written agreement of the parties in interest.
2. If a teacher does not file a grievance in writing within twenty (20) days after he/she knew or should have known of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived.
3. Failure by the aggrieved teacher at any level to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.

4. Failure by any administrator or the Board to render his/their decision within the specified time limits shall be deemed to be acceptance of the grievance submitted and agreement with the "action" requested.

D. Informal Procedures

1. If a teacher feels that he/she may have a grievance, he/she may first discuss the matter with the building principal or appropriate administrator in an effort to resolve the problem informally.
2. If the teacher is not satisfied with such disposition of matter, he/she shall have the right to have the Association assist him/her in further efforts to resolve the problem informally with the building principal or appropriate administrator.
3. The building principal or appropriate administrator shall, within seven (7) days of the meeting with the aggrieved teacher, give a written answer with a copy to the President of the Association.

E. Formal Procedure

1. Level One – Building Principal

- a. If the aggrieved teacher is not satisfied with the disposition of his/her grievance at the informal level of the procedure he/she may, within five (5) days after the decision, file his/her written grievance with the building principal.
- b. The building principal shall, within five (5) days after receipt of the referral, meet with the aggrieved teacher and with representatives of the Association for the purpose of resolving the grievance.
- c. The building principal shall, within seven (7) days after the hearing, render his decision and the reasons therefore in writing to the aggrieved teacher, with a copy to the President of the Association.

2. Level Two – Superintendent of Schools

- a. If the aggrieved teacher is not satisfied with the disposition of his/her grievance at Level One, he/she may, within five (5) days after the decision, file his/her written grievance with the Superintendent of Schools.
- b. The Superintendent shall, within five (5) days after receipt of the referral, meet with the aggrieved teacher and with representatives of the Association for the purpose of resolving the grievance.
- c. The Superintendent shall, within seven (7) days after the meeting, render his/her decision and the reasons therefore in writing to the aggrieved teacher, with a copy to the President of the Association.

3. Level Three - Board of Education

- a. If the aggrieved teacher is not satisfied with the disposition of his/her grievance at Level Two, he/she may within five (5) days after the decision, file the grievance again with the Association for referral to the Board of Education within five (5) days.
- b. The Board of Education or committee thereof shall, within ten (10) days after receipt of the appeal, meet with the aggrieved teacher and with the representative of Association for the purpose of resolving the grievance.
- c. The Board of Education or committee thereof shall, within ten (10) days after such hearing, render its decision and the reasons therefore in writing to the aggrieved teacher, with a copy to the President of the Association.

4. Level Four - Arbitration

- a. If the aggrieved teacher is not satisfied with the disposition of his/her grievance at Level Three, he/she may within five (5) days after the decision request in writing to the President of the Association that his/her grievance be submitted to arbitration.
- b. The Association may, in its sole discretion, within five (5) days after receipt of such request, submit the grievance to arbitration by notifying the Board in writing.
- c. The grievance shall be submitted to the American Dispute Resolution Center (ADRC) for arbitration in accordance with their administrative procedures, practices, and rules.
- d. The arbitrator selected shall confer promptly with representatives of the Board and the Association, shall review the record of prior proceedings, and shall hold such hearings with the aggrieved teacher and other parties in interest, as he/she shall deem requisite.
- e. The arbitrator shall render his/her decisions in writing to all parties in interest, setting forth his/her findings of fact, reasoning, and conclusions on the issue submitted. The decision of the arbitrator shall be final and binding upon all parties in interest.
- f. The costs for the services of the arbitrator shall be borne equally by the Board and the Association.

F. Rights of Teachers to Representation

1. No reprisals of any kind shall be taken by either party or by any member of the administration against any participant in the grievance procedure by reason of such participation.
2. Any party in interest may be represented at any level of the grievance procedure by a person of his/her own choosing, except that he/she may not be represented by a representative or by an officer of any teacher organization other than the Association. When a teacher is not represented by the Association, the Association shall be immediately notified and have the right to be present and to state its views at all stages of the procedure.

3. The Association may, if it so desires, call upon the professional services of the Connecticut Education Association for consultation and assistance at any stage of the procedure.

G. Miscellaneous

1. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants. Nothing herein shall be deemed to eliminate the Board's responsibility to maintain records consistent with law, including but not limited to the Freedom of Information Act.
2. Forms for the filing and processing of grievances and other necessary documents shall be prepared by the Association and made available through the Association so as to facilitate operation of the grievance procedure.
3. If the grievance occurs as the result of an action of other than the teacher's immediate superior or affects a group or class of teachers the grievance may be processed immediately at the level at which it occurs.

ARTICLE 4

SALARY PAYMENT

- A. The salaries of all teachers covered by this Agreement are set forth in the Appendices which are attached hereto and made a part of this Agreement.
- B. All teachers shall have the option of being paid bi-weekly on Fridays, on either:
 1. Ten-Month Basis
 2. Twelve-Month Basis

Payments made on a twelve-month basis shall be paid after the commencement of the school year through June, with remaining payments included in the final paycheck in June.
- C. If a scheduled payday falls during a vacation period, teachers shall be paid the day prior to vacation.
- D. If termination of employment comes prior to the end of the regular school year, each teacher's pay will be pro-rated on the basis of days taught.
- E. Payment shall be made by direct deposit to the financial institution of the teacher's choice, provided, however, that the teacher shall receive a paystub evidencing such payment.

ARTICLE 5

DEGREE DEFINITIONS

The Salary Schedules listed in the Appendices of this Agreement shall be interpreted and applied in accordance with the following definitions:

Bachelor	A baccalaureate degree earned at an accredited college or university.
+15	Completion of fifteen (15) credits beyond the Bachelor's Degree in a program approved by an accredited college or university relevant to education.
Master	A master's degree earned at an accredited college or university; or the completion of thirty (30) credits beyond the bachelor's degree in a program approved by an accredited college or university relevant to education.
Sixth-Year	A second master's degree in a discipline other than the discipline in which the initial master's degree was attained; or the completion of thirty (30) credits beyond the master's degree in a program approved by an accredited college or university relevant to education; or a "Sixth-Year Certificate" from an accredited college or university.

ARTICLE 6

PLACEMENT ON THE SALARY SCHEDULE

All teachers shall be placed on the appropriate step in the salary schedule, taking into consideration the following:

1. Degree status as defined under "Degree Definitions" article.
2. Credit for teaching experience in public, private and military dependent schools, provided that such experience shall have been continuous service of at least one-half of a school year. Intermittent or short term substitute service will not be credited as previous teaching experience.
3. Credit for teaching service in the Peace Corps or Vista.
4. No credit for active service in the Armed Forces shall be given after June 30, 1986.
5. Degree changes including half increments between degree steps will be paid to teachers submitting written evidence of such changes to the Superintendent by August 15th, to become effective the first pay period of the year, or within five (5) days of receipt of final grade from the college/university to become effective the second pay period of the year.
6. Newly hired teachers may not be placed on a step higher than any incumbent teacher with the same degree (credits) and experience status.

ARTICLE 7

INSURANCE BENEFITS

A. The Board shall provide the following insurance coverage at its expense, for each teacher and dependents if requested. The Board's contribution shall be limited to that percentage of the teacher's full time equivalency. Coverage shall include:

1. Life Insurance - Term life insurance equal to \$75,000.
2. The Connecticut Partnership Plan, United Healthcare (POS). The benefits are outlined in Appendix B and shall include:

In Network:

Deductibles:

- \$15 Outpatient Physician Visits (office visit co-pay)
- \$0 hospital co-pay (per admission)
- \$0 outpatient surgical co-pay (per visit)
- \$35 emergency room (waived if admitted)
- \$0 high cost diagnostic testing co-pay co-pay (per visit)
- \$15 urgent care co-pay (per visit)

3. Dental

Teachers may select from a choice of CT Partnership dental plans as identified in Appendix B.

B. The Board shall provide full individual or family health and dental coverage as set forth in Article 11 and Appendix B. Teachers responsibility for premium share will be as follows:

2013-2016 13%

C. Having successfully performed his/her contract obligation to the school, a teacher who resigns to accept a new position after July 1 is entitled to appropriate fringe benefits through August 31.

D. The Board shall implement and maintain a Section 125 pre-tax wage deduction plan in accordance with applicable provisions of Section 125 of the Internal Revenue Code (and in accordance with any amendments to said provisions) so long as said provisions allow for such a plan. Said plan will be designed to permit exclusion from taxable income of the employees' share of health insurance premiums and for allowable medical expenses and dependent care expenses, pursuant to IRS regulations for those employees who complete and sign the appropriate wage deduction form. The Board 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 the employee insurance premium contributions, allowable medical expenses and dependent care. Neither the Association nor any employee covered by this agreement shall make any claim or demand nor maintain any action against the school district or any of its members or agents for taxes, penalties, interests or other costs or loss arising from the use of the wage deduction form or from a change in law that may reduce or eliminate the employee tax

benefits to be derived from this plan. Further, the parties agree that the health insurance benefits and the administration of those benefits shall continue to be governed by the collective bargaining agreement and the carrier's insurance plan.

- E. The Board reserves the right to provide the coverage above through an alternative carrier, including self-insurance with an experienced third-party administrator provided that the Board shall provide certification that the proposed carrier is substantially equivalent to or exceeds the existing carrier in benefits, coverage, and administration. The Association shall be notified and have the opportunity for input into any proposed change of carrier. The Association shall have 30 days to review the proposed change of carrier. Any disagreement that the proposed change of carrier will provide substantially equivalent benefits, coverage, and administration to those currently in place shall be resolved through the grievance procedure at the arbitration level before an impartial arbitrator with expertise in insurance matters prior to its implementation.

ARTICLE 8

PAYROLL DEDUCTIONS

- A. In addition to those payroll deductions required by law, the following agencies are eligible for payroll deductions. Requests for deductions must be in writing.
- B. The list of approved deductions is as follows:
 - 1. Teachers' Education Association of Union
 - 2. Connecticut Education Association
 - 3. National Education Association
 - 4. Tax Sheltered Annuity Plans
 - 5. United Fund
 - 6. Credit Union
 - 7. Insurance

ARTICLE 9

PROTECTION OF TEACHERS

- A. Teachers shall report immediately in writing to the Administrative Council and/or Superintendent all cases of assault suffered by them in connection with their employment.

- B. Such report shall be forwarded through the Superintendent to the Board which shall comply with any request from the teacher for information in its possession not privileged under law which relates to the incident or the persons involved.

ARTICLE 10

PERSONAL INJURY BENEFITS

Whenever a teacher is absent from school as a result of personal injury caused by an accident arising out of and in the course of his/her employment, he/she shall be paid his/her full salary (less the amount of any working compensation award made for temporary disability due to said injury) for the extent of available sick days accumulated by the teacher. Charges against sick days shall be pro-rated according to workers' compensation benefits.

ARTICLE 11

REDUCTION IN FORCE

- A. General - It is recognized that, under the Connecticut General Statutes, the Board of Education has the sole and exclusive prerogative to eliminate or reduce certified staff positions. It also has the responsibility to maintain good schools and to implement the educational interest of the state. The Board of Education recognizes that it may become necessary to eliminate or reduce certified staff positions in certain circumstances. This procedure provides a fair and orderly process should such reductions become necessary.
- B. Procedure - The order of reduction designed to preserve the concept of seniority, shall be as follows:
1. Volunteer retirements and terminations
 2. Non-tenure teachers
 3. Tenure teachers
 - a. Total contractual experience in the system
 - b. Degree Status
- C. Recall Procedure -
1. Those released last, recalled first.
 2. Separation of a teacher under the staff reduction plan shall not, during the recall period of three (3) years, affect accumulated sick leave, eligibility for placement on the salary schedule, except the time of unemployment shall not be credited for salary schedule advancement or reappointment.

3. Notice of consideration for recall shall be in writing (or electronic mail) to the teacher next eligible for recall. Notice shall be sent to the last known address and ten (10) days shall be allowed for a response. A copy of the notice shall be sent to the President of the Association.

ARTICLE 12

TUITION REIMBURSEMENT PROGRAM

- A. The Board will budget a minimum of \$6,000 in each fiscal year in support of a tuition reimbursement program, as set forth below. Fifty (50) percent of the fund shall be available from July 1 through December 31, and the remaining fifty (50) percent available January 1 through June 30.
- B. Partial reimbursement of tuition for job-related educational training taken outside of regularly scheduled school hours is permitted under the following conditions:
 1. The course or workshops must be verified by the Superintendent and result in increased knowledge and skills.
 2. There is a reasonable expectation that the Union Elementary School will benefit from participation in the program.
 3. Reimbursement will be considered only if the Superintendent approves the course or workshop and proof is provided that the course or workshop is job-related and of value to the employee and the Union Elementary School. Electives that are part of a degree program are eligible for reimbursement with the Superintendent's approval.
- C. Partial reimbursement is limited to the cost of a maximum of six credits per semester, and no more than the cost of a maximum of nine credits per fiscal year. Employees will be reimbursed according to the following:
 1. A course taken as part of a degree or certificate program will be reimbursed a maximum of fifty (50) percent of the cost of tuition and service fees.
 2. Workshops will be reimbursed to a maximum of fifty (50) percent of costs.
 3. If the Superintendent notifies the Board of Education in writing that he/she requires the applicant to take a course or workshops, the Union Board of Education will reimburse the employee for one hundred (100) percent of the fees. The Superintendent's letter must accompany the application.
- D. Fees for registration, insurance, health or bookstore services, breakage, textbooks and the like are not reimbursable.
- E. Applications will be processed on a first-come first-served basis until the funds are expended. Employees may submit completed applications before registering. Any changes or corrections to the original application (withdrawals, course changes, etc.) must be reported to the Superintendent. The following procedures will apply:

1. Obtain and complete the appropriate form.
2. Indicate the exact per-credit cost of each course or cost of workshop. If actual costs vary from the original application, a letter of explanation must be sent to the Superintendent with the necessary documentation.
3. Completed applications must be forwarded to the Superintendent at least one week prior to the start of classes.
4. Following completion of the course the applicant must submit a college grade report and a copy of the paid fee receipt to the Superintendent within thirty (30) days of course completion. (An applicant may be reimbursed only if he/she is still employed when the course is completed.) If a grade report is unavailable, applicants may submit a letter from the instructor indicating successful completion of the course. The teacher must receive at least a "B" or comparable grade in order to be eligible for reimbursement
5. Failure to provide the required documentation within the time limitations constitutes a waiver of eligibility for reimbursement.

ARTICLE 13

AGENCY SHOP

A. Conditions of Continued Employment

All teachers employed by the Union Board of Education shall, as a condition of continued employment, join the Association or pay a service fee to the Association. Said service fee shall be equal to the proportion of Association dues uniformly required of members that are actually used to underwrite the cost of collective bargaining, contract administration and grievance adjustment.

B. Deductions

The Union Board of Education agrees to deduct from each teacher an amount equal to the Association membership dues or service fee by means of payroll deductions. The amount of the deduction from each paycheck shall be equal to the total Association membership dues or service fee divided by the number of paychecks from and including the first paycheck in September through and including the last paycheck in June. The amount of Association membership dues and service fees will be certified by the Association to the Board of Education prior to the opening of school each year.

C. Subsequent Employment

Those teachers whose employment commences after the start of the school year shall pay a pro-rated amount equal to the percentage of the remaining school year.

D. Forwarding of Monies

The Board of Education agrees to forward to the Association bi-weekly a check for the amount of money deducted during that period. The Board shall include a list of teachers for whom such deductions were made.

E. Save Harmless

The Association shall indemnify and save the Board harmless against all claims, demands, suits or other forms of liability which may arise out of any deduction or any other action taken by the Board pursuant to this article, including payment of reasonable attorney's fee incurred by the Board related to this article of the contract. Said attorney shall be mutually agreed upon by both parties. Any attorney's fee incurred prior to agree upon attorney shall be borne by the party incurring the expense.

F. Association

The singular reference to the "Association" in this article shall be interpreted as referring to the Teachers' Education Association of Union, the Connecticut Education Association and the National Education Association.

ARTICLE 14

EMPLOYMENT YEAR

- A. The work year of teachers shall be 185 days and begin one (1) day prior to the opening of school and include up to three (3) in-service days, and one day immediately following the close of school.
- B. Teachers shall have all holidays and school vacations as provided for in the adopted school calendar.
- C. The Board maintains the right to adjust the school calendar.

ARTICLE 15

WORK DAY AND MEETINGS

- A. All K-8 teachers shall be required to report fifteen (15) minutes prior to the opening of the school day and remain thirty (30) minutes after the school day. The teacher workday shall be seven (7) hours and thirty (30) minutes.
 - 1. School meetings may be held twice a month and will immediately precede or follow the student day, and shall be of no more than thirty (30) minutes duration.
 - 2. At least one (1) week notice shall be provided for meetings unless there is an emergency/crisis.

B. Evening Meetings

1. Staff attendance shall be required at the following evening activities: Conference Night, Christmas Program, Spring Program. Attendance at additional evening meetings or activities shall be voluntary. Attendance by part-time staff working less than half-time will not be required unless they are involved in the program.

C Teachers shall receive a minimum of two (2) hours of release time for universal screenings three (3) times a year for a minimum of six (6) hours of release time a year. Said release time shall be made available prior to the data collection review dates.

D. Preparation periods are those periods in which a teacher prepares classroom materials and lesson plans. Staff personnel shall have daily preparation time during the student day. There shall be a minimum of 160 minutes of preparation time per week.

ARTICLE 16

DUTY-FREE LUNCH

A. All teachers shall have an uninterrupted duty-free lunch period of at least the same duration as that of the students.

B. Teachers are free to leave the school during their lunch period.

1. Any teacher who leaves the school pursuant to this article shall not be deemed to be acting as an agent nor as a representative of the Board of Education in any capacity or scope of employment.

2. Teachers who leave the school pursuant to this article shall personally sign out in the office.

ARTICLE 17

RELIEF FROM NON-TEACHING DUTIES

A. The Board and the Association agree that a teacher's primary responsibility is to teach and that his/her energy should be utilized to this end. Therefore, the Board shall relieve teachers of clerical functions and activities which are not associated with their classroom and which do not require the exercise of professional judgment.

ARTICLE 18

EVALUATION PROVISIONS

- A. Teachers shall be given a copy of any evaluation report prepared by their evaluator during the course of their employment, and shall have a right to discuss such report with their evaluator. If the teacher disagrees with the evaluation, he/she may submit a written response which shall be attached to the copy of the evaluation in question.

- B. No material originating after original employment shall be placed in a teacher's personnel file unless the teacher has been notified and has had an opportunity to review the material. The teacher may submit a written notation regarding any material, and the same shall be attached to the file copy of the material in question. If the teacher believes that material to be placed in his/her file is inappropriate or in error, he/she may receive adjustment through the grievance procedure, whereupon the material shall be corrected or expunged from the file. If the teacher is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material. In no case shall any anonymous and/or unsubstantiated complaint be placed in any teacher's file. The foregoing provision does not apply to evaluation material. Nothing herein shall be deemed to eliminate the Board's responsibility to maintain records consistent with law, including, but not limited to, the Freedom of Information Act.

- C. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, denied an increment, suspended, or deprived of any professional advantage without reasonable and just cause, or without due process. However, the exclusive remedies for non-renewal of contract or termination of employment shall be pursuant to state statute. If a teacher is to be formally disciplined, reprimanded or otherwise deprived of any professional advantage by the Board or its agents, he/she shall receive at least twenty-four (24) hours advance notice except in circumstances when immediate discipline is required, and shall be entitled to receive a statement of reasons in writing and to have a representative of the Association present.

ARTICLE 19

LEAVES

In the event a teacher finds it necessary to be absent from school under the leave provisions below, he/she shall not be responsible for procuring his/her own substitute for any portion of the leave period.

A. Sick Leave

- 1. Teachers shall be entitled to sick leave with full pay up to fifteen (15) working days each year. Unused sick leave shall be accumulated from year to year, to a maximum of the number of days in the work year of teachers. Teachers working less than five (5) days per week will have sick time prorated (e.g., teachers working one day a week will have three (3) sick days per year; accumulated

from year to year to a maximum of thirty-six (36) days.) Teachers working two (2) days per week will have six (6) sick days per year, accumulated from year to year to a maximum of seventy-two (72) days.

2. Each person shall be notified in writing, of his/her accumulated sick leave at the beginning of the school year.
3. The Board reserves the right to have a teacher submit written documentation from a qualified physician for all sick days in excess of five (5) consecutive days of absence.
4. The superintendent may allow additional days of sick leave with or without pay.

B. Personal Leave

1. Up to four (4) bereavement days, non-accumulative, shall be granted for a death in the family.
2. Up to four (4) personal days will be provided for the following:
 - a. Bereavement Days
 - b. Personal Obligations which cannot be conducted outside of school hours.
 - c. Such other obligations that are judged by the Administration to be within the intent of this Agreement.

Unused personal leave shall be accumulated from year to year up to a maximum of nine (9) personal leave days.

3. Up to fifteen (15) days per year of the teacher's annual sick leave may be used to care for an ill member of the teacher's immediate family. For the purposes of this specific article, immediate family shall be defined as spouse, guardian or conservator, child or parent. Additional days of leave for family illness may be granted at the discretion of the Board, the rate of deduction shall be the cost of a substitute teacher.
4. For all other requests for personal leave, which may be granted at the discretion of the Board, the rate of deduction shall be the per diem cost.
5. Teachers working less than five (5) days per week will have personal time prorated (e.g., teachers working one (1) day a week will have one (1) bereavement day and one (1) personal day per year. Teachers working two days per week will have two (2) bereavement days and two (2) personal days per year.) A day will consist of the hours regularly worked for the day.

C. Professional Leave

- A. When it is evident that convention or conference attendance or the observation of an activity in another school system will contribute to the effectiveness of the instructional program, the

Superintendent may grant professional leaves, or permission to observe an activity in another school system to teachers without loss of pay.

- B. Leaves of absence may be granted for a period of one (1) school year to teachers with tenure who wish to enroll in programs of study.

No salary shall be paid during this time. However, he/she shall maintain tenure, self pay insurance benefits, accumulated sick leave and all other accrued benefits provided in this contract.

A teacher upon return from Professional Leave, shall be restored to his/her former position if available, or any other available position for which he/she is qualified, and shall be continued at the same position on the salary schedule as if he/she had taught in the district during such period.

D. Jury Duty

Any teacher who is called for jury duty shall receive the necessary leave to fulfill this legal obligation. This leave shall not be deducted from sick leave or from personal days. The staff member shall receive a rate of pay equal to the difference between the professional salary and the jury fee.

E. Parenthood Leave

1. Any certified professional employee shall be entitled, upon written request submitted to the Superintendent of schools, to an extended leave without pay for purposes of childrearing, apart from any period of childbirth disability leave with pay. Such employee shall be entitled to such leave for any school year, or reasonably requested portion thereof, in which the child is born, adopted, or fostered, and for one additional school year if requested by the employee.
2. Childrearing leave, like other extended leaves, shall be subject to the following provisions:
 - a. Employees requesting leave shall submit not less than thirty (30) days written notice of the anticipated date of ending performance of duties.
 - b. All insurance and other employee fringe benefits shall continue in effect, and the employee shall pay such premiums.

ARTICLE 20

TEACHING ASSIGNMENTS

- A. Teachers initially employed by the Board shall receive their grade and/or subject assignments from the Superintendent's office.
- B. Teachers already in the system shall receive notification of their grade assignment for the ensuing school year prior to the close of the current school year and shall receive notification of the schedule of the ensuing school year by August 1 of the current school year.

- C. Teachers shall be notified in writing of any changes in their grade assignments and/or subjects that they will teach (as may be applicable) for the ensuing school year, the grades and/or subjects that they will teach (as may be applicable), and any special or unusual classes or assignments that they will have prior to the end of each school year. In the event of a change in circumstances or conditions during the summer months (resignations, death, promotion and leave of absence), such assignments may be changed only as required thereby, with prompt notice in writing to both the teacher and the Association and after a meeting with the affected teacher
- D. 1. The faculty will be advised of new positions or vacancies prior to these positions and vacancies being made available to outside parties. During the summer break, written (or electronic) notification shall be sent to all teachers.
2. In the determination of all transfers for which a vacancy exists seniority in the system will be the determining factor where experience in the grade level or subject matter and degree level among applicants is equal.
- E. Teacher assignments shall be made without regard to age, race, creed, color, religion, nationality, sex or marital status. Violations of this provision shall be brought before the appropriate state agency and shall not be subject to the grievance procedure of this contract.
- F. In the determination of assignments, the convenience and wishes of the teacher shall be honored to the extent that these considerations do not conflict with the instructional requirements and best interests of the school system and the pupils.
- G. Any individual pre-K through fourth grade teacher shall be responsible for the instruction of no more than two (2) consecutive grades. Should a teacher be assigned to teach any fifth grade through eighth grade classes then the teacher shall teach exclusively within fifth through eighth and not Pre-K through fourth grade classes with the following exception:

If there is a need to accommodate students for SRBI, a teacher may teach at an alternative grade level (i.e., seventh grade and first grade) as long as administration and the teacher mutually agree and instruction in one of the grade levels is no more than 45 minutes per day. If an instructional situation arises, not covered in the above language, a mutually agreed upon resolution between administration and staff will occur.

ARTICLE 21

GENERAL PROVISIONS

- A. There shall be no reprisals of any kind taken against any teacher by reason of his/her membership or non-membership in a professional organization or participation or non-participation in its activities. Violations of this provision are not subject to the grievance procedure of this contract.
- B. All provisions of this Agreement shall apply equally to all teachers, without discrimination in regard to age, race, creed, color, religion, nationality, sex or marital status. Violations of this provision shall be brought to the appropriate state agency and are not subject to the grievance procedure of this contract.

- C. The Board shall, at its expense, provide each teacher with a complete text of this Agreement or any Successor Agreement.
- D. The Board shall make available a complete and updated copy of Board Policies. A copy of such policies shall be located in the office.

ARTICLE 22

AMENDMENT

This Agreement shall not be altered, amended, or changed except in writing, signed by both the Board and the Association, which amendment shall be appended hereto and become a part hereof.

ARTICLE 23

SEVERABILITY

In the event that any provision or portion of this Agreement is ultimately ruled invalid for any reason by an authority of established and competent legal jurisdiction, the balance and remainder of this Agreement shall remain in full force and effect.

ARTICLE 24

ASSOCIATION RIGHTS

- A. The Board shall take no action in violation of, or inconsistent with, any provisions of this contract. Any violations of the terms of this contract by the Board and the Board's refusal to submit such violation to all provisions of the Grievance Procedure as noted in this contract, and to abide by the results thereof, shall be considered a breach of contract by the Board and shall allow any teacher to terminate his/her contract any time thereafter without penalty. This remedy in no way limits the use of any further remedy by individual teachers or the Association.
- B. The Board shall make available to the Association upon request any and all information, statistics and records which the Association may deem relevant to negotiations, or necessary for the proper administration or enforcement of this contract.
- C. The Superintendent shall meet with the Association to discuss matters of educational policy and development as well as matters relating to the implementation of this contract at the Association's request.

ARTICLE 25

ASSOCIATION USE OF SCHOOL FACILITIES

- A. The Association will have the right to use school buildings without cost at reasonable times for meetings, provided however, that the Association will be required to pay for any additional custodial costs involved by reason of said meetings.
- B. There will be one (1) bulletin board in the school building, which will be placed in the faculty lounge, for the purpose of displaying notices, circulars, and other Association material.
- C. Association to be provided with copies of minutes of all official Board meetings. A copy of the agenda of said Board meetings will be given to the Association prior to any official Board meeting.

ARTICLE 26

MANAGEMENT RIGHTS

- A. It is recognized that the Union Board of Education has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the public schools in the Town of Union in all its aspects as delineated in the statutes of the State of Connecticut.
- B. These rights, responsibilities and prerogatives are not subject to delegation in whole or in part; however, the same shall not be exercised in any manner inconsistent with, or in violation of, any specific terms and provisions of this Agreement or in violation of law. No action taken by the Board with respect to those rights, responsibilities and prerogatives (other than those pursuant to specific provisions contained herein), shall be subject to the grievance arbitration provisions of this Agreement, but shall continue to be subject to the grievance procedure through the Board level.

ARTICLE 27

ART, MUSIC AND PHYSICAL EDUCATION

Art, Music and Physical Education shall be taught by teachers certified in those curriculum areas and shall not be the responsibility of classroom teachers.

ARTICLE 28

CURRICULUM REVISION

- A. Upon approval of the Board of Education for curriculum work, the following standards will apply for any teacher who participates in the writing, rewriting, and/or revising of curriculum:

1. Extensive writing or rewriting of a curriculum area including major revision or writing objectives for additional topics may occur during the school year by providing release time from classroom responsibilities for committee members.
 2. Revision of an existing curriculum with minor changes or additions based upon teacher suggestions from the implementation process; or writing and/or keying standardized tests to curriculum; or creating scope and sequence from existing curriculum; or devising management systems; or adding a resource column to existing curriculum; or adding topics shall be provided release time from the classroom.
- B. Upon completion, a draft will be submitted to the Superintendent for approval. Final preparation of the document will be the responsibility of the Superintendent.

ARTICLE 29

EXTRA DUTY

- A. Any teacher who volunteers to provide any of the following services shall be compensated at the following rates:

	13-14	14-15	15-16
<u>Tutoring</u> (Homebound & PPT Recommendation)	\$29.83/hour	\$30.43/hour	\$30.90/hour
<u>Mentoring</u> (Per Mentee)	\$500	\$500	\$500
7th Grade Advisor	\$400	Increase by whatever the raise % will be	Increase by whatever the raise % will be
8 th Grade Advisor	\$700	Increase by whatever the raise % will be	Increase by whatever the raise % will be
Homework Club	\$41.73/hour	\$42.56/hour	\$43.22/hour

The 7th Grade and 8th Grade Advisor positions and any Mentor teacher shall receive one half of the stipend payment before the December recess. The remaining half of the payment shall be made at the end of the school year. Tutoring and Homework Club shall continued to be paid on a bi-weekly schedule.

The above positions shall be posted yearly or as they occur during the school year.

ARTICLE 30

DURATION

The provisions of this Agreement shall be effective as of July 1, 2013 and shall continue and remain in full force and effect to and including June 30, 2016.

In witness whereof, the parties hereunto have caused these presents to be executed by their proper officers, hereunto duly authorized, and their seals affixed hereto as of the date and year written above.

Union Board of Education

By Andrea McEster Date: 10/24/12

Teachers' Education Association of Union

By M. J. H. H. Date: 10/25/12

APPENDIX A-1

UNION SALARY SCHEDULE

2013-2014 Salary Schedule

	BA	BA+15	MA	6TH YR
Step				
1	41,571	42,109	43,383	45,167
2	43,403	44,089	45,437	47,256
3	45,320	46,162	47,610	49,445
4	47,326	48,339	49,890	51,746
5	49,423	50,626	52,285	54,151
6	51,610	53,019	54,797	56,674
7	53,907	55,539	57,438	59,321
8	56,307	58,177	60,212	62,100
9	58,815	60,949	63,121	65,009
10	61,438	63,855	66,176	68,055
11	66,967	69,664	72,186	73,982

APPENDIX A-2

UNION SALARY SCHEDULE

2014-2015 Salary Schedule

	BA	BA+15	MA	6TH YR
Step				
1	42,402	42,951	44,251	46,071
2	44,271	44,970	46,346	48,201
3	46,226	47,085	48,562	50,434
4	48,272	49,306	50,888	52,781
5	50,411	51,639	53,331	55,234
6	52,643	54,080	55,892	57,807
7	54,985	56,649	58,587	60,507
8	57,433	59,341	61,417	63,342
9	59,992	62,168	64,383	66,309
10	62,667	65,132	67,499	69,416
11	68,307	71,057	73,630	75,461

There shall be no step movement for those teachers who are not on step 11.

APPENDIX A-3

UNION SALARY SCHEDULE

2015-2016 Salary Schedule

	BA	BA+15	MA	6TH YR
Step				
1	43,055	43,612	44,933	46,780
2	44,953	45,663	47,059	48,944
3	46,938	47,810	49,310	51,211
4	49,016	50,065	51,671	53,594
5	51,188	52,434	54,152	56,084
6	53,453	54,913	56,753	58,697
7	55,832	57,522	59,489	61,439
8	58,317	60,255	62,362	64,318
9	60,916	63,125	65,375	67,330
10	63,632	66,135	68,539	70,485
11	69,359	72,152	74,764	76,623

APPENDIX B



State of Connecticut
CT Partnership Plan

Medical Benefit Summary

Administered by UnitedHealthcare

IN NETWORK

CT Partnership Plan w/Health Enhancement Program

Deductible	Not applicable*
Coinsurance	Not applicable
Max Out-of-Pocket Limit	Not applicable
Medical Office Visit	\$15 Co-pay
Specialist Office Visit	\$15 Co-pay
Vision Exams (one per calendar year)	\$15 Co-pay
Inpatient Hospital	\$0 Co-pay
Outpatient Surgical	\$0 Co-pay
Emergency Room	\$35 Co-pay (waived if admitted)
Urgent Care	\$15 Co-pay
Walk In	\$15 Co-pay
Lab/ X-Ray	\$0 Co-pay
High Cost Radiological & Diagnostic Tests	\$0 Co-pay
MRI, MRA, CAT, CTA, PET and SPELT scans (Prior authorization required)	\$0 Co-pay

PREVENTIVE SERVICES

Primary Care (Adult and Child Wellness Exams)	\$0 Co-pay
Gynecologist Wellness	\$0 Co-pay

PRESCRIPTION COVERAGE

	Maintenance Drugs	Non-Maintenance Drugs	HEP Chronic Condition Drugs
Mammogram		\$0 Co-pay	
Lifetime Maximum		Unlimited	
Generic	\$5.00	\$5.00	\$0.00
Preferred/Listed Brand Name	\$10.00	\$20.00	\$5.00
Non-Preferred/Non-Listed Brand Name	\$25.00	\$35.00	\$12.50
Annual Maximum		Unlimited	

OUT OF NETWORK

Annual Deductible	\$300 individual/\$900 family
Coinsurance	20% of allowable UCR charges
Max Out-of-Pocket Limit	\$2,300 individual/\$4,900 family
Lifetime Maximum	Unlimited

Waived for enrollees in Health Enhancement Program. Non-HEP Enrollees are subject to \$350 Ind./\$1,400 Family in-network deductible.

State of Connecticut
CT Partnership Plan



Dental Benefit Summary

Administered by UnitedHealthcare

	Unlimited Maximum Plan	\$1,000 Annual Maximum Plan	\$750 Annual Maximum Plan
	IN/OUT NETWORK	IN/OUT NETWORK	IN/OUT NETWORK
Annual Deductible	\$0	\$25 Individual/\$75 Family	\$0
Annual Maximum	None	\$1,000	\$750
Lifetime Orthodontia Max	N/A	\$1,500	N/A
Deductible waived			
Preventive	Yes	Yes	Yes
Basic	No	No	N/A
Major	No	No	N/A
PREVENTIVE			
X-Ray	100%	100%	100%
Cleanings	100%	100%	100%
Oral EXam	100%	100%	100%
Fluoride	80%	80%	100%
BASIC			
Fillings	80%	80%	0%
Endodontics	80%	80%	0%
Periodontics	50%	50%	0%
Simple Extractions	80%	80%	100%
MAJOR			
Crown	67%	50%	0%
Inlays	67%	50%	0%
Onlays	67%	50%	0%
Dentures (Repair Only)	80%	80%	0%
Bridges (Repair Only)	80%	80%	0%
Space Maintainers	67%	50%	100%
Oral Surgery	67%	50%	0%
ORTHODONTIA			
Braces (Adult and Child)	N/A	50%	N/A

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