# STATE OF CONNECTICUT MUNICIPAL ACCOUNTABILITY REVIEW BOARD (MARB)

#### REGULAR MEETING NOTICE AND AGENDA Hartford Subcommittee of the MARB

Meeting Date and Time: Thursday, May 26, 2022, 10:00 AM – 12:00 PM

**Meeting Location:** This will be a virtual meeting. Meeting materials may be accessed at the following website:

https://portal.ct.gov/OPM/Marb/Hartford-Committee-Meetings-and-Materials

Call-In Instructions: Meeting participants may use the following telephone number and access code

Telephone Number: (860) 840-2075

Meeting ID: 637 604 347

#### **Agenda**

- I. Call to Order & Opening Remarks
- II. Approval of Minutes:
  - a. April 28, 2022 regular meeting
- III. Review, Discussion and Possible Action: Labor Contracts:
  - a. Local 566 (Custodians and Food Service)
  - b. Hartford Federation of School Health Professionals
  - c. Hartford Police Union
  - d. Local 1716: Memoranda of Understanding
- IV. Update: Budget Mitigation Measures
- V. Update: FY 2022 Audit Process
- VI. Other Related Business
- VII. Adjourn

#### DRAFT

# STATE OF CONNECTICUT MUNICIPAL ACCOUNTABILITY REVIEW BOARD (MARB)

# REGULAR MEETING MINUTES Hartford Subcommittee of the MARB

Meeting Date and Time: Thursday, April 28, 2022, 10:00 AM - 12:00 PM

Meeting Location: This was a virtual meeting. Meeting materials may be accessed at the following website:

https://portal.ct.gov/OPM/Marb/Hartford-Committee-Meetings-and-Materials

**Call-In Instructions:** 

Telephone Number: (860) 840-2075

Meeting ID: 533 440 274

Members in Attendance: Kimberly Kennison (OPM Secretary designee), Christine Shaw (State Treasurer

designee), Mark Waxenberg, Robert White

City Officials in Attendance: Jennifer Hockenhull, Phillip Penn, John Philip, Natasha Banks, Debra Carabillo,

Melinda Kauffman (Labor Attorney)

**OPM Staff in Attendance**: Julian Freund

I. Call to Order & Opening Remarks

The meeting was called to order at 10:10 AM.

- II. Approval of Minutes:
  - a. March 24, 2022 regular meeting

Mr. Waxenberg made a motion, with a second by Ms. Shaw, to approve the minutes. The motion passed unanimously.

- III. Review, Discussion and Possible Action: Labor Contracts:
  - a. Hartford Federation of Paraeducators

CFO Phil Penn and labor attorney Melinda Kaufmann presented a tentative agreement for a contract for a term of July 1, 2018 – June 30, 2024. It provides no retroactive wage increases prior to the current year, but does include a 2% general wage increase that is retroactive to July 1, 2021. GWIs of 2% in FY 2023 and 3% in FY 2024 are also provided. Step advancements are included for the current fiscal year and FY 2023. No step advancement is provided in FY 2024. The agreement also transitions all employees to a high deductible/health savings account insurance plan and increases premium cost shares from the current 10% to 11% over three years.

Mr. Waxenberg made a motion, with a second by Mr. White, to recommend to the MARB approval of the contract. All members voted in favor.

#### b. Local 1716, Council 4, AFSCME AFL-CIO

Ms. Hockenhull presented a tentative agreement for a contract with a term of July 1, 2021 – December 31, 2024. Covered employees include Public Works staff and other select positions in various departments. The agreement provides a general wage increase of 2% retroactive to January 1, 2022 followed by 2.5% GWIs for FY 2023 and FY 2024. Step advancement is provided in each year of the contract. No changes are made to health insurance provisions. The Subcommittee voted to recommend approval of the tentative agreement by the full MARB. Mr. Waxenberg noted that over a 10-year period, the union has accepted wage adjustments of 0% in five of those years.

Mr. Waxenberg made a motion, with a second by Ms. Shaw, to recommend to the MARB approval of the contract. All members voted in favor.

#### IV. Review, Discussion and Possible Action: Mayor's Recommended FY 2023 Budget

Mayor Bronin presented the Recommended FY 2023 Budget. The budget as proposed is essentially a status quo budget. The most significant change is the reduction in the real estate/personal property mill rate from 74.29 to 68.95 in response to the property revaluation. Residential values increased significantly while commercial values declined. The net result was an overall increase allowing for a mill rate reduction, which is a long-term goal of the City. The budget includes no borrowing and no one-time revenues. Revenue growth in the budget is driven by the increase in property values and the increased PILOT funding that was included in the FY 2022 State budget, but not reflected in the FY 2022 City budget. Corporate contributions are not included in the budget. The overall budget increase is 2.67% over the current year budget. Budgeted head count increases by twelve. The Contingency account is increased from \$2 million to \$3 million. Education is level funded in the General Fund. The budget does not rely on any ARPA funding.

Mr. White asked if the City is confident that its current mitigation plan will be sufficient to close projected budget gaps in the out-years [of the 5-Year Plan]. Mayor Bronin responded that future projections are based on conservative growth assumptions and that the City should successfully close any budget gaps, with the caveat that current inflation and wage pressures could cause the City to revisit a number of its assumptions going forward.

Mr. Waxenberg asked about the special ratio for residential property valuations. Mayor Bronin noted that the assessment ratio for residential property increased. He added that the overall tax impact in the FY 2023 budget will vary among property owners. Mr. Waxenberg also asked how the City budgets for employee health insurance. Ms. Hockenhull replied that the City uses the number of covered employees as of December as the basis for budgeting health insurance in the upcoming fiscal year.

Ms. Shaw asked about the trend in the City's contribution to the pension fund. The budget currently reflects a projection that was calculated during the prior year. The final ADEC will be determined at an upcoming pension meeting.

Ms. Kennison asked about the attrition factors used in the budget. Ms. Hockenhull replied that attrition amounts of \$1 million for non-sworn positions, \$3.7 million for Police, and \$356,000 for Fire are built into the FY 2023 budget. Ms. Kennison also noted the contingency and conservative assumptions the City uses in the 5-Year Plan. She asked the City to incorporate current year projections into the 5-Year Plan tables.

A motion was made by Mr. Waxenberg, with a second by Ms. Shaw, to recommend approval of the assumptions used in the FY 2023 Budget to the full MARB. All members voted in favor.

#### V. Review, Discussion and Possible Action: 5-Year Plan FY 2023 – FY 2027

Having discussed the 5-Year Plan during the FY 2023 budget review, a motion was made by Mr. Waxenberg, with a second by Mr. White, to recommend that the MARB approve the 5-Year Plan. All members voted in favor.

#### VI. Update: Budget Mitigation Measures

An updated written status report was included in the meeting materials.

#### VII. Other Related Business

Mr. Waxenberg noted information provided by the Board of Education showing the percentage of employees contributing to their health savings accounts. He remarked on the relatively low contribution rate. Mr. Penn noted that it may indicate a re-education opportunity.

### VIII. Adjourn

Mr. White made a motion to adjourn with a second by Mr. Waxenberg. The meeting adjourned at 11:14 AM.

#### **Summary of Hartford Local 566 of Council 4 Tentative Agreement**

This unit covers custodians, maintenance staff and cafeteria workers and is comprised of approximately 286 employees. The current contract expired on June 30, 2021. The parties reached a tentative agreement on September 26, 2019. The Union ratified the tentative agreement on April 20, 2022. The new contract will be effective retroactively from July 1, 2021 – June 30, 2025.

### **Background**

This union previously accepted zero increases for 2011-2012, 2012-2013, 2013-2014, and 2018-2019. The prior contract was from July 1, 2012 through June 30, 2018. This union contains the lowest paid group of employees and wages needed to be increased to ensure that the lowest salary lanes will meet Connecticut's minimum wage.

The prior contract ran from July 1, 2018 through June 30, 2021 and consisted of the following salary increases:

```
2018-2019 0% GWI, no steps
2019-2020 2% GWI plus 1 step
2020-2021 2% GWI plus 1 step
```

#### Salary

July 1, 2021	3% GWI, step movement for those not on top step
July 1, 2022	3% GWI, step movement for those not on top step
July 1, 2023	2.5% GWI, step movement for those not on top step
July 1, 2024	2% GWI, step movement for those not on top step

Retroactive wage increases only for those bargaining unit members who are still employed on the day the MARB approves the CBA.

#### **Other Wage Changes**

- Effective July 1, 2022, the CBA creates four classes of Night Leadsman based on the same school size criteria as the existing classes of Head Custodians.
  - o Night Leadsman Class 1 remains on salary grid 77
  - o Night Leadsman Class 2 salary grid 77 plus 25 cents per hour
  - o Night Leadsman Class 3 salary grid 77 plus 50 cents per hour
  - o Night Leadsman Class 4 salary grid 77 plus 75 cents per hour

The parties recognize that these are now considered separate classes that will be considered promotional opportunities

## Insurance

This group already moved to the High Deductible Health Plan during the last contract cycle.

As of July 1, 2022, the premium cost share will be calculated based on the Anthem allocation rate plus not more than 4% instead of the fully insured equivalent rate.

## • Premium Cost Share percentages

0	July 1, 2022	12%
0	July 1, 2023	13%
0	July 1, 2024	13%

General	Change	FY 21-22	FY 22-23	FY 23-24	FY 24-25	Total
	Change	F1 21-22	F1 22-23	F1 23-24	FT 24-25	Total
Topic	0 1111					
Wages	General Wage Increase %	3.00%	3.00%	2.50%	2.00%	
	Cost of General Wage Increase \$	\$ 342,295	\$ 352,558	\$ 302,599	\$ 248,225	\$1,245,677
	Cost of Step Change in \$	\$ 127,824	\$ 47,262	\$ 10,343	\$ 3,726	\$ 189,155
	Shift differential for Night Leads		\$ 22,360	\$ 22,360	\$ 22,360	\$ 67,080
Healthcar e	Additional contribution to premium cost share		<u> </u>	\$ (58,418)	\$ (58,418)	\$(116,836)
(Memo)	HPHP Employee Cost Share	12.0%	12.0%	13.0%	13.0%	
	Net Annual Impact	\$ 470,119	\$ 422,180	\$ 276,884	\$ 215,893	\$1,385,076
Other Measures to Offset Costs of Contract						
Food Service Fund	Portion of total cost attributable to Food Service Fund	\$ (84,340)	\$ (65,114)	\$ (55,917)	\$ (45,872)	\$ (251,243)
	Net Annual Impact Each Year	\$ 385,779	\$ 357,066	\$ 220,967	\$ 170,021	\$1,133,833

### **Other Changes**

- Amended the current transfer/promotion language to reflect the current evaluation tool.
   Also changed the criteria for transfers to be that the employee's last evaluation overall reached the required rating instead of requiring that all subcategories must equal at least the required rating allowing more flexibility in transfers. Requires notification of the union president at least five days prior to filling a vacancy.
- Holidays updated the language regarding Veteran's Day as a potential holiday to specify that if the schools are closed on Veteran's Day that the District may require employees to work Veteran's Day and provide a floating holiday during the Winter break instead. It allows a member to request to use the holiday on Veteran's Day instead of during Winter break. This accounts for the need to have custodial staff on duty during Veteran's Day in certain school buildings where twelve month employees are working on that day while allowing flexibility for custodians who desire to have Veteran's Day off.
- Eliminates the language setting forth four specific schedules for the second shift custodians, thus allowing the district more flexibility to schedule custodians based on the needs of specific buildings. Limits the district to being able to change the hours for members on second shift to two times per year (except for school vacations and summers) and requires two weeks notice of a change in hours.
- Technical changes
  - o Corrects titles throughout the document.
  - o Eliminated food service truck drivers from the list of ten month employees.

#### **NEGOTIATIONS BETWEEN**

# LOCAL 566 OF COUNCIL 4, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO ("UNION")

#### AND

### THE HARTFORD BOARD OF EDUCATION ("BOARD")

In full and final settlement of a successor agreement to their collective bargaining agreement that expired June 30, 2018 the negotiating teams for the Hartford Board of Education (the "Board") and Local 566 of Council 4, American Federation of State, County and Municipal Employees, AFL-CIO (the "Union") have tentatively agreed to the following changes to their collective bargaining agreement subject to ratification by the Board and the Union and approval by the Municipal Accountability Review Board:

#### Agreed Upon Housekeeping Items and Global Changes

Section 9.5(A) Mileage will be moved to Section 21.5 Travel and Mileage Allowances

The term "Chief Labor and Legal Officer" will be replaced throughout by "Senior Executive Director of Human Resources."

### **ARTICLE IV - SENIORITY**

#### 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 but the union president will be notified of any entry-level custodial vacancy at least five days prior to such vacancy being filled. 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 satisfactory (i.e. a 3 or above) on all categories overall on 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, except that for employees who meet all other criteria listed herein except the attendance requirement, employees who have no more than seven authorized absences in each of the two twelve month periods immediately prior to the twelve month period prior to the transfer request will be considered qualified for the transfer (for example, if a transfer was requested on August 31, 2019 and the employee had more than seven absences between September 1, 2018 and August 1, 2019, the employee could still qualify if the employee had less than seven absences in each twelve month period of September 1, 2017 through August 31, 2018 and September 1, 2016 through August 31, 2017);
- 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. <u>Custodial and Maintenance Employees in non-entry level positions:</u>

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:

- an "above average/exceeds requirements" or above "effective" rating (i.e. 4 or above) on all categories of overall on the applicant's most recent evaluation;
- b) no more than seven authorized absences in the twelve (12) months immediately prior to the transfer request, except that for employees who meet all other criteria listed herein except the attendance requirement, employees who have no more than seven authorized absences in each of the two twelve month periods immediately prior to the twelve month period prior to the transfer request will be considered qualified for the transfer (for example, if a transfer was requested on August 31, 2019 and the employee had more than seven absences between September 1, 2018 and August 1, 2019, the employee could still qualify if the employee had less than seven

- absences in each twelve month period of September 1, 2017 through August 31, 2018 and September 1, 2016 through August 31, 2017);
- 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:

- an "average/meets requirements or above on all categories of satisfactory (i.e. a 3 or above) overall on 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:

- an "average/meets requirements or above on all categories of satisfactory (i.e. a 3 or above) overall on 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.

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

#### 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. Oualifications shall include:

- a) an "above average/exceeds requirements" rating effective rating (i.e. 4 or above) in all categories overall on the applicant's most recent evaluation;
- b) no more than seven (7) authorized absences in the twelve (12) months immediately prior to the application, except that for employees who meet all other criteria listed herein except the attendance requirement, employees who have no more than seven authorized absences in each of the two twelve month periods immediately prior to the twelve month period prior to the promotion request will be considered qualified for the promotion (for example, if a promotion was requested on August 31, 2019 and the employee had more than seven absences between September 1, 2018 and August 1, 2019, the employee could still qualify if the employee had less than seven absences in each twelve month period of September 1, 2017 through August 31, 2018 and September 1, 2016 through August 31, 2017);
- 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.

 Ordering of Candidates for Custodial and Maintenance Promotional Vacancies.

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

- In the event the position is not filled by the procedure described in a) 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.
- In the event that the position is not filled by the procedures described b) 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.

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

#### 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:

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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
```

In addition to the summer and school vacation exceptions listed below, any members hours may be changed up to two (2) times per year. Members will be informed at least two weeks prior to any change of hours.

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.

### 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.

If it falls on a weekday, Veteran's Day is a holiday if all schools are closed. Veteran's Day is not a holiday if all schools are open (including if there is a professional development scheduled that day). If schools are closed on Veteran's Day, the District may designate Veteran's Day as a floating holiday to be taken during the Winter Holiday. Only those union members employed on Veteran's Day are eligible for this. A union member who wishes to use Veteran's Day as their floating holiday instead of the designated day during Winter Break may contact the Facilities Department to request to do so, and such request shall not be unreasonably denied.

#### ARTICLE VI – HOLIDAYS

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.

If it falls on a weekday, Veteran's Day is a holiday if all schools are closed. Veteran's Day is not a holiday if all schools are open (including if there is a professional development scheduled that day). If schools are closed on Veteran's Day, the District may designate Veteran's Day as a floating holiday to be taken during the Winter Holiday. Only those union members employed on Veteran's Day are eligible for this. A union member who wishes to use Veteran's Day as their floating holiday instead of the designated day during Winter Break may contact the Food

Service Department to request to do so, and such request shall not be unreasonably denied.

#### ARTICLE IX - WAGES

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

```
July 1, 2018, 0% GWI, no step movement

July 1, 2019, 2% GWI, plus one (1) step for those not on the top step

July 1, 2020, 2% GWI, plus one (1) step for those not on the top step

July 1, 2021 3% GWI, Step for those not at top step

July 1, 2022 3% GWI, Step for those not at top step

July 1, 2023 2.5% GWI, Step for those not at top step

July 1, 2024 2% GWI, Step for those not at top step
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Retroactive wage increases only apply for those bargaining unit members who are still employed on the day the MARB approves the CBA.

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

#### 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:

- Gym Assistants;
- Cafeteria Employees;
- 3. Food Service Truck

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

#### ARTICLE XX - FRINGE BENEFITS

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, 2019: 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.

As of July 1, 2020, the only plan available to members will be the HDHP with HSA.

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

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

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

20.1(1)(B) (A)(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)-(B)- High Deductible Health Plan 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%) fully insured premium equivalent costs for individual or family coverage on the HDHP with HSA:

2019-2020:	12%
2020-2021	12%
2021-2022	12%
2022-2023	12%
2023-2024	13%
2024-2025	13%

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, 2020, the Board shall contribute fifty percent (50%) of the applicable HSA deductible amount. For the 2020-2021 fiscal year, the Board's contribution toward the HSA deductible will be deposited into the HSA accounts during the week of July 1, 2020. In subsequent fiscal 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.

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** *HDHP* above.

### **ARTICLE XXII - DURATION**

This Agreement shall be retroactive from July 1, 2018 2021 and shall remain in full force and effect until June 30, 2021 2025, 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).

# APPENDIX B 566 Positions and Grids

Effective July 1, 2022, create 4 classes of Night Leadsman based on the same school size criteria as the Head Custodians classes.

Night Leadsman Class I – remains on salary grid 77 Night Leadsman Class II – salary grid 77 plus 25 cents per hour Night Leadsman Class III – salary grid 77 plus 50 cents per hour Nights Leadsman Class IV – salary grid 77 plus 75 cents per hour

The parties recognize that these will be considered separate classes that will be considered promotional opportunities.

FOR THE HARTFORD BOARD OF EDUCATION

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

Melinda Kaufmann

Spokesperson for the Board

Anthony Bento

Spokesperson for the Union

Date 9 100L

Date, )

#### **Total Cost Summary: Agreement Between** HBOE and Custodians/Food Service Employees, Local 566

						Fiscal Impact			
General Topic	Change		FY 21-22	FY 22	23	FY 23-24	FY 24-25	5	Total
Wages	General Wage Increase %		3.00%	3.0	)%	2.50%	2.00%	ó	
	Cost of General Wage Increase \$	\$	342,295	\$ 352,5	8 5	\$ 302,599	\$ 248,225	\$	1,245,677
	Cost of Step Change in \$	\$	127,824	\$ 47,2	2 5	\$ 10,343	\$ 3,726	\$	189,155
	Shift differential for Night Leads	\$	-	\$ 22,3	0 5	\$ 22,360	\$ 22,360	\$	67,080
Healthcare	Additional contribution to premium cost share	\$	-	\$ -	07	\$ (58,418)	\$ (58,418)	\$	(116,836)
(Memo)	HPHP Employee Cost Share		12.0%	12.	)%	13.0%	13.0%	ò	
	Net Annual Im	pact \$	470,119	\$ 422,1	0 5	\$ 276,884	\$ 215,893	\$	1,385,076
Other Measures to Offset Costs o	f Contract								
Food Service Fund	Portion of total cost attributable to Food Service Fund	\$	(84,340)	\$ (65,1	4)	\$ (55,917)	\$ (45,872)	\$	(251,243)
	Net Annual Impact Each	Year \$	385,779	\$ 357,0	6 5	\$ 220,967	\$ 170,021	\$	1,133,833
Notes:									

#### Hartford Board of Education Local 566

							2020-2021	Salary Sched	ule												2021	-2022 Salar	y Schedule						
Step	71A	71C	71D	75	76	77	78	79	80	81	82	83	84		Step	71A	71C	71D	75	76	77	78	79	80	81	82	83	84	
1				31,277	36,966	39,687	45,203	47,956	50,704	50,704	41,064	50,995	58,559		1	0	0	0	32,215	38,075	40,878	46,559	49,395	52,225	52,225	42,296	52,525	60,316	
2	22,823	29,837	33,351	32,749	38,705	41,523	47,022	49,787	52,543	52,543	42,897	51,919	60,902		2	23,508	30,732	34,352	33,731	39,866	42,769	48,433	51,281	54,119	54,119	44,184	53,477	62,729	
3	24,118	31,665	38,056	34,331	40,579	43,362	48,867	51,625	54,378	54,378	44,746	52,845	63,248		3	24,842	32,615	39,198	35,361	41,796	44,663	50,333	53,174	56,009	56,009	46,088	54,430	65,145	
4							50,704	53,457	56,232			54,671			4							52,225	55,061	57,919			56,311		
							2021-2	2022 FTE's														2021-2022	FTE's						
Step	71A	71C	71D	75	76	77	78	79	80	81	82	83	84	Totals	Step	71A	71C	71D	75	76	77	78	79	80	81	82	83	84	Totals
1					14	2		1				2		19	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2	7	4	1		14	9		3				1		39	2	0	0	0	0	14	2	0	1	0	0	0	2	0	19
3	31	18	12	4	80	31	1	6	5	1	4		10	203	3	38	22	13	4	94	40	0	3	0	1	4	1	10	230
4							5	7	4			7		23	4							6	13	9			7		35
Totals	38	22	13	4	108	42	6	17	9	1	4	10	10	284	Totals	38	22	13	4	108	42	6	17	9	1	4	10	10	284
							2021-20	22 Total Cost													20	21-2022 To	otal Cost						
Step	71A	71C	71D	75	76	77	78	79	80	81	82	83	84	Totals	Step	71A	71C	71D	75	76	77	78	79	80	81	82	83	84	Totals
1	0	0	0	0	517,524	79,374	0	47,956	0	0	0	101,990	0	746,844	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2	159,761	119,348	33,351	0	541,870	373,707	0	149,361	0	0	0	51,919	0	1,429,317	2	0	0	0	0	558,124	85,538	0	51,281	0	0	0	106,954	0	801,897
3	747,658	569,970	456,672	137,324	3,246,320	1,344,222	48,867	309,750	271,890	54,378	178,984	0	632,480	7,998,515	3	943,996	717,530	509,574	141,444	3,928,824	1,786,520	0	159,522	0	56,009	184,352	54,430	651,450	9,133,651
4	0	0	0	0	0	0	253,520	374,199	224,928	0	0	382,697	0	1,235,344	4	0	0	0	0	0	0	313,350	715,793	521,271	0	0	394,177	0	1,944,591
Totals	907,419	689.318	490,023	137.324	4.305,714	1.797.303	302.387	881,266	496,818	54,378	178,984	536,606	632,480	11.410.020	Totals	943,996	717,530	509,574	141,444	4.486,948	1.872.058	313.350	926,596	521,271	56.009	184,352	555,561	651.450	11.880.139

11,410,020 Step Y/N: Y 11,880,139
GWI: 3,00% 470,119
GWI at Max: 3,00% 4,12%

#### Hartford Board of Education Local 566

					2	2022-2023 Sa	lary Schedul	le												2	2023-2024 Sa	lary Schedul	e					
71A	71C	71D	75	76	77	78	79	80	81	82	83	84		Step	71A	71C	71D	75	76	77	78	79	80	81	82	83	84	
0	0	0	33,181	39,217	42,104	47,956	50,877	53,792	53,792	43,565	54,101	62,125		1	0	0	0	34,011	40,197	43,157	49,155	52,149	55,137	55,137	44,654	55,454	63,678	
24,213	31,654	35,383	34,743	41,062	44,052	49,886	52,819	55,743	55,743	45,510	55,081	64,611		2	24,818	32,445	36,268	35,612	42,089	45,153	51,133	54,139	57,137	57,137	46,648	56,458	66,226	
25,587	33,593	40,374	36,422	43,050	46,003	51,843	54,769	57,689	57,689	47,471	56,063	67,099		3	26,227	34,433	41,383	37,333	44,126	47,153	53,139	56,138	59,131	59,131	48,658	57,465	68,776	
						53,792	56,713	59,657			58,000			4							55,137	58,131	61,148			59,450		
						2022-20															2023-20							
71A	71C	71D	75	76	77	78	79	80	81	82	83	84	Totals	Step	71A	71C	71D	75	76	77	78	79	80	81	82	83	84	Totals
0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0
38	22	13	4	108	42	0	1	0	1	4	2	10	245	3	38	22	13	4	108	42	0	0	0	1	4	0	10	242
						6	16	9			8		39	4							6	17	9			10		42
			4	108	42	6	17	9	1	4	10	10	284	Totals	38	22	13	4	108	42	6	17	9	1	4	10	10	284
													ıı															ii
71A	71C	71D	75	76	77	78	79	80	81	82	83	84	Totals	Step	71A	71C	71D	75	76	77	78	79	80	81	82	83	84	Totals
0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0
972,306	739,046	524,862	145,688	4,649,400	1,932,126	0		0	57,689	189,884		670,990		3	996,626	757,526	537,979	149,332	4,765,608	1,980,426	0	0	0	59,131	194,632	0	687,760	10,129,020
			0	0	0	322,752	907,408	536,913	0	0	464,000	0		4				0	0	0	330,822	988,227	550,332	0	0	594,500	0	2,463,881
972,306	739,046	524,862	145,688	4,649,400	1,932,126	322,752	962,177	536,913	57,689	189,884	576,126	670,990	12,279,959	Totals	996,626	757,526	537,979	149,332	4,765,608	1,980,426	330,822	988,227	550,332	59,131	194,632	594,500	687,760	12,592,901
			Step Y/N:	Y									12,279,959					Step Y/N:	Y									12,592,901
			GWI:	3.00%									399.820					GWI:	2.50%									312,942
			GWI at Max:										3.37%					WI at Max:										
	0 24,213 25,587 71A 0 0 38 71A 0 972,306	0 0 24,213 31,654 25,587 33,593  71A 71C 0 0 0 38 22  71A 71C 0 0 0 972,306 739,046	0 0 0 0 24,213 31,654 35,383 25,587 33,593 40,374  71A 71C 71D 0 0 0 0 0 0 38 22 13	0 0 0 33,181 24,213 31,654 35,383 34,743 25,587 33,593 40,374 36,422  71A 71C 71D 75 0 0 0 0 0 0 0 0 38 22 13 4  71A 71C 71D 75 0 0 0 0 0 38 22 13 4  71A 71C 71D 75 0 0 0 0 0 972,306 739,046 524,862 145,688 0 972,306 739,046 524,862 145,688	0 0 0 33,181 39,217 24,213 31,654 35,383 34,743 41,062 25,587 33,593 40,374 36,422 43,050  71A 71C 71D 75 76 0 0 0 0 0 0 0 0 0 0 0 0 0 38 22 13 4 108  71A 71C 71D 75 76 0 0 0 0 0 0 0 38 22 13 4 108  71A 71C 71D 75 76 0 0 0 0 0 0 0 972,306 739,046 524,862 145,688 4,649,400 972,306 739,046 524,862 145,688 4,649,400 972,306 739,046 524,862 145,688 4,649,400 972,306 739,046 524,862 145,688 4,649,400	71A         71C         71D         75         76         77           24,213         31,654         35,383         34,743         41,062         44,052           25,587         33,593         40,374         36,422         43,050         46,003           71A         71C         71D         75         76         77           0         0         0         0         0         0           0         0         0         0         0         0           38         22         13         4         108         42           71A         71C         71D         75         76         77           0         0         0         0         0         0           38         22         13         4         108         42           71A         71C         71D         75         76         77           0         0         0         0         0         0           972,306         739,046         524,862         145,688         4,649,400         1,932,126           972,306         739,046         524,862         145,688         4,649,400         1,932,126	T1A	71A         71C         71D         75         76         77         78         79           0         0         0         33,181         39,217         42,104         47,956         50,877           24,213         31,654         35,383         34,743         41,062         44,052         49,886         52,819           25,587         33,593         40,374         36,422         43,050         46,003         51,843         54,769           53,792         56,713         75         76         77         78         79           0	0         0         0         33,181         39,217         42,104         47,956         50,877         53,792           24,213         31,654         35,383         34,743         41,062         44,052         49,886         52,819         55,743           25,587         33,593         40,374         36,422         43,050         46,003         51,843         54,769         57,689           7         7         78         79         80         53,792         56,713         59,657           71A         71C         71D         75         76         77         78         79         80           0	$ \begin{array}{c ccccccccccccccccccccccccccccccccccc$	TILA	$\begin{array}{c ccccccccccccccccccccccccccccccccccc$	$ \begin{array}{c c c c c c c c c c c c c c c c c c c $	Tild	Time	The color   The	Time	The bold   The bold	Time	Time	Time   Time	The   The	The   The	The column   The	The column   The	The column   The	The column   The	The column

# HARTFORD BOARD OF EDUCATION 2021-22 CUSTODIAN & CAFETERIA WORKER NEGOTIATIONS

2020-24 Wage Comparison for LEAD CUSTODIAN in the 2022-23 AENGLC\* Group (11 lowest) and DRG\*\* I

	Contract	2020-21	2020-21	2021-22	2021-22	2022-23	2022-23	2023-24	2023-24	
District	Duration	min	max	min	max	min	max	min	max	Notes
East Hartford	2020-23	25.89	32.32	26.41	32.97	26.94	33.63			Head Custodian III; 4 steps
West Haven	2019-22	19.66	29.88	19.86	30.18					8 steps; Head Custodian Elem - HS
New Haven	2018-23		28.44		29.01		29.59			one flat rate
Hartford	2018-21	21.73	27.03							Positions 78-80 - Head Custodian, class I-III
New London	2019-22	20.94	26.80	21.33	27.26					5 steps; includes head custodian stipends of \$2500-\$7500
Ansonia	2017-21	19.65	26.20							starting step is 75% of regular rate (reflected herein); 2 years to max
Norwich	2017-20/21	22.20	25.07							4 steps, 12 years to max
Bridgeport	2014-18									pending response from district 10/13/21
New Britain										pending response from district 10/19/21
Waterbury	2018-22									pending response from district 10/13/21
Windham	2015-19									in negotiations as off 10/18/21
Average w/o Hartfo	ord	21.67	28.12	22.53	29.86	26.94	31.61			
Hartford % +/-		0.29%	-3.87%							

<sup>\*</sup>Adjusted Equalized Grand List per Capita (AENGLC) is a measure of wealth formulated by the Connecticut State Department of Education (CSDE)

Sources: collective bargaining agreements; CSDE (for the DRG & AENGLC)

<sup>\*\*</sup>District Reference Groups (DRG) are Connecticut school districts grouped according to similar economic indicators by the CSDE; in this specific case, all of the districts in DRG I (Bridgeport, Hartford, New Britain, New Haven, New London, Waterbury, & Windham) are also in the AENGLC group

## HARTFORD BOARD OF EDUCATION

## 2021-22 CUSTODIAN & CAFETERIA WORKER NEGOTIATIONS

2020-24 Wage Comparison for <u>LEAD CUSTODIANS</u> in the Surrounding Districts (Two Deep)

in descending order by 2020-21 max

		0000 61	0000 61	0004.65	0004.60	0000 60	0000 65	0000 61	0000 01	in descending order by 2020-21 ma
D: 1 : 1	Contract	2020-21	2020-21		2021-22				2023-24	Neter
District	Duration	min	max	min	max	min	max	min	max	Notes
Farmington	2018-21	33.05	41.69							Head Custodian I-III; 5 steps
Windsor	2019-23	29.98	35.56	30.58	36.27	31.19	37.00			Custodian III-II
Newington	2020-24	26.87	35.19	27.41	35.89	27.96	36.61	reopener	reopener	3 steps; max at 1 year
Bloomfield	2019-23	27.17	33.48	27.92	34.40	28.62	35.26			3 steps; head custodian
Simsbury	2019-22	29.11	33.40	29.76	34.15					Custodian II-IV; 4 steps
East Hartford	2020-23	25.89	32.32	26.41	32.97	26.94	33.63			Head Custodian III; 4 steps
Vernon	2019-23	29.75	32.23	30.35	32.87	30.96	33.53			3 steps
Berlin	2020-23	26.76	31.32	27.43	32.10	28.04	32.82			min = rate for HC at elem. schools; max = job
										rate for HC at the high school
Glastonbury	2018-22	28.75	30.99	29.48	31.77					Head custodian II-I; new hires make \$.40 less
										than starting rate reflected in minimum; job
										rate (max) at 1 year
West Hartford	2018-22	25.82	30.05	26.40	30.73					Head Custodian I-II; 5 steps
East Windsor	2019-22	22.64	29.88	23.09	30.48					12 steps
Rocky Hill	2020-24	27.53	29.78	28.08	30.38	29.06	31.34	30.08	32.54	job rate (max) at 1 year
Wethersfield	2018-21	23.52	29.13							City contract; Custodian III-IV; 5 steps
South Windsor	2021-24	21.82	28.93	22.26	29.49	22.71	30.08	23.16	30.69	Custodian II
Ellington	2018-23	25.95	28.64	26.59	29.36	27.26	30.09			5 steps
Manchester	2018-23	26.86	28.55	27.40	29.28	27.94	30.03			2 steps
Avon	2018-21	24.77	27.13							max attained in 12 months
Hartford	2018-21	21.73	27.03							Positions 78-80 - Head Custodian, class I-III
New Britain										pending response from district
East Granby	n/a									no such position
Windsor Locks	n/a									no such position; custodians are under the
										direct supervision of the Director of Facilities
Avorago w/o Hartf	ord	26.84	31.66	27.37	32.15	28.07	33.04	26.62	31.62	
Average w/o Hartf	oru			21.31	32.15	20.07	33.04	20.02	31.02	
Hartford % +/-		-19%	-15%							

Sources: collective bargaining agreements

# HARTFORD BOARD OF EDUCATION 2021-22 CUSTODIAN & CAFETERIA WORKER NEGOTIATIONS

2020-23 Wage Comparison for CUSTODIANS in the 2022-23 AENGLC\* Group (11 lowest) and DRG\*\* I

	Contract	2020-21	2020-21	2021-22	2021-22	2022-23	2022-23	
District	Duration	min	max	min	max	min	max	Notes
New Britain	2018-23	24.56	28.17	24.56	28.48	24.56	28.91	4 steps
Ansonia	2017-21	19.14	25.52					starting step is 75% of regular rate (reflected herein); max = regular rate
East Hartford	2020-23	20.56	24.65	20.97	25.14	21.39	25.64	Custodian I; 4 steps
West Haven	2019-22	15.51	23.35	15.67	23.58			8 steps
New London	2019-22	19.74	23.19	20.13	23.65			6 steps
New Haven	2018-23		22.77		23.22		23.69	Floater; one flat rate
Norwich	2017-20/21	20.46	21.89					4 steps, 12 years to maximum
Hartford	2018-21	17.77	19.51					Position 76 - Custodian II— 12 month
Waterbury	2018-22	15.21	18.49	15.54	18.90			Maintainer I; 6 steps
Bridgeport	2018-22							pending response from district 10/13/21
Windham	2015-19							in negotiations as of 10/18/21
Average w/o Hartford		19.31	23.50	19.37	23.83	22.98	26.08	
Hartford % +/-		-8%	-17%					

<sup>\*</sup>Adjusted Equalized Grand List per Capita (AENGLC) is a measure of wealth formulated by the Connecticut State Department of Education (CSDE)

Sources: collective bargaining agreements; CSDE (for the DRG & AENGLC)

<sup>\*\*</sup>District Reference Groups (DRG) are Connecticut school districts grouped according to similar economic indicators by the CSDE; in this specific case, all of the districts in DRG I (Bridgeport, Hartford, New Britain, New Haven, New London, Waterbury, & Windham) are also in the AENGLC group

## HARTFORD BOARD OF EDUCATION

## 2021-22 CUSTODIAN & CAFETERIA WORKER NEGOTIATIONS

2020-24 Wage Comparison for <u>CUSTODIANS</u> in the Surrounding Districts (Two Deep)

in descending order by 2020-21 max

										in descending order by 2020-21 in
	Contract	2020-21	2020-21	2021-22	2021-22	2022-23	2022-23	2023-24		
District	Duration	min	max	min	max	min	max	min	max	Notes
Bloomfield	2019-23	23.21	30.66	23.84	31.50	24.44	32.29			4 steps; Custodian III
Windsor Locks	2018-21	21.57	30.38							5 steps
Farmington	2018-21	25.25	28.53							Custodian/driver; 5 steps
New Britain	2018-23	24.56	28.17	24.56	28.48	24.56	28.91			4 steps; Custodian I
Simsbury	2019-22	26.12	27.86	26.71	28.49					4 steps
Rocky Hill	2020-24	26.39	27.50	26.92	28.05	27.86	29.03	28.84	30.05	job rate (max) at 1 year
East Windsor	2019-22	19.96	27.19	20.36	27.73					12 steps
Newington	2020-24	23.28	26.76	23.85	27.30	24.33	27.85	reopener	reopener	3 steps; max at 1 year
Manchester	2018-23	19.69	25.95	20.09	26.62	20.48	27.30			probationary rate (p.32) of 90% of step 1 (120 days) is shown here in the minimum; 3 steps
Glastonbury	2018-22	24.74	25.14	25.37	25.77					new hires make \$.40 less than job rate (max) reflected in minimum; job rate at 1 year
Avon	2018-21	22.53	24.83							max attained in 12 months
East Hartford	2020-23	20.56	24.65	20.97	25.14	21.39	25.64			Custodian I; 4 steps
Windsor	2019-23	20.27	24.34	20.68	24.83	21.09	25.33			Custodian II (hired after July 1, 2006); 4 steps
South Windsor	2021-24	19.24	24.06	19.62	24.54	20.01	25.03	20.41	25.53	custoularri, îlew riires start at miir, î year to
Berlin	2020-21	21.52	23.89							min = probationary rate (90 days); max = job rate, attained at 1 year of service
Wethersfield	2018-21	17.99	23.39							City contract; Custodian I; 5 steps
Vernon	2019-23	20.89	22.02	21.31	22.64	21.74	23.09			3 steps
West Hartford	2018-22	19.47	21.90	19.91	22.39					Custodian I; 5 steps
Ellington	2018-23	19.18	21.17	19.66	21.70	20.15	22.24			5 steps
<b>Hartford</b>	2018-21	17.77	19.51							Position 76 - Custodian II— 12 month
East Granby	2019-22	15.81	18.43	15.81	18.68					8 steps
Average w/o Hartford		21.61	25.34	21.98	25.59	22.61	26.67	24.63	27.79	
Hartford % +/-		-18%	-23%							

Sources: collective bargaining agreements

# HARTFORD BOARD OF EDUCATION 2021-22 CUSTODIAN & CAFETERIA WORKER NEGOTIATIONS

2020-24 Wage Comparison for FOOD SERVICE WORKERS in the 2022-23 AENGLC\* Group (11 lowest) and DRG\*\* I

	Contract	2020-21	2020-21	2021-22	2021-22	2022-23	2022-23	2023-24	2023-24	
District	Duration	min	max	min	max	min	max	min	max	Notes
Windham	2019-23	14.12	18.40	14.33	18.68	15.00	19.09			12 steps
West Haven	2019-22	12.16	17.68	12.28	17.86					8 steps
Norwich	2017-21	13.28	16.63							5 steps, 14 years to max
Waterbury	2019-22	14.47	15.80	14.80	16.16					max = job rate after probationary rate (min) for 6 months
New London	2021-24		15.68		15.99		16.31		16.64	one rate
Hartford	2018-21	13.69	15.46							position #71a, 3 steps
Ansonia	2020-23		14.52		15.12		15.72			
New Haven	2016-20									in negotiations as of 10/18/21
East Hartford	n/a									contracts out
Bridgeport	2018-22									pending response from district 10/13/21
New Britain	n/a									contracts out
Average w/o Har	tford	13.51	16.45	13.80	16.76	15.00	17.04		16.64	
Hartford % +/-		1%	-6%							

<sup>\*</sup>Adjusted Equalized Grand List per Capita (AENGLC) is a measure of wealth formulated by the Connecticut State Department of Education (CSDE)

Sources: collective bargaining agreements; CSDE (for the DRG & AENGLC)

<sup>\*\*</sup>District Reference Groups (DRG) are Connecticut school districts grouped according to similar economic indicators by the CSDE; in this specific case, all of the districts in DRG I (Bridgeport, Hartford, New Britain, New Haven, New London, Waterbury, & Windham) are also in the AENGLC group

## HARTFORD BOARD OF EDUCATION

## 2021-22 CUSTODIAN & CAFETERIA WORKER NEGOTIATIONS

2020-24 Wage Comparison for <u>FOOD SERVICE WORKERS</u> in the Surrounding Districts (Two Deep)

in descending order by 2020-21 max

										in descending order by 2020-21 ma
	Contract	2020-21	2020-21	2021-22	2021-22	2022-23	2022-23	2023-24	2023-24	
District	Duration	min	max	min	max	min	max	min	max	Notes
West Hartford	2018-22	12.89	20.23	13.81	20.84					10 steps 2020-21, 9 steps 2021-22
Berlin	2021-24	14.35	18.35	14.67	18.76	15.00	19.19	15.34	19.62	4 steps
Newington	2020-24	14.63	18.02	14.92	18.38	15.22	18.75	reopener	reopener	3 steps; max at 1 year
Bloomfield	2019-23	14.40	18.01	14.80	18.50	15.17	18.97			4 steps
Glastonbury	2020-22n	14.38	16.11	15.38	17.11					non-union
Windsor Locks	2020-23	14.31	15.72	14.60	16.03	14.89	16.35			3 steps, 1 year to max
Hartford	2018-21	13.69	15.46							position #71a, 3 steps
Vernon	2020-23	14.20	14.52	14.70	15.02	15.20	15.52			3 steps, 10 years to max
Windsor	2019-23		14.01		14.29		14.58			one rate; general workers hired post 7/1/2010
Simsbury	2020-21n	13.00	no max							non-union
Avon	non-union									negotiating 1st contract; no information available or provided at this time
East Granby	n/a									no cafeteria services
East Hartford	n/a									contracts out
East Windsor	2017-20									in negotiations
Ellington	n/a									contracts out
Farmington	n/a									contracts out
Manchester	2017-20									in negotiations
New Britain	n/a									contracts out
Rocky Hill	n/a									contracts out
South Windsor	n/a									contracts out
Wethersfield	n/a									contracts out
Average w/o Hartford		14.02	16.87	14.70	17.37	15.10	17.23	15.34	19.62	
Hartford % +/-		-2%	-8%							

Sources: collective bargaining agreements and terms of employment (for non-union employees)

#### **MARB – Hartford Subcommittee Meeting**

#### May 26, 2022

#### **Additional Questions Regarding Proposed CBA with Local 566**

Number of Positions: 284

Number of Vacancies: 23

Turnover Rates:

2018 6.3%

2019 8.3%

2020 9.0%

2021 7.3%

2022 7.4% (23 separations YTD)

Number of Insurance Waivers: 42

#### 2021-22 Anthem Annual Allocated HDHP Premium Rates (including Dental)

	<u>EE</u>	<u>EE+1</u>	<u>Family</u>
	\$10,057	\$20,301	\$26,915
EE 12.0%	\$1,207	\$2,436	\$3,230
ER 88.0%	\$8,850	\$17,865	\$23,685

EE funded deductible 2022-23 \$500/\$1,000 for those converting to HDHP for the first time

EE funded deductible 2023-24 \$1,000/\$2,000

#### 2021-22 Anthem Annual Fully Underwritten HDHP Premium Rates (including Dental)

	<u>EE</u>	<u>EE+1</u>	<u>Family</u>
	\$11,282	\$22,777	\$30,196
EE 12.0%	\$1,354	\$2,733	\$3,624
ER 88.0%	\$9,929	\$20,044	\$26,573

### **Summary of Hartford-Health Professionals Tentative Agreement**

This unit consists of approximately 70 employees, including registered nurses, dental hygienists, certified occupational therapists, occupational therapists, physical therapists, mid-level practitioners (i.e. Advanced Practical Registered Nurses and Physician's Assistant) and Dentists. The current contract expired on June 30, 2018. The parties reached a tentative agreement on April 25, 2022. The Union ratified the tentative agreement on April 29, 2022. The new contract will be effective retroactively from July 1, 2018 – June 30, 2025.

#### **Background**

The prior contract ran from 2015-2018. There was a single step movement effective July 1, 2016 and 3% increases on July 1, 2015 and July 1, 2017.

#### THE TENTATIVE AGREEMENT

#### **Salary**

2018-2019 2019-2020	0% GWI, no step movement 0% GWI, no step movement
2020-2021	0% GWI, no step movement
2021-2022	Retroactive to July 1, 2021: 2.5% GWI, all members not on top step move
	one step.
2022-2023	July 1, 2022: 2% GWI, all members not on top step move one step.
2023-2024	July 1, 2023: 2% GWI, no step movement
2024-2025	July 1, 2024: 2% GWI, no step movement

Retroactive increases only apply to those union members employed on the day the MARB approves the contract.

	Change	FY 21-22	FY 22-23	FY 23-24	FY 24-25	Total
Wages	General Wage Increase	2.50%	2.00%	2.00%	2.00%	
	Cost of General Wage Increase	\$ 106,478	\$ 91,404	\$ 90,924	\$ 92,740	\$ 381,546
	Cost of Step Change	\$ 113,652	\$ 89,606			\$ 203,258
	Total Cost Increase	\$ 220,130	\$ 181,010	\$ 90,924	\$ 92,740	\$ 584,804

#### **Other Cost Impacts**

• Increased from \$3,000 to \$6,000 the total amount that the District will reimburse for the entire bargaining unit for continuing education credits.

• Created an additional salary differential stipend of \$1,250.00 for bargaining unit members who have a doctorate and included mid-level practitioners in the group of members who are eligible for differentials based on educational attainment levels.

General	Change	FY 21-22	FY 22-23	FY 23-24	FY 24-25	Total
Topic						
C.E.U.s	Increase in	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 12,000
	annual					
	allocation					
	toward					
	C.E.U.s					
Degree	\$1,250		\$ 2,500	\$ 2,500	\$ 2,500	\$ 7,500
Differential	differential					
	for those					
	holding a					
	Doctorate					
Total		\$ 3,000	\$ 5,500	\$ 5,500	\$ 5,500	\$ 19,500
Impact						

• Bargaining Unit Members hired after ratification of the Agreement shall not be entitled to longevity.

#### Insurance

For the 2021-2022 school year there are no changes to the health insurance and cost share premiums. For the 2022-2023 school year:

- It will become mandatory for all bargaining unit members to be on the High Deductible Health Plan(HDHP) with a Health Savings Account (HSA) as of July 1, 2022
  - Premium Cost Share will be based on the Anthem allocation rate plus not more than 4%.

0	2018-2022	14.0%
0	July 1, 2022	14.5%
0	July 1, 2023	15.0%
0	July 1, 2024	15.5%

- 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:
  - o Generic: \$5
  - o Brand (formulary): \$15
  - o Brand (non-formulary): \$30
  - Up to an out of pocket maximum of \$1,000 per individual and \$2,000 per family.

For the 2022-2023 school year, the Board shall contribute seventy-five percent (75%) of the applicable HSA deductible amount for those members who are transitioning to the HDHP from the PPO. For these transitioning members for the 2022-2023 school year, two-thirds the Board's contribution toward the HSA deductible will be deposited into the HSA account during the first week of July 1, 2022, one-third of the Board's contribution toward the HSA deductible will be deposited into the HSA during the first week of January 2023. For those members currently in the HDHP, the Board will contribute fifty percent (50%) of the applicable HDHP deductible with the first half the first during the week of July 1, 2022 and the second during the week of January 1, 2023. In subsequent years, the payment for all members will be 50% and 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.

• Eliminated access to retiree health insurance for members hired after the Board approval of the tentative agreement.

Projected overall cost impact of the health insurance changes:

General Topic	Change	FY 21- 22	FY 22-23	FY 23-24	FY 24-25	Total
Healthcare	Shift to allocation rates/additional contribution to premium cost share		\$ 60,000	\$ 56,000	\$ 52,000	\$ 168,000
	BOE contribution to deductible (higher for conversions in 2022- 23)		\$ 65,000	\$ 38,500	\$ 38,500	\$ 142,000
	Gross savings from conversion to HDHP		\$ (207,000)	\$ (207,000)	\$ (207,000)	\$ (621,000)
	HPHP Employee Cost Share	14.0%	14.5%	15.0%	15.5%	
			\$ (82,000)	\$ (112,500)	\$ (116,500)	\$ (311,000)

Overall projected fiscal impact of the collective bargaining agreement:

Change	FY 21-22	FY 22-23	FY 23-24	FY 24-25	Total
Net Annual Impact Each Year	\$223,130	\$104,510	\$(16,076)	\$(18,260)	\$293,304

## **Other Changes**

- Added language that mileage reimbursement for required travel between schools is the IRS mileage reimbursement rate.
- Updated the federation rights language to address the *Janus* decision and state legislation.
- Updated the personal leaves of absence language to reflect state and federal antidiscrimination laws.
- Global replacement of "Chief Labor and Legal Officer" with "Senior Executive Director of Human Resources" throughout the Agreement.
- Eliminated the words "in order of priority" for the list of things that are to be considered when deciding transfers and eliminated obsolete language in the transfer section.
- Fixed some typographical errors in the contract and moved language from side letters to the proper section of the contract.

#### **Total Cost Summary: Agreement Between** HBOE and Health Professionals, Local 1018A/B

					Fisca	al Impact			
General Topic	Change	FY 21-	22	FY 22-23		FY 23-24	FY 24-25	5	Total
Wages	General Wage Increase %	2.50	1%	2.00%		2.00%	2.00%	ó	
	Cost of General Wage Increase \$	\$ 106,47	8 \$	91,404	\$	90,924	\$ 92,740	\$	381,546
	Cost of Step Change in \$	\$ 113,65	2 \$	89,606	\$	-	\$ -	\$	203,258
C.E.U.s	Increase in annual allocation toward C.E.U.s	\$ 3,00	0 \$	3,000	\$	3,000	\$ 3,000	\$	12,000
Degree Differential	\$1,250 differential for those holding a Doctorate	\$ -	\$	2,500	\$	2,500	\$ 2,500	\$	7,500
Healthcare	Shift to allocation rates/additional contribution to premium cost share	\$ -	\$	60,000	\$	56,000	\$ 52,000	\$	168,000
	BOE contribution to deductible (higher for conversions in 2022-23)	\$ -	\$	65,000	\$	38,500	\$ 38,500	\$	142,000
	Gross savings from conversion to HDHP	\$ -	\$	(207,000)	\$	(207,000)	\$ (207,000)	\$	(621,000)
(Memo)	HPHP Employee Cost Share	14.0	%	14.5%		15.0%	15.5%	5	
	Net Annual Impact	\$ 223,13	0 \$	104,510	\$	(16,076)	\$ (18,260)	\$	293,304
Other Measures to Offset Costs of	f Contract							•	
								\$	-
	Net Annual Impact Each Year	\$ 223,13	0 \$	104,510	\$	(16,076)	\$ (18,260)	\$	293,304
Notes:	·		•					•	

#### Hartford Board of Education Health Professionals

		2017-2018	Salary Scheo	lule			2	2021-2022 S	alary Sched	lule			2	022-2023 Sa	lary Schedi	ıle			2	023-2024 S	alary Sched	ule			202	4-2025 Sala	ary Schedu	ıle	
Step	A	В	C	D		Step	A	В	C	D		Step	A	В	C	D		Step	A	В	C	D		Step	A	В	C	D	
1	43,754	50,012	64,695	87,562		1	44,848	51,262	66,312	89,751		1	45,745	52,287	67,638	91,546		1	46,660	53,333	68,991	93,377		1	47,593	54,400		95,245	
2	46,014	52,278	67,334	91,063		2	47,164	53,585	69,017	93,340		2	48,107	54,657	70,397	95,207		2	49,069	55,750	71,805	97,111		2	50,050			99,053	
3	48,367	54,631	69,976	94,707		3	49,576	55,997	71,725	97,075		3	50,568	57,117	73,160	99,017		3	51,579	58,259	74,623	100,997		3	52,611	59,424	76,115		
4	50,351	56,612	72,617	97,547		4	51,610	58,027	74,432	99,986		4	52,642	59,188	75,921	101,986		4	53,695	60,372	77,439	104,026		4	54,769		78,988		
5	53,882	59,656	75,256	102,426		5	55,229	61,147	77,137	104,987		5	56,334	62,370	78,680	107,087		5	57,461	63,617	80,254	109,229		5	58,610		81,859		
6	56,084	62,351	77,897	106,523		6	57,486	63,910	79,844	109,186		6	58,636	65,188	81,441	111,370		6	59,809	66,492	83,070	113,597		6	61,005	67,822	84,731		
7	63,107	69,372	80,539	117,176		7	64,685	71,106	82,552	120,105		7	65,979	72,528	84,203	122,507		7	67,299	73,979	85,887	124,957		7	68,645		87,605		
8	67,150	73,813	83,178	124,067		8	68,829	75,658	85,257	127,169		8	70,206	77,171	86,962	129,712		8	71,610	78,714	88,701	132,306		8	73,042		90,475		
9			89,969			9	0	0	92,218	0		9	0	0	94,062	0		9	0	0	95,943	0		9	0	0	97,862	0	
		2021-2	2022 FTE's					2021-20	22 FTE's					2022-20	23 FTE's					2023-20	24 FTE's					2024-2025	5 FTE's		
Step	A	В	C	D	Totals	Step	A	В	C	D	Totals	Step	A	В	C	D	Totals	Step	A	В	C	D	Totals	Step	A	В	C	D	Totals
1	3	3		1	7	1	0	0	0	0	0	1	0	0	0	0	0	1	0	0	0	0	0	1	0	0	0	0	0
2	2	2	1		5	2	3	3	0	1	7	2	0	0	0	0	0	2	0	0	0	0	0	2	0	0	0	0	0
3	2				2	3	2	2	1	0	5	3	3	3	0	1	7	3	3	3	0	1	7	3	3	3	0	1	7
4	5				5	4	2	0	0	0	2	4	2	2	1	0	5	4	2	2	1	0	5	4	2	2	1	0	5
5	5				5	5	5	0	0	0	5	5	2	0	0	0	2	5	2	0	0	0	2	5	2	0	0	0	2
6	2				2	6	5	0	0	0	5	6	5	0	0	0	5	6	5	0	0	0	5	6	5	0	0	0	5
7	6				6	7	2	0	0	0	2	7	5	0	0	0	5	7	5	0	0	0	5	7	5	0	0	0	5
8	20	8	2	1	31	8	26	8	0	1	35	8	28	8	0	1	37	8	28	8	0	1	37	8	28	8	0	1	37
9			2		2	9			4		4	9			4		4	9			4		4	9			4		4
Totals	45	13	5	2	65	Totals	45	13	5	2	65	Totals	45	13	5	2	65	Totals	45	13	5	2	65	Totals	45	13	5	2	65
		2021-202	22 Total Cos	t				2021-202	Total Cos	t				2022-2023	Total Cost					2023-2024	4 Total Cost				2	024-2025 T	Fotal Cost		
Step	A	В	C	D	Totals	Step	A	В	C	D	Totals	Step	A	В	C	D	Totals	Step	A	В	C	D	Totals	Step	A	В	C	D	Totals
1	131,262	150,036	0	87,562	368,860	1	0	0	0	0	0	1	0	0	0	0	0	1	0	0	0	0	0	1	0	0	0	0	0
2	92,028	104,556	67,334	0	263,918	2	141,492	160,755	0	93,340	395,587	2	0	0	0	0	0	2	0	0	0	0	0	2	0	0	0	0	0
3	96,734	0	0	0	96,734	3	99,152	111,994	71,725	0	282,871	3	151,704	171,351	0	99,017	422,072	3	154,737	174,777	0	100,997	430,511	3	157.833	178,272	0	103,017	439,122
4	251,755	0	0	0																								0	311,684
5				U	251,755	4	103,220	0	0	0	103,220	4	105,284	118,376	75,921	0	299,581	4	107,390	120,744	77,439	0	305,573	4	109,538		78,988		117.220
6	269,410	0	0	0	269,410	4 5	103,220 276,145	0	0	0	103,220 276,145	4 5	105,284 112,668		75,921 0			4 5			77,439 0		305,573 114,922	4 5			78,988 0	0	117,220
		-	0	0		4 5 6			0 0 0	U		4 5 6		118,376		0	299,581	4 5 6	107,390	120,744		0		4 5 6	109,538	123,158		Ö	305,025
7	269,410	0	0	0	269,410	4 5 6 7	276,145	0	0 0 0	0	276,145	-	112,668	118,376 0	0	0	299,581 112,668	4 5 6 7	107,390 114,922	120,744 0		0	114,922		109,538 117,220	123,158 0	0	Ö	
7 8	269,410 112,168	0 0	0	0	269,410 112,168	4 5 6 7 8	276,145 287,430	0 0 0	0 0 0 0	0	276,145 287,430	-	112,668 293,180	118,376 0 0 0	0	0 0 0	299,581 112,668 293,180	4 5 6 7 8	107,390 114,922 299,045	120,744 0 0		0 0	114,922 299,045		109,538 117,220 305,025	123,158 0 0	0 0 0	0 0	305,025
7 8 9	269,410 112,168 378,642	0 0	0 0 0	0 0 0	269,410 112,168 378,642	4 5 6 7 8 9	276,145 287,430 129,370	0 0 0	-	0 0 0	276,145 287,430 129,370	6	112,668 293,180 329,895	118,376 0 0 0	0 0 0	0 0 0	299,581 112,668 293,180 329,895	4 5 6 7 8	107,390 114,922 299,045 336,495	120,744 0 0 0	0 0 0	0 0 0	114,922 299,045 336,495	6	109,538 117,220 305,025 343,225	123,158 0 0 0 642,304	0 0 0	0 0 0 134,952	305,025 343,225
7 8 9 Totals	269,410 112,168 378,642 1,343,000 0	0 0 0 590,504 0	0 0 0 166,356	0 0 0 124,067	269,410 112,168 378,642 2,223,927	6 7 8	276,145 287,430 129,370 1,789,554	0 0 0 605,264 0	ō	0 0 0 127,169 0	276,145 287,430 129,370 2,521,987	6 7 8	112,668 293,180 329,895 1,965,768	118,376 0 0 0 617,368 0	0 0 0	0 0 0 0 129,712	299,581 112,668 293,180 329,895 2,712,848 376,248	4 5 6 7 8 9 Totals	107,390 114,922 299,045 336,495 2,005,080	120,744 0 0 0 0 629,712 0	0 0 0	0 0 0 0 132,306 0	114,922 299,045 336,495 2,767,098	6 7 8	109,538 117,220 305,025 343,225 2,045,176 0	123,158 0 0 0 642,304 0	0 0 0	0 0 0 134,952	305,025 343,225 2,822,432 391,448
7 8 9 Totals	269,410 112,168 378,642 1,343,000 0	0 0 0 590,504 0	0 0 0 166,356 179,938	0 0 0 124,067 0	269,410 112,168 378,642 2,223,927 179,938 4,145,352	6 7 8 9	276,145 287,430 129,370 1,789,554 0 2,826,363	0 0 0 605,264 0 878,013	0 368,872	0 0 0 127,169 0	276,145 287,430 129,370 2,521,987 368,872 4,365,482	6 7 8 9	112,668 293,180 329,895 1,965,768 0 2,958,499	118,376 0 0 0 617,368 0	0 0 0 0 376,248	0 0 0 0 129,712 0	299,581 112,668 293,180 329,895 2,712,848 376,248 4,546,492		107,390 114,922 299,045 336,495 2,005,080 0 3,017,669	120,744 0 0 0 629,712 0 925,233	0 0 0 0 383,772	0 0 0 0 132,306 0	114,922 299,045 336,495 2,767,098 383,772 4,637,416	6 7 8 9	109,538 117,220 305,025 343,225 2,045,176 0 3,078,017	123,158 0 0 0 642,304 0 943,734	0 0 0 0 391,448	0 0 0 134,952 0 237,969	305,025 343,225 2,822,432 391,448 4,730,156
7 8 9 Totals	269,410 112,168 378,642 1,343,000 0	0 0 0 590,504 0	0 0 0 166,356 179,938	0 0 0 124,067 0	269,410 112,168 378,642 2,223,927 179,938	6 7 8 9	276,145 287,430 129,370 1,789,554 0 2,826,363 Step Y/N:	0 0 0 605,264 0 878,013	0 368,872	0 0 0 127,169 0	276,145 287,430 129,370 2,521,987 368,872 4,365,482	6 7 8 9	112,668 293,180 329,895 1,965,768 0 2,958,499 Step Y/N:	118,376 0 0 0 617,368 0 907,095	0 0 0 0 376,248	0 0 0 0 129,712 0	299,581 112,668 293,180 329,895 2,712,848 376,248 4,546,492 4,546,492		107,390 114,922 299,045 336,495 2,005,080 0 3,017,669 Step Y/N:	120,744 0 0 0 629,712 0 925,233 N	0 0 0 0 383,772	0 0 0 0 132,306 0	114,922 299,045 336,495 2,767,098 383,772 4,637,416	6 7 8 9	109,538 117,220 305,025 343,225 2,045,176 0 3,078,017 Step Y/N:	123,158 0 0 0 642,304 0 943,734 N	0 0 0 0 391,448	0 0 0 134,952 0 237,969	305,025 343,225 2,822,432 391,448 4,730,156
7 8 9 Totals	269,410 112,168 378,642 1,343,000 0	0 0 0 590,504 0	0 0 0 166,356 179,938	0 0 0 124,067 0	269,410 112,168 378,642 2,223,927 179,938 4,145,352	6 7 8 9 Totals	276,145 287,430 129,370 1,789,554 0 2,826,363 Step Y/N:	0 0 0 605,264 0 878,013	0 368,872	0 0 0 127,169 0	276,145 287,430 129,370 2,521,987 368,872 4,365,482 4,365,482 220,130	6 7 8 9 Totals	112,668 293,180 329,895 1,965,768 0 2,958,499 Step Y/N: GWI:	118,376 0 0 0 617,368 0 907,095 Y 2.00%	0 0 0 0 376,248	0 0 0 0 129,712 0	299,581 112,668 293,180 329,895 2,712,848 376,248 4,546,492 4,546,492 181,010	Totals	107,390 114,922 299,045 336,495 2,005,080 0 3,017,669 Step Y/N:	120,744 0 0 0 629,712 0 925,233 N 2.00%	0 0 0 0 383,772	0 0 0 0 132,306 0	114,922 299,045 336,495 2,767,098 383,772 4,637,416 4,637,416 90,924	6 7 8 9 Totals	109,538 117,220 305,025 343,225 2,045,176 0 3,078,017 Step Y/N: GWI:	123,158 0 0 0 642,304 0 943,734 N 2.00%	0 0 0 0 391,448	0 0 0 134,952 0 237,969	305,025 343,225 2,822,432 391,448 4,730,156 4,730,156 92,740
7 8 9 Totals	269,410 112,168 378,642 1,343,000 0	0 0 0 590,504 0	0 0 0 166,356 179,938	0 0 0 124,067 0	269,410 112,168 378,642 2,223,927 179,938 4,145,352	6 7 8 9 Totals	276,145 287,430 129,370 1,789,554 0 2,826,363 Step Y/N:	0 0 0 605,264 0 878,013	0 368,872	0 0 0 127,169 0	276,145 287,430 129,370 2,521,987 368,872 4,365,482	6 7 8 9 Totals	112,668 293,180 329,895 1,965,768 0 2,958,499 Step Y/N:	118,376 0 0 0 617,368 0 907,095 Y 2.00%	0 0 0 0 376,248	0 0 0 0 129,712 0	299,581 112,668 293,180 329,895 2,712,848 376,248 4,546,492 4,546,492	Totals	107,390 114,922 299,045 336,495 2,005,080 0 3,017,669 Step Y/N:	120,744 0 0 0 629,712 0 925,233 N 2.00%	0 0 0 0 383,772	0 0 0 0 132,306 0	114,922 299,045 336,495 2,767,098 383,772 4,637,416	6 7 8 9 Totals	109,538 117,220 305,025 343,225 2,045,176 0 3,078,017 Step Y/N:	123,158 0 0 0 642,304 0 943,734 N 2.00%	0 0 0 0 391,448	0 0 0 134,952 0 237,969	305,025 343,225 2,822,432 391,448 4,730,156 4,730,156 92,740 2.00%
7 8 9 Totals	269,410 112,168 378,642 1,343,000 0	0 0 0 590,504 0	0 0 0 166,356 179,938	0 0 0 124,067 0	269,410 112,168 378,642 2,223,927 179,938 4,145,352	6 7 8 9 Totals	276,145 287,430 129,370 1,789,554 0 2,826,363 Step Y/N:	0 0 0 605,264 0 878,013	0 368,872	0 0 0 127,169 0	276,145 287,430 129,370 2,521,987 368,872 4,365,482 4,365,482 220,130	6 7 8 9 Totals	112,668 293,180 329,895 1,965,768 0 2,958,499 Step Y/N: GWI:	118,376 0 0 0 617,368 0 907,095 Y 2.00%	0 0 0 0 376,248	0 0 0 0 129,712 0	299,581 112,668 293,180 329,895 2,712,848 376,248 4,546,492 4,546,492 181,010	Totals	107,390 114,922 299,045 336,495 2,005,080 0 3,017,669 Step Y/N:	120,744 0 0 0 629,712 0 925,233 N 2.00%	0 0 0 0 383,772	0 0 0 0 132,306 0	114,922 299,045 336,495 2,767,098 383,772 4,637,416 4,637,416 90,924	6 7 8 9 Totals	109,538 117,220 305,025 343,225 2,045,176 0 3,078,017 Step Y/N: GWI:	123,158 0 0 0 642,304 0 943,734 N 2.00%	0 0 0 0 391,448	0 0 0 134,952 0 237,969	305,025 343,225 2,822,432 391,448 4,730,156 4,730,156 92,740 2.00% 13.46%
7 8 9 Totals	269,410 112,168 378,642 1,343,000 0	0 0 0 590,504 0	0 0 0 166,356 179,938	0 0 0 124,067 0	269,410 112,168 378,642 2,223,927 179,938 4,145,352	6 7 8 9 Totals	276,145 287,430 129,370 1,789,554 0 2,826,363 Step Y/N:	0 0 0 605,264 0 878,013	0 368,872	0 0 0 127,169 0	276,145 287,430 129,370 2,521,987 368,872 4,365,482 4,365,482 220,130	6 7 8 9 Totals	112,668 293,180 329,895 1,965,768 0 2,958,499 Step Y/N: GWI:	118,376 0 0 0 617,368 0 907,095 Y 2.00%	0 0 0 0 376,248	0 0 0 0 129,712 0	299,581 112,668 293,180 329,895 2,712,848 376,248 4,546,492 4,546,492 181,010	Totals	107,390 114,922 299,045 336,495 2,005,080 0 3,017,669 Step Y/N:	120,744 0 0 0 629,712 0 925,233 N 2.00%	0 0 0 0 383,772	0 0 0 0 132,306 0	114,922 299,045 336,495 2,767,098 383,772 4,637,416 4,637,416 90,924	6 7 8 9 Totals	109,538 117,220 305,025 343,225 2,045,176 0 3,078,017 Step Y/N: GWI:	123,158 0 0 0 642,304 0 943,734 N 2.00%	0 0 0 0 391,448	0 0 0 134,952 0 237,969	305,025 343,225 2,822,432 391,448 4,730,156 4,730,156 92,740 2.00%

## Hartford Board of Education 2021-22 Health Professionals Negotiations Salary Comparison for Health Professionals/Nurses

District Reference Group (DRG)\* I

#### sorted by 2019-20 Max

	Recent		2019-20	2019-20	2020-21	2020-21	2021-22	2021-22	2022-23	2022-23	2023-24	2023-24	
District	Contract	Classification	Min	Max	Notes								
Hartford	2018-25 TA	RN**	43,754	67,150	43,754	67,150	44,848	68,829	45,745	70,206	46,660	71,610	**also registered dental hygienists and certified occupational therapist assistants
New Britain	2018-23	School Nurse	57,824	63,893	57,824	64,895	57,824	65,621	57,824	66,610			4 steps
New Haven	2015-20	Public Health Nurse	45,501	57,706									salary calculations were based on 200 paid days/year, 7 hours/day; in negotiations as of 5/11/22
Windham	2021-24	RN***	44,666	56,605	45,783	58,020	47,671	60,276	49,616	62,599	51,619	64,992	***min is for RN w/o BS, max is RN w/ BS; 6 steps in each classification
Bridgeport	2008-12 2012-19 ext	School Health Nurse	49,558	54,581									0% increase 2012-19; in negotiations as of 5/11/22
Waterbury	2020-23	School Nurse	45,018	53,972	48,812	58,367	49,427	59,105	49,427	59,105			Work year =195 days; 7 steps
New London	contracts out												
Group Averag	ge w/o Hartfo	ord	48,513	57,351	50,806	60,427	51,641	61,667	52,289	62,771	51,619	64,992	
Hartford % +	/-		-9.8%	17.1%	-13.9%	11.1%	-13.2%	11.6%	-12.5%	11.8%	-9.6%	10.2%	

<sup>\*</sup>District Reference Groups (DRG) are CT school districts grouped according to similar economic indicators by the Connecticut State Department of Education (CSDE). Sources: collective bargaining agreements; CSDE (for the DRG)

### **MARB – Hartford Subcommittee Meeting**

### May 26, 2022

### **Additional Questions Regarding Proposed CBA with Health Professionals**

Number of Positions: 65

Number of Vacancies: 11

Turnover Rates:

2018 17.0%

2019 6.7%

2020 5.6%

2021 14.3%

2022 18.9% (14 separations YTD)

Number of Insurance Waivers: 16

### 2021-22 Anthem Annual Allocated HDHP Premium Rates (including Dental)

	<u>EE</u>	<u>EE+1</u>	<u>Family</u>	
	\$10,057	\$20,301	\$26,915	
EE 14.5%	\$1,458	\$2,944	\$3,903	
ER 85.5%	\$8,598	\$17,358	\$23,012	

EE funded deductible 2022-23 \$500/\$1,000 for those converting to HDHP for the first time

EE funded deductible 2023-24 \$1,000/\$2,000

### 2021-22 Anthem Annual Fully Underwritten HDHP Premium Rates (including Dental)

	<u>EE</u>	<u>EE+1</u>	<u>Family</u>	
	\$11,282	\$22,777	\$30,196	
EE 14.5%	\$1,636	\$3,303	\$4,378	
ER 85.5%	\$9,646	\$19,474	\$25,816	

### COLLECTIVE BARGAINING AGREEMENT

### **BETWEEN**

### HARTFORD BOARD OF EDUCATION

### **AND**

THE HARTFORD FEDERATION OF SCHOOL HEALTH PROFESSIONALS LOCAL 1018A/B, AFT, AFL - CIO

July 1, 20<del>15</del>18 — June 30, 20<u>25</u>18

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Page numbers to be updated in final version

# AGREEMENT BETWEEN THE HARTFORD BOARD OF EDUCATION AND THE HARTFORD FEDERATION OF SCHOOL HEALTH PROFESSIONALS

**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 Health Professionals (hereinafter referred to as the "Union").

**WHEREAS,** Section 7-468 and 7-569, Connecticut General Statutes, recognizes the procedure of collective bargaining as a peaceful, fair and orderly way of conducting relations between municipal employees and their employer; and

WHEREAS, the registered nurses and registered dental hygienists, occupational and physical therapists, dentists, mid-level practitioners (e.g. APRN, PA), and certified occupational therapist assistants employed by the Hartford School System selected as their sole representative the Union, resulting in the Union becoming exclusive bargaining representative for all registered nurses, registered dental hygienists, occupational therapists and physical therapists and certified occupational therapist assistants in the unit; and

**WHEREAS,** the Board and its designated representative have met with representatives of the Union 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 Union as the exclusive bargaining representative of all those employees in the positions designated "registered nurse", "registered dental hygienist", "occupational therapist", "mid-level practitioner", "dentist", "physical therapist" and "certified occupational therapist assistants" for the purpose of negotiating with respect to salary schedules and conditions relative to employment.

It is recognized that the members of the Union are members of a profession and with interests of professionals in their work. This further recognizes that they may make contributions toward the administration of the school system.

### ARTICLE II BOARD PREROGATIVES

Except as otherwise abridged or modified by any provisions 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 NEGOTIATION

### A. Negotiation over Successor Agreement and Budget

- 1. This Agreement shall be in full force and effect from July 1, 2015, until and including the 30th day of June 2018. The parties herein agree to meet for the purpose of such negotiation within the time limits specified in the Municipal Employees Relations Act.
- 2. During negotiation, the Board and the Union shall confer at reasonable times appropriately scheduled with regard for the budgetary calendar and exchange relevant data, points of view and proposals and counter proposals. The Board shall provide the Union with materials and/or information necessary to discuss salaries, fringe benefits and working conditions. It is understood that the materials relate only to the Union.

### B. Negotiations over Matters Not Covered By Terms of the Agreement

- 1. 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.
- 2. The Board shall not adopt a change in policy affecting fringe benefits, working conditions, or matters relative thereto not covered by the terms of the Agreement, unless such change in policy is submitted, in writing, to the Union and approved by the Union in writing.

### ARTICLE IV SALARY

### A. Wages

Retroactive increases only apply to those union members employed on the day the Municipal Accountability Review Board approves the contract.

- The salary schedule for 2015-2016 shall be increased by 3% as described in Appendix A
- 1. The salary schedule for 2016-2017 shall be increased by 0.16% as described in Appendix A.
- 1. The salary schedule for 2017-2018 shall be increased by 3% as described in Appendix A.

There shall be no increase to the salary scales for 2018-2019, 2019-2020, 2020-2021.

- 1. The salary schedule for 2021-2022 shall be increased by 2.5% as described in Appendix A.
- 2. The salary schedule for 2021-2022 shall be increased by 2.0% as described in Appendix A.
- 3. The salary schedule for 2021-2022 shall be increased by 2.0% as described in Appendix A.
- 4. The salary schedule for 2021-2022 shall be increased by 2.0% as described in Appendix A.

### B. Increments

- 1. Salary increments shall be given for satisfactory service. 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. Eligibility shall be defined for new hires as on pay status effective the first work day of the new calendar year, for contractual step movement effective July 1. For other members or for step movement occurring not on July 1, the member must be on pay status for at least one hundred twenty actual working days (excluding any authorized or unauthorized leave). in the twelve months prior to the implementation of the contractual step movement. Further, to be eligible for step movement, the member must have performed at a satisfactory or better level.
- 2. There shall be step movement for eligible members with satisfactory service, effective July 1, 2021 (retroactively) and July 1, 2022. There shall be no other step movement. There shall no step movement for 2015 2016 or for 2017 2018.

There shall be step movement for eligible members with satisfactory service, effective July 1, 2016.

### C. Upgrading

A bargaining unit member who has completed the course credit requirements necessary for a degree shall request an upgrading from the administrator in charge of upgrading for non-certified employees, in writing, at least one month prior to the date when the new schedule is to go into effect. Bargaining unit members may be upgraded in April or September whichever falls closer to the date when the course or degree requirements are completed and official transcripts have been submitted. Degree compensation shall be paid in accordance with Appendix B.

### D. <u>Longevity</u>

Bargaining unit members hired after the ratification of this Agreement shall not be entitled to longevity.

- 1. Employees' longevity, with the exception of mid-level practitioners who will not receive longevity, shall be earned on the employee's anniversary in recognition of his/her length of service. Longevity shall only be issued to bargaining unit members receiving a satisfactory or better evaluation, and is to be computed as set forth in Appendix C which is annexed hereto and hereby made a part of hereof. The district's standard form shall be the evaluation instrument. Said payment will be made annually in one lump sum, on or before July 1. Pro rata longevity payments will be made to an employee in the event said employee terminates his or her service with the Board. For purposes of said longevity payments, employees on sick leave shall be included under said longevity payment schedule. The Board will do all within its power to facilitate the payment of longevity within a reasonable period of time.
- 2. <u>Deceased Employees.</u> In the event of the employee's death, unless he/she otherwise provided by will or designation, his/her estate shall receive his/her one-time payment of whatever prorated longevity benefit said employee had accumulated at the time of his/her death. The Board will do all within its power to facilitate the payment of longevity within a reasonable period of time.
- E. Initial salary placement shall be at the discretion of the Superintendent or his/her designee. In determining the initial placement on the salary scale, credit may be granted for similar experience in other communities and the employee will be placed on the appropriate step of the salary schedule. No new employee shall be placed on the top step unless the employee has relevant work experience.

F. Bargaining unit members shall be paid on a bi-weekly basis, on a twenty-six pay plan. Any member paid on the 22 pay plan as of July 1, 2008 shall be permitted to continue on such pay plan. The Board may require direct deposit and provision of electronic notification of pay at its discretion.

The salary for summer school nurses shall be pro-rated per diem based on the salary schedule.

### G. Probationary Period

Employees new to the bargaining unit shall be considered probationary during their first one hundred twenty (120) actual working days (excluding any authorized or unauthorized 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.

### ARTICLE V FRINGE BENEFITS

### A. Health Insurance

The High Deductible Health Plan will be the only health insurance option available to members effective July 1, 2022.

Members on the PPO plan at the time of the Board's ratification of this contract may remain on the PPO plan through June 30, 2022 on the same terms as contained in the 2015-2018 Collective Bargaining Agreement.

### **PPO**

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

2015-2016: 14% 2016-2017: 15% 2017-2018: 17%

All employees starting work in the Health Professionals 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:

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

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

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%) or fully insured premium equivalent costs for individual or family coverage on the HDHP with HSA:

<del>2016-2017:</del>	12%
<del>2017-2018:</del>	14%
<u>2018-2019:</u>	14.0%
2019-2020:	14.0%
<u>2020-2021:</u>	14.0%
2021-2022:	14.0%
2022-2023	14.5%
2023-2024	15.0%
2024-2025	15.5%

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

### HDHPHSA Plan:

For the 2022-2023 school year, the Board shall contribute seventy-five percent (75%) of the applicable HDHP deductible amount for those members who were not enrolled in the HDHP for the 2021-2022 school year and are transitioning to the HDHP for the 2022-2023 school year ("Transitioning Members"). For the 2022-2023 school year for Transitioning Members, twothirds of the Board's contribution toward the HDHP deductible will be deposited into the HSA account during the first week of July 2022, and one-third of the Board's contribution toward the HDHP deductible will be deposited into the HDHP during the first week of January 2023. For the 2022-2023 school year, the Board shall contribute fifty percent (50%) of the applicable HDHP deductible for all other members enrolled in the HDHP. The Board's contribution toward the HDHP deductible for non-transitioning members will be deposited into the HSA accounts in two equal installments, the first during the week of July 1, 2022 and the second during the week of January 1, 2023. Effective July 1, 2023, the Board shall contribute fifty percent (50%) of the applicable HDHP deductible amount for all members enrolled in the HDHP. The Board's contribution toward the HDHP deductible will be deposited into the HSA accounts in two equal installments, the first during the week of July 1, 2023 and the second during the week of January 1, 2024. The Board's contribution toward the HDHP deductible will be deposited into the HSA accounts in two equal installments, the first during the week of July 1, 2024 and the second during the week of January 1, 2025. The Board's contribution will be pro-rated for members hired after July 1st in any year or for members who leave prior to June 30th.

Effective July 1, 2016, the Board shall contribute fifty-five percent (55%) 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. Effective July 1, 2017, 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, 2017 and the second during the week of January 1, 2018. The Board's contribution will be pro-rated for members hired after July 1<sup>St</sup> in any year.

- 2. The Federation agrees that any portion of the health, dental or prescription drug plan may be self-insured or insured at the sole discretion of the Board. The Board may change its pharmacy benefits manager in its sole discretion. If there is a claim dispute, the parties may reach mutual agreement about another body, entity or forum where the dispute may be heard.
- 3. Dental plan is subject to premium cost sharing specified for the HDHPPPO above.
- 4. If the employee or the employee's dependent(s) become ineligible for medical or dental coverage they can purchase the coverage at their own expense at the fully

- insured group rate plus the 2% administration fee in accordance with the Congressional Omnibus Budget Reconciliation Act (Cobra).
- 5. A Long Term Disability policy will be made available to bargaining unit members at group rates The parties recognize that the City of Hartford offers a long term disability policy.
- 6. Each employee shall receive an amount of group life insurance equal to approximately one and one-half (1.5) times his/her salary.
- 7. Upon retirement, bargaining unit members shall be able to maintain health insurance coverage in the plan offered to bargaining unit members at the applicable rate. The cost will be fully paid by the employee. Members hired after May 17, 2022 shall not be entitled to retiree health insurance.
- 8. If the total cost of a group health plan or plans offered under this contract triggers an excise tax under Internal Revenue Code Section 49801 or any other local, state or federal statute or regulation, the Board reserves the right to offer a group health plan or plans with a total combined cost that falls below the excise tax thresholds. Eligible employees will be given the option to enroll in the lower cost coverage option(s). If the employee chooses to enroll themselves or their eligible family members in a coverage option or options that triggers an excise tax, 100% of any such excise tax will be borne solely by the employee.
- 8.9. The parties acknowledge that the Board's contribution toward the funding of the HDHP 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 HDHP deductible for individuals upon their separation from employment or departure from the Union.
  - 10. Any member who is enrolled in Medicare may not participate in the HSA and must participate in a health retirement account (HRA).

### B. Sick Days

1. All full-time employees under regular appointment shall be entitled to up to twenty (20) days per year for personal illness accumulated at the rate of two (2) days per month. Unused sick days may be accumulated to a maximum of one hundred and seventy-five (175) days.

2. Upon retirement of an employee, such employee shall be entitled to receive, on the basis of his/her current wages, a maximum of sixty (60) days for 12-month employees and fifty (50) days for 10-month employees or twenty percent (20%) of the total unused sick leave days of the person's total period of employment, whichever is greater. And, provided further that no employee shall be entitled to severance pay on the date of retirement or the first payroll date thereafter unless he/she has notified the administration sixty (60) days prior to his/her retirement of his/her intention to retire. An employee who fails to comply with the above said notice requirements will receive severance pay within sixty (60) days of retirement.

The notice requirement shall not be applicable to employees who die or become physically disabled in such a way as to force their retirement.

- 3. In the event of the employee's death, unless the employee has otherwise provided by will or designation, his/her estate will receive, on the basis of his/her current wages, full compensation for any of the employee's unused accumulation of sick leave.
- 4. If an employee who is on an approved leave of absence with pay returns to employment, he/she shall receive credit for accrued seniority and all benefits.
- 5. All members of the bargaining unit shall become participants in the sick leave bank effective July 1, 1990 by contributing three (3) days from his/her accumulated sick leave. Effective February 1, 2016, all members of the bargaining unit shall contribute one (1) day to the sick bank upon hire. If, at any time, the total number of days in the bank drops below fifty (50), the unit members will again deposit into the bank one (1) day each.

Upon exhaustion of accumulated sick leave any bargaining unit member covered by this Agreement may apply to the Sick Leave Bank Committee as hereinafter provided for a withdrawal of days.

A Sick Leave Bank Committee consisting of two (2) members appointed by the Superintendent and two (2) members appointed by the President of the Union will be established. The Sick Leave Bank Committee will review all applicants desiring to withdraw days from the bank. The decision of the committee shall be final and not subject to the grievance provisions of this contract. If the committee does not reach a consensus, no sick bank days shall be withdrawn.

6. Workers's Compensation benefits shall be paid in accordance with the law.

### C. Alternative Health Insurance Plans

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. If 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 alternate health insurance plan only one (1) time during the life of the contract.
- D. The Board will allocate \$1,000 for the purpose of reimbursing bargaining unit members for damage or loss, excluding cash, to personal property incurred during an employee's working hours and/or performance of duty. All reimbursements will be held until the end of the fiscal year at which time reimbursement will be made in full if the \$1,000 is sufficient, otherwise, prorated reimbursement will be made according to the demands on the fund. At the end of each year, an appraisal will be made and if the total claim in any year exceeds \$1,000, the Board will reserve to itself the right to make a decision to adjust the allocation.

### E. <u>Personal Leave Days</u>

1. Employees shall be permitted absences without loss of pay and without deduction from sick leave accumulations, up to a total of not more than five (5) days in any school year for any and all of the listed reasons noted below. Any days used for personal purposes beyond the five (5) days, will be days of personal leave without pay. An employee who has taken personal leave on an emergency basis, must make

the necessary arrangements after his/her return from leave to file the Confidential Leave Request Form upon the date of return, or in no case shall the form be submitted later than the close of work the following day. Failure to do so will mean loss of pay for that day.

### Reasons:

- a. 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 days in any school year);
- b. Holy days (not to exceed three days in any school year);
- c. Quarantine;
- d. Absence of <u>spouse</u> husband for birth of child to <u>spouse</u> wife (not to exceed two days in any school year);
- 2.a. Temporary absence for personal reasons is limited to situations not under the control of the applicant, which make such absence from service necessary. The appropriate supervisor or principal must give prior approval. Such approval shall not be unreasonably withheld.
- b. The employee's appropriate supervisor or principal shall notify employees in writing when their personal day requests are approved or not approved.

### ARTICLE VI GRIEVANCE PROCEDURE

### A. Definition

A grievance shall mean a complaint by an employee that he/she has been subjected to arbitrary, capricious or discriminatory practice or that his/her rights have been violated under this Agreement or under the implementation of Board Policy based on the application or interpretation of administrative regulation or the directive of the administration, contained in the Policy and Administrative Manual. As used in this Article, the term "employee" shall mean either (1) an individual employee or (2) a group of employees having the same grievance, or (3) the Union.

### <u>Section 2 – Procedures</u>

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) workdays 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 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 Federation 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 OfficerSenior 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 Federation to the Chief Labor and Legal OfficerSenior Executive Director of Human Resources by providing the Chief Labor and Legal OfficerSenior 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 or within ten workdays after the original filing. The Chief Labor and Legal OfficerSenior 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 OfficerSenior Executive Director of Human Resources. The Chief Labor and Legal OfficerSenior 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 Federation.

<u>Step 3:</u> 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 OfficerSenior Executive Director of Human Resources within ten (10) workdays after the receipt of the Senior Executive Director of Human Resources' Chief Labor and Legal Officer's (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 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 Federation 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 Federation, may proceed with the next step of the grievance procedure provided that the Federation, 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 Federation 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 Federation. 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 OfficerSenior Executive Director of Human Resources and the Federation.
- 5. Grievances arising from the action of an official other than the coordinator, supervisor, or principal shall be filed against that official.

- 6. Only grievances arising out of interpretation of the specific provisions of this Agreement may be pursued to arbitration under to Step 3 of the procedure.
- 7. No employee may file for arbitration or appeal to the Chief Labor and Legal OfficerSenior Executive Director of Human Resources under this procedure except with the approval and participation of the Federation. No employee may file for arbitration as an individual, but only the Federation may file an appeal to arbitration hereunder.
- 8. 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 Federation representatives. Qualified witnesses shall also be permitted to attend meetings, but only for the duration of such witness' testimony. If the Federation finds that the witnesses need to be present for the entirety of an arbitration hearing, and the Board has concerns about releasing the witnesses for that period, the Parties shall agree to hold the hearing outside of the working hours of the involved employees.
- 9. The Federation will be notified, in advance, of the time and location of grievance meetings held by the Chief Labor and Legal OfficerSenior Executive Director of Human Resources.
- 10. The Federation 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.
- 11. 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 VII 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, performed, or enforced, except to the extent permitted by law, and any substitute action shall be subject to appropriate consultation and negotiation between the parties.
- B. In the event that any provision of this Agreement is, or shall be at any time, contrary to law, all other provisions of this Agreement shall continue in effect.

### ARTICLE VIII POLICY AND ADMINISTRATIVE MANUAL

A. The Board may, during the life of this contract, continue to make unilateral amendments, additions, subtractions, or modifications to Board policies, provided however, that no such amendment, additions, subtractions, and modifications shall override or effectively contradict any specific provisions of this Agreement.

### ARTICLE IX DUTIES

#### A. Registered Nurses

It is understood between the Board and the Union that responsibilities of the registered nurses are those which would normally be included within the work duties of a registered nurse. Except in the case of a school or system emergency, no registered nurse will be required to assume responsibility of a classroom or the work of another bargaining unit.

### B. Registered Dental Hygienists

It is understood between the Board and the Union that responsibilities of the registered dental hygienists are those which would normally be encompassed within the work duties of a registered dental hygienist only. There will be no imposition of extra duties upon any one of the employees of this unit, such as administering first aid, monitoring classrooms or telephone duty, except in case of emergency such as a situation where because of the academic background of an employee included within this unit, that only he/she should treat said injured person, but in no event to perform any duties of any other bargaining unit. There will be no yard duty except in an emergency situation.

### C. Occupational and Physical Therapists and Assistants

It is understood between the Board and the Union that the responsibilities of the occupational and physical therapists and assistants are those which are normally included within the work duties of occupational and physical therapists and assistants only. Except in the case of a system or school emergency, no member of that group will be required to assume the responsibility of a classroom or the work of another bargaining unit. There will be no yard duty except in an emergency situation.

### D. Team Leader Positions

Team Leader positions may be established in the Medical Services (Occupational and Physical Therapy), Nursing Services (Immunization Site Team Leader and Nursing Team Leader), and Dental Services units annually based on the department's needs and the availability of funding. If said positions are to be filled the head of the Health Services Department will make the selection.

Before making a selection, the vacancy will be announced to the members of the Department. The written preferences of the members of the department will be considered before a selection is made. There may be rotation from time to time for staff development purposes.

This position shall not carry the responsibilities for evaluation and/or ability to recommend termination.

A five hundred-dollar (\$500.00) per year stipend will be paid for the performance of these duties.

### ARTICLE X PROFESSIONAL IMPROVEMENT

A.

- 1. Bargaining unit members who have completed one year of satisfactory service in the Hartford System of Schools and have successfully completed the semester course at an accredited university shall be eligible for tuition reimbursement of up to \$500 per credit, up to a maximum of six (6) credits per year each reimbursable year, summer through spring semester. 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 pass for the completed course work.
- 2. Members of the bargaining unit may receive reimbursement for C. E. U.'s received in workshops or seminars directly related to their employment. Prior approval must be received in writing, from the administrator in charge of professional improvement. However, if C.E.U.'s are reimbursed, there will be a limit of \$3,0006,000 total for the bargaining unit per school year.
- B. 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 employee attending such sessions. All employees will be given a reasonable opportunity to participate in such programs. Approval shall not be unduly withheld.
- C. A Professional Issues Committee shall be established. The composition of the committee shall reflect the composition of the bargaining unit. The President of the Union will appoint the four unit members on the committee. Topics of discussion shall include but not be limited to: in-service offerings, budget issues, equipment and facilities and substitute coverage, pupil load, new programs, etc.

The <u>Chief Labor and Legal OfficerSenior Executive Director of Human Resources</u> or designee, or the Superintendent of Schools or his designees, shall meet and confer with the Committee at least monthly at the request of the Union. The Union must provide a prepared agenda at least one week prior to the meeting. Each group reserves the right to meet with its respective administrator and to meet separately with the Administrator for Personnel and Labor Relations or designee.

- D. Whenever the Administrator in charge of bargaining unit members shall have brought to his/her attention seminars, workshops, conferences, conventions or other professional improvement sessions available to said employee, he/she shall make such opportunities known to all members of this bargaining unit whenever possible. All members shall be given a reasonable opportunity to participate in such programs. Approval shall not be unduly withheld.
- E. Members of this bargaining unit will be offered CPR certification. Training expenses, both initial and maintenance will be borne by the Board. Release time will be provided.

### ARTICLE XI TRANSFER PROCEDURES

- A. Vacancies shall be posted throughout the school system for a period of ten school days.
- B. Qualifications for all posted positions shall be limited to the following factors in order of priority:
  - a. Registered dental hygienist, registered nurse, school nurse practitioner, occupational therapist, occupational therapist assistant, physical therapist or physical therapist assistant;
  - b. Seniority;
  - c. Prior experience;
  - d. Professional improvement;
  - e. Job Performance

The person selected for an occupational therapist, occupational therapist assistant, physical therapist or physical therapist assistant posted position must be both a registered nurse or registered dental hygienist and the most senior applicant unless the Board can demonstrate that the successful applicant is in fact (head and shoulders above) demonstrably superior to the more senior applicant with regard to factors c, d, and e above.

- C. Unless all applicants are not qualified as in B. above, the person selected to fill the vacancy will be from the group of applicants.
- D. 1. Before an involuntary transfer is made the Board shall ask for 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 transfers.
- E. 1. Where possible, involuntary transfers shall not be made without prior knowledge of and discussion with the employee concerned, at which time the employee shall be notified of the reason(s) for the transfer at least two (2) weeks prior to the effective transfer date.
  - 2. If prior notification is not possible, the affected employee may request a meeting to discuss the reasons 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.
- F. When an employee is required to transfer to a State or Federally funded position, his/her status as a regular Board employee shall not be jeopardized.

### ARTICLE XII WORK DAY AND WORK YEAR

A. It is understood that the hours of employment for members of the bargaining unit shall be seven hours effective July 1, 2013 and shall be seven hours and ten minutes effective July 1, 2014. The work day shall be extended on days when faculty meetings or departmental meetings are held. Effective July 1, 2013, the workday shall be 7 hours. Effective July 1, 2014, the work day shall be seven hours and ten minutes.

Notwithstanding any other Article in this contract, the Board reserves the right, on reasonable notice, to change the starting and ending times of the workday for members of the bargaining unit. If the Board lengthens the workday beyond the hours described below, it shall compensate the unit member as described in the impact formula. The Board reserves the right, with thirty days notice, to change the length of the work year for any member. Any days beyond the regular work year shall be paid on a per diem basis. If a member's work year is increased to over 225 days in a given work year (July 1 to June 30), the Union reserves its right to demand to bargain regarding vacation and/or holidays. Nothing herein shall be read to waive any arguments the Board may wish to assert.

#### IMPACT FORMULA

 $\begin{array}{lll} \underline{Increase\ in\ minutes} & X & \underline{annual\ salary} & X & \#\ of\ days\ increased & = & pay\ inc. \\ \hline Current\ minutes & \#\ of\ work\ days & \end{array}$ 

- B. Members of the bargaining unit may be required to attend faculty or departmental meetings. The member shall not be required to attend more than two (2) such meetings per month. Said meetings shall not extend more than 60 minutes beyond the normal work day.
- C. The work year shall be 187 days for mid-level practitioners. The work year shall be 184 days for all other bargaining unit members. The work year for members of the bargaining unit except mid-level practitioners shall not begin more than two days prior to the opening of the school year for students (excepting new personnel who may be required to attend additional orientation sessions) and will terminate after 182 days of student attendance.
- D. All employees shall have at least a half-hour duty-free lunch period on each normal work day.
- E. Mileage Reimbursement: The parties agree that mileage for required travel between schools will be reimbursed at the IRS rate.

### ARTICLE XIII LAYOFFS AND RECALL

- A. In the event that registered nurse positions, registered dental hygienist positions, physical therapist positions, occupational therapist positions, dentist positions, mid-level practitioners positions and/or occupational therapist assistant positions must be eliminated from the school program; the determining criteria shall be seniority within the school system. Layoffs shall be effected on the basis of system-wide seniority within each group in the bargaining unit.
- B. Layoffs shall be affected on the basis of system-wide seniority among the following groups of employees within the affected unit, i.e. registered nurses or registered dental hygienists, occupational therapists, physical therapists or assistants.
  - 1. Full-time employees
- C. Where possible, employees will be transferred to avoid layoff.

- D. Employees shall be given notice of layoff no later than two (2) weeks prior to the effective date thereof.
- E. Laid-off roster employees with the most seniority shall be rehired first. Employees who are laid off shall remain on the layoff list for two calendar years.
- F. No new employee will be hired to fill a position for which there remains a laid off qualified bargaining unit member.
- G. Members of the bargaining unit on layoff shall be notified of openings by certified mail sent to their last known address and must respond to the Executive Director of Human Resources within ten (10) working days of the delivery date of the notification of that opening. Failure to respond as provided above will result in removal from the recall list. To ensure coverage under this provision, employees must keep the Board informed of all address changes. An employee laid off from a full-time position when he/she refuses recall to a part-time position will not forfeit recall.
- H. An updated seniority list of the affected unit shall be furnished to the Union prior to the execution of any layoff, upon request.

### ARTICLE XIV PERSONNEL FILE

Official files for bargaining unit members shall be maintained in accordance with the following procedures:

### A. <u>Limitations on File</u>

Official bargaining unit member files shall be maintained so that bargaining unit members have a right of access and review of their files. Use of material contained in bargaining unit member files in disciplinary proceedings shall be subject to review under the just cause standard applicable to such proceedings. No anonymous letters or materials shall be placed in a bargaining unit member's personnel file.

### B. Right to Review File

The bargaining unit member shall, upon request to the <u>Senior Executive</u> Director of Human Resources or his/her designee, be given the opportunity outside the bargaining unit member's workday to review the contents of his/her file

### C. Right to Reply

The bargaining unit member 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 bargaining unit member 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 bargaining unit member.

### ARTICLE XV ASSUMPTION OF LIABILITY FOR DAMAGE CAUSED BY EMPLOYEES

- A. Employees in the bargaining unit shall be protected in accordance with Section <u>10-235</u>7-465 of the Connecticut General Statutes.
- B. Solely for the purpose of informing employees in the bargaining unit, the following language is offered as a paraphrase of the provisions of Section 10-2357-465:
  - 1. The Board shall pay on behalf of any employee all sums which such employee becomes obligated to pay by reason of the liability imposed upon such employee by law for physical damages to person or property if the employee at the time of the occurrence, accident, physical injury or damages complained of, was acting in the performance of his/her duties and within the scope of his/her employment, and if such occurrence, accident, physical injury or damage was not the result of any willful or wanton act of such employee in the discharge of such duty.

This provision is included for informational purposes only and is not subject to the grievance procedure.

### ARTICLE XVI DISCIPLINARY PROCEDURES AND DISCHARGE

A. No employee shall be disciplined or discharged except for just cause.

B. All suspensions and discharges must be stated in writing, with the reason given and a copy must be given to the employee at the time of the suspension or discharge. Simultaneous notification shall be given to the Union.

### ARTICLE XVII SENIORITY

- A. Seniority shall be defined as an employee's length of continuous service within the bargaining unit commencing with his/her most recent date of hire.
- B. Seniority shall continue to accumulate during all authorized leaves of absence with pay and sick leave.
- C. In case of a tie, seniority shall be determined by the last four (4) digits of the employee's social security number. The higher number shall have more seniority.
- D. The Union shall notify the Administrator for Personnel/Labor Relations of the names of the Union Executive Board. Members of said Board, but not more than five (5) persons shall be accorded superseniority for the purpose of protecting them from layoff and involuntary transfer.

### ARTICLE XVIII UNION SECURITY

- C. All employees in the bargaining unit shall, thirty (30) days from the date of the execution of this Agreement, or from the date of their employment by the Board, become and remain members of the Union in good standing in accordance with the Constitution and by-laws of the Union, during the terms of this Agreement or extension thereof, as a condition of continued employment.
- 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 payrollunless 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.
- B. 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.

### C. Delegate Release Time

Four (4) union delegates will be allowed a maximum of five (5) union leave days per delegate per year with pay to attend official union conventions, conferences, workshops or seminars. The Union shall inform the Chief Labor and Legal OfficerSenior Executive Director of Human Resources annually of the names of the four delegates.

This release time may be used for other types of official union business not specified herein and/or other than the four designated delegates subject to advance approval being obtained from the Chief Labor and Legal OfficerSenior Executive Director of Human Resources

### **DE**. Exclusive Bulletin Board

At least one bulletin board shall be reserved at an accessible place in each work location for the cooperative use of the Union in conjunction with the other Federation Chapters for the posting of union notices or announcements.

- EF. The Board will provide each employee with a copy of this Agreement within an agreed upon time limit after the signing of the Agreement. New employees will be provided with a copy of this Agreement at the time of hire, but not later than 45 days after the date of hire. The cost of reproducing the Agreement shall be equally borne by the parties.
- FG. There shall be made available to the Union, upon its request, any and all information, statistics and records which the Union may deem to be relevant or necessary for the proper enforcement, implementation or negotiations 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 employee. The furnishing of such data, records, etc., shall be in conformity with both State and Federal regulations.
- GH. The President of the Union will receive from the Administrator of Personnel/Labor Relations a list of all employees covered under the Union contract stating employee number, name, address, location, assignment, L/A status, appointment date, degree, step, and salary, upon request no more than once per year.

### ARTICLE XIX NO DISCRIMINATION

A. The Board agrees not to unlawfully discriminate in the application of the terms of this contract against any bargaining unit member on the basis of race, religious creed, color,

national origin, ancestry, age, sex, sexual orientation, present or past history of mental disorder, mental retardation, learning disability or physical disability, including, but not limited to, blindness, or marital status.

- B. The Union agrees not to unlawfully discriminate in the application of the terms of this contract against any bargaining unit member on the basis of race, religious creed, color, national origin, ancestry, age, sex, sexual orientation, present or past history of mental disorder, mental retardation, learning disability or physical disability, including, but not limited to, blindness, or marital status.
- C. The provisions of paragraphs A and B above reflect the parties' understanding of their legal obligations. Any alleged violation of this paragraph shall be subject to resolution procedures established by law and/or Board policy and shall not be subject to the grievance procedure.

### ARTICLE XX LEAVE OF ABSENCE

### A. Child Bearing

- 1. An employee who becomes pregnant shall be entitled to a leave of absence that shall begin when, in the opinion of her doctor, the employee is no longer physically able to work, or upon confinement, whichever comes first. Leave shall expire when, in the opinion of her doctor, the employee is physically able to return to work. Normally, leave is not expected to continue more than six (6) weeks after delivery. Child bearing leaves of absence shall be with pay to the extent of the number of unused sick leave days credited to the employee at the commencement of her leave.
- 2. <u>Adoptive Leave</u> An employee who has firm plans to adopt a child in the immediate future may elect to take a short-term leave with pay for a period not to exceed six (6) consecutive weeks. This leave shall be with pay to the extent of the number of unused sick leave days the employee has accumulated at the beginning of said leave. Only one adoptive leave will be granted per school year.
- 3. Child Rearing Leave Any employee, other than a first year employee, who is expecting a child, or whose spouse is expecting a child, or who has firm plans to adopt a child in the immediate future, shall be granted upon request a long term leave without pay for child rearing purposes. Such leave shall be for either one-half or one full school year. The request for such leave must be made at least 30 days prior to its commencement whenever possible and must specify whether the leave is for one-half or one full school year.

#### B. Professional Leave

Any bargaining unit member who has had at least two successful years of employment with the Board of Education may request an unpaid leave of absence for the purpose of furthering his/her education. Such leave shall begin at either the start or at the mid-point of the school year and shall end either one-half or one full school year later. Request for such leave must be made at least thirty (30) days prior to its commencement and must specify whether the request is for one-half or one full year.

### C. Personal Hardship

An employee may request an unpaid leave of absence in cases of extreme personal hardship, such as the serious illness of spouse, parent or legal dependent.

### D. Union Leave

An employee who is elected or appointed to a full-time or part-time position with the Union (local, state or national) will, upon proper application, be granted a one-year leave of absence without pay, renewable upon request for an additional year, subject to the Board's approval, for the purpose of accepting this position. Said approval will not be unreasonably withheld.

An employee granted such leave of absence shall have available all insurance and other benefits payable by the employee or the Union and shall, during such leave, accrue seniority, salary increments and like benefits as though he/she were in regular service, including retirement credit to the extent permitted by law. Upon return to service he/she shall be placed on the assignment which he/she left if the leave is for one year and the position has not been eliminated, with such accrued benefits and increments as he/she would have earned had he/she been on active service. If the leave is for more than one year or if the position has been eliminated, he/she may be placed in a comparable position.

E. <u>Sick Leave.</u> A medical certificate is required of a bargaining unit member who is absent for more than five consecutive days. A medical certificate may be required of a bargaining unit member whose attendance record exhibits excessive use or a pattern of abuse (e.g. extending a holiday, a weekend, and/or vacation; missing the first/last day of school; etc.). An administrator may require a medical certificate for future absences once excessive use or a pattern of abuse has been noted.

The provisions of this section shall not be subject to arbitration.

Any employee on a leave of absence approved by the Board of Education shall be guaranteed the right to return to said employee's former position providing the leave is for not more than one school year.

### ARTICLE XXI GENERAL PROVISIONS

- A. The Board shall continue its practice of posting all official circulars from the Superintendent's office and from the board which are intended for the information of employees.
- B. The Board shall continue its practice of sending to the Union a copy of any notice, directive, or bulletin relating to members of the bargaining unit.
- C. The Board shall continue its practice of making available to the Union a copy of its agenda of regular Board meetings 24 hours prior to the same. The Union will continue to be notified prior to all special meetings.
- D. Equipment
  - The Board agrees to review in the Labor Management forum, the need for equipment necessary to perform assigned tasks. The Board will make every effort to provide such equipment.
- E. Upon request, the health supply budget allocation for each school shall be made available by the school principal to each health office.
- F. During the life of the Agreement the Board and Union may prepare an Early Retirement Incentive Plan and offer the same to eligible employees in the bargaining unit. Acceptance of such a plan on the part of the employees will be voluntary.
- G. The Board shall continue its efforts to provide building security against trespassers.
- H. The parties recognize the need to retain and attract quality employees for the school system and that job sharing represents an opportunity to increase the type and flexibility of job offerings available to bargaining unit members. Job sharing may be of assistance to the school system in attracting and retaining quality employees as well as in improving the delivery of health services. This provision shall not be subject to the grievance procedure.
- I. Effective July 1, 1992 the Board will either make available or reimburse all bargaining unit members for the cost of the hepatitis vaccine as recommended by the ADA, AMA, and CDC. The above will be provided to employees who can reasonably be anticipated to have occupational.— Eexposure to the HBV as provided in Occupational Health and Safety Regulations. The Board will also make available or reimburse registered dental

hygienists for the cost of other vaccinations recommended by the A.D.A as appropriate for people at risk.

J.

### ARTICLE XXII DURATION

- A. This Agreement shall be in full force and effect from July 1, 20185 until June 30, 202518. Representatives of the Board and the Union agree to commence negotiations for a successor Agreement in accordance with the Municipal Employee Relations Act.
- B. In the event that the Board and the Union shall fail to secure a successor agreement, as herein before provided in Article III prior to the termination of this Agreement, this Agreement will remain in force pending the negotiating of a successor agreement.

### ARTICLE XXIII PRIOR PRACTICES

The parties acknowledge that practices may develop from time to time at one or more of the district's facilities. These practices shall not be binding on the parties unless they are expressly incorporated into this agreement and/or unless they emanate from the Human Resource office.

### ARTICLE XXIV NOTIFICATION REGARDING CONVICTION/SUBSTANTIATION

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 Executive Director of Human Resources.

All bargaining unit members understand and agree that they are required to notify the Director of Human Resources in writing immediately if the Department of Children and Families has substantiated abuse or neglect against him/her.

The Administration may require a member to submit to a drug/alcohol test where a concern is raised.

### ARTICLE XXV PERFORMANCE INCENTIVE

The Administration may offer a work bonus to bargaining unit members. The work bonus shall not exceed ten percent (10%) of the base salary. This paragraph shall apply to any member not assigned full-time to a single school.

A member who works 100% 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.

The School Improvement Bonus shall be in effect for the 2015-2016, 2016-2017 and 2017-2018 school years only, where applicable.

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

### ARTICLE XXVI NOTICE FOR RESIGNATION/RETIREMENT

If a member chooses to separate service, he/she shall arrange for a satisfactory date of departure with his/her supervisor. Failure to reach a mutually agreeable date or to provide at least thirty (30) calendar days notice when possible shall render that member as an employee who left the district in bad standing. This information may be shared upon employment inquiries. The Superintendent or designee may waive or modify this requirement upon request of the member. Should the member fail to provide such notice, he/she shall be liable for liquidated damages in the sum of one hundred (\$100) per day for each day less than the thirtythrity (30) calendar day requirement, to be deducted from the member's final salary payment(s).

This contract was the result of negotiations between the parties.

HARTFORD BOARD O	F EDUCATION	
		Date

HARTFORD FEDERATION OF SCHOOL HEALTH

PROFESSIONALS	
	Date

### APPENDIX A SALARY SCHEDULE

A new salary schedule, 5C, has been developed for Nurse Practitioners, which includes an increase in Work Year to 187 days beginning on July 1, 2003.

```
2015-16 Salary Schedule
                 <del>56</del>
        5A
                         <del>5C</del>
                                   SD
Step
   1 42,412 48,477
                       62,711
                                 84,876
                                 88,270
   2 44,603 50,674 65,269
   3 46,883 52,955
                       67,829
                                 91,802
   4 48,806 54,875 70,389
                                 94,555
      52,229 57,825
                       72,947
                                 99,284
   6 54,363 60,438 75,507 103,255
      61,171 67,243 78,068 113,581
      65,090 71,549
                       80,626 120,261
   9
                        87,209
         2016-17 Salary Schedule
        5A
                 <del>5B</del>
                          <del>5C</del>
Step
                                    <del>5D</del>
   1 42,480 48,555 62,811
                                  85,012
     <del>44,674</del> <del>50,755</del>
                        65,373
                                  88,411
     46,958
              53,040
                        67,938
                                  91,949
      48,884 54,963
                        70,502
                                  94,706
      52,313
              <del>57,918</del>
                        73,064
                                  99,443
      54,450 60,535
                        75,628 103,420
      61,269 67,351
                        78,193 113,763
   8 65,194 71,663
                        80,755 120,453
   9
                        87,349
         2017-18 Salary Schedule
                 <del>56</del>
                         <del>5C</del>
                                   <del>5D</del>
Step
        <del>5A</del>
   1 43.754 50.012 64.695
                                 87,562
   2 46,014 52,278 67,334
                                 91,063
                                 94,707
   3 48,367 54,631 69,976
      50,351 56,612 72,617
                                 97,547
      53,882 59,656 75,256 102,426
```

```
6 56,084 62,351 77,897 106,523
7 63,107 69,372 80,539 117,176
8 67,150 73,813 83,178 124,067
```

9 89,969

### **2018–2019 Through 2020-2021 Salary Schedule**

Step	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>
<u>1</u>	43,754	50,012	64,695	87,562
<u>2</u>	<u>46,014</u>	52,278	67,334	91,063
<u>3</u>	48,367	<u>54,631</u>	69,976	94,707
<u>4</u>	<u>50,351</u>	56,612	72,617	97,547
<u>5</u>	<u>56,084</u>	62,351	77,897	106,523
<u>6</u>	<u>56,084</u>	62,351	77,897	106,523
<u>7</u>	63,107	69,372	80,539	117,176
<u>8</u>	<u>67,150</u>	73,813	83,178	124,067
9			89,969	

### 2021-2022 Salary Schedule

Step	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>
<u>1</u>	44,848	51,262	66,312	89,751
<u>2</u>	47,164	53,585	69,017	93,340
<u>3</u>	49,576	55,997	71,725	97,075
<u>4</u>	51,610	58,027	74,432	99,986
<u>5</u>	55,229	61,147	77,137	104,987
<u>6</u>	57,486	63,910	79,844	109,186
<u>7</u>	64,685	71,106	82,552	120,105
<u>8</u>	68,829	75,658	85,257	127,169
9			92,218	

	2022	2-2023 Sala	ry Schedul	<u>e</u>
<u>Step</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>
<u>1</u>	45,745	52,287	67,638	91,546
<u>2</u>	48,107	54,657	70,397	95,207
<u>3</u>	50,568	57,117	73,160	99,017
<u>4</u>	<u>52,642</u>	<u>59,188</u>	<u>75,921</u>	101,986
<u>5</u>	56,334	62,370	<u>78,680</u>	107,087
1 2 3 4 5 6 7 8	<u>58,636</u>	65,188	<u>81,441</u>	111,370
<u>7</u>	65,979	72,528	84,203	122,507
<u>8</u>	70,206	77,171	86,962	129,712
9			94,062	
	2023	3-2024 Sala	ry Schedul	<u>e</u>
Step	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>
<u>1</u>	46,660	53,333	68,991	93,377
<u>2</u>	49,069	55,750	71,805	97,111
<u>3</u>	51,579	<u>58,259</u>	74,623	100,997
2 3 4 5 6 7 8	53,695	60,372	77,439	104,026
<u>5</u>	<u>57,461</u>	63,617	80,254	109,229
<u>6</u>	<u>59,809</u>	66,492	83,070	113,597
<u>7</u>	67,299	73,979	85,887	124,957
<u>8</u>	<u>71,610</u>	<u>78,714</u>	<u>88,701</u>	132,306
9			95,943	
	2024-	2025 Salary	Schedule	
Step	<u>A</u>	<u>B</u>	<u>C</u>	$\underline{\mathbf{D}}$
<u>1</u>	47,593	<u>54,400</u>	70,371	95,245
<u>2</u> 3	50,050	56,865	73,241	99,053
<u>3</u>	<u>52,611</u>	<u>59,424</u>	<u>76,115</u>	103,017
<u>4</u>	54,769	61,579	78,988	106,107
<u>5</u>	58,610	64,889	81,859	111,414
<u>6</u>	61,005	67,822	84,731	115,869
4 5 6 7 8	68,645	75,459	87,605	127,456
<u>8</u>	73,042	80,288	90,475	134,952
9			97,862	

For informational purposes, upon signing of this agreement in 2003:

5A includes Registered Nurses, Registered Dental Hygienists, and Certified Occupational Therapist Assistants

5B includes Occupational Therapists and Physical Therapists

5C includes Mid-level Practitioners (the grid includes longevity and the degree differential)

5D includes Lead Dentists

### APPENDIX B DIFFERENTIALS

Bargaining unit members, except for Mid-level Practitioners, who hold a Bachelor's, or Master's, or Doctorate Degree will receive a differential for the highest level of education attained in addition to his/her regular salary as stipulated below:

Bachelor's Degree: \$500.00 Masters' Degree: \$750.00 Doctorate Degree: \$1,250.00

### APPENDIX C LONGEVITY

YEARS	AMOUNT
6 to9	\$ 375
10 to14	\$425
15 to 19	\$550
20 to 49	\$650
50 plus	\$1,100

The above does not apply to Mid-level Practitioners.

### SIDE LETTER BETWEEN

## THE HARTFORD BOARD OF EDUCATION AND THE HARTFORD FEDERATION OF SCHOOL HEALTH PROFESSIONALS, LOCAL 1018 A/B, AFT, AFL-CIO

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.

FOR THE HARTFORD BOARD OF EDUCATION:

FOR THE HARTFORD FEDERATION OF SCHOOL HEALTH PROFESSIONALS:

Date

Date