

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE HARTFORD BOARD OF EDUCATION**

**AND**

**THE HARTFORD FEDERATION OF SCHOOL SPECIAL  
POLICE OFFICERS  
LOCAL 1018D, AFT, AFL-CIO**

~~July 1, 2016 — June 30, 2017~~

**July 1, 2017 – June 30, 2024**

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**HARTFORD BOARD OF EDUCATION  
AND THE  
HARTFORD FEDERATION OF SCHOOL SPECIAL POLICE OFFICERS  
LOCAL #1018D, AFT, AFL-CIO**

**THIS AGREEMENT IS MADE AND ENTERED INTO** by and between the Hartford Board of Education (hereinafter referred to as "The Board") and the Hartford Federation of School Special Police Officers (hereinafter referred to as the "Federation").

**WHEREAS**, the School Special Police officers employed by the Hartford School System selected as their sole representative the Federation, resulting in the Federation becoming exclusive bargaining representative for all School Special Police Officers in the unit; and

**WHEREAS**, the Board and its designated representative have met with representatives of the Federation and have fully considered and discussed amongst themselves, salary schedules, working conditions, personnel policies and other conditions relative to employment, it is agreed as follows:

**ARTICLE I  
RECOGNITION**

The Board recognizes the Federation as the exclusive bargaining representative for all employees in the position designated as "School Special Police Officers" for the purpose of negotiating with respect to salary schedules, fringe benefits and conditions relative to employment. A School Special Police Officer is a non-certified person employed by the Board whose duty is to support the administration and school staff in providing control and enforcing laws related to school security. No School Special Police Officer will be assigned as his/her regular duties the work of any other Board bargaining unit employee. Effective July 1, 2012, the Board shall refer to the members of the bargaining unit as Safety Officers.

**ARTICLE II  
BOARD PREROGATIVES**

Except as otherwise abridged or modified by any provision of this Agreement, the Board has and will continue to retain, 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. These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in a manner inconsistent with or in violation of any of the specific terms and provisions of this Agreement.

No action taken by the Board with respect to such rights, responsibilities and prerogatives, other than as there are specified provisions herein elsewhere contained, shall be subject to the grievance provisions of this Agreement.

**ARTICLE III  
DURATION OF AGREEMENT**

A. Negotiation over Successor Agreement:

1. This Agreement shall be in full force and effect from the date of its signing through the 30th day of June, ~~2016~~ **2024**. The parties shall enter into negotiations for a successor agreement one hundred twenty (120) days prior to the expiration of this agreement as provided by applicable state law.
2. During negotiations, the Board and the Federation shall confer at reasonable times appropriately scheduled with regard for the budgetary calendar and exchange relevant data, points of view and proposals and counterproposals. The Board shall provide the Federation with materials and/or information necessary to discuss salaries, fringe benefits and working conditions. It is understood that the materials relate only to the Federation.

B. Negotiation over Matters Not Covered by Terms of Agreement:

1. This Agreement contains the full and complete agreement between the Board and the Federation on all bargainable issues, and neither party shall be required during the term hereof to negotiate or bargain upon any issue, whether it is covered, or not covered in this Agreement. All prior practices, agreements and understandings are void and of no force and effect unless specifically incorporated herein.
2. This Agreement may be amended or modified by the mutual agreement of the parties, although it is recognized that neither party has any obligation to negotiate such amendment or modification during the life hereof.
3. The Board shall not adopt a change in policy affecting fringe benefits, working conditions, or matters relative thereto not covered by the terms of this Agreement, unless such change in policy is submitted in writing to the Federation for discussion at least ten (10) working days prior to its adoption.

**ARTICLE IV  
SALARY**

A. Wages:

Bargaining unit members shall be paid in accordance with the salary schedule as set forth in Appendix A. Appendix A is annexed hereto and is hereby made a part of this Agreement. Members shall be paid on the 26 pay plan effective for the 2009-10 school year. Effective January 1, 2014, the Board may require direct deposit and provision of electronic notification of pay at its discretion. Exceptions may be granted for reasonable cause.

B. Increments:

To be eligible for increments, bargaining unit members must receive a satisfactory or better on the evaluation instrument. The Federation shall have the right to grieve procedural defects in the evaluation process only through the Labor Relations Manager level. The substance of the evaluation shall not be subject to the grievance procedure. In order to withhold an increment payment when such payments are made, the Administration must provide written notice, at least two months prior to the year-end evaluation of the bargaining unit member, indicating that there are performance concerns.

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.

There shall be ~~no increments during the life of this agreement~~ **a single increment for the 2021-2022 school year and no other increments during the life of this agreement.**

C. Performance Incentive

Each member who works in a 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. This provision shall not be subject to the grievance procedure.

Employee's longevity payment shall be earned on the employee's anniversary in recognition of their length of service and is to be computed as set forth in Schedule B. which is annexed thereto and hereby made a part hereof. Said payment will be made annually in one lump sum, on July 1. Pro-rata longevity payments will be made to an employee in the event said employee terminates his/her services with the Board. For purposes of said longevity payments, employees on paid sick leave shall be included under said longevity payment schedule.

D. **For the 2021-2022 school year,** salaries for additional workdays beyond the contractual work year of 183 days shall be based on 1/183 of the salary of the employee.

**Starting July 1, 2022, salaries for additional workdays beyond the contractual work year of 184 days shall be based on 1/184 of the salary of the employee.**

E. Overtime:

1. If an employee is requested to work beyond a forty (40) hour week, compensation shall be at a rate equal to one-&-one half (1.5) times his/her regular rate of pay. Holiday hours will be counted as time worked for the purposes of calculating hours worked in a week. Holidays for the purpose of this Article include the days listed below only if the bargaining unit member does not work on that day and school is not in session on that day:

- a. New Year's Day
- b. Martin Luther King, Jr. Day
- c. President's Day
- d. Good Friday
- e. Memorial Day
- f. Labor Day
- g. Thanksgiving Day
- h. Day after Thanksgiving Day
- i. Christmas Day

2. Double time (2.0) shall be paid for work on Sundays or holidays (excluding Thanksgiving) provided the employee works forty (40) hours the same week of the holiday or the week preceding the Sunday. Such overtime is to be computed in quarter hour blocks.
3. Any bargaining unit member assigned to work beyond his/her regular hours at a Hartford Board of Education event or activity, etc. (e.g. power hour, daycare, aftercare, athletic activities, etc.) shall be paid in accordance with the above language. If a bargaining unit member is assigned work beyond his/her regular hours for an event or activity paid for by an outside vendor (e.g. Boys & Girls Club, Urban League, etc.), he/she shall be guaranteed a minimum of three (3) hours of work.
4. Employees called in for an activity outside their regularly scheduled hours which is cancelled, shall be paid a minimum of three (3) hours at time and one-half their regular hourly rate provided the hours are not consecutively annexed to either end of their workday. Said payment will be made when the employee has not been notified in person of the cancellation of the activity. Notification may be in person or through a notice of cancellation broadcast in the same manner as school closings.

C. Recognition for Professional Improvement

1. When an employee completes a two (2) year degree which is job-related and has been approved by the Office of Talent Management, he/she shall be given one (1) additional step on the salary schedule in either September or January, whichever falls first.
2. When an employee completes a four (4) year degree which is job-related and has been approved by the Office of Talent Management, he/she shall be given two (2) additional steps on the salary schedule in either September or January, whichever falls first.
3. A new or current employee who has already completed a two (2) year or four (4) year degree may submit his/her degree to the Office of Talent Management and Labor Relations. If the degree is determined to be job related, then additional step(s) on the salary schedule shall be granted to the employee in September or January, whichever comes first after the submission of the degree to the Human

Resources Department and Labor Relations. A two (2) year job related degree shall result in one (1) additional step on the salary schedule; a four (4) year job related degree shall result in, two (2) additional steps on the salary schedule. The maximum number of steps an employee can earn for professional improvement is two (2) steps.

## **ARTICLE V SALARY PLACEMENT UPON INITIAL EMPLOYMENT**

In determining the initial placement on the salary schedule for employees new to the bargaining unit, the Superintendent or his/her designee may make appropriate placements. However, in no case shall such new employee be placed on the top step unless the new employee has relevant work experience. This provision shall not be subject to the grievance procedure.

## **ARTICLE VI FRINGE BENEFITS**

The fringe benefits shall be those enumerated in Appendix C, incorporated herein.

## **ARTICLE VII GRIEVANCE PROCEDURE**

### Section 1 – Definition

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

### Section 2 – Procedures

Adjustment of all grievances shall be sought in accordance with the following three-step procedure:

Step 1: A bargaining unit member must submit his/her grievance in writing and such grievance must be received by the immediate supervisor within five (5) 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 specific contract provision(s) alleged to be violated. Such immediate supervisor may request a meeting with the employee prior to making his/her decision, but in any event must render his/her decision within five (5) workdays of the submission. The employee 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.

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/Director of Staffing~~ **Senior Executive Director of Human Resources** (or specified designee) and the Federation President (or designee).

Step 2: If no satisfactory settlement is reached, the grievance may be pursued by the bargaining unit member to the ~~Chief Labor and Legal Officer~~ **Senior Executive Director of Human Resources** by providing the ~~Chief Labor and Legal Officer~~ **Senior Executive Director of Human Resources** with a copy of such grievance and, requesting a meeting in writing, within ten (10) workdays of the decision of the Supervisor. The ~~Chief Labor and Legal Officer~~ **Senior Executive Director of Human Resources** or his/her designee will schedule a meeting with the Grievant to attempt to resolve the issues related to the grievance within twenty (20) workdays following the bargaining unit member's filing the grievance with the ~~Chief Labor and Legal Officer~~ **Senior Executive Director of Human Resources**. The ~~Chief Labor and Legal Officer~~ **Senior Executive Director of Human Resources** shall have ten (10) workdays 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 Federation may seek arbitration of the grievance before the American Arbitration Association. The Federation's request for arbitration shall be in writing and must be filed with the American Arbitration Association with a copy to the ~~Chief Labor and Legal Officer~~ **Senior Executive Director of Human Resources** within ten (10) workdays after the receipt of the ~~Chief Labor and Legal Officer's~~ **Senior Executive Director of Human Resources'** (or his/her designee's) decision at Step 2 or not later than ten (10) workdays following the expiration of the time limits for making such a decision, whichever shall occur first. The decision of the AAA arbitrator shall be final and binding upon both parties, provided it is in accordance with the law. The arbitrator shall have no power to add to, delete from, or modify in any way the provisions of this Agreement.

The specific provision(s) of the Agreement which are involved in the matter must be identified in the submission.

### Section 3 – General

1. 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.
2. If a grievance is not processed in accordance with the time or procedural requirements, it shall be deemed withdrawn.
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 in Section 1 above, not presented for disposition through the grievance procedure described under Section 2 above within five (5) workdays 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 agreement between the ~~Chief Labor and Legal Officer~~ **Senior Executive Director of Human Resources** and the Union.
  5. Grievances arising from the action of an official other than the coordinator, supervisor, or principal shall be filed against that official.
  6. No employee may file for arbitration or appeal to the ~~Chief Labor and Legal Officer~~ **Senior Executive Director of Human Resources** under this procedure except with the approval and participation of the Union. No employee may file for arbitration as an individual, but only the Federation may file an appeal to arbitration hereunder.
  7. 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 providing services to students. 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.
  8. The Union will be notified, in advance, of the time and location of grievance meetings held by the ~~Chief Labor and Legal Officer~~ **Senior Executive Director of Human Resources**.
  9. 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.
  10. After the last day of school and prior to the beginning of the next school year, the work "day" shall mean weekdays excluding Board holidays, Saturdays, and Sundays.

## **ARTICLE VIII FAIR PRACTICES**

- A. The Board agrees to continue its policy of not discriminating against any member of the bargaining unit on the basis of race, creed, color, national origin, age, sex, sexual orientation or marital status or membership or participation in, or association with, the activities of any organization.

- B. The Federation agrees, in accordance with its constitution, to continue to admit persons to membership without discrimination on the basis of race, creed, color, national origin, age, sex, sexual orientation, marital status, and to represent equally all members of the bargaining unit.
- C. The provisions of this article are included in the agreement for informational purposes only, and shall not be subject to the grievance procedure.

**ARTICLE IX  
OPPORTUNITIES AND ASSIGNMENTS**

- A. Vacancies and new positions that are to be filled will be posted throughout the system for five (5) school days as they occur. Bargaining unit members must apply within ten (10) school days.
- B. The principal criterion for consideration of a request for change in assignment is whether the transfer will result in the best educational program for Hartford Public School children.
- C. Only regular employees may request transfers. After a transfer has been granted, employees will not be eligible to apply for another transfer for one (1) year.
- D. The Federation will be notified on a monthly basis of any changes in assignments or new employees.
- E. The Federation recognizes the right of the Board for education reasons to assign newly hired employees prior to reassigning those who have requested a transfer.
- F. Summer vacancies shall be offered first to qualified bargaining unit members within the assigned school. The determination of a member's qualification shall be based upon a number of factors including, but not limited to: qualifications for position, satisfactory job performance, seniority, prior relevant experience, professional improvement, receipt of disciplinary action and attendance.
- G. In determining who shall be selected from among qualified applicants, the following criteria will apply:
  - 1. Job performance
  - 2. Prior experience
  - 3. Professional improvement
  - 4. Qualifications of the position
  - 5. Discipline/Attendance

Where candidates are relatively equal in the above criteria, seniority shall be the determining factor. Where candidates are not relatively equal in the above criteria, seniority shall be considered as an additional factor.

H. Involuntary Transfer

The Board reserves the right to change a member's assignment in its sole discretion with at least two weeks notice, whenever possible, without meeting the requirements listed below (1) if a school is being redesigned, closed, or reconstituted; or (2) the Administration is implementing a Board policy related to nepotism.

Otherwise, the Administration shall follow the following procedure -

1. Before an involuntary transfer is made the Board shall ask volunteers who may wish to transfer to the new or vacant position.
2. Failing a response by any volunteer, the Board may fill said positions through involuntary transfer.
3. Where possible, involuntary transfers shall not be made without the prior knowledge of and discussion with the employee concerned. The employee shall be notified of the reason(s) for the transfer at least two (2) weeks prior to the effective transfer date.
4. If prior notice is not possible, the affected employee may request a meeting to discuss the reason for the transfer. Said meeting shall be scheduled within ten (10) working days of the employee's request, whenever possible, but in no event later than fifteen (15) working days.

- I. Vacancies shall be filled within thirty (30) calendar days from the closing date of the posting provided there is at least one (1) qualified applicant and funding is available. In filling a vacancy, preference will be given to unit members who have a positive work record.

## ARTICLE X NOTICES AND ANNOUNCEMENTS

All official circulars from the Superintendent's office and from the Board which are intended for the information of the employees shall be delivered to the President of the Federation who will disseminate such information to the Federation membership.

## ARTICLE XI FEDERATION RIGHTS

- A. The Board agrees to deduct via payroll dues for all members of the bargaining unit **who provide express written permission to the Senior Executive Director of Human Resources for such fee to be deducted via payroll**, ~~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.~~ The proper deduction will be made each month from the employee's salary and forwarded to the Federation monthly.

Upon the payment thereof to the Federation, the Board shall be held free and harmless from any liability in handling such Federation dues and may require a release from the Federation.

**B. The Federation shall hold the Board and the City harmless against any and all claims, demands, liabilities, lawsuits, counsel fees or other costs which may arise out of, or by reason of, actions taken against the Board and/or the City as a result of the administration of the provisions of this article.**

C. Wherever possible, one (1) bulletin board shall be reserved at an accessible place in Hartford Public Schools, for the exclusive use of the Federation for the posting of official Federation notices or announcements.

D. The Federation may call meetings in each school before or immediately after or during the lunch hour upon request and permission from the principal. Individuals having assignments at the time the meeting is scheduled must request and receive individual permission to attend. Permission in either instance shall not be unreasonably withheld.

E. The Board agrees to furnish a copy of this Agreement to each employee. The cost of reproducing the same shall be shared between the Board and the Federation.

F. There shall be made available to the Federation upon its request any and all information, statistics and records which the Federation may deem to be relevant or necessary for the proper enforcement and implementation of the terms of this Agreement, to the extent to which such material is readily available or is reasonably obtainable. Records of employees other than those involved shall not be available without the approval of the individual employees.

G. Whenever members of the bargaining units are scheduled by the parties to participate during school hours in a conference or meeting, they shall suffer no loss in pay.

H. A copy of the public agenda of the regular Board meetings shall be available to the official Federation representatives to the Board, to the extent possible, twenty-four (24) hours prior to the meetings. This representative shall be advised as soon as possible of all special meetings.

I. Notices & Announcements:

A copy shall be sent to the Federation office of any notice, directive or bulletin, relating to members of the bargaining unit generally or to any substantial group of members of the bargaining unit.

J. Federation Leave:

Members of the bargaining unit who are elected or appointed to a full-time position with the Federation (local, state, or national) will, upon proper application, be granted a one-year leave of absence without pay for the purposes of accepting a position. Such leave may be extended for one (1) additional year upon proper application prior to June 1. A member of the bargaining unit granted such leave of absence shall have available all insurance and other benefits payable to the employee and the Federation and shall, during such leave, accrue seniority, salary increment and like benefits (excluding, however, sick leave days) as though he/she was in regular service. Upon return to service, he/she will be placed in the assignment, which he/she left if the position has not been eliminated, otherwise in a comparable position with such accrued benefits and increments as he/she would have earned had he/she been on active service.

K. Superseniority:

Superseniority shall be given to no more than four (4) Federation officers during the life of the contract. Each September the Federation shall provide the Board with a list of the names of officers whom are covered under this provision for the particular year.

L. Delegated Release Time:

No more than three (3) Federation officials shall be allowed six (6) days per year with pay to attend official Federation conferences and conventions. The maximum number of delegated release days shall be eighteen (18) days over the life of the contract with a yearly accumulation of six (6) unused days per year. Each year the Federation shall inform the Director of Staffing and the ~~Labor and Legal Officer~~ **Senior Executive Director of Human Resources** of the names of the three (3) delegates. Adequate advance notification shall be given to (1), the building Administrator, (2) the security Administrator, and (3) the ~~Chief Labor and Legal Officer~~ **Senior Executive Director of Human Resources**. Final approval shall be given by the ~~Chief Labor and Legal Officer~~ **Senior Executive Director of Human Resources** and shall not be unreasonably withheld.

## ARTICLE XII SENIORITY

- A. Except for school related benefits, seniority shall be based on the employee's length of service in the bargaining unit position. In the case of an administrative transfer, seniority shall be carried with the employee to the school where he/she is transferred.
- B. Seniority shall continue to accrue during all authorized leaves of absence with pay and sick leaves.

- C. In case of a tie, seniority shall be determined by the most current evaluation rating in the employee's personnel file. The evaluation form must be the same for each employee involved for the same school years; the overall rating range is to be used. Otherwise, or in the case of a tie between the ranges, the last four digits of the employee's social security number shall be used, the higher number having more seniority.

**ARTICLE XIII  
PERSONAL LEAVES OF ABSENCE**

- A. Employees shall be permitted absences, without loss in pay, and with deduction from sick leave accumulation, up to a total of no more than five (5) days in any school year for any or all the reasons listed below. An employee who has taken personal leave on an emergency basis must make the necessary arrangements upon the date of his/her return from leave to file the Confidential Leave Request Form Failure to do so will mean loss of pay for that day. If such leave occurs on the last work day in June, the Confidential Leave Request must be filed prior to June 30.

Reasons:

1. In the event of serious illness or death of wife, husband, father, mother, son, daughter, grandfather, grandmother, grandchildren, father in law, mother in law, sister, brother, sister in law, brother in law, uncle, aunt, or child related by blood or marriage or member of his/her immediate household, not to exceed five (5) in any school year.
2. Holy days not to exceed three (3) days in any school year that are mandated by an established religion as a non work day.
3. Quarantine.
4. Absence for ~~husband~~ spouse for birth of child to ~~wife~~ spouse not to exceed two (2) days in any school year. Absence for parent for adoption of child not to exceed two (2) days in any work year.
5. Temporary absence for personal reasons is limited to situations not under the control of the applicant which makes such absence from service necessary. The designated Administrator must give prior approval.

- B. Application for Sick Leave Without Pay:

An employee with five (5) years or more of service under regular appointment who exhausts accrued sick leave may request from the Board sick leave without pay.

All such requests must be received by the ~~Chief Labor and Legal Officer~~ Senior Executive Director of Human Resources at least five (5) workdays in advance of the start of the sick leave without pay. Such requests must be made on a

Confidential Leave Request Form, must include a beginning and ending date, and must be accompanied by a doctor's note.

C. Leave Without Pay Other than Maternity:

Leaves of absence without pay shall be granted upon application to employees in cases of extreme personal hardship such as serious illness to a spouse, parent, or legal dependent. Such leave shall be limited to one (1) year.

D. Child Rearing Leave:

Child-rearing leave shall include adopting mothers or fathers and shall be limited to one (1) calendar year for employees. It shall be the policy (whenever possible) to reassign an employee on child-rearing leave to his/her former assignment provided he/she returns during the same school year.

E. Jury Duty:

An employee 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 the employee's regular wage. The employee shall give notice within two (2) days of receipt of his/her call to jury duty.

F. Military Leave:

Employees shall be granted leave without pay for military service for the duration of such service. Any such employee upon his/her return from military leave shall receive full credit toward seniority, longevity, annual salary increments, fringe benefits and other privileges contained herein, as though he/she was in regular service.

G. Professional Leave:

The Board shall pay the reasonable expenses (including fees, meals, lodging and transportation) incurred by members of the bargaining unit who attend workshops, seminars, conferences, conventions or other professional improvement sessions (such as visiting days) at the request and/or with the advance approval of the supervisor and Superintendent for particular purposes of special benefit to the school system. A written report may be required of any member of the bargaining unit attending such session. All members of the bargaining unit will be given a reasonable opportunity to participate in such programs. Approval shall not be unduly withheld.

H. Workers' Compensation:

Worker's Compensation benefits shall be paid in accordance with law.

## **ARTICLE XIV PERSONNEL FILE**

- A. **Limitations on File.**  
Official files shall be maintained so that Special Police Officers have a right of access and review of their files. No anonymous letters or materials shall be placed in a Special Police Officer's personnel file.
- B. **Right to Review File.**  
The Special Police Officer shall, upon request, be given the opportunity to review the contents of his/her file.
- C. **Right to Reply.**  
The Special Police Officer 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.
- D. **Right to Copy Material.**  
Each Special Police Officer 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 Special Police Officer.

## **ARTICLE XV LOSSES OR DAMAGES**

The Hartford Board of Education will allocate \$250 for the purpose of reimbursing employees in the bargaining unit for damage or loss of personal property, excluding cash, not covered by the employees insurance, such damage or loss to have taken place during the employees working hours. All reimbursement in full or in part to the extent of the \$250 will be made. Such payment will not duplicate any amount paid by the employee's insurance.

## **ARTICLE XVI WORK DAY & WORK YEAR**

Generally, the workday shall be defined as eight (8) consecutive hours starting no earlier than 7:00 a.m. and ending no later than 4:00 p.m. However, the Administration may create positions outside of the requirements set forth above, as a second shift. The work year **for the 2021-2022 school year** is to be composed of one hundred and eighty three days (183) working days. **As of July 1, 2022, the work year is to be composed of one hundred and eighty four (184) working days.** The eight hour day includes a 30 minute meal break where the member must be available and on site if needed to respond to a safety or security need for the school.



If the work year is increased for a member or a group of members, due to a longer school year, additional hours shall be paid at the pro-rata rate.

## **ARTICLE XVII LAYOFF & RECALL**

Layoffs shall take effect as follows by classification.

1. Temporary employees
2. Full-time employees
3. Regular employees hired since September 1, 1997 shall be laid off on the basis of seniority with the following exceptions:
  - a. Special needs of the educational program;
4. Regular employees hired prior to September 1, 1975 shall be laid-off on the basis of seniority.
5. Full-time employees laid-off shall be placed on a preferential recall list for two (2) years after the date of layoff. They shall be recalled to available positions on the basis of seniority and qualifications. If an employee is recalled from the list and does not accept said position, he/she shall be removed from the list.

## **ARTICLE XVIII SAVE HARMLESS CLAUSE**

The provisions of this Article are included in the Agreement for informational purposes only and shall not be subject to the grievance procedure. If the law is revised during the term of this Agreement, the new law will apply and supercede the language provided below.

The Board shall protect and save harmless any bargaining unit 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 accidental bodily injury to or death to any person, or in accidental damage to or destruction of property, within or without the school building, or any other acts, including but not limited to infringement of any person's civil rights, resulting in any injury, which acts are not wanton, reckless or malicious, provided such bargaining unit employee, at the time of the occurrence, was acting in the discharge of his/her duties or within the scope of employment or under the direction of the Board. (Conn. Gen. Stat. Section 10-235).

## **ARTICLE XIX SAVINGS CLAUSE**

- A. If any provision of this Agreement is, or shall be at any time, contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law, and any substitute action shall be subject to appropriate consultation and negotiation with the Federation.

- B. In the event that any provision of the Agreement is, or shall at any time, be contrary to law, all other provisions of this Agreement shall continue in effect.

**ARTICLE XX  
PROFESSIONAL IMPROVEMENT**

The Board desires to encourage the professional improvement of its employees in areas directly related to their employment. Bargaining unit members who have completed one year of satisfactory service in the Hartford Public Schools and have successfully completed the semester course shall be eligible for tuition reimbursement of up to \$500 per credit, up to a maximum of six (6) credits per year. Courses shall be eligible for reimbursement only during the school year in which the bargaining unit member took the course(s). Bargaining unit members must submit any course for reimbursement within three months of receipt of the final grade, or the claim for reimbursement shall be waived. For purposes of this article, successful completion means, at a minimum, receipt of a B or a Pass for the completed course work.

**ARTICLE XXI  
GENERAL PROVISIONS**

- A. Outside security work assignments shall be equally shared by all members of the bargaining unit at each work location.

- B. Labor Management Committee:

A committee consisting of not more than two (2) Federation members and not more than two (2) representatives of the Board shall be for the purpose of addressing and resolving areas of concern.

- C. No non-bargaining unit employees shall be assigned to work which falls within the purview of this bargaining unit on a regular basis. Security work at the central administration building shall not be considered a bargaining unit position.

- D. Members shall be provided at least the equivalent of one and a half days of in-service per year.

The Board may mandate one or two additional professional development days prior to the first day of school. If a day or days are mandated, the members shall be compensated at the pro-rata rate.

- E. Members of the bargaining unit shall not be assigned to more than one (1) work location during a work day except during the first and last week of school, teacher in-service days, student examination days and emergencies. Any such changes in work location assignments shall be equitably rotated among the members of the bargaining unit according to their classification.

Additionally, members assigned to bike patrol may be assigned to more than one location during the work day.

**ARTICLE XXII  
DISCIPLINARY PROCEDURE & DISCHARGE**

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.

**ARTICLE XXIII  
PROBATIONARY PERIOD**

New bargaining unit members shall be considered probationary during their first 120 actual working days (excluding any unauthorized or authorized leave). During the probationary period, the employee may be discharged at will, and in such event, the employee shall not have recourse to the grievance procedure. Furthermore, new employees will not attain seniority rights during the probationary period. However, upon completion of any employee's probationary period, his/her seniority shall date back to the date of his/her original employment. The Administration shall make every effort to communicate concerns about performance, in a timely manner, to the new bargaining unit member. This article shall not be subject to the grievance procedure.

**ARTICLE XXIV  
EFFECTIVE DATE**

- A. This agreement is the result of negotiations between the parties.
- B. This Agreement shall be in full force effective upon signing and shall remain in full force and effect until the Thirtieth day of June, ~~2017~~ **2024** and thereafter 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 to the other party not less than sixty (60) days written notice of intention to propose amendments.

**ARTICLE XXV  
BIKE PATROL**

- a. The Board shall create/eliminate bike patrol positions/duties; shall determine bike patrol assignments; shall determine when members, who are assigned to bike patrol, shall perform bike patrol duties; and shall create the bike patrol routes. These matters shall not be subject to the grievance procedure.
- b. Nothing shall limit the Board's discretion to assign bike patrol during any time of the school year and the Federation acknowledges and agrees that any bike patrol duties performed outside of the first ten weeks of school and the final fourteen weeks of school are covered by the terms of this Agreement and the compensation described herein.
- c. If a member is asked to perform bike patrol by the Director of Security or designee, he/she shall submit the number of days the bike was ridden on a form in order to be processed for pay. Such form must be signed by the principal and sent to the Director of Security. Pay

shall be at the rate of \$15 a day on the bike. The Director of Security must pre-authorize the number of days a member may ride.

**ARTICLE XXVI  
CRIMINAL CONDUCT AND DRUG TESTING**

If a bargaining unit member is subject to custodial arrest, he/she shall immediately notify the Director of Security and ~~the Chief Labor and Legal Officer~~ **Senior Executive Director of Human Resources**.

If a bargaining unit member is convicted of a crime, he/she shall immediately notify the Director of Security and ~~the Chief Labor and Legal Officer~~ **Senior Executive Director of Human Resources**, in writing.

Further, the Administration may, in its sole discretion, require a member to submit to a drug/alcohol test.

IN WITNESS WHEREOF, the parties have set their hands this \_\_\_\_ day of \_\_\_\_\_,  
2016 **2022**.

HARTFORD BOARD OF  
EDUCATION

HARTFORD FEDERATION OF  
SCHOOL SPECIAL POLICE OFFICERS

BY \_\_\_\_\_

BY \_\_\_\_\_

Davey Velez, President

**APPENDIX A  
SALARY SCHEDULES  
SCHOOL SPECIAL POLICE OFFICERS**

Note: State Certification shall become a job requirement (qualification) effective July 1, 2013.

For all the salary schedules below, increment advancement is determined by Article IV, B.

Members shall receive a 3% differential upon successful completion of the SPO Training Academy if such an academy is created or a 5% differential for completion of an Associate's degree or a Bachelor's degree in Criminal Justice from an accredited college or university. The degree differential shall be paid within 90 days of the provision of the official transcript and request for such differential to the Executive Director of Human Resources. This provision shall not be subject to the grievance procedure.

The Board and the Union agree that any retroactive payments related to contract settlement shall only apply to Safety Officers employed as Safety Officers at the time the Board ratifies the agreement.

	<del>2016</del>	<del>2017</del>		
	1	2	3	4
20 (183 days)	25,978	31,391	33,555	36,803
21 (201 days)	28,524	34,467	36,844	40,409

**July 1, 2017 – June 30, 2021**

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
<b><u>20 (183 days)</u></b>	<b><u>25,978</u></b>	<b><u>31,391</u></b>	<b><u>33,555</u></b>	<b><u>36,803</u></b>
<b><u>21 (201 days)</u></b>	<b><u>28,524</u></b>	<b><u>34,467</u></b>	<b><u>36,844</u></b>	<b><u>40,409</u></b>

**2017-2021 0% GWI, no step movement.**

**2021-2022**

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
<b><u>20 (183 days)</u></b>	<b><u>31,391</u></b>	<b><u>33,555</u></b>	<b><u>36,803</u></b>	<b><u>39,747</u></b>
<b><u>21 (201 days)</u></b>	<b><u>34,467</u></b>	<b><u>36,844</u></b>	<b><u>40,409</u></b>	<b><u>43,642</u></b>

**2021-2022 – all unit members move 1 step. Eliminate Step 1, create new Step 4.**

	<u>2022-2023*</u>			
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
<u>20 (184 days)</u>	<u>32,194</u>	<u>34,413</u>	<u>37,744</u>	<u>40,763</u>
<u>21 (202 days)</u>	<u>35,331</u>	<u>37,768</u>	<u>41,422</u>	<u>44,736</u>

**2022-2023 2% GWI, no step movement.**

	<u>2023-2024</u>			
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
<u>20 (184 days)</u>	<u>32,838</u>	<u>35,101</u>	<u>38,499</u>	<u>41,578</u>
<u>21 (202 days)</u>	<u>36,038</u>	<u>38,523</u>	<u>42,250</u>	<u>45,631</u>

**2023-2024 2% GWI, no step movement.**

**\*The salary scales for 2022-2023 forward reflect the addition of one workday.**

**APPENDIX B  
LONGEVITY**

**SCHOOL SPECIAL POLICE OFFICERS**

<b>YEARS</b>	<b>AMOUNT</b>
6-9	\$495
10-14	\$545
15-19	\$620
20+ PLUS	\$720

**APPENDIX C  
FRINGE BENEFITS**

Health Insurance — ~~Effective July 1, 2013, the Board shall pay eighty-nine percent (89%) of the fully insured equivalent premium and the member paying eleven percent (11%).~~ Effective July 1, 2014, the Board shall pay eighty-eight percent (88%) of the fully insured equivalent premium and the member paying twelve percent (12%).

1.
  - A. The Hartford Board of Education Preferred Plan with the following co-pays and deductibles:

Effective July 1, 2012

Three tier drug rider as follows:

\$10 generic  
\$25 formulary brand  
\$40 non-formulary brand

Mail Order: Two times the applicable co-payment for a 90-day supply.

Effective July 1, 2012, there shall be mandatory generic drug substitution consistent with the State of Connecticut Benefit Design.

Effective July 1, 2008 —

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.

\$ 20 - Office Visits Co-Pay  
\$0/\$5 - Preventive Co-Pay  
\$ 100 - Emergency Room Co-Pay  
\$150 per admission Co-Pay  
\$250/\$500 - Out of Network Co-Pay  
80%/20% - Coinsurance of \$5,000/\$10,000

Three tier drug rider as follows:

\$10 generic  
\$20 formulary brand  
\$35 non-formulary brand

Mail Order: One times the applicable co-payment for a 90-day supply.

20% - Prescription Coinsurance for Out of Network  
Unlimited Maximum

The above benefit descriptions are subject to the terms and conditions of the City of Hartford's Split Funded Contract.

Effective July 1, 2006, the following changes will take effect:

- Exclusion of Lasik surgery
- Breast Implant removal (add \$1,000 maximum)
- Exclude Rogaine and Nicorette
- Exclude sex change operation

**B. Health Insurance**

**Effective July 1, 2022 all bargaining unit members will only be eligible for a High Deductible Health Plan.**

**1. High Deductible Health Plan (“HDHP”) with a Health Savings Account (“HSA”)**

**Members shall contribute the following percentages toward the annual premium or the Anthem allocation rate plus not more than four percent (4%) for individual or family coverage on the HDHP with HSA:**

<b><u>2022-2023</u></b>	<b><u>12%</u></b>
<b><u>2023-2024</u></b>	<b><u>12.5%</u></b>

**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**



**HDHP Plan:**

**For the 2022-2023 school year, the Board shall contribute seventy-five percent (75%) of the applicable HDHP deductible amount. For the 2022-2023 school year, two-thirds the Board's contribution toward the HDHP deductible will be deposited into the HSA account during the first week of July 1, 2022 and one-third of the Board's contribution toward the HDHP deductible will be deposited into the HSA during the first week of January 2023. For the 2023-2024 school year, the Board shall contribute fifty percent (50%) of the applicable HDHP deductible amount in two equal installments. The first payment will be made during the week of July 1, 2023 and the second payment will be made during the week of January 1, 2024. In subsequent years, the payment will be made in two equal installments, the first during the week of July 1 and the second during the week of January 1. The Board's contribution will be pro-rated for members hired after July 1<sup>st</sup> in any year.**

2. The Union agrees that any portion of the health, dental or prescription drug plan may be insured or self-insured at the sole discretion of the Board. This provision shall not be subject to the grievance procedure. **The Board may change its pharmacy benefits manager in its sole discretion.**
3. **The parties acknowledge that the Board's contribution toward the funding of the HSA 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 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).**

4. Anthem Blue Cross Blue Shield Full Service Dental Plan subject to the premium cost sharing specified above. Employees and their enrolled dependents will also be provided with riders A, B, C, D, and E (DCR, up to age 25) at no cost. **As of July 1, 2022, the dental plan is subject to the premium cost sharing specified for the HDHP above.**
5. Coverage will be provided for handicapped or disabled dependent children who are ~~25~~ **26** years of age or older. The employee and their dependents must meet Anthem Blue Cross Blue Shield's periodic medical certification requirements in order to qualify for the medical coverage continuation.
6. 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% administration fee in accordance with the Congressional Omnibus Budget Reconciliation Act (COBRA).

7. Bargaining unit members who opt not to take the health insurance plan shall be paid an annual stipend of \$1,000.
8. **For informational purposes only, a** Long-Term Disability policy will be made available to bargaining unit members **by the City of Hartford** at group rates.
- ~~9. Laid off employees and legally dependent survivors shall have access to group rates for all established benefits.~~
- ~~10. Laid off employees shall have access to group rates for all current insurance coverage in accordance with the policies of the carrier and the rules and regulations of the Insurance Commissioner.~~
- 9.** The Board reserves the right to study alternative insurance plans to the plans outline in this section provided the following steps are followed:
  - The plan suggested as an alternative must contain at least a substantially equal benefit level as the present plan at no additional cost to the employee; and such alternate plans must be subject to the jurisdiction of the State Insurance Department.
  - The Federation will have the opportunity to study the plan for a period of twenty (20) working days.
  - At the end of the twenty day period, the Board and the Federation will mutually agree to an impartial arbitrator if comparability is an issue or the purpose of the comparability study.
  - If the proposed plan is comparable, portable through the United States, the Board may substitute as soon as possible.
  - Proposed changes are limited to no more than one proposed change for each type of insurance during the life of the contract.

#### **APPENDIX D REIMBURSEMENT FOR PERSONAL AUTO**

Employees who use their personal automobile for outside patrol during the months of November through April shall be compensated at a flat rate of \$20.00 per week. When officers are requested to use their personal automobiles for responsibilities other than outside patrol they will be compensated in accordance with the IRS rate at that time.

**APPENDIX E  
SEVERANCE PAY**

- A. All employees will earn two sick days a month the unused portion of which may be accumulated to a total of 175.
- B. All employees will be eligible to receive severance pay on retirement or death for unused sick leave days that they accumulate. The formula shall be as follows: For each sick leave day unused at the date of retirement or death, he/she shall receive the equivalent of one (1) day's salary to a maximum of seventy (70) days or one-half the total number of unused sick leave days, whichever is higher.
- C. The provisions of this Subsection are included in the Agreement for informational purposes only; they are not intended to be comprehensive and may not be up-to-date. This subsection shall not be subject to the grievance procedure.
- Pensions:
1. The present retirement benefits to the MERF plan of the City of Hartford shall continue in effect.
    - a. An employee with at least twenty five (25) years of service and at least fifty-five (55) years of age, or an employee with at least ten (10) years of service and at least sixty (60) years of age will be eligible for a pension based on two percent (2%) of the employees final average pay per whole year of service.
    - b. The normal retirement allowance shall amount to two percent (2%) of final average pay for each year of service to a maximum of seventy percent (70%) of final average pay. The final average pay will be computed on the basis of the employee's highest five (5) of the last ten (10) years of his/her gross earnings.
    - c. Any employee who is age fifty-five (55) with at least ten (10) years of service but less than twenty-five (25) years of service shall be eligible to receive to receive a pension based on the above formula but reduced by four percent (4%) for each year the employee retires short of age sixty (60).
    - d. Any disability or disability allowance shall be computed as provided above and shall be subject to the limitations of Section 3 (e) and 3 (f).
    - e. Commencing July 1, 1988 all employees shall contribute to the pension fund a total of four percent (4%) of the employee's earnings on which Social Security taxes are paid and seven percent (7%) of the balance of the employees earnings to his account in the fund. This contribution shall be in lieu of any previous contributions required.

- f. The employee contributions to the pension fund of employees represented by Local 1018D Hartford Federation of School Special Police Officers, HFT, CSFT, AFT, AFL-CIO will be credited with three percent (3%) interest on such contributions. Present employees will be credited with such interest on their contributions as of June 30, 1988 or to the date of their employment, whichever is late. Each July 1 after July 1, 1988 contributions and interest shall be credited with three percent (3%) interest. Once credited, the interest and contributions made by the employee to the pension fund shall be payable to the employee upon separation from the city employment except that no such payment will be made to an employee granted a pension in accordance with this Chapter XVII, Section 3.
- g. An employee will be allowed to buy into the retirement system up to four (4) years of military service provided that the employee pays the prescribed contributions with interest in accordance with the provisions and stipulations of this plan.

SIDE LETTER  
BETWEEN  
THE HARTFORD PUBLIC SCHOOLS AND  
THE HARTFORD FEDERATION OF SCHOOL SPECIAL POLICE OFFICERS

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 later 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.

THE HARTFORD BOARD OF  
EDUCATION

HARTFORD FEDERATION OF  
SCHOOL SPECIAL POLICE OFFICERS

BY Jill Cutler Hodgman

Jill Cutler Hodgman, Chief Labor  
and Legal Officer

Patricia Walters, A2a

Patricia Walters, Chief Negotiator

DRAFT