

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN THE**

**HARTFORD BOARD OF EDUCATION**

**AND**

**LOCAL 566 OF COUNCIL 4**

**AMERICAN FEDERATION OF STATE, COUNTY**

**AND MUNICIPAL EMPLOYEES, AFL-CIO**

**JULY 1, 2012 - JUNE 30, 2018**

|  |    |
|--|----|
| ARTICLE I - RECOGNITION.....   | 4  |
| ARTICLE II - BOARD AND/OR SUPERINTENDENT PREROGATIVES .....          | 4  |
| ARTICLE III - UNION SECURITY .....                                   | 5  |
| ARTICLE IV - SENIORITY .....   | 6  |
| 4.2 (A) Transfers, Vacancies & Promotions .....                      | 7  |
| 4.2(A-3) Procedures for Promotional Testing .....                    | 11 |
| 4.3 (A) Layoffs .....  | 12 |
| ARTICLE V - HOURS OF WORK, OVERTIME AND HOLIDAY PREMIUM PAY ....     | 13 |
| 5.0 (A) Truck Drivers .....  | 13 |
| 5.0 (B) Shift schedules for Custodial staff .....                    | 13 |
| 5.0 (C) Maintenance Staff .....                                      | 14 |
| 5.0 (D) Food Service .....   | 14 |
| 5.0 (E) All Other Bargaining Unit Staff.....                         | 14 |
| 5.1 Time and one-half .....  | 14 |
| 5.2 Double time.....   | 15 |
| ARTICLE VI - HOLIDAYS.....   | 16 |
| ARTICLE VII - VACATIONS.....   | 16 |
| ARTICLE VIII - LEAVE PROVISIONS.....                                 | 18 |
| 8.2 (B) Injury Leave .....   | 19 |
| 8.2 (C) Military Leave.....  | 19 |
| 8.2 (D) Union Leave.....   | 20 |
| 8.2 (F) Personal Leave .....   | 20 |
| 8.2 (G) Personal Leave for Employees hired after March 30, 1984..... | 20 |
| 8.3 Leaves of Absence without Pay .....                              | 21 |
| ARTICLE IX - WAGES .....   | 21 |
| 9.5 (A) Mileage .....  | 22 |
| 9.6 Initial Salary Placement .....                                   | 23 |
| 9.7 Adjustment of Salaries .....                                     | 23 |
| 9.8 Computation of Salaries for Salary Deductions.....               | 23 |
| 9.10 Salary after Promotions.....                                    | 24 |
| 9.11 Overtime Pay .....  | 24 |
| 9.12 Food Service Employees.....                                     | 25 |
| ARTICLE X - RETIREMENT PLAN.....                                     | 26 |
| ARTICLE XI - LOSS COVERAGE.....                                      | 28 |
| ARTICLE XII - DISCIPLINARY PROCEDURES .....                          | 28 |
| ARTICLE XIII - PRIOR PRACTICE .....                                  | 29 |
| ARTICLE XIV - WORK YEAR .....  | 29 |
| 14.0 Cafeteria Workers & Custodians .....                            | 29 |
| ARTICLE XV - SAFETY AND HEALTH.....                                  | 29 |
| ARTICLE XVI - GRIEVANCE PROCEDURE .....                              | 29 |
| 16.0 (A) Definitions.....  | 29 |
| 16.0 (B) Procedure .....   | 29 |
| 16.0 (C) General Provisions .....                                    | 31 |
| ARTICLE XVII - NON-DISCRIMINATION CLAUSE.....                        | 32 |
| ARTICLE XVIII - SAVINGS CLAUSE.....                                  | 32 |
| ARTICLE XIX - PERSONNEL RECORDS.....                                 | 32 |
| 19.0 (A) Limitations on File.....                                    | 32 |

|  |    |
|--|----|
| 19.0 (B) Right to Review File .....                              | 32 |
| 19.0 (C) Right to Reply .....                                    | 33 |
| 19.0 (D) Right to Copy Material .....                            | 33 |
| ARTICLE XX - FRINGE BENEFITS .....                               | 33 |
| 20.2 (A) Blue Cross and Blue Shield .....                        | 35 |
| 20.2 (B) Major Medical.....                                      | 36 |
| 20.2 (C) Group Life.....   | 36 |
| 20.3 Coverage During Leaves.....                                 | 36 |
| ARTICLE XXI - MISCELLANEOUS.....                                 | 37 |
| 21.0 Emergency Closings and Dismissals With No Loss of Pay ..... | 37 |
| 21.4 (B) Reporting Absences .....                                | 40 |
| 21.5 (B) Special Allowances.....                                 | 41 |
| ARTICLE XXII - DURATION .....                                    | 43 |
| APPENDIX A - SALARY SCHEDULES .....                              | 44 |
| APPENDIX B - POSITIONS .....                                     | 44 |

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**AND**

**LOCAL 566 OF COUNCIL 4  
AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES, AFL-CIO**

This Agreement is by and between the Hartford Board of Education, hereinafter referred to as the “Board, and/or its successor” and Local 566 of Council 4, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the “Union.”

**ARTICLE I - RECOGNITION**

- 1.0 The Board recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining on matters relating to wages, hours of employment and other conditions of employment for all employees whose job titles are represented in Appendix B herein. Nothing herein shall be read to limit the Board from creating or eliminating positions.

**ARTICLE II - BOARD AND/OR SUPERINTENDENT PREROGATIVES**

- 2.0 (A) Unless it is specifically abridged by any provision of this Agreement, it is recognized that the Board and/or Superintendent 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 City of Hartford in all its aspects, including but not limited to, the following: to determine the type of work to be performed by employees and/or to establish subcontracts and/or continue existing subcontracts for said work, provided that this right shall not be used to eliminate or reduce the number of bargaining unit employees; to decide the methods, procedures and means of conducting the work; to select, hire, evaluate and demote employees’ to discharge or otherwise discipline any employee; to promote, transfer and layoff employees; to establish promotional tests and procedures; to decide the need for facilities; to determine the work year/work day; to establish or continue policies, practices, and procedures for the conduct of business and the management of operations, and from time to time to change or abolish such policies, practices or procedures.
- 2.0 (B) As used in this Agreement, the terms “Board of Education” or “Board” shall mean the Board or its designee. As used in this Agreement, the terms

“Superintendent of Schools” or “Superintendent” shall mean the Superintendent or his designee.

### **ARTICLE III - UNION SECURITY**

- 3.0 The Board agrees to deduct via payroll dues for all members of the bargaining unit, unless an individual member gives notice to the Director of Human Resources, in writing, that he or she wishes to have deducted the service fee only. Such deduction shall continue for the duration of this Agreement or by any extension thereof.
- 3.1 The Union shall indemnify and hold the Board and the City harmless against any and all claims, demands, liabilities, lawsuits, counsel fees, or any other costs or actions which may arise out of, or be by reason of, actions taken against the Board and/or the City as a result of the administration of the provisions of this section.
- 3.1 (A) The Board agrees to deduct from the pay of all its employees who authorize such deductions from their wages, such amounts as each individual employee wishes to contribute to the National PEOPLE Committee of AFSCME. It is understood that such contributions are voluntary and are not required as a condition of employment. Deductions shall be submitted monthly to the National PEOPLE Committee with a copy of the list of names and amounts to the Union President.
- 3.2 (A) Employees terminated during their probationary period as specified in Section 4.1 (A), may request an administrative hearing. Such appeal must be made in writing to the appropriate supervisor within five (5) days of the notice of termination. A hearing will be held within thirty (30) days of the receipt of the appeal. The Union shall be notified and allowed to participate in the hearing.
- 3.2 (B) Staff Changes
- The Union President will be notified, on a regular on-going basis, of all appointments and transfers. The Union President will be notified, on a confidential basis, of any suspensions or terminations.
- 3.3 (A) The Board agrees that there will be no lockout of any employee or employees during the life of this Agreement.
- 3.3 (B) The Union agrees that it will not engage in, condone, organize, or encourage any type of job action, strike, slow-down, or any action that will interfere with the daily operations of the school system.

- 3.4 At least one bulletin board shall be reserved at an accessible place in each school for the exclusive use of the Union for the posting of official Union notices or announcements.
- 3.5 The administration will provide each bargaining unit employee with a copy of this Agreement as soon as possible after the Agreement is signed. Both parties shall cooperate in having the Agreement printed as soon as possible and will share the expense equally.
- 3.6 The Union agrees that the participation of community groups within the schools is desirable. If a neighborhood group wants to do a beautification project within the schools, i.e. paint a mural, etc., the Union will do the surface preparation for these activities, if the project is one for which the Board determines that surface preparation is required.

#### **ARTICLE IV - SENIORITY**

- 4.0 The Office of Talent Management shall prepare a list of all bargaining unit employees showing their seniority. The list should be made available to the Union President upon request no more than once every six months. Upon appointment, new regular employees shall be added.
- 4.0 (A) Hartford Residency –  
Bargaining unit shall receive an additional year of service credit for seniority for purposes of layoff/recall for maintaining residency in Hartford.

In order to be eligible for the additional credit for Hartford residency, Hartford must be the member's primary residence. To demonstrate residency, the member must produce to the Chief Talent Officer, with a request for the residency seniority credit, any three of the following documents that show evidence of Hartford residency: utility bill, car insurance, lease, property tax bill, voter registration card, drivers' license. Such evidence must be provided upon request and/or on an annual basis. The Board may discontinue such residency seniority credit upon belief of fraud. Failure to communicate in writing regarding a change in residency or any deception regarding primary residence shall be viewed as insubordination/moral misconduct.

- 4.1 (A) New employees shall serve a probationary period of one hundred twenty (120) working days as Temporary Employees with no seniority during this period. All employees who have completed their probationary period in a satisfactory manner shall become regular employees; seniority shall be retroactive to the first day as a Temporary Employee provided there is a satisfactory evaluation. Pension deductions for temporary employees will begin on the first day of employment.

During the probationary period, layoff or discharge shall be at the discretion of the Superintendent. Temporary employees have hearing rights under

Section 3.2 (A) and are covered under each section of this Agreement except Sections XII and XVI.

4.1 (B) Regular employee is defined as one who has met basic qualifications for employment and has successfully completed his/her probationary period.

A Temporary Employee is a new employee who is serving his/her probationary period as defined in 4.1 (A).

4.2 (A) Transfers, Vacancies & Promotions

4.2(A-1) Transfers

1. Custodians in entry-level positions:

Custodians in entry-level positions who wish to transfer to another position in the same classification may file a “Request for Administrative Transfer” form with the Office of Human Resources for any vacancy within his/her classification. Such vacancies shall not be posted. Said form shall set forth the reasons for the requested change. The Superintendent or his or her designee may grant or deny the request in his/her sole discretion. The decision regarding such request shall be final, and shall not be subject to the grievance procedure. Each custodian in an entry-level position may only receive one voluntary transfer per school year. In order to be considered for a transfer, a custodian in an entry-level position must:

- a) be rated “average/meets requirements” or above on all categories of his or her most recent evaluation;
- b) have no more than seven authorized absences in the twelve (12) months immediately prior to the transfer request;
- c) have no unauthorized absences in the twelve (12) months immediately prior to the transfer request; and
- d) have no disciplinary actions in the twelve months immediately prior to the transfer request.

2. Custodial and Maintenance Employees in non-entry level positions:

Qualified employees in the same classification in which a vacancy exists may apply to transfer into a posted vacant position whenever a vacancy exists. If there is a qualified existing employee who applies for the vacancy in the same classification in which the vacancy exists, he or she shall receive the position and no further action shall be required prior to filling the position. Qualifications shall include:

- a) an “above-average/exceeds requirements” rating or above on all categories of the applicant’s most recent evaluation;
- b) no more than seven authorized absences in the twelve (12) months immediately prior to the transfer request;
- c) no unauthorized absences in the twelve (12) months immediately prior to the transfer request;
- d) no more than three instances of tardiness in the twelve (12) months immediately prior to the transfer request; and
- e) no disciplinary actions in the twelve (12) months immediately prior to the transfer request.

If more than one qualified employee, as defined above, applies for a vacancy, the applicant with the greater amount of seniority shall receive the position.

If no employee who is qualified, as defined in 4.2(A-1)(2)(a-d) above, applies for a lateral transfer into a vacant non-entry level custodial or maintenance position, the vacancy shall be filled by the promotional procedures described in section 4.2(A-2) below.

3. Cafeteria Employees in any position:

A) Vacancies that arise other than during June, July and August:

Except for the period from June 1 through September 1 of each year, cafeteria department vacancies will be posted and filled by those department members requesting a desired change and meeting the requirements of the position available. In order to be considered for a transfer, in addition to meeting the requirements of the position, an employee’s qualifications shall include:

- a) an “average/meets requirements” rating or above on all categories of his or her most recent evaluation;
- b) no more than seven authorized absences in the twelve (12) months immediately prior to the transfer request;
- c) no unauthorized absences in the twelve (12) months immediately prior to the transfer request; and,

- d) no disciplinary actions in the twelve (12) months immediately prior to the transfer request.

B) Filling Vacancies that arise during June, July and August:

Positions that become vacant on or after June 1 until the first day of the following school year shall not be posted. Such positions shall first be filled by using the following procedure: Cafeteria personnel who wish to transfer to another job within the same school or to another school must request to do so in writing to the Director of Food Services between June 1 and June 10. No request received after June 10 shall be accepted. The request shall include:

- a) Name of school (preference if any);
- b) Number of hours per day (minimum and/or maximum);
- c) Kind of job (first, second and third choice).

In order to be considered for a transfer, in addition to meeting the requirements of the position, an employee's qualifications shall include:

- a) an "average/meets requirements" rating or above on all categories of his or her most recent evaluation;
- b) have no more than seven authorized absences in the twelve (12) months immediately prior to the transfer request;
- c) no unauthorized absences in the twelve (12) months immediately prior to the transfer request;
- d) no more than three (3) instances of tardiness in the twelve (12) months immediately prior to the transfer request; and,
- e) no disciplinary actions in the twelve months immediately prior to the transfer request.

4.2(A-2) Promotional Custodial and Maintenance Positions

1. Filling of Vacancies by Promotion:

All non-entry level custodial and maintenance vacancies that are not filled by the procedure set forth in Section 4.2(A-1)(2) above shall be filled as described in Sections 4.2(A-2) and (A-3). All custodial and maintenance promotional vacancies will be filled first by employees who have applied in the posting process and who possess sufficient skills and abilities to perform the work with a minimum of training, and are qualified as defined below. Qualifications shall include:

- a) an "above-average/exceeds requirements" rating in all categories of the applicant's most recent evaluation;

- b) no more than seven (7) authorized absences in the twelve (12) months immediately prior to the application;
- c) no unauthorized absences in the twelve (12) months immediately prior to the application;
- d) no disciplinary actions in the twelve (12) months immediately prior to the application;
- e) no more than three (3) instances of tardiness in the twelve (12) months immediately prior to the application; and,
- f) a passing score on the applicable test, as described in Section 4.2(A-2)(2) below.

Employees promoted under the provision of this article shall serve a probationary period not to exceed ninety (90) days. Should such employee fail his/her probationary period, then he/she shall be returned to his/her previous position, hours of work and work location, or to a comparable position.

2. Ordering of Candidates for Custodial and Maintenance Promotional Vacancies.

Vacancies in custodial and maintenance promotional opportunities shall be filled in the following order:

- a) In the event the position is not filled by the procedure described in 4.2(A-1)(2) above, it shall be filled with an employee from the same department in which the vacancy exists, who has applied and meets the qualification set forth in section 4.2(A-1)(1) above. For any position for which the Board establishes a test, qualified applicants within the same department shall be required to follow the testing procedures set forth in paragraph 4.2(A-2)(5) below. If there are one or more qualified existing employees who apply in the same department in which the vacancy exists, and one or more of these applicants receives a passing score on the test, the applicant from amongst these who receives the highest score shall receive the position. In the event two qualified employees receive the same score on the test, seniority will be the determining factor. In the event there is a tie in seniority, the overall service record will be used as a tiebreaker. No further action shall be required prior to filling the position.
- b) In the event that the position is not filled by the procedures described Section 4.2(A-1)(2) above, or by the procedures contained in paragraph 4.2(A-2)(2)(a) above, it shall be filled by an employee within the bargaining unit who has applied and meets the qualifications set forth in Section 4.2(A-1)(1) above. For any position for which the Board establishes a test,

qualified existing employees who apply within the same department shall be required to follow the testing procedures set forth in paragraph 4.2(A-2)(5) below. If there are one or more qualified applicants in the same department in which the vacancy exists, and one or more of these applicants receives a passing score on the test, the applicant from amongst these who receives the highest score shall receive the position. In the event two qualified employees receive the same score on the test, seniority will be the determining factor. In the event there is a tie in seniority, the overall service record will be used as a tiebreaker. No further action shall be required prior to filling the position.

- c) In the event that the position is not filled by the procedures described Section 4.2(A-1) (2) above, or by the procedures contained in paragraph 4.2(A-2)(2)(a) or (b) above, it shall be filled by outside applicants. No further action shall be required prior to filling the position.

#### 4.2(A-3) Procedures for Promotional Testing

The following procedures shall apply to any and all tests given pursuant to paragraphs 4.2(A-2)(2)(a) and (b) above:

1. In the event that the vacancy is not filled pursuant to the procedure described in paragraph 4.2(A-1)(2) above, all qualified applicants as described in paragraphs 4.2(A-2) above shall be eligible to take the examination in order to be considered for a promotional appointment.
2. The Board shall test for each vacancy separately, unless there is more than one vacancy in a single classification at the time of the test, in which case the test results shall be valid for all of the vacancies in that classification.
3. The exam shall consist of:
  - a) General Section
  - b) Specific position Section
  - c) Interview
4. Any applicant desiring to qualify must pass the general section plus the additional section related to the level of his/her interest.

Any eligible applicant may choose to take as many tests at a time as there are tests given.

5. Ranking will be based on the higher grade received of those passing the test, the higher the grade, the higher the ranking.

4.3 (A) Layoffs

Layoffs shall take effect, within classification, based on reverse seniority, as follows:

1. Probationary Employees;
2. Rostered employees working less than forty (40) hours a week;
3. Full-time rostered employees.

Any employee who, on the basis of seniority, is to be laid off because of reduction of staff but who is qualified for another job in the bargaining unit due to previous Board experience may replace the least senior employee in the classification.

4.3 (B) The Union President, Vice President, Recording Secretary and Financial Officer shall have super-seniority in the event of layoffs or administrative transfers.

4.3 (C) Any employee who, on the basis of seniority, is to be laid off because of reduction of staff but who is qualified for another job in the bargaining unit due to previous Board experience may replace the least senior employee in the classification.

4.4 Laid-off employees shall be placed on a recall list for a period of two (2) years from the date of their layoff or reduction in hours. No person shall be newly hired in a classification that includes an individual on the recall list until all persons on the recall list in that classification have been notified by certified mail and sent to the individual's last known address and such individual either is offered employment or declines such re-employment offer. It shall be the laid off individual's responsibility to notify the Superintendent of Schools of his/her current address. An individual who declines an offer of re-employment in the same classification as previously employed shall forfeit recall rights. Failure to respond in writing to a notice of an opening within ten (10) working days after receipt of mailing thereof shall be deemed a refusal to accept re-employment. The returning individual must return to work within ten (10) calendar days after receipt of the mailing of the notification or the date that the position becomes open, whichever occurs later.

When recall rights within a classification have been exhausted, employees on layoff in other classifications will be given an opportunity, in the order of their seniority, to fill any remaining vacancies if they have sufficient skill and ability to perform the work.

- 4.5 An employee shall lose his seniority rights under any of the following:
1. If he/she resigns;
  2. If he/she is discharged for just cause;
  3. If he/she is laid-off for lack of work and such layoff continues for more than two (2) years; and,
  4. If he/she fails to report to work within ten (10) working days after due notice by the Board to the employee's last known address to return to work after layoff or leave of absence has expired.

4.6 Seniority shall be defined as the last date of appointment in a bargaining unit position. In cases of equal seniority, the employee with the best overall service record shall be considered more senior.

**ARTICLE V - HOURS OF WORK, OVERTIME AND HOLIDAY PREMIUM PAY**

5.0 (A) Truck Drivers

Members of this bargaining unit shall work four (4) to eight (8) hours a day, starting no earlier than 5:30 am and ending no later than 12:00 am. Any member's hours may be changed up to four (4) times per year.

5.0 (B) The shift schedules for the custodial staff shall be as follows:

First Shift: Eight (8) hours starting at the earliest 6:00 a.m. and the latest 8:30 a.m. with one (1) hour for an unpaid lunch, except that there will be no more than two (2) different schedules of hours per fiscal year. The Union will be furnished with the schedule of hours for each school.

Second Shift: Eight (8) hours to be scheduled anywhere between Noon to 12:00 midnight, with a three-quarter (3/4) hour paid lunch period included.  
Shifts available:

- 12:00 p.m. to 8:00 p.m.
- 1:00 P.M. to 9:00 p.m.
- 3:00 p.m. to 11:00 p.m.
- 4:00 p.m. to 12:00 midnight

Third Shift: 11:00 p.m. to 7:00 a.m. with a three-quarter (3/4) hour paid lunch period included.

During the period from the Monday after school closes to the Friday before school reopens in the fall, the second and third shift employees will be assigned to first shift hours, except that in the Hartford Public High School and the Administration Building, the second and/or third shift employees may

be assigned to hours which cut across shift schedules, but normally will not extend beyond 6:00 p.m. In case an employee works beyond 6:00 p.m., the employee(s) will be paid in addition to their regular pay minimum of the three (3) hours shift differential pay, as provided for in Article IX, 9.4 of this Agreement. During the summer months, the unpaid lunch period shall be one-half (1 /2) hour.

During school vacation periods, second and third shift employees may be reassigned to first shift at the discretion of the Superintendent's designee.

The work year for Head Lunch Supervisors/Meal Coordinators shall consist of one hundred and eighty three (183) working days in accordance with the calendar prepared by the Superintendent's designee.

5.0 (C) Maintenance Staff

Members of this bargaining unit shall work four (4) to eight (8) hours a day, starting no earlier than 5:30 am and ending no later than 12:00 am. Any member's hours may be changed up to four (4) times per year. Regular day shift, as referred to in Article 9, means all employees whose shift begins before noon.

5.0 (D) Food Service

The regular hours of employment for cafeteria employees in existing schools shall be as follows: Food Service Workers, twenty (20) or more hours per week; cook managers, elementary, at the discretion of administration but no less than thirty (30) hours per week; Head Lunch Supervisors, at the discretion of administration but no less than thirty hours per week; all other employees forty (40) hours per week and in each case Monday through Friday. Meal coordinators 4-6 hours daily based on the needs of the school. Employees shall have an unpaid half hour and their hours will be reduced accordingly.

5.0 (E) All Other Bargaining Unit Staff

Members of this bargaining unit shall work four (4) to eight (8) hours a day, starting no earlier than 5:30 am and ending no later than 12:00 am.

Any member's hours may be changed up to four (4) times per year.

5.1 Time and one-half shall be paid for:

1. All work performed in excess of eight (8) hours in any one day, and forty (40) hours in one (1) week;
2. All overtime work performed on Saturday as such excluding Head

Lunch Supervisors/Meal Coordinators; and,

3. All overtime work performed on a day other than an employee's regular work day excluding Head Lunch Supervisors/Meal Coordinators.

5.2 Double time shall be paid for:

1. All work performed on Sunday as such; and,
2. All work performed on holidays listed in Article VI (6.0 A and B), plus regular holiday pay.

5.3 A schedule of overtime assignments shall be prepared by the Head Custodian and posted on the bulletin board. A record of overtime shall be posted on the appropriate bulletin board for custodial, maintenance and cafeteria employees.

1. Full-time employees and regular cafeteria employees shall be given preference on all overtime assignments.
2. Overtime shall be divided equally within classifications, except as provided for in this Article.
3. Except as provided for in this Article of this Agreement, overtime and work performed for outside groups and the Adult School in each school shall be divided equally among the qualified custodians regularly assigned to that school.
4. To the extent possible, night shift employees shall be given an opportunity to equalize their share of overtime and work performed for outside groups and the Adult School when school is not in session and/or when it does not interfere with their regular work schedule.

5.4 All bargaining unit work will be done by bargaining unit employees, unless there are not bargaining unit employees available.

5.5 Shift preference will be granted on the basis of seniority, within classifications, as openings occur. No more than one shift transfer will be granted an employee during a calendar year.

5.6 Every effort will be made to provide additional coverage when it is known that a person is working alone on any shift.

**ARTICLE VI - HOLIDAYS**

6.0 (A) The Superintendent shall identify the ten holidays per year for custodial and maintenance employees. The holidays shall be as follows:

|                          |                        |
|--------------------------|------------------------|
| New Year's Day           | Independence Day       |
| Martin Luther King's Day | Labor Day              |
| President's Day          | Thanksgiving Day       |
| Good Friday              | Day after Thanksgiving |
| Memorial Day             | Christmas Day          |

The Superintendent can designate the date that a holiday shall be observed if the holiday is not observed on the identified date.

6.0 (B) Effective July 1, 2012, the following holidays shall be observed by cafeteria employees, excluding Head Lunch Supervisors/Meal Coordinators, as days off with full pay:

|                          |                        |
|--------------------------|------------------------|
| New Year's Day           | Labor Day              |
| Martin Luther King's Day | Thanksgiving Day       |
| President's Day          | Day after Thanksgiving |
| Good Friday              | Christmas Day          |
| Memorial Day             |                        |

The Superintendent can designate the date that a holiday shall be observed if the holiday is not observed on the identified date.

6.1 When an employee is on approved leave (longer than ten (10) consecutive days) and any of the holidays specified in 6.0 concur with such leave, the employee will not be charged with sick leave for such date.

6.2 When a holiday occurs during the regular vacation of an employee, the employee shall not be charged vacation time for said date.

6.3 The Superintendent, or his designee, reserves the right to independently investigate any absence or absences charged against illness days.

6.4 Night custodians shall work the day shift on the day before Christmas and the day shift on the day before New Year's.

**ARTICLE VII - VACATIONS**

7.0 Custodial and maintenance employees shall be given vacations at their current average earnings on the following basis:

1. Employees who have less than five (5) years of service shall be entitled to a yearly vacation of one (1) day per month of service not to exceed twelve (12) days a year.
  2. Employees, who have completed five (5) years of service, shall be entitled to a vacation of three (3) weeks annually.
  3. Employees with over five (5) years of service shall receive one (1) additional vacation day for each two (2) years of service to a maximum of five (5) weeks vacation annually.
  4. Employees shall be allowed to accumulate vacation time to a maximum of six (6) weeks subject to the provisions of 7.2.
  5. The employee's anniversary date will be used to determine the amount of vacation time due.
  6. The Superintendent of Schools may authorize employees to accumulate vacations beyond the periods specified in this Article.
  7. Unless agreed to otherwise between the Superintendent's designee and the employee, up to ten (10) vacation days may be used during the school year. The restrictions in this section shall not apply to maintenance employees.
  8. 10-month Custodian I's, gym assistants, and cafeteria employees, excluding Head Lunch Supervisors and Meal Coordinators will receive a maximum of fifteen (15) vacation days per school year. These days shall be earned at the rate of 1.5 days per month. These days shall fall, whenever possible, during school vacation periods. No 10-month employee hired on or after July 1, 2005 shall receive vacation benefits.
- 7.1 For the purpose of computing vacation benefits, rehired employees will be credited with prior service, provided their termination was for reasons other than dismissal. Employees rehired within one year of the date of separation shall have their original date of hiring used for computing vacation benefits.
- 7.2 Except as provided for in Article VII, 7.0 (F) the vacation period will be set by mutual agreement between the Superintendent or his or her designee and the employee, except that district wide bargaining unit seniority at each site shall govern preference.
- 7.3 (A) Pro-rata accumulated vacation pay shall be granted to an employee in the event he/she terminates his/her service with the Board of Education. In no case shall a member be paid more than 24 vacation days.

- 7.3 (B) In the event of the death of an employee, his/her spouse and/or minor children shall receive his/her pro-rata vacation pay, up to 24 days. In the event that employee has neither a spouse nor children, the pay shall be given to the estate of the deceased employee.
- 7.4 When an employee has no sick leave available, he/she may elect to use vacation leave as sick leave.
- 7.5 The Board shall notify each employee, in writing, of the amount of vacation leave used in the past year and the amount accumulated and due as of July 1, upon request. Such notification will be provided within twenty (20) working days of receipt of the request, so long as the Board does not experience any manual or technical problems in obtaining and compiling the information.

#### **ARTICLE VIII - LEAVE PROVISIONS**

- 8.0 (A) All employees shall be entitled to 15 days per year, to be earned at a rate of 1.25 days per month, accumulative to 180 days. If a member hired before July 1, 2005 has more than 180 sick days accumulated as of June 30, 2012, he/she shall be permitted to maintain such banked time, but shall not accumulate any additional time. If such member's bank reaches 180 days or less, 180 sick days shall become the maximum accumulative number for that member.
- 8.0 (B) The Board shall notify each employee, in writing, of the amount of sick leave used in the past year and the amount accumulated and due as of July 1, upon request. Such notification will be provided within twenty (20) working days of receipt of the request, so long as the Board does not experience any manual or technical problems in obtaining and compiling the information.
- 8.1 (A) An employee, upon retirement shall receive, on the basis of his/her wages at the time of retirement, full compensation for up to the first fifty (50) days or fifty percent (50%), whichever is greater, of his/her unused accumulated sick leave provided for in 8.0(A). The following maximums will be in effect: Employees hired prior to March 30, 1984 shall have a cap of eight-five (85) days; Employees hired on or after March 30, 1984 shall have a cap of sixty (60) days.
- 8.1 (B) In the event of an employee's death, his/her beneficiary shall receive on the basis of the employee's wages at the time of death, full compensation for any of the employee's unused accumulation of sick leave provided for in Section 8.0(A). In the event the employee has not named a beneficiary, the compensation for the unused sick leave shall be given to the estate of the employee.

- 8.1 (C) An employee who terminates or whose employment is terminated for any reason other than death or retirement shall have no rights to unused sick leave.
- 8.2 (A) Employees shall be entitled to full pay at current base rate for absence due to jury duty provided that reimbursement for same and regular pay together does not exceed employee's regular wage.

8.2 (B) Injury Leave

Workers' compensation shall be paid in accordance with law.

8.2 (C) Military Leave

The Superintendent may, with the approval of the Board, grant a leave of absence without pay to an employee on regular appointment who enlists for full time active duty with the military service of the United States.

The Superintendent may with the approval of the Board grant a leave of absence with pay to an employee on regular appointment who enlists in the military reserves and is required to undergo field training for a short period of time.

"Short period of time" is defined as not more than thirty days in one calendar year. The employee shall receive the difference between salary and payment received from the government, exclusive of travel allowance, for a period not to exceed thirty days. If the reserve enlistee is extended on active duty at the conclusion of field training, salary coverage by the Board, as defined above, will continue for a period not to exceed an additional six months.

An employee, who is a member of the military reserves, who is ordered to report for active duty, shall receive the difference between salary and payment received from the government, exclusive of travel allowance for a period not to exceed six months.

The employee's benefits shall continue to be paid by the Board until such time that military benefits go into effect. Board coverage for benefits, however, shall not exceed ninety days.

No employee shall lose any seniority standing because of any military service including service in the military reserves.

On return from military service an employee shall be reinstated in the former job or one of like rank and shall receive credit for the yearly increments awarded during absence on military service provided that the employee reports for work within six months of discharge from military service.

For those persons hired by the Board for the first time, credit on the salary schedule for military service, may be granted up to two steps.

8.2 (D) Union Leave

Not more than two (2) Union officials shall be allowed the required time without loss of pay to attend official Union conventions and conferences. The maximum time per year shall be limited to ten (10) days off.

8.2 (E) With the approval of the Superintendent, employees may attend conferences or take courses of study, all of which will contribute to or increase the knowledge of the employee with regard to the Job or position.

8.2 (F) Personal Leave

Employees shall be allowed a total of not more than five (5) personal days a year, for any one of the following:

1. Holy days not to exceed three (3) days in any year;
2. Quarantine;
3. Absence for husband for birth or adoption of child to not to exceed two (2) days in any year;
4. Temporary absence for personal reasons limited to situations not under the control of the employee, which make such absence from service necessary. Personal days must be approved in advance except in cases of emergency. Approval for emergency days must be requested as soon as possible within one (1) day of occurrence;
5. In the event of serious illness or death of a relative or member of his/her immediate household, not to exceed five (5) days in any school year; and,
6. In the event of a documented long-term illness to a family member, five (5) sick days may be granted provided the employee has used his/her allotment of personal days and requests the sick days in advance.

8.2 (G) Personal Leave for Employees who were hired after March 30, 1984

New employees shall be allowed a total of three (3) personal days a year, with deduction from sick leave, for any of the same reasons listed in F.

New employees, for the purpose of implementing this article, refers to an employee whose probationary period begins after March 30, 1984.

8.3 Leaves of Absence without Pay

The Superintendent of Schools may grant leaves of absence without pay for a period not to exceed one (1) year. Requests for such leave shall be made in writing to the Superintendent, and shall include a statement of the reasons therefore and of the length of leave requested.

8.4 During the period of a leave without pay, except for military leave, the employee shall not be credited for length of service. Employees shall not be credited with such time for the purposes of accruing sick leave, vacation time, seniority, or increments.

8.5 An employee shall be reinstated from leave of absence without pay, but without any preferred status from his/her prior employment, to any position comparable to the position the employee last held with the Board.

8.6 Any employee who is on leave of absence without pay shall not be paid for any holiday or sick leave during the period of the absence. Any vacation time due to an employee at the time of taking a leave of absence without pay may be paid at that time. Authorized leaves of absences for one (1) month or less will not be used as a basis of reducing employee benefits.

8.7 The employee's accumulation of sick leave upon leaving shall be retained to his credit when he returns.

**ARTICLE IX - WAGES**

9.0 Wages for the duration of the contract shall be computed on the following basis:

|              |      |
|--------------|------|
| July 1, 2012 | 0%   |
| July 1, 2013 | 0%   |
| July 1, 2014 | 2%   |
| July 1, 2015 | 2.5% |
| July 1, 2016 | 2%   |
| July 1, 2016 | 1.5% |

There will be no step movement during the life of the contract.

9.1 Wage scales and classifications as negotiated are part of this Agreement and attached hereto, as Appendix A.

9.2 Head Lunch Supervisors/Meal Coordinators assigned to work in a higher grid classification shall be paid immediately on that step of the salary grid of the higher classification, which will give him/her an increase of at least the

amount of one full increment. Other employees will receive \$10 extra per day.

9.3 Performance Incentive –

A member who works forty hours a week in a single school that shows significant improvement shall be paid \$1,250 after the conclusion of the work year. The measure of improvement shall be through improvement as determined by the Superintendent of Schools, which shall apply to all eligible employees in the district. To be eligible, the member must appear and work a full day in such a school on at least 97% of the work days in the relevant work year. If the district modifies the accountability matrix, it shall communicate to the Union President the determination of significant improvement that will warrant a performance incentive. Members assigned to multiple schools in a fiscal year or assigned to a location containing more than one school shall be eligible for the above incentive on a pro-rata basis.

The decision to pay such a bonus shall not be subject to the grievance procedure.

Employee's longevity payments shall be earned on the employee's anniversary date in recognition of their length of service on the following basis. Payment will be made annually in one lump sum on July 1st.

| <u>Years</u> | <u>Amount</u> |
|--------------|---------------|
| 6 to 9       | \$225         |
| 10 to 14     | \$275         |
| 15 to 19     | \$350         |
| 20 plus      | \$450         |

9.4 Employees working on a shift other than the regular day shift shall receive a shift differential for ten percent (10%) for the second shift and fifteen percent (15 %) for the third shift.

9.5 (A) Mileage

Employees shall be reimbursed at the current IRS rate, effective with the signing of this contract. Mileage will depend on actual odometer readings. Major fractions of a mile shall be considered a full mile for payment purposes. Head Lunch Supervisor and Meal Coordinators shall receive bus fare if requested, for going to and from the bank on Board business.

9.5 (B) All tradesmen shall receive a monthly allowance of \$75.00 for using their vehicles for carrying materials, equipment and tools to their work except for a prorated amount deducted for their vacation periods. Tradesmen shall not be entitled to any other mileage reimbursement.

9.5 (C) All tradesmen shall receive full reimbursement for all license fees if said licenses are required as a condition of employment.

9.6 Initial Salary Placement

A newly hired employee's initial salary placement shall be established by the Superintendent or his or her designee.

9.7 Adjustment of Salaries

9.7 (A) Increments - Increments shall be granted as set forth in this agreement. Upon expiration of this agreement, employees shall not be granted increments, unless and until a successor agreement so provides.

9.7 (B) Salary Adjustment of Employees Returning from Leave

Time spent on military leave is counted the same as active service for the purpose of granting an increment. No increment is granted for leave for any purpose, unless the employee has been in active service for a total of six (6) months or more of the fiscal year beginning with the granting of the last increment, or if the leave has exceeded one (1) year including active service during the fiscal year when the employee returns. In no case, other than military leave, may placement on the salary schedule exceed that justified by actual years of service.

9.8 Computation of Salaries for Salary Deductions

9.8 (A) Ten-Month Employees: The hourly rate of all bargaining unit members employed on the basis of ten (10) calendar months is determined by dividing the annualized salary by 200 and dividing by the number of hours worked (generally 8 hours).

183-day Employees: The hourly rate of all bargaining unit members employed on the basis of one hundred and eighty-three (183) work days is determined by dividing the annualized salary by 183 and dividing by the number of hours worked (generally 8 hours).

9.8 (B) Forty-four Week Employees: The hourly rate of all bargaining unit members employed on the basis of forty-four (44) weeks is determined by dividing the annualized salary by 220 and dividing by the number of hours worked (generally 8 hours).

9.8 (C) Twelve-Month Employees: The hourly rate of bargaining unit members employed on the basis of twelve (12) calendar months is determined by dividing the annualized salary by 260 and dividing by the number of hours worked (generally 8 hours).

9.8 (D) All bargaining unit members shall be paid on a biweekly basis. All members who are paid on an annualized basis shall be paid on the 26 pay plan. All members may be required to receive pay via direct deposit and electronic notification. Exceptions may be granted for reasonable cause.

9.9 Non-instructional Employees

If a bargaining unit member's position is reclassified to a higher schedule and such member's salary is below the maximum step of the salary schedule, he/she will be placed on that step of the reclassified schedule which gives him/her at least one increment over his/her grid placement prior to the reclassification.

If step movement is granted some time after reclassification occurs, the bargaining unit member shall be eligible for step movement only if he/she has served in the position for more than six months since the position was reclassified.

9.10 Salary after Promotions

9.10 (A) Promotions

Upon promotion, bargaining unit members transferring to a higher schedule, move to that step of the new schedule which gives the bargaining unit member at least the amount of an increment on the new schedules. The bargaining unit member will receive the next increment, if the increment is granted, on the new schedule provided he/she has served six (6) months in the new position, as of the date the increment is granted.

9.11 Overtime Pay

9.11 (A) Approval

Payments for overtime will not be granted, unless approved by the Supervisor prior to the time the overtime is worked.

9.11 (B) Rotation

Custodial overtime shall be rotated among the available men/women in the building. The Head Custodian is responsible for preparing and posting a schedule of assignments. Maintenance overtime shall be rotated among available employees in the department by trade and classification.

9.11 (C) Reports of Overtime

Time reports for overtime broken down by authorized overtime, outside use, and Park Department, are sent biweekly on the form provided, signed by the

Head Custodian or Principal to the Business Office. Before payment can be processed, the Maintenance Supervisor will check and approve overtime sheets. Bargaining unit members will be paid for actual time worked.

9.11 (D) Building Checks

If the Manager of Buildings and Grounds or designee determines that a building or facility must be checked, the Head Custodian shall select the person to check the buildings on weekends, taking into consideration travel distance, reliability and responsibility, and the rate of pay shall be two (2) hour minimum at time and one-half.

9.11 (E) If an employee is scheduled overtime or to perform work for outside groups and the Adult School and does not avail him/herself of the opportunity to work, he/she will be charged with the scheduled overtime and assignment for outside groups as if he/she had worked.

9.11 (F) Employees called in for work outside their regularly scheduled work hours shall be paid straight time if work is contiguous to their regularly scheduled hours, unless the employee has worked more than 40 hours in one week. When employees are called in on a non-contiguous basis, they shall be paid for a minimum of three hours or hours worked, whichever is greater, at the rate of time and one half their regular hourly rate.

9.12 Food Service Employees

9.12 (A) Cafeteria Employees: Rostered Food Service Employees, excluding Head Lunch Supervisors/Meal Coordinators work approximately thirty eight (38) to forty (40) weeks per year. Each employee receives lunch and cash wages. Incumbent rostered Food Service employees receive a thirty (30) minute paid lunch break. Rostered Food Service Workers employed after July 1, 1992 will be paid for their regularly scheduled day, excluding an unpaid lunch break. Payment is made for specified holidays and vacations. Employees are eligible for hospitalization and medical insurance, group life insurance, both types of pupil and staff insurance, and health and accident insurance. The same sick-leave allowances are provided as for other employees.

9.12 (B) Head Lunch Supervisors/Meal Coordinators who work 183 days a year are paid an annualized basis for hourly work performed. They receive no free lunch, no paid lunch period, holidays or vacation.

9.12 (C) All elementary cook-managers temporarily assigned to another school in the same position shall receive an additional \$.50 an hour.

## **ARTICLE X - RETIREMENT PLAN**

10.0 Bargaining unit employees are covered under the State MERF “B” plan. This Article is for informational purposes only and is not subject to the grievance procedure.

The Hartford Board of Education recommends that employees covered under this Agreement be allowed to change their Retirement Plan to the State MERF “B” plan. Whereby any amendments to the pension provisions contained in this agreement require approval by the Court of Common Council, the Hartford Board of Education requests that the Council take all necessary steps to allow the enrollment of bargaining unit members in the Connecticut Municipal Employee Fund B (State MERF B). All necessary documents shall be processed by April 1, 1988, in order that the unit members be eligible for benefits under State MERF B no later than July 1, 1988.

It is understood and agreed that, should the employer contribution for subsequent service on behalf of bargaining unit members to the State MERF B plan be assessed at a rate higher than the rate the City currently pays to its MERF plan on behalf of bargaining unit employees during the term of this agreement, the Union, upon request of the City, agrees to meet to negotiate concerning such excess contributions.

Pension matters shall not be subject to the grievance procedure, but shall be subject to appeal to the courts.

Until such change occurs the present retirement benefits shall remain in effect as follows:

- 10.0 (A) The Board will provide survivorship benefits in the Municipal Employees Retirement Fund without reduction of the employee benefits, so that a surviving spouse will receive fifty percent (50%) of the employee’s pension. The employee will pay an additional one percent (1 %) of salary, and the City will bear the remaining costs.
- 10.0 (B) Employees in the Retirement Allowance Fund will be transferred to the MERF with a guarantee of no reduction in benefits.
- 10.0 (C) The Board will limit membership in the MERF to full-time permanent employees including probationary employees.
- 10.0 (D) The Board will provide minimum pensions for retired employees and dependents equal to Social Security benefits.
- 10.0 (E) In computing pension benefits, the amount of average earnings covered by Social Security shall be the amount of the employee’s earnings on which

Social Security taxes were paid by the City for the full number of years included in the computation of his/her primary Social Security benefit.

- 10.0 (F) Pension matters shall not be subject to the grievance procedure, but shall be subject to appeal to the courts.
- 10.0 (G) Vesting Rights will be after ten (10) years of continuous employment or five years at age forty.
- 10.0 (H) An employee who served in the military prior to his/her employment by the Board shall have the option to buy into the Retirement Plan for up to four (4) years of military service. Payments shall be based on the employee's salary at the time of hire.
- 10.0 (I) The computation of benefits on the amount of final average earnings above the amount covered by Social Security shall be based on two percent (2%) for each year of service. This shall apply to employees whether they are covered by Social Security or not.
- 10.0 (J) Vacation Days and Group Life Insurance
- Upon retirement employees shall receive payment for unused earned vacation days. Group Life Insurance may be converted according to the conversion schedule in effect at the time of the retirement: If the employee is a member of City retirement plan, the Group Life Insurance may be continued in reduced amount.
- 10.0 (K) Members of the bargaining unit will have credited to their employee contributions to the pension fund 3 percent interest on such contributions on July 1 of each year. Once credited the interest and the contributions made by the employee to the pension fund are payable to the employee upon separation from City employment except that no such payment will be made to an employee granted a pension in accordance with Chapter XVII, Section 3 of the Charter of the City of Hartford.
- 10.0 (L) Normal retirement will be at age 65 with ten (10) years of continuous employment or age 60 with twenty-five (25) years of continuous employment.
- 10.0 (M) Early retirement will continue to be at age 55. Twenty-five (25) years of continuous employment with no reduction factor; those with less than twenty-five (25) years and a minimum of ten (10) years continuous employment shall have a reduction factor of two percent (2%) per year.
- 10.0 (N) The final average pay will be based on the highest five (5) years of the last ten (10) years.

- 10.0 (O) The member's contribution rate will be based on three percent (3%) on earnings taxed for Social Security and six percent (6%) on the excess.

#### **ARTICLE XI - LOSS COVERAGE**

- 11.1 The vandalism and theft benefit shall be \$5,000 and claims shall be honored every six (6) months. The purpose of such reimbursement of employees is for damage or loss, excluding cash, not covered by the employee's insurance, such damage or loss to have taken place during the employee's working hours. All reimbursements will be held until January 1 and the end of the fiscal year, at which times reimbursement will be made in full if the \$2500 for each half of the year is sufficient; otherwise prorated reimbursement will be made according to the demands on the fund. If less than the \$2500 is expended in the first half of the fiscal year, the balance of such monies will be applied toward the satisfaction of claims occurring in the second half of the fiscal year. Such payment may not duplicate the amount paid by the employee's insurance.

#### **ARTICLE XII - DISCIPLINARY PROCEDURES**

- 12.0 (A) Bargaining unit members shall not be issued a written reprimand, which is copied to the personnel file, suspended without pay or discharged without just cause.
- 12.0 (B) Disciplinary actions shall normally follow this order:
- (a) Written warning
  - (b) Suspension without pay
  - (c) Discharge

Any of the above steps may be omitted depending upon the severity of the discipline required.

- 12.0 (C) All disciplinary action must be stated in writing with reasons given and a copy given to the employee at the time of the action. An employee has the right to reply in writing to any document placed in the file.
- 12.0 (D) *The Board and the Union agree that all members of the Union, as a condition of employment, must permit the Department of Children and Families to release outcomes of investigations related to employment with the Board of abuse or neglect to the district. In the event that DCF releases anything other than the outcome in the case of a non-substantiation, the information from DCF shall not be used in any proceedings.*

### **ARTICLE XIII - PRIOR PRACTICE**

13.0 Nothing in this Agreement shall be construed as abridging any written right, benefit, or privilege that employees have enjoyed heretofore.

### **ARTICLE XIV - WORK YEAR**

14.0 Cafeteria Workers & Custodians

The normal work year for all employees in the bargaining unit, except those listed below, shall be a twelve (12) month work year. The following employees shall work a ten (10) month work year:

1. Gym Assistants;
2. Cafeteria Employees;
3. Head Lunch Supervisors/Meal Coordinators work 183 days a year.
4. Food Service Truck Drivers

Nothing herein shall be construed as a guaranteed minimum work day or work year for any member of the bargaining unit.

### **ARTICLE XV - SAFETY AND HEALTH**

15.0 A joint committee shall be formed by the Administration and the Union, which shall meet as needed to review and recommend safety and health policies. The provisions of this Article shall not be subject to the grievance procedure.

### **ARTICLE XVI - GRIEVANCE PROCEDURE**

16.0 (A) Definitions

The term “grievance” is defined as an alleged violation, misapplication or misinterpretation of the specific provisions of this Agreement.

“Work days,” for purposes of this Article, shall mean any day that the district (Central Office) is open.

16.0 (B) Procedure

Grievances shall be processed in the following manner:

Step 1: A bargaining unit member must submit his/her grievance in writing and such grievance must be received by the immediate supervisor within ten

(10) work days of the date when the events giving rise to the grievance occurred. Such submission shall be made to the immediate supervisor for a satisfactory adjustment. The written grievance must indicate the specific nature of the grievance and the contract provision(s) alleged to be violated. Such immediate supervisor may request a meeting with the bargaining unit member prior to making his/her decision, but in any event must render his/her decision within five (5) work days of the submission. The bargaining unit member may be accompanied by a Union representative if he/she so desires at any such meeting.

Nothing in this provision shall prohibit a bargaining unit member from informally discussing his/her problem with the involved supervisor, prior to filing a grievance. However, the time limits for filing the initial grievance may only be waived or extended by written agreement between the Chief Labor and Legal Officer (or specified designee) and the Union President (or designee).

Step 2: If no satisfactory settlement is reached after presentation of the grievance at Step 1, the grievance may be pursued by the bargaining unit member to the Chief Labor and Legal Officer by providing the Chief Labor and Legal Officer with a copy of such grievance and requesting a meeting in writing, within ten (10) work days of the decision of the Supervisor at Step 1. The Chief Labor and Legal Officer or his/her designee will schedule a meeting with the Grievant to attempt to resolve the issues related to the grievance within twenty (20) work days following the bargaining unit member's filing the grievance with the Chief Labor and Legal Officer. The Chief Labor and Legal Officer shall have ten (10) work days after holding the meeting to issue a written decision. A copy of the decision shall be provided to both the Grievant, if a Grievant was present at the meeting, and the Union.

Step 3: In the event that the grievance is not settled at Step 1 or Step 2, then the Union may seek arbitration of the grievance. No bargaining unit member may file for arbitration as an individual, but only the Union may file an appeal to arbitration hereunder. The Union's request for arbitration shall be in writing and must be filed with the applicable arbitration agency with a copy to the Chief Labor and Legal Officer within ten (10) work days after the receipt of the Chief Labor and Legal Officer's (or his/her designee's) decision at Step 2 or not later than ten (10) work days following the expiration of the time limits for making such a decision, whichever shall occur first. The first six (6) grievances filed by the Union for arbitration during each fiscal year (July 1 - June 30) shall be submitted to the State Board of Mediation and Arbitration. All subsequent grievances filed for arbitration during the fiscal year (July 1 - June 30) shall be submitted to the American Arbitration Association. For purposes of determining the year in which a grievance was filed, the date of the filing of the first step to the supervisor shall control.

The decision of the arbitrator(s) shall be final and binding upon both parties,

except as otherwise provided by law. The arbitrator shall have no power to add to, delete from, or modify in any way the provisions of this Agreement.

16.0 (C) General Provisions

1. The provision(s) of the Agreement which are alleged to have been violated in the matter must be identified in the submission.
2. The parties shall share equally in the general cost of the arbitration, including the arbitrator's fee, but shall be responsible for bearing their own respective costs associated with the arbitration process. If a postponement is necessary for one party, that party must pay the postponement fee. If the parties mutually agree to a postponement, they shall share equally the costs of any such fee.
3. In the event that the Board's representative does not provide the Union with a timely response to the grievance following the meeting of the parties or if the meeting is not scheduled within the timelines described above, the bargaining unit member or, if appropriate, the Union, may proceed with the next step of the grievance procedure provided that the Union or the bargaining unit member, if appropriate, does so within the specific time limits set forth above.
4. Any grievance, as defined above, not presented for disposition through the grievance procedure described under "Procedure" above within ten (10) work days of the time when either the Grievant or the Union knew or reasonably should have known of the conditions 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 aggrieved to proceed immediately to the next step. Failure at any step to appeal within the specified time limits shall be considered acceptance by the aggrieved of the decision rendered or an acceptance of a denial, if no decision was rendered, and such decision/denial shall thereafter be binding upon the aggrieved and the Union. The time limits specified at any step after Step 1 may be extended in any particular instance by written agreement signed by both the Chief Labor and Legal Officer and an officer of the Union.
5. Grievances arising from the action of an official other than the immediate supervisor shall be filed with the involved administrator.
6. Meetings held under this procedure shall be conducted at a time and place, which will afford a fair and reasonable opportunity to attend for all persons proper to be present. Such meetings shall be scheduled to avoid interference with school/district operation. When such meetings are held during the work hours, all persons who participate shall be

excused without loss of pay for that purpose. Persons proper to be present for the purposes of this section are defined as the grievant or grievant(s) and their appropriate Union representative. Qualified witnesses shall also be permitted to attend meetings, but only for the duration of such witness' testimony.

7. The Union will be notified, in advance, of the time and location of grievance meetings held by the Chief Labor and Legal Officer.
8. The Union shall have the right to initiate a grievance or appeal from the disposition of a grievance of any bargaining unit member or group of members at any step of this procedure.

#### **ARTICLE XVII – NON-DISCRIMINATION CLAUSE**

- 17.0 The employer and Union agree that they shall not discriminate against any person because of race, color, creed, sex, age, national origin, religious belief or political affiliation and that the provisions of this Agreement shall be applied equally to all employees in the bargaining unit.

#### **ARTICLE XVIII - SAVINGS CLAUSE**

- 18.0 If any section, sentence, clause, or phrase of this Agreement shall be held for any reason to be inoperative, void, or invalid, the validity of the remaining portions of this Agreement shall not be affected thereby, it being the intention of the parties in adopting this Agreement that no portion thereof, or provision herein, shall become inoperative or fail by reason of the invalidity of any other portion or provision and the parties do hereby declare that they would have approved of and adopted the provisions contained herein, separately and apart from the other.

#### **ARTICLE XIX - PERSONNEL RECORDS**

19.0 A. Limitations on File

Employee personnel files shall be maintained so that employees have a right of access and review of their files. No anonymous letters or materials shall be placed in an employee's personnel file.

19.0 B. Right to Review File

The employee shall, upon request to the Chief Talent Officer or his/her designee, be given the opportunity outside the employee work day to review the contents of his/her file.

19.0 C. Right to Reply

The employee has the right to reply to any document with a formal letter addressed to the Superintendent of Schools. This letter will be placed in the file.

19.0 D. Right to Copy Material

Each employee shall receive, upon request, a copy of supervisory records and reports of competence, personal character and efficiency, maintained in his/her personnel file with reference to evaluation of his/her performance. The cost of facsimile copies shall be borne by the Board. The cost of facsimile copies of materials other than those cited above (e.g., transcripts, recommendations other than employment recommendations, commendatory letters from outside, etc.) shall be borne by the employee.

**ARTICLE XX - FRINGE BENEFITS**

20.0 Liability Coverage

20.0 (A) The Board shall protect and save harmless any employee from financial loss and expense, including legal fees and costs, if any, arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act resulting in bodily injury to or death to any person or damage to or destruction of property within or without the school building, provided such employee at the time of the occurrence resulting in such injury, damage or destruction was acting in the discharge of duties within the scope of employment or under the direction of the Board. (Connecticut General Statutes, Section 10-235). These obligations are set out in statute and are not subject to the grievance procedure.

20.1 (1) Health Insurance

20.1(1)(A) PPO

Participating employees shall contribute the following percentages toward the annual premium or fully insured premium equivalent costs for individual or family coverage:

|               |     |
|---------------|-----|
| July 1, 2012: | 10% |
| July 1, 2013: | 10% |
| July 1, 2014: | 10% |
| July 1, 2015: | 10% |
| July 1, 2016: | 14% |
| July 1, 2017: | 15% |

All employees starting work in the Local 566 bargaining unit on or after July 1, 2016, may only enroll in the HDHP with HSA and not have access to the PPO plan. If an employee is hired into the unit while already enrolled in the district PPO plan, he/she shall

be permitted to remain in such plan. Any member who elects the High Deductible Health Plan with the HSA shall not thereafter return to the PPO.

Employees enrolled in the Board's PPO Plan are eligible for the Board's managed three-tier drug rider as follows:

- \$5 generic
- \$25 formulary brand
- \$40 non-formulary brand

Mail Order - 2X co-payments for a 90-day supply.

20.1(1)(B) (1)

The Union agrees that any portion of health, dental or prescription drug plan may be self-insured or insured at the sole discretion of the Board. This provision shall not be subject to the grievance procedure.

20.1(1)(C) High Deductible Health Plan with a Health Savings Account ("HSA"):

Members shall contribute the following percentages toward the annual premium or fully insured premium equivalent costs for individual or family coverage on the HDHP with HSA:

|            |     |
|------------|-----|
| 2016-2017: | 11% |
| 2017-2018: | 12% |

In-Network services shall be subject to a \$2,000 deductible for an individual plan and \$4,000 per family . The plan pays 100% in network services after the deductible, except for prescription drugs (Rx).

Out-of-Network services shall be subject to a 20% coinsurance for an individual plan up to a yearly maximum of \$2,000 individual and \$4,000 per family. Out of network out of pocket maximum is \$4,000 per individual and \$8,000 per family (including the deductible)

Upon reaching the deductibles, there shall be a Rx co-payment applied as follows:

|                        |      |
|------------------------|------|
| Generic:               | \$5  |
| Brand (formulary):     | \$15 |
| Brand (non-formulary): | \$30 |

Up to an out of pocket maximum of \$1,000 per individual and \$2,000 per family

Employee payroll deductions shall be made in accordance with the Board's Section 125 Premium Conversion Plan.

Effective July 1, 2016, the Board shall contribute fifty percent (50%) of the applicable HSA deductible amount. The Board's contribution toward the HSA deductible will be deposited into the HSA accounts in two equal installments, the first during the week of July 1, 2016 and the second during

the week of January 1, 2017. The Board's contribution will be pro-rated for members hired after July 1<sup>st</sup> in any year.

The parties acknowledge that the Board's fifty percent (50%) contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for active employees. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment or departure from the Union.

Any member who is enrolled in Medicare may not participate in the HSA and must participate in a health retirement account (HRA).

20.1(2) Dental Plan

Current benefits will remain in effect unless modified in accordance with Article XX, §20.5 of the contract or by agreement. Dental plan is subject to premium cost sharing specified for the PPO above.

20.1(3) Coverage for Disabled Children over Age 25

Current benefit will remain in effect unless modified in accordance with Article XX, §20.5 of the contract or by agreement.

20.1(4) The Board will follow applicable federal law regarding continuation of benefits upon separation. Currently, the law provides that if the employee or the employee's dependents become ineligible for medical or dental coverage they can purchase the coverage at their own expense at the group rate plus the 2 percent administration fee in accordance with the Congressional Omnibus Budget Reconciliation Act (COBRA). This provision is contained in the agreement for informational purposes only and shall not be subject to the grievance procedure.

20.1(5) The Board will also make group life insurance available to employees, according to present terms, except that longevity pay will be included in determining the amount of insurance for which each employee is eligible.

20.2 Coverage under these insurance plans becomes effective as follows:

20.2 (A) Health Insurance

1. For a person employed in the first twenty (20) days of the month, these insurances will become effective on the first of the month following one complete month of service.
2. For a person employed after the 20th of the month, they will become effective on the first of the month following two complete months of service.

20.2 (B) Major Medical

This becomes effective on the first of the month following six complete months of service.

20.2 (C) Group Life

This becomes effective on the first of the month following six complete months of service. The Board of Education will pay the full cost of Group Life.

20.3 Coverage During Leaves

20.3 (A) Employees, who are granted paid leaves of absence because of illness or injury, are eligible to continue with group life insurance while on leave under the premium cost sharing arrangements in effect at that time, except as otherwise provided by law.

20.3 (B) Immediately upon the start of an authorized leave of absence, other than for illness or injury, the group life insurance and accidental death and dismemberment insurance will terminate automatically.

20.3 (C) Upon return to active work after the leave, the following reinstatement rules will apply in each case:

1. If the total length of time away from active work does not exceed three (3) months, request may be made for reinstatement within 31 days after return to work and employee contributions resumed by means of monthly payroll deductions.
2. If request is made later than 31 days after returning to work, it is required that a minimum of six (6) months shall elapse after the return to work, that the employee then provide evidence of insurability satisfactory to the insurance carrier at his/her own expense.
3. If the total length of time away from active work exceeds three (3) months, the employee may again become insured on the same basis as though he/she had no prior employment with the City of Hartford.

20.4 Summary of Provisions

If an employee is granted a leave of absence in excess of three (3) months for other than sickness or injury, he/she is not eligible for participation in group life until six (6) months after his/her return to work.

20.5 The Board reserves the right to study alternative health insurance plans with different administrators. The Board reserves the right to change health insurance provided the following steps occur:

1. The plan suggested as an alternate must contain substantially equal coverage, benefits, portability and administration as the present plan(s) at no additional cost to the employee.
2. The Union shall have an opportunity to study the proposed plan for a period of sixty (60) working days.
3. If at the end of the aforementioned sixty (60) working days there is disagreement between the parties on whether or not the plan offers substantially equal coverage, benefits, portability and administration, then the issue will be sent to a mutually-selected arbitrator. The parties are unable to agree on an arbitrator, the American Arbitration Association shall be requested to appoint an arbitrator with expertise in the health insurance field in accordance with its rules and regulations. The decision of the arbitrator as to whether the proposed plan is substantially equal to the then current plan shall be binding on the parties.
4. The Board may propose an alternative health insurance plan only one (1) time during the life of the contract.

## **ARTICLE XXI - MISCELLANEOUS**

### School Closings & Late Openings

21.0 Emergency Closings and Dismissals:

21.0 (A) Early Closing

If pupils, having reported to school, are dismissed early, the following personnel procedures are to be followed:

1. Ten-month Employees: Cafeteria employees, on a ten-month basis, shall be released by the Principal as soon as their necessary work has been completed. Head Lunch Supervisors and Meal Coordinators will call Food Services for instructions/reassignment.
2. Twelve-month Employees: Employees on a twelve (12) month basis are to continue their work, unless otherwise notified. When the Administration Building closes earlier than normal, the operation and maintenance staff will be released at the same time. Required personnel who are not released will be given earned time off. (See Memorandum of Understanding).

3. One hundred and eighty three (183) day employees: Shall be released from their school/work site by the Principal as soon as their necessary work has been completed. These employees shall call the Food Service Office for further instructions and/or reassignment.

21.0 (B) All Day Closing

If schools are closed all day, in which case a public announcement is made before schools are scheduled to open in the morning, employees will be notified as follows:

1. Ten-month Employees: Cafeteria employees on a ten (10) month basis are not required to report for work. Such employees shall work on the day(s) upon which school is rescheduled. Head Lunch Supervisors/Meal Coordinators shall call the Food Service Office for further instructions and/or reassignment.
2. Twelve-month Employees: Employees on a twelve (12) month basis are expected to report for work, unless otherwise notified. It is expected that these persons will exert a reasonable effort to reach their assigned posts. If an individual is unable to report to his/her post because of transportation or other difficulties and has made a reasonable effort to arrive at his/her place of employment, he/she should communicate as soon as possible with his/her immediate superior. If it is decided that the absence is justified, it will be charged to sick leave; if not, a pay deduction will be made. Even though school buildings and the Administration Building are closed and employees released, the custodial and maintenance staff are still responsible for the proper operation and maintenance of buildings. Unless otherwise notified, they are required to report for work and are given earned time off.

21.0 (C) Late Openings

If schools are open late on bad weather days, in which case a public announcement is made, the following personnel procedures are followed:

1. Ten-month Employees: Ten-month Custodian I's and rostered food service employees will report at the regular time. Head Lunch Supervisors/Meal Coordinators shall contact the Food Service Office for further instructions and/or reassignment.
2. Twelve-month Employees: Employees on a twelve (12) month basis will report at the regular opening time.

For both ten and twelve-month employees and one hundred eighty

three (183) day employees who fail to report, it is expected that these persons will exert a reasonable effort to reach their assigned posts. If an individual is unable to report to his post because of transportation or other difficulties and has made a reasonable effort to arrive at his place of employment, he should communicate as soon as possible with his immediate superior. If it is decided that the absence is justified, it will be charged to sick leave; if not, a pay deduction will be made.

21.1 Meetings

Employee meetings may be held in the school building after working hours if space is available.

21.2 Employees shall conduct no personal business, by telephone or otherwise, during their work hours, except in cases of emergency. Union representatives may have reasonable access to employees.

21.3 Termination of Employment

21.3 (A) Resignation

Notice of resignation should be submitted in writing to the Superintendent for transmission to the Board as early as possible in the school year. Upon resignation, an employee may receive payment for unused earned vacation days and arrange to convert his group life insurance policy.

21.3 (B) Dismissal

Upon dismissal, an employee may receive payment for unused earned vacation days and arrange to convert his group life insurance policy.

21.3 (C) Death

Upon the decease of an employee, his spouse and/or minor children may receive payment for unused earned vacation days, and if the employee was a member of the group life insurance plan, arrange with the Insurance Division of the City of Hartford for settlement of claims. If the deceased employee has no spouse or minor children, all monies will be left to his/her estate.

21.4 Salary Allowance for Absences

21.4 (A) Legal Demands

On attendance at court, jury duty, or other demands outside the employee's control, in which the employee is not a party, the employee shall be paid the difference between a day's pay and the amount he/she collects, if any, from the parties requiring such court appearance. These days shall not be deducted

from his absence allowance. In other cases where the employee is a party, the procedure described under personal leave shall be followed.

21.4 (B) Reporting Absences

1. Informing Superior: An employee who is absent or expects to be absent from duty shall notify the responsible administrative officer as early as possible, and such notification shall be given in advance unless conditions beyond the control of the employee make such advance notification impossible.

First shift employees should call their immediate supervisor no later than thirty (30) minutes after the shift begins.

Second and third shift employees should call their immediate supervisor no later than 10:00 a.m.

In the event a school site cannot be reached the employee should call Buildings and Grounds no later than the times listed above.

Food service workers should call their supervisor between 8:00 a.m. and 8:30 a.m. Those who start earlier should call at least one hour in advance. Warehouse personnel should call between 5:00 a.m. and 5:30 a.m.

2. Employees shall not leave their place of work during the regular working day, without first having received permission from their immediate supervisor.
3. Return from Absence: It is assumed that an employee who is absent will continue to be absent, unless he/she informs the responsible administrative officer on the day before his/her return of his intention to return the next work day. Failure to comply with notification of intent to return may result in the employee being required to take an additional sick leave day if a substitute has been engaged. The department head may require that an employee present a medical statement certifying his/her readiness to return to work.
4. Employees leaving work due to personal illness after less than half a day shall be charged a half-day illness.

21.4 (C) Absence During Preparation of Payroll

1. Employee Expected to Return: If it is anticipated on reasonable evidence, that the employee will return during the period between the time the payroll is made up and the end of the payroll period, no

deduction shall be taken for possible absence. Actual absence during this period shall be deducted from the next payroll.

2. Employee Not Expected to Return: If, on reasonable evidence there seems to be no possibility that the employee will return during the period between the time the payroll is made up and the end of the payroll period, deductions shall be taken for those days for employees who have no further accumulation allowance.
3. Tentative Allowances and Deductions: Salary allowances and deductions by the Payroll Department shall be tentative until a written report from the responsible administrative officer is received indicating the cause of the employee's absence. However, if the employee has an adequate allowance, no deduction shall be made prior to the report.

## 21.5 Travel and Mileage Allowances

21.5 (A) Travel on a public conveyance is reimbursable at the actual cost of fare (less tax). In computing the number of miles traveled, no allowance is made for mileage to the first place of duty, nor from the last place of duty to an employee's home. No mileage is allowed for an employee who travels to new assignments during the lunch hours.

### 21.5 (B) Special Allowances

Custodians: Head custodians, or custodians designated by the head custodian who check their buildings over the weekends and holiday period, are entitled to mileage for the distance from their homes to the school and back home.

### 21.5 (C) Reimbursement

The employee should submit a mileage form, Statement of Travel Performed with Privately Owned Motor Vehicle, to his department head at the end of each month. Head custodians should have the mileage form countersigned by the school Principal. A special form, Travel Expense Voucher, is required to obtain reimbursement for travel and other expenses issued while attending conventions, conferences or in the performance of other school business. This form must be approved by the appropriate assistant superintendent. These forms are then sent to the Business Office.

## 21.6 Use of Schools for Voting and Making of Voters

### 21.6 (A) Procedure in Schools Used for Making Voters

A few of our schools are used for the purpose of making voters, usually between the hours of 9:00 a.m. and 8:00 p.m. Custodians assist in arranging

the rooms, as suggested by representatives of the Registrars, and are on call during the day if additional furniture or equipment is necessary. They remain after the registration is over to close the building and do other necessary work.

21.6 (B) Procedure in Schools Used on Primary and Election Days

Almost all of our schools are used to provide polling places for primary and election purposes. Custodians are on duty from about 5:00 a.m. to 9:00 p.m.\*

1. When representatives of the Registrar's office arrive at the school to "dress" the machines and make other arrangements, they will call on the school Principal. The head custodian and the individual who will be on duty on the voting day should be called to the office so they may be aware of the plans.
2. After the machines have been prepared for voting, the custodian should be shown where they are to be placed for voting purposes. Following this, the machines should be rolled to one side so they will not interfere with school activities during the interim. They should be stored in a dry, safe place. Then, on the afternoon before voting day, the custodian should roll the machine or machines into position for voting.
3. The custodian should also assist with the following details on the morning before the polls are open:
  - a. Place 75 feet markers;
  - b. Place district signs;
  - c. Place tables and chairs;
  - d. Hang flag in conspicuous spot in polling place;
  - e. Place "demonstration machine" in convenient place;
  - f. Place pressed board on tables, if necessary.

These details must meet with the approval of the moderator.

4. After the polls are closed, the custodian should gather all the above-mentioned equipment and be sure it is properly stored for future elections.
5. In addition to the above-details, custodians should offer assistance with any other shift details that would be helpful to the representatives of the office of the Registrars of Voters.

\*In some primaries, hours of duty are about 1:00 p.m. to 9:00 P.M.

- 21.7 Employees may be subject to medical examinations upon direction by the Superintendent or his or her designee in accordance with applicable state and federal law.

### **ARTICLE XXII - DURATION**

- 22.0 This Agreement shall be retroactive from July 1, 2012 and shall remain in full force and effect until June 30, 2018, and thereafter and shall continue in effect from year to year, if both parties so agree. It may be amended at any time by mutual agreement or upon the anniversary date of said Agreement by giving it to the other party not less than one hundred fifty (150) days written notice of intention to propose amendments. This Article shall be subject to the provisions of the Municipal Employee Relations Act (MERA).

### **ARTICLE XXIII - CRIMINAL CONDUCT**

- 23.0 If a bargaining unit member is arrested for sexual assault, child abuse or a violent felony involving the death of a human being, he/she shall immediately notify the Chief Labor and Legal Officer.

If a bargaining unit member is convicted of a felony crime against a person, sexual assault, child abuse, or any felony involving drugs, weapon(s), or violence, he/she shall immediately notify the Chief Labor and Legal Officer, in writing.

**APPENDIX A – SALARY SCHEDULES**

**HARTFORD BOARD OF EDUCATION  
SALARY SCHEDULES  
CUSTODIAL BARGAINING UNIT  
July 1, 2012 – June 30, 2014**

| <b>Schedule</b> | <b>1</b> | <b>2</b> | <b>3</b> | <b>4</b> |
|-----------------|----------|----------|----------|----------|
| 32A             | 11,248   | 12,000   | 12,759   | 13,503   |
| 32B             | 14,063   | 15,002   | 15,947   | 16,873   |
| 40A             | 14,654   | 15,628   | 16,607   | 17,581   |
| 40B             | 17,582   | 18,751   | 19,929   | 21,099   |
| 66              | 45,393   | 47,648   | 49,933   |          |
| 73              | 24,122   | 25,424   | 26,683   |          |
| 74              | 28,508   | 30,045   | 31,528   |          |
| 75              | 27,774   | 29,080   | 30,486   |          |
| 76              | 32,826   | 34,370   | 36,034   |          |
| 76A             | 27,774   | 29,080   | 30,486   |          |
| 77              | 35,241   | 36,873   | 38,505   |          |
| 77A             | 29,843   | 31,207   | 32,593   |          |
| 78              | 40,140   | 41,755   | 43,393   | 45,025   |
| 79              | 42,585   | 44,212   | 45,842   | 47,470   |
| 80              | 45,025   | 46,658   | 48,287   | 49,933   |
| 81              | 45,025   | 46,658   | 48,287   |          |
| 82              | 36,465   | 38,092   | 39,733   |          |
| 83              | 45,283   | 46,104   | 46,925   | 48,547   |
| 71A             | 12.17    | 12.99    | 13.73    |          |
| 71B             | 13.52    | 14.32    | 15.12    |          |
| 71C             | 14.92    | 15.77    | 16.60    |          |
| 71D             | 16.89    | 17.77    | 18.57    |          |
| 84              | 52,000   | 54,080   | 56,164   |          |

**APPENDIX A – SALARY SCHEDULES**

**HARTFORD BOARD OF EDUCATION  
SALARY SCHEDULES  
CUSTODIAL BARGAINING UNIT  
2014-2015**

|     | 1      | 2      | 3      | 4      |
|-----|--------|--------|--------|--------|
| 32A | 11,473 | 12,240 | 13,014 | 13,773 |
| 32B | 14,344 | 15,302 | 16,266 | 17,210 |
| 40A | 14,947 | 15,941 | 16,939 | 17,933 |
| 40B | 17,934 | 19,116 | 20,328 | 21,521 |
| 66  | 46,301 | 48,601 | 50,932 |        |
| 73  | 24,604 | 25,932 | 27,217 |        |
| 74  | 29,078 | 30,646 | 32,159 |        |
| 75  | 28,329 | 29,662 | 31,096 |        |
| 76  | 33,483 | 35,057 | 36,755 |        |
| 76A | 28,329 | 29,662 | 31,096 |        |
| 77  | 35,946 | 37,610 | 39,275 |        |
| 77A | 30,440 | 31,831 | 33,245 |        |
| 78  | 40,943 | 42,590 | 44,261 | 45,926 |
| 79  | 43,437 | 45,096 | 46,759 | 48,419 |
| 80  | 45,926 | 47,591 | 49,253 | 50,932 |
| 81  | 45,926 | 47,591 | 49,253 |        |
| 82  | 37,194 | 38,854 | 40,528 |        |
| 83  | 46,189 | 47,026 | 47,864 | 49,518 |
| 71A | 12.41  | 13.25  | 14.00  |        |
| 71B | 13.79  | 14.61  | 15.42  |        |
| 71C | 15.22  | 16.09  | 16.93  |        |
| 71D | 17.23  | 18.13  | 18.94  |        |
| 84  | 53,040 | 55,162 | 57,287 |        |

**APPENDIX A – SALARY SCHEDULES**

**HARTFORD BOARD OF EDUCATION  
SALARY SCHEDULES  
CUSTODIAL BARGAINING UNIT  
2015-2016**

|     | 1      | 2      | 3      | 4      |
|-----|--------|--------|--------|--------|
| 32A | 11,760 | 12,546 | 13,339 | 14,117 |
| 32B | 14,703 | 15,685 | 16,673 | 17,640 |
| 40A | 15,321 | 16,340 | 17,362 | 18,381 |
| 40B | 18,382 | 19,594 | 20,836 | 22,059 |
| 66  | 47,459 | 49,816 | 52,205 |        |
| 73  | 25,219 | 26,580 | 27,897 |        |
| 74  | 29,805 | 31,412 | 32,963 |        |
| 75  | 29,037 | 30,404 | 31,873 |        |
| 76  | 34,320 | 35,933 | 37,674 |        |
| 76A | 29,037 | 30,404 | 31,873 |        |
| 77  | 36,845 | 38,550 | 40,257 |        |
| 77A | 31,201 | 32,627 | 34,076 |        |
| 78  | 41,967 | 43,655 | 45,368 | 47,074 |
| 79  | 44,523 | 46,223 | 47,928 | 49,629 |
| 80  | 47,074 | 48,781 | 50,484 | 52,205 |
| 81  | 47,074 | 48,781 | 50,484 |        |
| 82  | 38,124 | 39,825 | 41,541 |        |
| 83  | 47,344 | 48,202 | 49,061 | 50,756 |
| 71A | 12.72  | 13.58  | 14.35  |        |
| 71B | 14.13  | 14.98  | 15.81  |        |
| 71C | 15.60  | 16.49  | 17.35  |        |
| 71D | 17.66  | 18.58  | 19.41  |        |
| 84  | 54,366 | 56,541 | 58,719 |        |

**APPENDIX A – SALARY SCHEDULES**

**HARTFORD BOARD OF EDUCATION  
SALARY SCHEDULES  
CUSTODIAL BARGAINING UNIT  
2016-2017**

|     | 1      | 2      | 3      | 4      |
|-----|--------|--------|--------|--------|
| 32A | 11,995 | 12,797 | 13,606 | 14,399 |
| 32B | 14,997 | 15,999 | 17,006 | 17,993 |
| 40A | 15,627 | 16,667 | 17,709 | 18,749 |
| 40B | 18,750 | 19,986 | 21,253 | 22,500 |
| 66  | 48,408 | 50,812 | 53,249 |        |
| 73  | 25,723 | 27,112 | 28,455 |        |
| 74  | 30,401 | 32,040 | 33,622 |        |
| 75  | 29,618 | 31,012 | 32,510 |        |
| 76  | 35,006 | 36,652 | 38,427 |        |
| 76A | 29,618 | 31,012 | 32,510 |        |
| 77  | 37,582 | 39,321 | 41,062 |        |
| 77A | 31,825 | 33,280 | 34,758 |        |
| 78  | 42,806 | 44,528 | 46,275 | 48,015 |
| 79  | 45,413 | 47,147 | 48,887 | 50,622 |
| 80  | 48,015 | 49,757 | 51,494 | 53,249 |
| 81  | 48,015 | 49,757 | 51,494 |        |
| 82  | 38,886 | 40,622 | 42,372 |        |
| 83  | 48,291 | 49,166 | 50,042 | 51,771 |
| 84  | 55,453 | 57,671 | 59,894 |        |
| 71A | 12.97  | 13.85  | 14.64  |        |
| 71B | 14.41  | 15.28  | 16.13  |        |
| 71C | 15.91  | 16.82  | 17.70  |        |
| 71D | 18.01  | 18.95  | 19.80  |        |

**APPENDIX A – SALARY SCHEDULES**

**HARTFORD BOARD OF EDUCATION  
SALARY SCHEDULES  
CUSTODIAL BARGAINING UNIT  
2017-2018**

|     | 1      | 2      | 3      | 4      |
|-----|--------|--------|--------|--------|
| 32A | 12,175 | 12,989 | 13,810 | 14,615 |
| 32B | 15,222 | 16,239 | 17,261 | 18,263 |
| 40A | 15,861 | 16,917 | 17,975 | 19,030 |
| 40B | 19,031 | 20,286 | 21,572 | 22,838 |
| 66  | 49,134 | 51,574 | 54,048 |        |
| 73  | 26,109 | 27,519 | 28,882 |        |
| 74  | 30,857 | 32,521 | 34,126 |        |
| 75  | 30,062 | 31,477 | 32,998 |        |
| 76  | 35,531 | 37,202 | 39,003 |        |
| 76A | 30,062 | 31,477 | 32,998 |        |
| 77  | 38,146 | 39,911 | 41,678 |        |
| 77A | 32,302 | 33,779 | 35,279 |        |
| 78  | 43,448 | 45,196 | 46,969 | 48,735 |
| 79  | 46,094 | 47,854 | 49,620 | 51,381 |
| 80  | 48,735 | 50,503 | 52,266 | 54,048 |
| 81  | 48,735 | 50,503 | 52,266 |        |
| 82  | 39,469 | 41,231 | 43,008 |        |
| 83  | 49,015 | 49,903 | 50,793 | 52,548 |
| 84  | 56,285 | 58,537 | 60,792 |        |
| 71A | 13.16  | 14.06  | 14.86  |        |
| 71B | 14.63  | 15.51  | 16.37  |        |
| 71C | 16.15  | 17.07  | 17.97  |        |
| 71D | 18.28  | 19.23  | 20.10  |        |

**APPENDIX B**  
**566 POSITIONS AND GRIDS**

The provisions of this Appendix are included in the Agreement for informational purposes only and shall not be subject to the grievance procedure. Nothing here shall be construed to limit the Board's right to create or eliminate positions.

- 32a Head Lunch Supervisor (elementary)**
- 32b Head Lunch Supervisor (elementary)**
- 40a Head Lunch Supervisor (middle/high)**
- 40b Head Lunch Supervisor (middle/high)**
  
- 71a Food Service Worker**
- 71b Assistant Cook/Baker II**
- 71c Cook, Baker, Cook Manager – Elementary**
- 71d Cook Manager – Middle**
  
- 75 Gym and Pool Assistant (10 month)**
  
- 76 Custodian II – 12 month, Messengers, Pool Assistant -12 month, M&C  
Journeyman, M&C Helper**
- 77 Truck Driver – 12 month, Groundskeeper, Night Leadsman**
- 78 Head Custodian – Class I**
- 79 Head Custodian – Class II**
- 80 Head Custodian – Class III**
- 81 Custodian & Mechanical Journeyman**
- 82 Maintenance & Custodial Helper**
- 83 Skilled Tradesman ( Painter, Carpenter)**
- 84 Licensed Trades – HVAC Mechanic, Plumbers, Electricians, Control Mechanics**

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**SIDE LETTER BETWEEN THE HARTFORD BOARD OF  
EDUCATION AND AMERICAN FEDERATION OF STATE,  
COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME), LOCAL  
566, AFL-CIO**

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Health/Dental Insurance

The Parties agree to the following changes in the benefits provided:

Effective July 1, 2016, the Board shall be able to implement the following:

1. Mandatory generic substitution (mandatory generic may be overridden by written explanation of medical necessity of brand name drug by patient's physician.
2. State of Connecticut Maintenance Drug Network. If this plan is not available to the Board, it shall no longer be offered to the membership.

Board's Modified PPO for eligible members of Local 566:

|                              |       |
|------------------------------|-------|
| Office Visit Co-Payment:     | \$30  |
| Specialist Visit Co-Payment: | \$40  |
| In-patient Co-Payment:       | \$150 |
| Out-patient Co-Payment:      | \$100 |
| Emergency Room Co-Payment:   | \$100 |
| Urgent Care Co-Payment:      | \$25  |

Out-of-Network visits shall be subject to a \$250 deductible and 20% coinsurance for an individual plan up to a \$1,250 yearly maximum. Family plans shall be subject to a \$500 deductible and 20% coinsurance up to a \$2,500 yearly maximum.

IN WITNESS WHEREOF, the parties have set their hands this \_\_\_\_ day of \_\_\_\_\_, 2016.

FOR THE HARTFORD BOARD  
EDUCATION:  
MUNICIPAL

FOR THE AMERICAN FEDERATION  
OF STATE, COUNTY AND

EMPLOYEES (LOCAL 566):

BY: \_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

---

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE HARTFORD BOARD OF EDUCATION  
AND THE  
AMERICAN FEDERATION OF STATE, COUNTY, AND  
MUNICIPAL EMPLOYEES (AFSCME), LOCAL 566, AFL-CIO**

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The Union and the Board acknowledge the Board's practice to separate an employee from service (self-resign) if the member fails to appear for work without authorization. This practice is long-standing and is not subject to the grievance procedure.

If a member fails to appear for work and does not call in, that day is considered unauthorized and unpaid. If a member fails to appear for work and has not been approved for a leave, he/she may be separated from service as having abandoned his/her position or self-resigned. If a person is running out of leave time or has run out of time, and has not be authorized for any other kind of leave, the Administration sends a notice to the home address listed in the payroll system indicating these facts and requiring that the member return to work by a date certain. If the member fails to appear by such date, the member is self-resigned. Three days without authorization for the first occurrence is the minimum for a self-resignation. A letter is sent to confirm the self-resignation. This process is followed when the member is out of time but legitimately sick or when the person fails to appear but has not been approved for leave. One example of the latter is going on a trip for vacation and failing to return for work. In that case, the letter is sent to the home address on record and the confirming letter is sent if the member does not return as directed. Once a person has received a "self-resignation" notice and reappears for work, he/she no longer receives the same minimum of three day grace period if the same occurs in the future. In those cases where notice is given, even one unauthorized day can be treated as a self-resignation.

FOR THE HARTFORD BOARD  
EDUCATION:

FOR THE AMERICAN FEDERATION  
OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES (LOCAL 566):

BY: \_\_\_\_\_

BY: \_\_\_\_\_