

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE HARTFORD PUBLIC SCHOOLS
AND
THE HARTFORD FEDERATION OF SCHOOL SECRETARIES
LOCAL 1100, AFT, AFL-CIO

JULY 1, ~~2015-2018~~ – JUNE 30, ~~2018~~2024

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This Agreement is made and entered by and between the Hartford Board of Education (hereinafter referred to as the (Board) and the Hartford Federation of School Secretaries - H.F.S.S., Local 1100 (hereinafter referred to as the Union.)

ARTICLE I RECOGNITION

The Board recognizes the Union as the sole and exclusive bargaining representative for the purpose of collective bargaining on matters of wages, hours of employment and other conditions of employment for all office personnel primarily engaged in secretarial and clerical work in the public school system of the City of Hartford, except for those positions designated non-bargaining by the Superintendent or the Executive Director of Human Resources; it is understood that any such designation may be appealed to the State Department of Labor for final resolution.

ARTICLE II BOARD PREROGATIVE

Unless it is specifically abridged by any provision of this Agreement, it is recognized that the Board has and will continue to retain whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the public schools in the City of Hartford in all its aspects, such policies, practices or procedures; to discontinue processes or operations or to discontinue their performance; to select and to determine the number and type of employees required to perform the Board's operations; to layoff, or otherwise relieve employees from duty for lack of work or other legitimate reasons; to create job descriptions and revise existing job descriptions as the Board deems necessary provided that the Board shall provide the Union with timely notice of its intent to create a new job description or revise an existing one. Upon request the Board shall bargain with the Union concerning the impact which any significant change in job duties may have on employees' wages, hours and other terms and conditions of employment; to establish contracts and subcontracts for the Board's operations provided no member (s) of the bargaining unit loses his/her job as a result thereof or assignments in overtime areas, and the bargaining unit shall not be eroded by any such use of subcontracts.

ARTICLE III FAIR PRACTICES

- A. The Board and the Union agree not to unlawfully discriminate in the application of the terms of this contract against any member protected under state or federal discrimination laws, as may be amended from time-to-time.
- B. The provisions of this article are included in the agreement for informational purposes only, and shall not be subject to the grievance procedure.

**ARTICLE IV
GRIEVANCE PROCEDURE**

A. Purpose:

The purpose of the grievance procedure shall be to settle employee grievances fairly and efficiently.

B. Definitions:

A grievance shall mean a complaint by an employee or a group of employees having the same grievance, or the Union, concerning the application meaning or interpretation of this Agreement. A grievance shall also include a complaint arising under the implementation of Board policy based on the application or interpretation of administrative regulations or the direction of the administration contained in the Policy and Administrative Manual. See Section D.8.

C. Procedures:

1. Level One –

Within ten (10) days of the date upon which the alleged grievance occurred or within five (5) days of employee's notification of an incident, the grievant (that is, the employee) individually or accompanied by a Union representative, shall discuss the problem with the school official or administrator against whom he/she is aggrieved with the objective of resolving the matter informally. If the matter is not satisfactorily adjusted within those five (5) days, the employee shall thereafter submit it in writing within five (5) days to the ~~Chief Labor and Legal Officer~~ Senior Executive Director of Human Resources for review at Level Two. Such writing shall set forth specifically the act or conditions on which the grievance was based.

2. Level Two -

The ~~Chief Labor and Legal Officer~~ Senior Executive Director of Human Resources and/or representatives shall meet with the employee and a Union representative (if the employee so desires) within fifteen (15) days of the receipt by him/her of the written grievance and shall give his/her decision in writing to the employee within ten (10) days of such meeting.

~~E~~D. Arbitration:

1. In the event that the aggrieved employee is not satisfied with the disposition of his/her grievance at Level Two, or in the event no decision has been rendered within twenty (20) days after he/she submitted his/her grievance at Step 2 to the ~~Chief Labor and Legal Officer~~ Senior Executive Director of Human Resources or his/her designee, he/she may request the president of the Union to submit the grievance to arbitration within ten (10) school days following the decision of the grievance at Level Two or the expiration of time limits for making such decisions, whichever shall occur first. Simultaneous notification of the appeal to arbitration shall be

forwarded to the ~~Chief Labor and Legal Officer~~Senior Executive Director of Human Resources.

2. The parties may, by mutual agreement, select and retain one or more arbitrators to act as permanent umpire(s). If no agreement is reached regarding the selection of said umpire, or in the event either party wishes to discontinue the permanent umpire system, then the American Arbitration Association shall be used as the arbitration agency in accordance with its respective rules. Fees and expenses of the arbitration are to be borne equally by the Board and the Union.
3. The Union shall have the right to take to arbitration any grievance arising out of interpretation of this Agreement if the decision of the ~~Chief Labor and Legal Officer~~Senior Executive Director of Human Resources is unsatisfactory.
4. The arbitrator shall hear and decide only one grievance in each case. He/she shall have no power to add to, delete from or modify in any way the provisions of this Agreement. The decision of the arbitrator shall be binding upon both parties and all employees during the life of this Agreement, unless the same is contrary to law.

DE. General Provisions:

1. Any grievance, as defined in A. above, not presented for disposition through the grievance procedures described under B. above within the time limits indicated shall not thereafter be considered a grievance under this Agreement. Failure at any step of this procedure to appeal a decision within the specified time limits shall be considered as a withdrawal of the grievance. The time limits specified at any step may be extended in any particular instance by agreement between the ~~Chief Labor and Legal Officer~~Senior Executive Director of Human Resources or his/her designee and the Union.

2. No employee may file for arbitration except with the approval and participation of the Union.

3. The Union shall have the right to be present at the request of the employee, at all grievance conferences and/or hearings. At the request of the employee, the Administration agrees to notify the Union of the time and place of any conference on any written grievance. The Administration agrees to supply the Union with a copy of any grievance and decision not processed through the Union.

4. Meetings held under this procedure shall be conducted at a time and place, which will afford a fair and reasonable opportunity for all persons proper to be present. When such meetings are held during school 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 an aggrieved bargaining unit member or bargaining unit members, their appropriate Union representatives and qualified witnesses. The Board shall have the right to schedule said meetings after school hours.

5. Grievances arising from the action of an administrator will be initiated with the ~~Chief Labor and Legal Officer~~ Senior Executive Director of Human Resources.

6. After the last day of school and prior to the beginning of the next school year, the word “days” shall mean calendar days excluding legal holidays, Saturdays and Sundays. At all other times, “days” shall mean school days.

7. The Union shall have the right to initiate a grievance or appeal from the disposition of a grievance of an employee or group of employees at any step of this procedure.

8. Grievances, which may arise over the implementation of Board policy, based on the application or interpretation of administration regulations or the directive of the administration, as contained in the Policy and Administrative Manual shall follow the grievance procedure of this Agreement up through the decision by the ~~Chief Labor and Legal Officer~~ Senior Executive Director of Human Resources or his/her designee. The decision of the ~~Chief Labor and Legal Officer~~ Senior Executive Director of Human Resources or his/her designee shall be final.

F. No work stoppage:

The Union and the Board agree that any differences between the parties on matters relating to the Agreement shall be settled by the means herein provided. The Union, in consideration of this Agreement, will not engage in or condone any strike, work stoppage or other concerted refusal to perform any assignment on the part of any employee represented hereunder.

ARTICLE V SALARY PROVISIONS

A. Effective July 1, 201~~8~~⁵ and retroactive thereto, and lasting until June 30, 202~~4~~¹⁸, all bargaining unit members shall be paid in accordance with the salary schedule annexed hereto and designated as Appendix A. Salaries shall be improved as follows.

- ~~1. Effective July 1, 2015, each step of the salary schedule will be improved by 3%.~~
- ~~2. Effective July 1, 2016, each step of the salary schedule will be improved by 3%.~~
- ~~3. Effective July 1, 2017, each step of the salary schedule will be improved by 2.4%.~~

There will be no salary schedule improvement and no step movement from July 1, 2018 through June 30, 2021.

1. Effective July 1, 2021, each step of the salary schedule will be improved by 2%
2. Effective July 1, 2022, each step of the salary schedule will be improved by 2%.

3. Effective July 1, 2023, each step of the salary schedule will be improved by 3%.

A member is only eligible for retroactive payments if the member is actively employed in the bargaining unit at the time the Municipality Accountability Review Board (“MARB”) ratifies the new collective bargaining agreement and no person shall receive retroactive payment if not actively employed in the HFSS at the time of the MARB ratification.

- B.
1. Increments shall be granted to eligible members as set forth in this agreement. Upon expiration of this agreement, members shall not be granted increments unless and until a successor agreement so provides. However, an increment may be withheld by reason of unsatisfactory service.
 2. In years when increments are granted, increments for satisfactory service shall be in accordance with the attached salary schedule (Appendix A).
 - a. There shall be step movement for July 1, ~~2017~~ 2021 and July 1, 2022, for eligible members.

C. An employee who has been in the system for six (6) months or more will be eligible for an increment for satisfactory service (if earned) on July 1, if increment is granted, even though he/she may have changed his/her job assignment prior to July 1 as long as he/she remains in the bargaining unit.

D. All members shall be paid on a bi-weekly schedule. The Board may require direct deposit and provision of electronic notification of pay at its discretion.

E. Overtime:

If a secretary is requested by his/her supervisor to work beyond his/her regular assignment or on Saturday, compensation shall be at a rate equal to one and one-half times (1.5) his/her regular rate of pay. Double time shall be paid for work on Sunday or legal holidays. Such overtime shall be based on minutes worked.

F. Promotion:

A secretary receiving a regular promotion will move laterally on the salary schedule from his/her present position to his/her new position. For example, from step 4 of 095 to step 4 of 105, thereby receiving the proper ratio increase.

G. Reclassification:

If an employee's position is reclassified, then the employee shall be placed on that step of the salary schedule which gives him/her no less than (1) full increment over his/her present salary. One full increment shall be defined as at least \$1,500. For example, if a member on Grid 100-12, Step 4 in 2007-2008 (\$35,418) and his/her position was reclassified to a 105-12, she would be placed on Step 4 of 105-12 (\$37,715). This is the appropriate

placement because Step 3 does not exceed \$35,418 + \$1,500 and he/she must be placed on that step which gives him or her no less than \$1,500.

H. Recognition for Professional Improvement:

1. When an employee completes two (2) years of job-related post-secondary business or college credit, and has not reached maximum on the salary schedule, he/she shall be given an additional increment in either July or September, whichever falls first. An employee who receives a B.A. or B.S. degree and has not attained maximum, shall receive an additional increment on the salary schedule as set forth above.
2. ~~Employees in the bargaining unit shall be reimbursed for up to two (2) college or business courses per year provided said courses have relevancy to his/her job and are approved in advance by the Superintendent or his/her designee.~~ The Board desires to encourage the professional improvement of its employees in areas directly related to their employment. Bargaining unit members who have completed one year of satisfactory service in the Hartford Public Schools and have successfully completed the semester course shall be eligible for tuition reimbursement of up to \$675 per credit, up to a maximum of six (6) credits per year provided said courses have relevancy to his/her job and are approved in advance by the Superintendent or his/her designee. Courses shall be eligible for reimbursement only during the school year in which the employee took the course(s). Employees must submit any course for reimbursement within three (3) 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 C or a Pass for the completed coursework.

I. Salary Placement Upon Initial Employment:

In determining the initial placement on the salary schedule for employees new to the district, the Superintendent or his/her designee may grant credit for similar experience in other communities and/or for educational achievement and the employee shall be placed on the appropriate step of the salary schedule. However, in no case shall a new employee be placed higher than step 6. Placement shall not arbitrary or capricious. This provision shall not be subject to the grievance procedure.

J. Work Year

Any ten or eleven month employee who continues to work in his/her regular position beyond his/her work year shall be compensated at his/her regular rate of pay.

- K. All summer program secretarial positions will be posted by the first week in June. Bargaining unit members shall be paid at their regular rate of pay for summer program positions.

- L. One (1) step on the salary schedule will be granted to all part-time Board employees who worked for a minimum of 1,500 hours within a period of two (2) years prior to their appointment.
- M. Part-time employees under regular contract who work twenty (20) hours or more per week are entitled to benefits of full-time employees on a pro-rated basis.
- N. When a position will be vacant for at least one (1) week, employees temporarily assigned to work in a higher classification will be paid immediately on that step of the salary schedule which will give him/her an increase of no less than one (1) full increment on the new schedule over his/her present salary. One full increment shall be defined as at least \$1,500. For example for 2007-2008, a member whose salary classification is 90-10 Step 1, making \$24,084, and is assigned to work in a higher classification (95-10) must be placed on Step 2, \$26,684 because Step 1 (\$25,404) does not exceed \$24,084 + \$1,500 or \$25,584.
- O. If a member is assigned increased duties or responsibilities in an equal or lower classification, where approved by the supervisor to work additional time, the only compensation shall be overtime pay for extra time worked.

If a member is assigned additional duties of a higher classification, but not an identifiable position in a higher classification, the member shall notify the Union President and the ~~Chief Labor and Legal Officer~~ Senior Executive Director of Human Resources of the additional specific duties in writing. And, upon mutual agreement of the Board and the Union, such member shall receive additional compensation effective the first day that written notice to both the ~~Chief Labor and Legal Officer~~ Senior Executive Director of Human Resources and Union President is received.

**ARTICLE VI
FRINGE BENEFITS**

- A. 1. Health Insurance - The following coverage shall apply to members of the bargaining unit.

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

Effective upon Board ratification:	13%
July 1, 2016:	15%
July 1, 2017:	17%
<u>Effective upon MARB Approval</u>	<u>17.5%</u>

Employee deductions shall be made pursuant to Section 125 of the IRS Code.

All employees hired on or after July 1, 2016 may only enroll in the HDHP with HSA and not have access to the PPO plan. Any employee already enrolled in the PPO who becomes a HFSS member

after July 1, 2016, shall be permitted to remain in the PPO plan. Any member who elects the High Deductible Health Plan with the HSA shall not thereafter return to the PPO.

Effective July 1, 2023 the only health insurance plan available to bargaining unit members will be the High Deductible Health Plan with a Health Savings Account.

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.

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

Employees enrolled in the Board’s Preferred Provider 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: Two times the applicable co-payment for a 90-day supply.

Effective July 1, 2013, there shall be mandatory generic drug substitution consistent with the State of Connecticut Benefit Design and State of Connecticut Maintenance Drug Network. If this plan is not available to the Board, it shall no longer be offered to the membership.

1. 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, individual + 1 or family coverage on the HDHP with HSA:

July 1, 2016:	12%
July 1, 2017:	14%
<u>Effective on MARB approval:</u>	<u>14.5%</u>
<u>July 1, 2023</u>	<u>15.0%</u>

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, 2022, the Board shall contribute fifty percent (50%) of the applicable HDHP deductible amount. The Board's contribution toward the HDHP deductible will be deposited into the HSA accounts in two equal installments, the first on or about July 1, 2022 and the second on or about January 1, 2023. In subsequent years, the Board's contribution will be deposited into the HSA accounts in two equal installments, the first on or about July 1st and the second on or about January 1st. The Board's contribution will be pro-rated for members hired after July 1st in any year.

For the 2023-2024 school year only, 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 2023-2024 school year ("transitioning members"). For the 2023-2024 school year for transitioning members, two-thirds of the Board's contribution toward the HDHP deductible will be deposited into the HSA account during the first week of July 2023, and one-third of the Board's contribution toward the HDHP deductible will be deposited into the HDHP during the first week of January 2024. For the 2023-2024 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, 2023 and the second during the week of January 1, 2024. 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 retirees or other individuals upon their separation from employment. 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 will be pro-rated for members hired after July 1st in any year or for members who leave prior to June 30th.

The parties acknowledge that the Board's 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 individuals upon their separation from employment on 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).

2. Through June 30, 2023, Anthem Blue Cross/Blue Shield Full Service Dental Plan fully paid for the employee and the employee's enrolled dependent(s). Employees and their enrolled dependents will be provided riders A, B, C, D and E (DCE) up to age 25 at no cost. This plan is subject to the premium cost sharing specified above in paragraph A of this Article. The premium cost share shall be at the PPO rate.

After June 30, 2023, the dental plan is subject to the premium cost sharing specified for the HDHP above.

3. Coverage will be provided for handicapped or disabled dependents children who are 25 years of age or older. The employee and their dependent(s) must meet with Anthem Blue Cross/Blue Shield's periodic medical certification requirements in order to qualify for the medical coverage contributions.
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 group rate plus the 2% administration fee in accordance with the Consolidated~~Congregational~~ Omnibus Budget Reconciliation Act (COBRA).
5. All employees shall receive an amount of group life insurance, without cost, equal to approximately one and one half (1.5) times his/her salary. The city will make available to all unit members a Supplemental Universal Life Insurance Program. Such program will be voluntary, provide discounted rates, and will be paid by each employee through payroll deductions. The program will offer portability and guaranteed rates at the time of separation from the Board.
6. The Board reserves the right to study alternative insurance plans to the plans outlined in this section provided the following steps are taken:
 - a. The plan suggested as an alternate must contain at least a substantially equal benefit level as the present plan at no additional cost to the employee.
 - b. The Union will have the opportunity to study the plan for a period of twenty (20) working days.

- c. At the end of the twenty (20) day period, the Board and the Union will mutually agree to an impartial arbitrator if comparability is an issue, for the purpose of a comparability study. 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.
- d. If the proposed plan is comparable and portable through the United States, the Board may substitute as soon as possible.
- e. Proposed changes are limited to no more than one (1) proposed change for each type of health insurance during the life of the contract.

7. Medical and Dental Insurance Waiver/Withdrawal from Health Care Coverage

Effective July 1, 2023, and each July 1 thereafter, bargaining unit members who are eligible for medical and dental insurance benefits through the Board may voluntarily elect, subject to Section 125 of the Internal Revenue Code, to waive their Board-provided medical and dental insurance coverage for a minimum of one (1) year, except as provided below. A bargaining unit member who opts not to accept medical and dental insurance through the Board's medical and dental insurance plans, in lieu thereof, shall be paid an annual amount of One Thousand Dollars (\$1,000.00) at the end of that fiscal year, provided the bargaining unit member timely notifies the Office of Talent Management before the close of the annual enrollment period. In order to be eligible for this annual payment, the bargaining unit member must provide evidence that the bargaining unit member and the his/her expected tax family are or will be enrolled in minimum essential health care coverage through another source (other than coverage in the individual market, whether or not obtained through the Exchange) (the "alternate coverage"). This waiver, including the evidence of alternate coverage, must be renewed each year during the annual open enrollment period. Payment for the waiver will be paid only upon the completion of the entire plan year, payable during the month of July of the subsequent year.

Any bargaining unit member who subsequently becomes ineligible under alternate medical insurance coverage during the one (1) year period shall be entitled to re-enroll under the Board's medical insurance provisions provided that the Office of Talent Management is notified by the bargaining unit member in writing. If the bargaining unit member re-enrolls in the Board's medical insurance plan before the expiration of the one (1) year period, he or she shall receive a pro-rated amount for any full month that he or she has not received medical insurance from the Board.

- B. HFSS 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. Further, the Board has the discretion to change the Pharmacy Benefits Manager to use the State vendor.
- C. 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.

The Board will allocate \$1,000 for the purpose of reimbursing secretarial staff 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.

DE. Sick Leave:

1. All twelve (12) month employees will accrue two (2) days per month of active pay status up to twenty-four (24) sick leave days per full year. ~~The unused portion of which may be accumulated to a total of 188.~~ All eleven (11) month employees shall accrue two (2) days per month of active pay status or up to twenty-two (22) sick leave days per full year, accumulated to a maximum total of 169. All ten (10) month employees shall accrue two (2) days per month of active pay status or up to twenty (20) days per full years, accumulated to a maximum total of 150.
2. Ten (10) and eleven (11) month employees who work beyond their scheduled work year, either in their appointed position or in a summer position, shall have access to their unused personal and sick days.
3. 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 twelve (12) month employees, a maximum of fifty-five (55) days for eleven (11) month employees, and a maximum of fifty (50) days for ten (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 hereunder unless he/she shall have notified the administration sixty (60) days prior to his/her retirement of his/her intention to retire. This proviso shall not be applicable to employees who die or become physically disabled in such a way as to force their retirement.

4. In the event of the employee's death, his/her spouse and/or minor children shall receive, on the basis of his/her current wages, the employee's full compensation for any of the employee's unused accumulation of sick leave. In the event the employee has neither a spouse nor children, then compensation for the unused sick leave shall be given to the estate of the deceased employee.
5. 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.

ED. Vacations:

1.
 - a. For all twelve (12) month employees hired on or before June 30, 1982, two (2) days are provided for each month of active service (or major fraction of the working days of a month), to a maximum of twenty-four (24) vacation days, of which at least twenty (20) must be taken during the period beginning one (1) week after the close of school and one (1) week before Labor Day. Unused vacation days may not be accumulated from one (1) year to the next. Vacation days earned in the twelve (12) month period from July 1 to the following June 30 may not be used during that period except in unusual situations, and permission must be authorized by the Superintendent or his/her designee.
 - b. Exceptions to these policies may be made at the discretion of the immediate supervisor with the approval of the Superintendent or his/her designee.
 - c. All twelve month employees shall earn vacations in accordance with the following schedule:

Years of Service	Allotment	Per Month
0-2	10 days	0.83 days
3-5	15 days	1.25 days
6-10	20 days	1.66 days
11 or more	24 days	2.00 days

2. Ten and eleven month employees shall not be expected to work during student winter recess or spring recess.
3. Pro rata accumulated vacation pay shall be granted to an employee in the event he/she terminates his/her services with the Board. In no case shall a member be paid out more than twenty-four (24) vacation days.
4. In the event of the death of an employee, his/her spouse and/or minor children shall receive his/her pro rata vacation pay. In the event the employee has neither a spouse or children, the pay shall be given to the estate of the deceased employee.

5. A written report of vacation accumulation will be provided to each bargaining unit member upon request, no more than once per year.

FE. Personal Days:

1. Employees shall be permitted absences, without loss of pay and without deduction from sick leave accumulation, up to a total of not more than five (5) personal 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 arrangement to file the Personal Leave Request Form upon the date of his/her return from leave. 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, by marriage or a member of his/her immediate household (not to exceed five (5) days in any school year);
 - b. Holy days (not to exceed three (3) days in any school year);
 - c. Quarantine;
 - d. Absence of ~~husband~~-spouse for birth of child to ~~wife~~-spouse (not to exceed two (2) days in any school year). Absence for parent for adoption of child not to exceed two (2) in any work year.
 - e. Temporary absence for personal reasons is limited to situations not under the control of the applicant which make such absence from service necessary. Prior approval must be given by the appropriate supervisor. Such approval shall not be unreasonably withheld.
2. Employees shall be notified when their leave is approved.

GF. Longevity:

1. Employee's longevity payments shall be earned on the employee's anniversary date in recognition of his/her length of service in accordance with the table below and payment will be made annually in one (1) lump sum on July 1. Pro rata longevity payments will be granted an employee in the event said employee terminates his/her service with the Hartford Board of Education.

YEARS	AMOUNT
6-9	\$ 500
10-14	550
15-19	675
20-49	775
50-PLUS	1,225

2. For purposes of said longevity payments, employees on paid sick leave shall be included under the longevity payment schedule.
3. In the event of an employee's death, pro rata longevity payments will be made to the employee's spouse or dependent children, or in the absence of survivors, to the estate of the deceased.

ARTICLE VII PENSIONS

The provisions of this Article are included in the Agreement for informational purposes only; they are not intended to be comprehensive and may not be up-to-date. This Article shall not be subject to the grievance procedure.

- A. The present retirement benefits of the MERF and RAF plans of the City of Hartford shall continue in effect.
- B. MERF provides that final average pay for employees within the bargaining unit shall mean the average annual rate of pay for the highest five (5) years of his/her earnings during the last ten (10) years of his/her service immediately preceding his/her retirement.
- C. The Hartford Board of Education agrees to recommend to the Hartford Court of Common Council that the following additional benefits in the retirement plan be extended upon adoption to members of the bargaining unit by amending Chapter XVII, Section 3 of the Charter of the City of Hartford:
 1. An employee with at least twenty-five (25) years of service and at least fifty-five (55) years of age, or an employee with at least ten (10) years of service and at least sixty (60) years of age will be eligible for a pension based on two percent (2%) of the employee's final average pay per whole year of service.
 2. The normal retirement allowance shall amount to two percent (2%) of the final average pay for each year of service to a maximum of seventy percent (70%) of the final average pay. The final average pay will be computed on the basis of the employee's highest five of the last ten (10) years of his or her gross earnings.
 3. Any employee who is age fifty-five (55) with at least ten (10) years of service but less than twenty-five (25) years of service shall be eligible to receive a pension

based on the above formula but reduced by four percent (4%) for each whole year the employee retires short of age sixty (60).

4. Any disability or disability allowance shall be computed as provided above and shall be subject to the limitations of Chapter XVII, Sections 3(e) and 3(f).
5. Commencing July 1, 1988 all employees shall contribute to the pension fund a total of four percent (4%) of the employee's earnings on which Social Security taxes are paid and seven percent (7%) of the balance of the employee's earnings to be deducted at each pay period and credited to his or her account in the fund. This contribution shall be in lieu of any previous contributions required.
6. The employee contributions to the pension fund of employees represented by Local 1018C Hartford Federation of School Secretaries, HFT, CSFT, AFT, AFL-CIO will be credited with three percent (3%) interest on such contributions. Present employees will be credited with such interest on their contributions as of June 30, 1988 or to the date of their employment whichever is later. Each July 1, after July 1, 1988 contributions and interest shall be credited with three percent (3%) interest. Once credited, the interest and contributions made by the employee to the pension fund shall be payable to the employee upon separation from the city employment except that no such payment will be made to an employee granted a pension in accordance with Chapter XVII, Section 3.
7. Members of the bargaining unit shall be allowed to buy four (4) years of military service provided that the employee pays the prescribed contributions with interest in accordance with the provisions and stipulations of the plan.

D. Insurance:

1. After retirement the employee, at his/her expense, may maintain Life Insurance at a level not less than fifty percent (50%) of its face value at the time of retirement except that if the employee is a member of the City Retirement Plan, Group Life Insurance up to \$5,000 is provided at no cost.

**ARTICLE VIII
HOLIDAYS**

A. All office personnel are granted the following holidays, on the days designated by the Board:

- | | |
|-----------------------|---------------------------|
| 1. New Year's Day | 6. Independence Day |
| 2. Martin Luther King | 7. Labor Day |
| 3. President's Day | 8. Thanksgiving Day |
| 4. Good Friday | 9. Day After Thanksgiving |
| 5. Memorial Day | 10. Christmas Day |

Twelve month bargaining unit members shall be given three floating holidays per year which may be designated by the district. Said designation can be modified with the mutual agreement of the twelve month employee and the supervisor.

B. When a holiday falls on a weekend, that holiday will be observed on a regular work day.

C. If school is in session on a holiday, or if there is a failure to observe said holiday, the holiday will be rescheduled or the employee shall be granted compensatory time or pay in lieu thereof.

ARTICLE IX LEAVE PROVISIONS

A. Child-Bearing Disability Leave:

Bargaining unit members who become pregnant may be placed on short-term leave status for child-bearing leave purposes under this paragraph unless they elect a long-term leave under the provisions of paragraph B. Any bargaining unit member who becomes pregnant shall so notify the Superintendent or his/her designee at least four (4) months prior to the expected date of delivery. Leave shall begin when, in the opinion of her doctor, she is no longer physically able to work, or upon confinement, whichever comes first.

Leave shall expire when, in the opinion of her doctor, she is physically able to return to work. Normally, leave is not expected to continue more than six (6) weeks after delivery.

Leaves of absence for child-bearing shall be with pay to the extent of unused sick leave days, but normally not more than six (6) weeks before and six (6) weeks after delivery. A bargaining unit member on child-bearing leave will be assigned to her former position upon return or equivalent position if her former position has been eliminated. (See Article XII.) If a bargaining unit member on childbearing leave returns to work more than eight (8) weeks after the delivery date, she may be assigned to her former position or an equivalent position at the discretion of the Superintendent.

B. Child-Rearing Leave:

A bargaining unit member completing his/her probationary period 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, upon request, shall be granted a long-term leave for child-rearing purposes. Such leave shall begin either at the start of or at mid-point of the school year, and shall end either one-half or one (1) full school year later. The request for such leave must be made at least thirty (30) days prior to its commencement, and must specify whether the request is for leave of one-half or one (1) full year.

Upon return, a bargaining unit member shall be assigned to his/her former position or an equivalent position at the discretion of the Administration. Leaves of absence for child

rearing shall be without pay, unless otherwise ordered by an applicable final decision of a Court of competent jurisdiction.

C. Professional Leave:

A bargaining unit member who has completed his/her probationary period may request an unpaid leave of absence for the purpose of furthering his/her education. Such leave shall begin either at the start or at the mid-point of the school year and shall end either one-half or (1) full school year later. Application for such leave shall be made to the Superintendent, in writing, at least thirty (30) days prior to its commencement and must specify whether the request is for leave of one-half or a full school year. Where possible, the bargaining unit member shall be placed in the same position or an equivalent position upon his/her return.

**ARTICLE X
WORK DAY - WORK YEAR**

- A. The work year for ten (10) month employees shall be 193 days.
- B. The work year for eleven (11) month employees shall be 213 days, effective July 1, 2007.
- C. The work year for twelve (12) month employees shall consist of fifty two (52) weeks, (40 hours each) excluding earned vacation days, sick days, personal days, and holidays as set forth in this Agreement. Effective July 1, 2014, the standard work week shall be up to 40 hours a week. A supervisor may require a member to work forty (40) hours in a week and shall compensate at the hourly rate, not at time and a half, for hours over 35 and under 40.
- D. All bargaining unit employees who work a seven (7) hour work day shall do so between the hours of 7:00 a.m. and 5:00 p.m. with at least a half hour work-free lunch period Monday through Friday. However for any new position, the seven or eight hour day may be posted based on the needs of the school/district.

**ARTICLE XI
UNION RIGHTS**

- A. The Board agrees to deduct via payroll dues for all members of the bargaining unit who authorize such payments in writing, unless an individual member gives notice to the Director of Human Resources, in writing, that he or she wishes to have deducted the service fee only. Effective with the date of the union's notification of the employee's written authorization, employee's date of hire, the proper deduction will be made each pay period month from the employee's salary and forwarded to the Union monthly. The Board shall be held free and harmless from any liability in handling such Union dues. Employees on unpaid leaves of absence must make suitable arrangements in advance of such leave to pay the Union dues directly to the Union.

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

CB. Exclusive Bulletin Board:

At least one (1) 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.

DC. The Board will provide each employee with a copy of this Agreement within an agreed upon time limit after the signing of this Agreement. New employees will be provided with a copy of this Agreement at the time of hire, but not later than forty-five (45) days after the date of hire. The cost of reproducing the Agreement shall be equally borne by the parties.

ED. Delegate Release Time:

The Union shall be allowed a maximum of fifteen (15) days of Union leave per year with pay to attend official Union conventions with advance approval of the Superintendent or his/her designee. A maximum of thirty (30) days may be banked.

FE. 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 bargaining unit members other than those involved shall not be available without the approval of the individual bargaining unit member. The furnishing of such data, records, etc., shall be in conformity with both State and Federal regulations.

GF. Upon request from the Secretary of the Federation, the Human Resources Department shall provide a list of all employees covered under the Union contract, stating employee number, name, location, assignment, L/A status, appointment date, degree, step and salary.

ARTICLE XII SENIORITY

A. Seniority shall be defined as an employee's length of continuous full-time service within the bargaining unit commencing with his/her most recent date of hire.

Hartford Residency –

Any member of the bargaining unit hired after July 1, 2007, shall receive an additional year of service credit for seniority for purposes of layoff/recall for maintaining residency in Hartford.

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

- B. Seniority shall continue to accrue during all authorized leaves of absence with pay and sick leave. Seniority shall freeze during all authorized leaves without pay and any absence without pay which continues for more than thirty (30) continuous days, in accordance with law.
- C. During July of each year the Union shall notify the Executive Director of Human Resources of the names of the Union Executive Board at each work location. Elected Officers but not more than four (4) persons shall be accorded super-seniority for the purpose of protecting the officers from layoff and involuntary transfer, except if there is a position elimination/layoff.
- D. In case of a tie, seniority shall be determined by the last four (4) digits of the bargaining unit member's social security number. The higher number shall have more seniority. If an employee has no social security number, then the last four (4) digits of the employee's identification number will be used.
- E. The following is a non-exhaustive list of circumstances where an employee shall lose his/her seniority rights:
 - 1. If he/she resigns;
 - 2. If he/she is discharged for just cause;
 - 3. If he/she is laid-off for lack of work and such layoff continues for more than two (2) years, and
 - 4. If he/she fails to report to work within ten (10) working days, after due notice by the Board to the employee's last known address to return to work after layoff or leave of absence has expired.

ARTICLE XIII LAYOFF PROVISIONS

- A. A **lay-off** is a district-wide reduction in force, generally the result of budgetary shortfalls. In a lay-off, positions would be lost throughout the district offices.

A **position/job elimination** is a reduction in force that is limited to specific individual(s), office(s), or department(s). This would apply, for example, if a department is reorganized, if a position is made obsolete by technology or otherwise, or if a supervisor's position is eliminated.

- B.
1. Layoffs shall take effect as follows:
 - a. Probationary employees (initial employment);
 - b. Full-time employees shall be laid-off in the reverse order of their seniority. The Board may deviate from seniority for need of specific job qualification(s) and skills directly related to the job. Such determination shall be made by the Board in its discretion and shall not be arbitrary or capricious.
 - c. No executive assistant in the district shall be bumped from his/her specific position at a specific location by any other member.
 - d. No data entry specialist in the district shall be bumped from his/her specific position at a specific location by any other member.
 - e. In the position category Payroll Specialist, bumping shall occur by seniority within the category. No member outside of the category shall bump into a Payroll Specialist position.
 - f. In the position category Account Clerk, bumping shall occur by seniority within the category. No member outside of the category shall bump into an Account Clerk position.
 2. In the above categories regularly appointed employees shall be laid-off by inverse seniority within classifications.
 3.
 - a. The layoff provisions of this Agreement may not be applied to roster employees hired after January 1, 1976. The application of such layoff provisions in this Agreement shall not be applied to such employees if it would conflict with the Affirmative Action Program of the Board.
 - b. Whenever a position is to be eliminated due to a lay-off (as defined above), the employee holding that position shall be entitled to replace or "bump" the employee with the least seniority in the same or a lower classification for which the employee is qualified, subject to the provisions of "a" above unless there is a vacancy within the same classification to which the employee may be transferred first. Employees in the bargaining unit may not "bump-up" into a higher classification.
 4. When the position to be eliminated, due to a lay-off (as defined above), is one (1) of a number of identical positions, the person with the least seniority shall be the person who is laid-off or bumped. For example, elementary secretaries, payroll clerks, and account clerks will each be considered as identical positions.
 5. Laid-off roster employees, within the job classification, who are qualified and with the most seniority, shall be rehired first.

6. Where possible, if a position is eliminated or absorbed due to a lay-off (as defined above), the employee in said position shall be transferred to a position within the same classification. If the employee is placed in a lower classification, he/she shall be paid at his/her present classification rate for a period not to exceed three (3) months or until a position within the original classification is available, whichever is sooner. If the position reopens, the employee shall have the first right to be transferred to said position. If more than one (1) position within the job classification for which he/she is qualified is eliminated, then seniority shall prevail in transfers to other positions within the same or a lower job classification.
7. Any bargaining unit member on layoff shall be mailed a recall notice by certified mail sent to his/her last known address and must respond to the Administrator for Personnel and Labor Relations within fifteen (15) postal days from the mailing date of such notice. To insure coverage under this provision, bargaining unit members must keep the Board informed of all address changes.
8. An updated seniority list shall be furnished to the Union prior to the execution of any layoff.

ARTICLE XIV TRANSFERS AND OPPORTUNITIES

- A. Vacancies and new positions within the bargaining unit which are to be filled shall be posted at each work location. The posting will set forth the qualifications, schedules, rates of pay and the procedure for application. Employees in the bargaining unit shall have ten (10) working days from the date of the posting to apply for the position. The position shall be held open for the full ten (10) days.
- B.
 1. A secretary will be qualified for a posted position provided that he/she meets the reasonable qualifications related to the job description and has passed the appropriate test for the job classification of the posted position either before the posting or at the test immediately following the posting.
 2. A secretary who has not passed the appropriate test may apply for a posted position. He/she may be appointed to the position in an acting capacity only if there are no qualified applicants for the position. ~~Acting appointments shall be placed on Step 1 and shall be in accordance with Article XV.~~
- C. In determining who shall be selected from among the qualified applicants, the following criteria shall be applied:
 1. Job Performance
 2. Prior Experience

3. Professional Improvement
4. Qualifications of the Position
5. Seniority

Where applicants are substantially equivalent, seniority shall be a prime factor.

6. Special Need
7. Interview results.

- D. Unless all applicants are not qualified, vacancies which are to be filled will be filled no later than thirty (30) calendar days after the closing date of the posting. Written notice of the decision will be forwarded to each applicant and the Union when the decision is made. This paragraph shall not be subject to the grievance procedure.
- E. The Union shall receive a copy of every appointment letter at the time the appointment is made.
- F. Any employee who voluntarily transfers to a different position, whether a promotion or not, shall have a three (3) month probationary period. During the probationary period, the employee's immediate supervisor will prepare a written evaluation and present a copy to the employee. Normally, no formal evaluation shall be conducted prior to the completion of at least six (6) weeks experience in the position. If improvement in services is necessary, it will be clearly stated in this evaluation. Based on the evaluation, the probationary period may be extended an additional three (3) months. If at the end of either the original or the additional period it has been demonstrated that the employee is not able to perform the duties of a new position, where possible, he/she will be placed in a position equivalent to the former classification with no loss of rights under this Agreement.
- G.
 1. When a secretary is requested to transfer to a state or federally funded position, his/her status as a regular Board employee shall not be jeopardized.
 2.
 - a. Involuntary transfers shall not be made without prior consultation with the secretary concerned, at which time the secretary shall be notified of the reasons for the transfer. Secretaries shall receive written notice of a transfer. Where possible, said notice shall be sent at least two (2) weeks prior to the effective transfer date.
 - b. During the summer, ten (10) month and eleven (11) month secretaries shall be notified, in writing, and by certified mail at the address on file with the Board, of any involuntary transfers and the reasons therefore.
- H. New employees shall be considered probationary during their first one hundred twenty (120) working days (excluding any authorized or unauthorized leave). During the

probationary period, 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 the probationary period, his/her seniority shall date back to the date of his/her original employment.

During this period, an evaluation should be written by the employee's immediate supervisor and presented to the employee. If improvement in services is necessary, it should be stated clearly in this evaluation. A formal evaluation will generally occur ~~at the end of the first four (4) weeks~~ at the end of sixty (60) working days -of experience in the job.

I. Biennial Appeals Procedure:

1. Biennial Filing Period:

All appeals for reclassification must be filed during the first fifteen (15) working days in November and reviewed by a committee of not more than five (5) persons each for the Union and the Administration.

2. Review, Discussion and Disposition Period:

All appeals will be heard and adjudicated between the first working day in December and the last working day in March of the following year. Employees will be notified of the committee's decision as soon as possible, but in no event no later than June 15.

3. Validity of Appeals:

Only requests for appeals made during the period specified above will be considered as valid appeals (with the exception of those noted below) for that school year.

4. Exception Policy and Procedure:

If both parties of the Appeals Committee (Union and Administration) agree that an extraordinary circumstance existed which prevented an appeal(s) from being filed within the stipulated period, an exception can be made. The extraordinary circumstances may be illness, death in the family, marriage of a secretary, etc., which kept the employee away from his/her place of work during the entire filing period.

5. The effective date of reclassification will be the first day in July following the disposition.

6. Upgrading Appeal Procedure:

When an upgrading has been approved, an updated job description will be mutually agreed upon by the Board and the Union. A copy of the updated job description will be given to the employee.

ARTICLE XV LONG-TERM SUBSTITUTES, ACTING APPOINTMENTS

A. Acting Appointments:

Secretaries appointed acting will:

1. Be placed on ~~step 1 of~~ the appropriate salary classification and ~~but~~ will be given credit ~~on the proper step retroactively to the date of appointment,~~ for previous experience and/or college degree, ~~if the qualifying tests for the position are passed within sixty (60) days of the initial appointment date.~~
- ~~2. Not be eligible for step increases, salary improvements, and/or salary increases.~~
23. Have their employment terminated not later than one (1) year after their appointment date if qualifying test has not been passed.

~~B. Any person initially employed in an acting position who is subsequently appointed to that position will start and remain on step 1 of the appropriate salary classification but will be given credit on the proper step retroactively to the date of employment for previous experience and/or education if the qualifying tests for the position are passed within two (2) months of the initial employment date.~~

ARTICLE XVI TESTING

The Board, with input from the Federation, will review the current testing procedures and will develop a new plan of testing, within one year from the ratification of this Agreement.

- A. Any bargaining unit member who wishes to be permanently appointed to a position in a different classification must have taken and passed any applicable ~~examination within the last three (3) calendar years preceding the appointment.~~ However, the unit member need not have passed any applicable test(s) in order to apply for said position.
- B. All bargaining unit members who pass any applicable examination(s) will have their names placed on the eligibility list for any position within the category of the examinations that they have passed. ~~Their names will remain on the eligibility list for that category for three (3) calendar years.~~

ARTICLE XVII PERSONNEL FILE

- A. **Limitations on File.**
Official 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 members' 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, be given the opportunity 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 XVIII
DISCIPLINARY PROCEDURES**

- A. All disciplinary actions shall be for just cause and shall not be inconsistent with the infraction for which the disciplinary action is being applied.
- B. All suspensions and discharges must be stated in writing with reason given and a copy given to the employee at the time of suspension or discharge. Simultaneous notification shall be given to the Union.

**ARTICLE XIX
GENERAL PROVISIONS**

- A. It is understood that present policy as written in the Board Policies remains in effect and is binding on both parties except as amended or eliminated therein.
- B. Secretaries shall not be responsible for supervising or otherwise monitoring students sent to or left in the office.
- C. Secretarial help shall not be expected to move and/or unpack supplies of unreasonable size or weight.

- D. Upon request, the Superintendent or his/her designated agent will meet with representatives of the Union to discuss matters such as, but not limited to, staffing, office coverage, equipment and its use. An agenda will be provided by the Union at least one (1) week prior to such meetings and the Administration shall have the right to add items to the agenda if it wishes.
- E. When grievance hearings or contract negotiations are held during the work day, members of the negotiating and grievance committees of the Union shall be allowed to attend such hearings or negotiations without loss of pay.
- F. Parking:

The Board and the Union will work in cooperation with each other and the Policy Department and/or the Parking Authority to establish parking facilities for the employees wherever necessary and possible.
- G. No non-bargaining unit employee shall be assigned to work which falls within the purview of this bargaining unit on a regular basis.
- H. In time of student or other disturbances at specific schools, principals should provide escorts when their office staff members leave for home when he/she releases them.
- I. With input from the Federation, the Superintendent or his/her designee shall develop in-service and orientation programs for bargaining unit members.
- J. The Board shall pay the reasonable expenses incurred by one (1) secretary delegate of the Union who attends a workshop, seminar, conference, or other professional improvement session at the request or with the advance approval of the Superintendent or his/her designated agent for a particular purpose of special benefit to the school system. A written report prepared by the delegate will be distributed by the Union to all bargaining unit employees.
- K. A copy shall be sent to the Union office of any notice, directive or bulletin, relating to bargaining unit members generally or to any substantial group of bargaining unit members.
- L. A copy of the public agenda of the regular Board meetings shall be available to the Union President twenty-four (24) hours prior to the meetings. The Union shall be notified prior to all special meetings.
- M. Assumption of Liability for Damage Caused by Employees:
1. Employees in the bargaining unit shall be protected in accordance with Section [7-46510-235](#) of the Connecticut General Statutes, as amended from time to time.
 2. Solely for the purpose of informing employees in the bargaining unit, the following language is offered as a paraphrase of the provisions of Section [7-46510-235](#):

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.

- N. Bargaining unit members shall not [be required to](#) perform first aid service, nor is it the responsibility of the bargaining unit member to determine the disposition of ill or injured students.

ARTICLE XX SAVINGS CLAUSE

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

ARTICLE XXI DURATION

- A. Negotiation over successor Agreement.
 - 1. This Agreement shall be in full force and effect from the date of its signing through the 30th day of June, ~~2018~~[2024](#). The parties shall enter into negotiations for a successor agreement as provided by applicable state law.
 - 2. During negotiations, 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 counterproposals. 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. In the event the Board and the recognized representative shall fail to secure a successor Agreement, as herein provided in Article II prior to the termination of this Agreement, this Agreement will remain in force pending the negotiating of a successor Agreement.

ARTICLE XXII NOTICE OF ARREST

If a bargaining unit member is arrested for sexual assault, child abuse or a violent felony involving the death of a human being, he/she shall immediately notify the ~~Chief Labor and Legal Officer~~[Senior Executive Director of Human Resources](#).

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

**ARTICLE XXIII
PERFORMANCE INCENTIVE**

Performance Incentive – Each member who works in a school that shows significant school 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 Board may issue a performance incentive up to \$1,250 for extraordinary efforts to a member who does not work within a school, location or program which can be eligible for the OSI improvement.

This provision shall not be subject to the grievance procedure.

In witness whereof, the parties have set their hands this ____ day of _____, 20~~22~~¹⁶.

The Hartford Board of Education

The Hartford Federation of
Schools Secretaries

By: _____

~~Jill Cutler Hodgman,
Chief Labor and Legal Services Officer~~

By: _____

~~Sharon Wabble~~

~~Patricia Mitchell~~

~~Gina Graham~~

~~Patricia Walters~~

APPENDIX A

2015-16 Salary Schedule

		1	2	3	4	5	6	7
85-10	1	27,441	28,792	30,251	31,752	33,345	36,144	36,813
90-10	2	29,058	30,507	32,025	33,622	35,295	38,245	38,952
95-10	3	30,650	32,195	33,811	35,508	37,276	40,390	41,137
100-10	4	32,268	33,883	35,588	37,349	39,215	42,494	43,278
105-10	5	33,883	35,588	37,349	39,215	41,174	44,611	45,437
85-12	6	31,824	33,410	35,083	36,830	38,712	41,916	42,691
90-12	7	33,703	35,382	37,147	39,010	40,963	44,389	45,211
95-12	8	35,564	37,206	39,211	41,173	43,238	46,844	47,712
95-11	9	33,529	35,218	36,982	38,839	40,775	44,181	45,000
100-12	10	37,441	39,311	41,271	43,336	45,503	49,305	50,215
100-11	11	35,292	37,056	38,897	40,848	42,891	46,478	47,333
105-12	12	39,311	41,271	43,336	45,503	47,782	51,772	52,732
105-11	13	37,061	38,930	40,854	42,896	45,037	48,797	49,701
110-12	14	41,174	43,238	45,407	47,666	50,062	54,243	55,247
115-11	15	40,580	42,608	44,741	46,986	49,328	53,443	54,430
115-12	16	43,046	45,197	47,461	49,843	52,327	56,691	57,739
120-12	17	47,351	49,720	52,208	54,825	57,559	62,359	63,514

2016-17 Salary Schedule

		1	2	3	4	5	6	7
85-10	1	28,264	29,656	31,159	32,705	34,345	37,228	37,917
90-10	2	29,930	31,422	32,986	34,631	36,354	39,392	40,121
95-10	3	31,570	33,161	34,825	36,573	38,394	41,602	42,371
100-10	4	33,236	34,899	36,656	38,469	40,391	43,769	44,576
105-10	5	34,899	36,656	38,469	40,391	42,409	45,949	46,800
85-12	6	32,779	34,412	36,135	37,935	39,873	43,173	43,972
90-12	7	34,714	36,443	38,261	40,180	42,192	45,721	46,567
95-12	8	36,631	38,322	40,387	42,408	44,535	48,249	49,143
95-11	9	34,535	36,275	38,091	40,004	41,998	45,506	46,350
100-12	10	38,564	40,490	42,509	44,636	46,868	50,784	51,721
100-11	11	36,351	38,168	40,064	42,073	44,178	47,872	48,753
105-12	12	40,490	42,509	44,636	46,868	49,215	53,325	54,314
105-11	13	38,173	40,098	42,080	44,183	46,388	50,261	51,192
110-12	14	42,409	44,535	46,769	49,096	51,564	55,870	56,904
115-11	15	41,797	43,886	46,083	48,396	50,808	55,046	56,063
115-12	16	44,337	46,553	48,885	51,338	53,897	58,392	59,471
120-12	17	48,772	51,212	53,774	56,470	59,286	64,230	65,419

2017-18 Salary Schedule

		1	2	3	4	5	6	7
85-10	1	28,942	30,368	31,907	33,490	35,169	38,121	38,827
90-10	2	30,648	32,176	33,778	35,462	37,226	40,337	41,084
95-10	3	32,328	33,957	35,661	37,451	39,315	42,600	43,388
100-10	4	34,034	35,737	37,536	39,392	41,360	44,819	45,646
105-10	5	35,737	37,536	39,392	41,360	43,427	47,052	47,923
85-12	6	33,566	35,238	37,002	38,845	40,830	44,209	45,027
90-12	7	35,547	37,318	39,179	41,144	43,205	46,818	47,685
95-12	8	37,510	39,242	41,356	43,426	45,604	49,407	50,322
95-11	9	35,364	37,146	39,005	40,964	43,006	46,598	47,462
100-12	10	39,490	41,462	43,529	45,707	47,993	52,003	52,962
100-11	11	37,223	39,084	41,026	43,083	45,238	49,021	49,923
105-12	12	41,462	43,529	45,707	47,993	50,396	54,605	55,618
105-11	13	39,089	41,060	43,090	45,243	47,501	51,467	52,421
110-12	14	43,427	45,604	47,891	50,274	52,802	57,211	58,270
115-11	15	42,800	44,939	47,189	49,558	52,027	56,367	57,409
115-12	16	45,401	47,670	50,058	52,570	55,191	59,793	60,898
120-12	17	49,943	52,441	55,065	57,825	60,709	65,772	66,989

July 1, 2018 – June 30, 2021 Salary Scale

Step	85-10	90-10	95-10	100-10	105-10	85-12	90-12	95-12	95-11	100-12	100-11	105-12	105-11	110-12	115-11	115-12	120-12
1	28,942	30,648	32,328	34,034	35,737	33,566	35,547	37,510	35,364	39,490	37,223	41,462	39,089	43,427	42,800	45,401	49,943
2	30,368	32,176	33,957	35,737	37,536	35,238	37,318	39,242	37,146	41,462	39,084	43,529	41,060	45,604	44,939	47,670	52,441
3	31,907	33,778	35,661	37,536	39,392	37,002	39,179	41,356	39,005	43,529	41,026	45,707	43,090	47,891	47,189	50,058	55,065
4	33,490	35,462	37,451	39,392	41,360	38,845	41,144	43,426	40,964	45,707	43,083	47,993	45,243	50,274	49,558	52,570	57,825
5	35,169	37,226	39,315	41,360	43,427	40,830	43,205	45,604	43,006	47,993	45,238	50,396	47,501	52,802	52,027	55,191	60,709
6	38,121	40,337	42,600	44,819	47,052	44,209	46,818	49,407	46,598	52,003	49,021	54,605	51,467	57,211	56,367	59,793	65,772
7	38,827	41,084	43,388	45,646	47,923	45,027	47,685	50,322	47,462	52,962	49,923	55,618	52,421	58,270	57,409	60,898	66,989

July 1, 2021 – June 30, 2022 Salary Scale

Step	85-10	90-10	95-10	100-10	105-10	85-12	90-12	95-12	95-11	100-12	100-11	105-12	105-11	110-12	115-11	115-12	120-12
1	29,521	31,261	32,975	34,715	36,452	34,237	36,258	38,260	36,071	40,280	37,967	42,291	39,871	44,296	43,656	46,309	50,942
2	30,975	32,820	34,636	36,452	38,287	35,943	38,064	40,027	37,889	42,291	39,866	44,400	41,881	46,516	45,838	48,623	53,490
3	32,545	34,454	36,374	38,287	40,180	37,742	39,963	42,183	39,785	44,400	41,847	46,621	43,952	48,849	48,133	51,059	56,166
4	34,160	36,171	38,200	40,180	42,187	39,622	41,967	44,295	41,783	46,621	43,945	48,953	46,148	51,279	50,549	53,621	58,982
5	35,872	37,971	40,101	42,187	44,296	41,647	44,069	46,516	43,866	48,953	46,143	51,404	48,451	53,858	53,068	56,295	61,923
6	38,883	41,144	43,452	45,715	47,993	45,093	47,754	50,395	47,530	53,043	50,001	55,697	52,496	58,355	57,494	60,989	67,087
7	39,604	41,906	44,256	46,559	48,881	45,928	48,639	51,328	48,411	54,021	50,921	56,730	53,469	59,435	58,557	62,116	68,329

July 1, 2022 – June 30, 2023 Salary Scale

Step	85-10	90-10	95-10	100-10	105-10	85-12	90-12	95-12	95-11	100-12	100-11	105-12	105-11	110-12	115-11	115-12	120-12
1	30,111	31,886	33,635	35,409	37,181	34,922	36,983	39,025	36,792	41,086	38,726	43,137	40,668	45,182	44,529	47,235	51,961
2	31,595	33,476	35,329	37,181	39,053	36,662	38,825	40,828	38,647	43,137	40,663	45,288	42,719	47,446	46,755	49,595	54,560
3	33,196	35,143	37,101	39,053	40,984	38,497	40,762	43,027	40,581	45,288	42,684	47,553	44,831	49,826	49,096	52,080	57,289
4	34,843	36,894	38,964	40,984	43,031	40,414	42,806	45,181	42,619	47,553	44,824	49,932	47,071	52,305	51,560	54,693	60,162
5	36,589	38,730	40,903	43,031	45,182	42,480	44,950	47,446	44,743	49,932	47,066	52,432	49,420	54,935	54,129	57,421	63,161
6	39,661	41,967	44,321	46,629	48,953	45,995	48,709	51,403	48,481	54,104	51,001	56,811	53,546	59,522	58,644	62,209	68,429
7	40,396	42,744	45,141	47,490	49,859	46,847	49,612	52,355	49,379	55,101	51,939	57,865	54,538	60,624	59,728	63,358	69,696

July 1, 2022 – June 30, 2023 Salary Scale

Step	85-10	90-10	95-10	100-10	105-10	85-12	90-12	95-12	95-11	100-12	100-11	105-12	105-11	110-12	115-11	115-12	120-12
1	31,014	32,843	34,644	36,471	38,296	35,970	38,092	40,196	37,896	42,319	39,888	44,431	41,888	46,537	45,865	48,652	53,520
2	32,543	34,480	36,389	38,296	40,225	37,762	39,990	42,053	39,806	44,431	41,883	46,647	44,001	48,869	48,158	51,083	56,197
3	34,192	36,197	38,214	40,225	42,214	39,652	41,985	44,318	41,798	46,647	43,965	48,980	46,176	51,321	50,569	53,642	59,008
4	35,888	38,001	40,133	42,214	44,322	41,626	44,090	46,536	43,898	48,980	46,169	51,430	48,483	53,874	53,107	56,334	61,967
5	37,687	39,892	42,130	44,322	46,537	43,754	46,299	48,869	46,085	51,430	48,478	54,005	50,903	56,583	55,753	59,144	65,056
6	40,851	43,226	45,651	48,028	50,422	47,375	50,170	52,945	49,935	55,727	52,531	58,515	55,152	61,308	60,403	64,075	70,482
7	41,608	44,026	46,495	48,915	51,355	48,252	51,100	53,926	50,860	56,754	53,497	59,601	56,174	62,443	61,520	65,259	71,787

APPENDIX B

JOB CLASSIFICATION PLAN

The following list is included for informational purposes only and shall not be subject to the grievance procedure.

1. Job categories and percentage relationship between categories using the first step of the ten (10) month 100% category as the base.

- 085 Library Resource Secretary
Office Assistant

- 090 Book Room Secretary
Guidance Secretary
Library Resource Secretary
Office Assistant
Office Clerk II – Food Services
Secretary
Switchboard Operator/Receptionist

- 095 Account Clerk
Billing Clerk
Book Room Secretary
Data Entry Specialist
Data Entry Specialist – Clinic
File Records Secretary
Guidance Secretary
Office Assistant
Secretary
Switchboard Operator/Receptionist

- 100 Administrative Assistant – TAH Grant
Assistant to Executive Assistant (high school)
Executive Assistant
House Secretary (high school and middle school)
HR Receptionist/Secretary
Secretary

- 105 Account Clerk
Assistant Secretary to Superintendent
Executive Assistant (elementary school, central office)
HR Records Secretary
Secretary

110 Accounts Payable Specialist
Executive Assistant (middle school, central office)
Payroll Specialist
Secretary

115 Data Entry – Retirement Specialist
Executive Assistant (high school, central office)
Executive Secretary
Information Specialist
Intake Specialist
Secretary

120 Executive Assistant (Central Office)

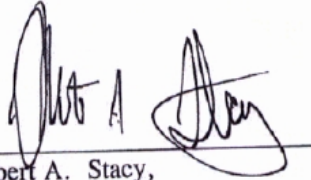
1. At least one (1) employee assigned to the office of a school administrator will be a bargaining unit member according to the categories listed above; however, there shall not necessarily be a one-to-one ratio of school administrators to bargaining unit members. Bargaining unit positions at the Board's Central Office will be performed by bargaining unit members. The above language shall not be read to waive any Board prerogatives.
2. There shall be one (1) position of Executive Assistant in each school.

APPENDIX C

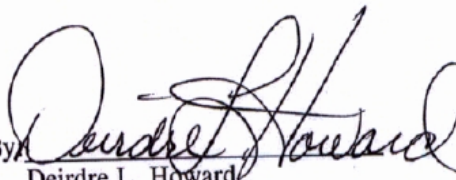
**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
HARTFORD PUBLIC SCHOOLS
AND THE
HARTFORD FEDERATION OF SCHOOL SECRETARIES**

The parties acknowledge that it is a Board prerogative to use temporary employees to fill bargaining unit positions for limited time periods on a need basis.

State Board of Trustees for
The Hartford Public Schools

By: 
Robert A. Stacy,
Executive Director of Operations

The Hartford Federation of
Schools Secretaries

By: 
Deirdre L. Howard
President 2000-2002

APPENDIX D

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
HARTFORD PUBLIC SCHOOLS
AND THE
HARTFORD FEDERATION OF SCHOOL SECRETARIES

The parties acknowledge that the current work year is as follows:

10 month (193 work days)

Bargaining unit members will work the student calendar year (currently 182 days), an in-service day (which may be scheduled before or during the school year), and an additional ten (10) days. This time shall be within the fiscal year of July 1 through June 30. Normally, this would be the five (5) working days before the first day of school for students and the five (5) working days after the last day of school for students.

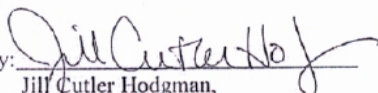
11 month (effective July 1, 2007 – 213 work days, prior to July 1, 2007, there were 208 work days)

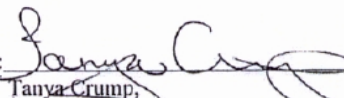
Bargaining unit members will work the student calendar year (currently 182 days), an in-service day (which may be scheduled before or during the school year), and an additional thirty (30) days. This time shall be within the fiscal year of July 1 through June 30. Normally, this would be the first fifteen (15) working days in the fiscal year, the ten (10) working days before the first day of school for students, and the five (5) working days after the last day of school for students.

12 month – 52 weeks

The Hartford Board of Education

The Hartford Federation of
Schools Secretaries

By: 
Jill Cutler Hodgman,
Labor Relations Manager

By: 
Tanya Crump,
President

Appendix E

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
HARTFORD PUBLIC SCHOOLS
AND THE
HARTFORD FEDERATION OF SCHOOL SECRETARIES**

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

Board's Modified PPO:

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

High Deductible Health Plan with HSA:

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

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

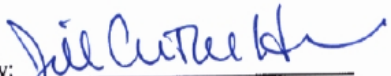
Effective July 1, 2016, the Board shall contribute fifty percent (50%) of the applicable HSA deductible amount. The Board's contribution toward the HSA deductible will be deposited into the HSA accounts in two equal installments, the first on or about July 1, 2016 and the second on or about January 1, 2017. The Board's contribution toward the HSA deductible will be deposited into the HSA accounts in two equal installments, the first on or about July 1, 2017 and the second on or about January 1, 2018. The Board's contribution will be pro-rated for members hired after July 1st in any year.

The parties acknowledge that the Board's 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 individuals upon their separation from employment or departure from the Union.

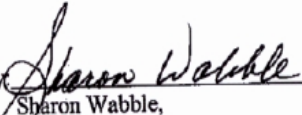
Any member who is enrolled in Medicare may not participate in the HSA and must participate in a health retirement account (HRA).

IN WITNESS WHEREOF, the parties have set their hands this 16th day of February, 2016.

The Hartford Board of Education

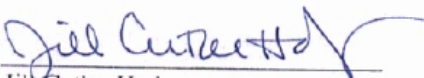
By: 
Jill Cutler Hodgman,
Chief Labor and Legal Services Officer

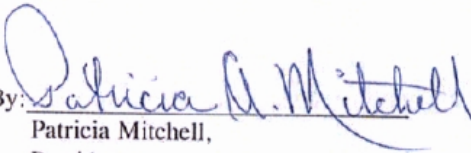
The Hartford Federation of
Schools Secretaries

By: 
Sharon Wabble,
President

Appendix F
MEMORANDUM OF UNDERSTANDING
BETWEEN THE
HARTFORD PUBLIC SCHOOLS
AND THE
HARTFORD FEDERATION OF SCHOOL SECRETARIES

The Board reserves its right to involuntarily transfer members as a result of school redesign/reconstitution consistent with the Federal legislation, guidelines, and regulations.

By: 
Jill Cutler Hodgman,
Chief Labor and Legal Services Officer

By: 
Patricia Mitchell,
President

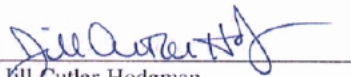
**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
HARTFORD PUBLIC SCHOOLS
AND THE
HARTFORD FEDERATION OF SCHOOL SECRETARIES**

Any members with additional sick leave banks shall have that bank frozen on June 30, 2011; no new days will be added to such bank from June 30, 2011 forward only deductions. There shall be no additional sick leave banks (e.g. part-sick or excess) or additional accruals for any member effective July 1, 2011.

The Hartford Board of Education

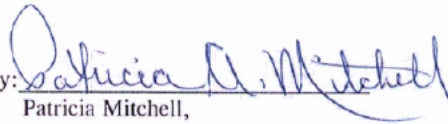
The Hartford Federation of
Schools Secretaries

By:



Jill Cutler Hodgman,
Chief Labor and Legal Services Officer

By:



Patricia Mitchell,
President

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
HARTFORD PUBLIC SCHOOLS
AND THE
HARTFORD FEDERATION OF SCHOOL SECRETARIES**

If the school, program or location to which the member is assigned is closed, and the Board has given the member at least sixty (60) calendar days' notice of anticipated closure at the school, program or location site (via the work year memorandum or otherwise), the member shall utilize vacation time during the period of closure. Such vacation time shall be deducted from the member's vacation leave accrual. In the event that sixty (60) calendar days' notice has not been given, the member may complete his/her work day at a location to be determined by the Superintendent or designee. If a member has floating holidays, those shall be used first before accrued vacation time during any closure/shutdown. If a new member does not have sufficient vacation time accrued prior to the period of closure, he/she may borrow vacation time for this purpose.

The Hartford Board of Education

The Hartford Federation of
Schools Secretaries

By: 

Jill Cutler Hodgman,
Chief Labor and Legal Services Officer

By: 