

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE HARTFORD BOARD OF EDUCATION

AND

THE HARTFORD SCHOOLS SUPPORT SUPERVISORS ASSOCIATION,  
LOCAL 78, AFSA, AFL-CIO

July 1, 2014 – June 30, 2017

AGREEMENT made and entered into by and between the Hartford Board of Education, (hereinafter referred to as the Board) and HARTFORD SCHOOLS SUPPORT SUPERVISORS' ASSOCIATION, LOCAL 78, AFSA, AFL-CIO (hereinafter referred to as HSSSA or the Union).

**ARTICLE I  
RECOGNITION**

The Board recognizes the Hartford Schools Support Supervisors' Association, Local 78, AFSA, AFL-CIO as the exclusive bargaining representative of all those non-certified supervisors who are employed by the Board of Education of the City of Hartford and who are eligible for membership in the Union for the purpose of negotiating. Hartford Schools Support Supervisors' Association is a unique and diversified union. Its job classifications include a variety of positions that provide many aspects of administrative, financial, educational, social and computer/technical support.

**ARTICLE II  
BOARD PREROGATIVES**

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.

**ARTICLE III  
PROFESSIONAL STATUS**

It is recognized that the Union is composed of members of the administration charged with interpreting and enforcing Board policies at various levels and as members of the profession have the interest of professionals in their work. It is further recognized that they shall have the opportunity to make constructive recommendations toward the administration of the school system.

**ARTICLE IV  
SALARIES**

- A. Bargaining unit members shall be paid in accordance with the salary schedule as set forth in Appendix B as annexed hereto and is hereby made part of this agreement. Salary increments shall be given for satisfactory service. Bargaining unit members shall be paid on a bi-weekly schedule, on a twenty six pay plan.
- B. Salary Scale Placement - The Superintendent or his/her designee reserves the right to determine placements on the salary scale as a result of performance including attendance and misconduct. This may be in the form of a promotion, demotion or freeze on salary steps. Such change in salary placement shall not be made arbitrarily and shall be reflected in the bargaining unit member's evaluation and/or a charge of misconduct. Freeze and demotions shall be issued only after discipline in accordance with Article XVII.
- C. Reclassification and New Positions
  1. If a bargaining unit member's position is reclassified at a higher grid level or if the bargaining unit member takes a new position at a higher grid level, then the bargaining unit member shall be at least a five (5%) percent increase over his/her present salary.

If the member's position is reclassified within six months of being granted wage improvement, the member shall be given at least a 2.5% (two and a half percent) increase over his/her present salary.

2. If the bargaining unit member takes a new position at a lower grid level, the salary placement will be at the discretion of the Superintendent or his designee.

D. Salary Placement Upon Initial Employment

1. In determining the initial placement in the salary schedule for employees new to the district, credit may be granted for similar experience in other communities and the employee shall be placed appropriate/y on the salary schedule. Initial placement on the salary schedule shall be at the discretion of the Superintendent or his/her designee.

E. Summer Positions

1. Any ten (10) or eleven (11) month bargaining unit member who continues to work in his/her regular position beyond July 1 shall receive his/her regular salary increase as of July 1 on a per diem basis.

- F. When a position will be vacant as a result of an approved leave for over eleven (11) consecutive work days, the bargaining unit member temporarily assigned to work in a higher classification will be paid immediately an increase of at least five (5%) percent on the new schedule over his/her present salary.

- G. If a bargaining unit member is to be given an assignment of at least eleven (11) consecutive work days which involves greater responsibility and/or increased duties or is working out of his/her job classification, the supervisor and the Union will be notified and have the right to negotiate and re-evaluate the grid placement of that position. Placement on the salary grid shall be retroactive to the first day of the assignment.

H. Long Term Substitutes:

A long-term substitute may be hired when it is expected a position will be vacant or bargaining unit members absent for at least two (2) months.

I. Acting Appointments:

Vacant positions may be filled with individuals from outside the bargaining unit with acting appointments. Said appointment shall not exceed two (2) months without discussion with the bargaining unit. Acting appointments are paid on the lowest salary on the range for the job classification.

- J. Fringe Benefits are set forth in Appendix C.

- K. The Board reserves the right to require members, in its sole discretion, to receive compensation via direct deposit, with electronic notification of same. Implementation may occur within 30 days of such notification.

**ARTICLE V**  
**GRIEVANCE PROCEDURE**

A. Purpose:

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems, which may, from time to time, arise affecting the welfare or working conditions of bargaining unit members. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

B. Definitions:

A "grievance" for the purpose of this procedure shall be a bargaining unit member or Union complaint that there has been a misinterpretation or misapplication of a specific and explicit provision of this Agreement. Any grievance form submitted shall include a clear and plain statement of the facts as to the alleged violation as well as any supporting documentation. Only grievances that are violations of specific contract language are arbitrable. The specific provisions of the contract must be identified at all levels of the grievance process.

"Days" or work days for the purposes of this Article shall mean any day that the district (Central Office) is open.

"Submission" occurs when the receiving party actually obtains or is in receipt of materials.

C. Time Limits

1. Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum. The time limits specified, however, may be extended by mutual agreement or extenuating circumstances and must be in writing between the Union President and the Chief Labor and Legal Officer.
2. Failure by the grievant to attend a scheduled grievance meeting or to appeal a grievance at any level within the specified time limit shall be deemed an acceptance of the decision rendered at that level, and such decision shall thereafter be binding upon the grievant and the Union.
3. Failure by the Administration to attend a scheduled grievance meeting or to respond to a grievance within the specified time limit shall be deemed a denial, and the grievant may proceed to the next step.
4. The date of awareness shall be defined as the date any reasonable person knows or should have known about the condition(s) causing the grievance. Conditions that repeat themselves shall be deemed separate grievable events.
5. When a grievance is submitted in writing, it shall contain a clear explanation of the facts regarding the alleged violation.

D. Procedure:

1. The Union on behalf of the bargaining unit member must submit his/her grievance in writing and such grievance must be received by the immediate supervisor within ten (10) 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.

Nothing in this provision shall prohibit or discourage a bargaining unit member from informally discussing his/her problem with the involved supervisor.

However, the time limits for filing the initial grievance may only be waived or extended by written agreement between the Chief Labor and Legal Officer (or specified designee) and the Union President (or designee).

2. Failing satisfactory settlement within ten (10) work days, the Union, at the request of the aggrieved bargaining unit member may within ten (10) work days appeal in writing to the Chief Labor and Legal Officer or Superintendent's specified designee and set forth specifically the act or condition on which the grievance was based in the first step above the grounds of the appeal.
3. The Chief Labor and Legal Officer or Superintendent's specified designee shall meet with the bargaining unit member and a Union representative within thirty (30) work days after receipt of the appeal and shall give a written decision to the bargaining unit member and the Union within ten (10) work days.

E. Arbitration:

In the event that the aggrieved member of the unit is not satisfied with the disposition of his/her grievance at Step 3 or in the event no decision has been rendered within ten (10) work days after he/she has first met with the Chief Labor and Legal Officer or his/her designee, he/she may, within ten (10) work days after a decision by the Chief Labor and Legal Officer or his/her designee or fifteen (15) work days after he/she has first met with the Chief Labor and Legal Officer or his/her designee, whichever is sooner, present a request in writing to the President of Union to submit his/her grievance to final and binding arbitration, provided the grievance arose from a violation of a specific section of the agreement. No bargaining unit member may file for arbitration except with the approval and participation of the Union. The Union may submit the grievance to arbitration within fifteen (15) workdays after receipt of a request by the aggrieved person to the American Arbitration Association in accordance with its respective rules. Expenses shall be borne equally. 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. Simultaneous notification of the appeal to arbitration shall be forwarded to the Chief Labor and Legal Officer. In order to save time and expense both parties may mutually agree to an expedited arbitration process, either through the American Arbitration Association or an independent arbitrator.

F. General Provisions

1. If a grievance is not processed in accordance with the time or procedural requirements, it shall be deemed withdrawn.

2. In the event that the Board's representative does not provide the Union with a timely response to the grievance following the meeting of the parties or if the meeting is not scheduled within the timelines described above, the bargaining unit member or, if appropriate, the Union, may proceed with the next step of the grievance procedure provided that the Union or the bargaining unit member, if appropriate, does so within the specific time limits set forth above.
3. Any grievance, as defined in Section B above, not presented for disposition through the grievance procedure described under Section D above within ten (10) workdays of the time when either the Grievant or the Union knew or reasonably should have known of the conditions giving rise thereto, shall not thereafter be considered a grievance under this Agreement. Failure at any step of this procedure to communicate a decision within the specified time limits shall permit the aggrieved to proceed immediately to the next step. Failure at any step to appeal within the specified time limits shall be considered acceptance by the aggrieved of the decision rendered or an acceptance of a denial, if no decision was rendered, and such decision/denial shall thereafter be binding upon the aggrieved and the Union.
4. Grievances arising from the action of an official other than the immediate supervisor shall be filed against that official at Step 1.
5. The Union shall be informed and have the right to be present at the grievance hearings. The Administration agrees to notify the Union of the time and place of any conference or hearing on any grievance. The Administration further agrees to provide the Union with copies of any grievance not filed through the Union. The Union agrees, in good faith, that it will present the grievance with as many facts as are available at that time.
6. 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 the work day, 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 an aggrieved bargaining unit member or members, their appropriate Union representatives and qualified witnesses.
7. Any bargaining unit member who reasonably believes that a meeting with a supervisor, principal, school official, or administrator may result in disciplinary action, is entitled to Union representation. Union representatives will be permitted reasonable absences from their work location to represent members at such meetings without loss of pay. Union representatives shall not be compensated when such meetings are held or continued after working hours.
8. The Board shall permit the President of the Union, or his/her designated representative, with the permission of the principal/supervisor or in his/her absence, the person in charge of the school/department, to visit the schools/department for any purpose relating to the terms and conditions of this Agreement. This permission shall not be unduly withheld. If conferences with members of the bargaining unit are necessary, they shall be scheduled so as not to interfere with the duties and responsibilities of the school/department employees.

9. The parties, by mutual agreement, may waive the time limits at any step of the grievance procedure in writing. The time limits may only be waived or extended by written agreement between the Chief Labor and Legal Officer (or specified designee) and the Union President (or designee).

## **ARTICLE VI RESIDENCY**

There shall be no residency requirements for bargaining unit members.

## **ARTICLE VII UNION SECURITY/RIGHTS**

- A. The Board agrees to deduct via payroll dues for all members of the bargaining unit, unless an individual member gives notice to the Chief Talent Officer, in writing, that he or she wishes to have deducted the service fee only.
- B. The deduction for any month shall be made on a bi-weekly basis and shall be remitted to the Union, together with a list of names of employees from whose wages such deductions have been made, not later than the fifteenth day of the following month.
- C. The Union may request the equivalent of one (1) unpaid Union leave per year, upon mutual agreement.
- D. The Board will provide each bargaining unit member 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 between the Board and the Union.
- E. Delegate Release Time: The Union shall be allowed a maximum of five (5) days of Union leave per year with pay to attend official Union conventions. Delegate release time shall not unduly interfere with the operation of the school/department.
- F. 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.
- G. The President of the Union will receive from the Board a list of all employees covered under the Union contract, stating employee number, name, location, assignment, leave of absence status, appointment date, degree, step and salary, in electronic form or hard copy, upon request no more than once per year.

**ARTICLE VIII  
LEAVES OF ABSENCE**

A. Child Bearing Leave:

Bargaining unit members who become pregnant may be placed on short-term leave status for child-bearing leave for 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 and shall thereafter provide a doctor's certificate indicating continued fitness for work as often as the Superintendent or his/her designee may require. Leave shall begin when, in the opinion of her doctor, she is no longer physically able to work.

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 childbearing leave will be assigned to her former position upon return. If a bargaining unit member on child bearing leave returns to work more than six (6) 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 who has completed 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 shall, upon request, be granted a long-term leave for child-rearing purposes which generally will not last more than one year. The request for such leave must be made at least thirty (30) days prior to its commencement.

Upon return, a bargaining unit member shall be assigned to his/her former position or an equivalent position. Leaves of absence for child rearing shall be without pay.

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. Application for such leave shall be made to the Executive Director for Human Resources, in writing, at least thirty (30) days prior to its commencement and must specify the length of the leave, not to exceed one (1) year. The bargaining unit member shall be placed in the same position or an equivalent position upon his/her return. Bargaining unit members will notify the Board of their return in a timely fashion.

D. Personal Days:

Bargaining unit members shall be permitted absences, without loss of pay, up to a total of not more than five (5) days in any work year for any and all of the listed reasons noted below. A bargaining unit member 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 from leave, regardless if school is in session or not. Failure to do so, will mean loss of pay for that day.

Reasons:

1. In the event of serious illness or death of spouse, father, mother, son, daughter, grandfather, grandmother, grandchild, father-in-law, mother-in-law, sister, brother, sister-in-law, brother-in-law, uncle, aunt, or child related by blood or marriage or member of his/her immediate household, not to exceed five (5) in any school year.
2. Holy days, not to exceed three (3) days in any school year.
3. Quarantine.
4. Absence for spouse for birth of child not to exceed three (3) days in any school year. Absence of parent for adoption of child shall not exceed three (3) days in any school year.
5. Temporary absence for personal reasons is limited to situations not under the control of the applicant, which makes such absence from service necessary. The appropriate supervisor must give prior approval.

E. Jury Duty:

A bargaining unit member shall be entitled to full pay and benefits for absences due to jury duty. The bargaining unit member shall notify his/her supervisor immediately upon receipt of his/her call to jury duty. A bargaining unit member on jury duty shall turn over all monies received from other sources for jury duty service as they are received.

F. Military Leave:

The benefits, including the right to return to a comparable position, of employees who take a military leave will be according to applicable federal and state law.

G. Professional Days:

With the approval of the Superintendent or his/her designee bargaining unit members may attend conferences or seminars, which will contribute to or increase the knowledge of the employee with regard to his/her position.

H. Family Hardship:

The Superintendent or his/her designee may grant a bargaining unit member a leave of absence without pay for a period not to exceed one (1) year. The request for leave must be made in writing and include the reason(s) for the leave and the length, of the leave requested.

I. Workers' Compensation

Workers' compensation shall be paid in accordance with law.

J. Bargaining unit members shall be notified when their leave is approved.

**ARTICLE IX  
TRANSPORTATION ALLOWANCE**

All bargaining unit members covered by this Agreement, who are required to use their own personal transportation during the course of conducting Board business, shall be reimbursed at a rate in accordance with the IRS regulations. Bargaining unit members currently receiving a flat rate will continue to receive a flat rate of \$48 per month. New employees will receive the IRS rate per mile.

**ARTICLE X  
JOB DESCRIPTION**

While the establishment of job descriptions is a prerogative of the Board, the Union has a right and the Board an obligation to negotiate the salary, terms and conditions of employment for unit members working under such descriptions.

**ARTICLE XI  
FAIR PRACTICES**

- A. The Board and the Union agree to continue their policy of not discriminating against any member of the bargaining unit protected under state or federal discrimination laws, as the laws 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 XII  
PERSONNEL FILES AND EVALUATIONS**

A. Limitations on File

An official file shall be maintained so that each bargaining unit member has a right of access and review of his/her file. 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. The Administration will send a copy of any negative material that is placed in a bargaining unit member's personnel file to the bargaining unit member.

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 copies shall be borne by the Board. The cost of 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.

E. Evaluations submitted by a supervisor shall be submitted to the personnel file.

1. After examination of said evaluation, the bargaining unit member shall, for the purpose of identification only, affix his/her signature thereto, reserving the right to respond by addenda affixed.
2. If any evaluation is contested, the procedure for due process (which shall be initiated with ten [10] work days) shall be followed. Grievances shall only be related to the process of the evaluation. Grievances regarding evaluation shall not be subject to arbitration.

**ARTICLE XIII  
TRANSFERS, PROMOTIONS AND PROBATION**

- A. Vacancies and new positions shall be filled at the discretion of the Superintendent or his/her designee considering the best interests of the students served by the Board.
- B. Vacancies and new positions within the Union, which are to be filled, shall be posted a minimum of five (5) working days. The posting will set forth the qualifications, schedules, rates of pay and the application process.
- C. The Board shall notify the Union as to its decision on whether or not a position shall be filled, frozen or eliminated.
- D. Vacancies may be filled provided there is at least one (1) qualified applicant and funding is available.
- E. The principal criterion for consideration of a request for change in assignment is whether the change in assignment will result in the best interest of the students served by the Board.
- F. Bargaining unit members, who have successfully completed their probationary period, may apply for any vacant position.

- G. The President of the Union shall receive a copy of all official correspondence sent to a bargaining unit member regarding changes in assignments or new hires on a contemporaneous basis. Copies may be sent in electronic form or by hard copy.
- H. The Union recognizes the right of the Board for the best interests of the students served by the Board to assign newly hired employees prior to reassigning those who have requested a change in assignment.
- I. Any bargaining unit member who voluntarily transfers to a different position shall have a one hundred twenty actual working days probationary period. Any leave extends the probationary period by the length of the leave.
- J. Involuntary transfers shall not be made without prior consultation with the bargaining unit member concerned, at which time the bargaining unit member shall be notified of the reasons for the transfer. Where possible, said notice shall be sent at least two (2) weeks prior to the effective transfer date.
- K. New employees shall be considered probationary during their first one hundred twenty 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; his/her seniority shall date back to the date of his/her original employment upon completion of the probationary period.

#### **ARTICLE XIV EXTENDED WORK HOURS**

Bargaining unit members, except as noted below, shall be paid overtime in accordance with applicable state and federal laws.

All professionals at grid 710 and above understand that the nature of their responsibility may from time to time require them to work more than their normal work hours to complete their duties. It is understood that when these bargaining unit members are required to work beyond their regular work hours they will do so without additional compensation. If they are required to work on non-work days they shall be eligible for additional compensation at a per diem rate or off-setting additional vacation time with pre-approval.

#### **ARTICLE XV REIMBURSEMENT FOR PROFESSIONAL IMPROVEMENT**

Bargaining unit members who have completed one year of satisfactory service in the Hartford System of Schools and have successfully completed the semester course in a graduate program from 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 graduate level 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.

For members who have not attained a bachelor's degree, courses in pursuit of such degree from an accredited college/university shall be deemed eligible for reimbursement subject to the procedures of the above paragraph.

**ARTICLE XVI  
JOB ACTIONS, LOCKOUT, PARTIES TO COMMUNICATE**

- A. 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.
- B. The Union, in consideration of this Agreement and its terms and conditions, will not, during the term of this Agreement, engage in or condone any strike, work stoppage, or other concerted refusal to perform any assignment on the part of any bargaining unit member represented hereunder.
- C. The Board agrees that at no time will the Board lock out of his/her regular work place or from his/her regular work assignment any member in an effort to resolve a labor dispute.

**ARTICLE XVII  
DISCIPLINARY PROCEDURES**

No bargaining unit member shall be issued a letter of reprimand copied to the personnel file, suspended without pay, or discharged without just cause. In cases of minor misconduct/infractions, progressive discipline may apply. Progressive discipline shall not apply in cases of serious misconduct.

**ARTICLE XVIII  
RETIREMENT BENEFITS**

City MERF pension benefits shall only apply to HSSSA members actively in the City MERF pension plan before January 1, 2012. Any person hired into HSSSA on or after January 1, 2012, who is not at the time already in a City MERF pension plan, shall be eligible for participation in a 403b plan only. Such employees shall not be eligible for retiree health insurance through the City of Hartford or Hartford Board of Education. The 403b plan shall include up to a 5% of pensionable wages/earnings employer funded match per year, subject to all applicable legal restrictions.

**ARTICLE XIX  
DURATION AND NEGOTIATIONS OVER SUCCESSOR AGREEMENT**

- A. This Agreement shall be in full force and effect from the date of its signing through the 30th day of June, 2017. The parties shall enter into negotiations for a successor agreement as provided by applicable state law.

- B. 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.

## **ARTICLE XX WORK DAY/WORK YEAR**

The Board shall establish the work day and the work year in the best interests of the students served by the Board. For bargaining unit members who work at least a seven and a half (7.5) hour day, the work day shall be comprised of seven (7) working hours and at least a half hour duty free lunch. If the bargaining unit member desires a special arrangement, such an arrangement may be implemented if the bargaining unit member first obtains approval from the Board and the Union.

Work year is defined in Appendix D.

Twelve month employees shall be entitled to the following:

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Thanksgiving Day
9. Day after Thanksgiving Day
10. Christmas Day
11. Floating Holiday
12. Floating Holiday

The floating holiday must be requested on a confidential leave form and noted as such (code 88). Such floating holiday(s) must be approved by the member's supervisor and must be taken between July 1<sup>st</sup> and June 30<sup>th</sup> or shall be waived for that contract year.

If school is in session on a holiday, or if there is a failure to observe said holiday, the bargaining unit member shall be granted compensatory time or pay in lieu thereof. If a work location is closed or inaccessible for any reason the bargaining unit member shall report to a designated alternative work site as determined by his/her supervisor.

**ARTICLE XXI  
PERSONAL PROPERTY DAMAGE**

The Board will allocate \$1,500 for the purpose of reimbursing bargaining unit members for damage or loss, excluding cash, to personal property incurred during a bargaining unit member'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 funds are sufficient; otherwise pro-rated reimbursement will be made according to the demands on the fund.

**ARTICLE XXII  
SENIORITY**

- A. Seniority shall be defined as a bargaining unit member's length of continuous full-time service within the bargaining unit commencing with his/her most recent date of hire.
- B. Seniority shall continue to accrue during all authorized leaves of absence with pay and during sick leave. Except as provided by law, seniority shall freeze during all leaves of absence over thirty (30) days that are authorized without pay or are unauthorized, in accordance with the law.
- J. In case of a tie, the last four (4) digits of the bargaining unit member's social security number shall determine seniority. The higher number shall have more seniority.
- C. A bargaining unit member shall lose his/her seniority rights under any of the following circumstances:
  - 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 XXIII  
LAYOFF AND RECALL**

- A. A bargaining unit member is laid off when his/her position is eliminated. When more than one bargaining unit member is in a position to be eliminated, the least senior member in the position shall be laid off first. A lay off constitutes a break in service. Full-time bargaining unit members, who are laid off, shall be placed on a preferential recall list for one (1) year after the date of lay off. They shall be recalled to available positions on the basis of seniority and qualifications. If a bargaining unit member is recalled within one (1) year, he/she shall receive credit for years of service in the bargaining unit. If a

bargaining unit member is recalled from the list and does not accept said position, he/she shall be removed from the list.

- B. In the event that a position in the unit is eliminated, displaced unit members will be given preference to fill open positions authorized for filling that are lateral or lower on the grid level, provided they are equally qualified to any outside applicant(s) being considered by the Board to fill said vacancy.
- C. The person who is being laid off or whose position is being eliminated shall be notified in writing at least fourteen (14) days prior to the actual separation from service.
- D. A member who is laid off from the Hartford Public Schools, and does not elect to retire where eligible, shall continue on Board health insurance, as previously enrolled, for two months after separation from service. He/she shall be liable for the employee portion of the premium cost share during the two month period.
- E. Recall  
In the event that the board elects to eliminate a position held by a bargaining unit member due to budget considerations or for any other reason, whatsoever, then no position shall be created or filled which would qualify for membership in the Union for a period of one (1) year without the person whose job was eliminated being given the option of filling that position if they meet the requirements and qualifications of the position. If more than one person would qualify for the position because of a reduction in staff then the person with the most seniority would have the first option for the position progressing to the person with the least seniority.

#### **ARTICLE XXIV GENERAL PROVISIONS**

- A. 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, equipment and its use. The Union will provide an agenda 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.
- B. When grievance hearings are held during the work day, the grievant and one Union officer shall be allowed to attend such hearing without loss of pay. If the Board and the union agree to hold negotiations during the work day, all team members shall be allowed to attend such negotiations without loss of pay. However, the Union may not insist that negotiations occur during their work day. There shall be no compensation when such meetings (grievance hearings or negotiations) are held or continued after the work day.
- C. Any reference in this agreement to "day" shall also include the equivalent in hours.
- D. No other bargaining unit or non-bargaining employee shall be assigned to work, which falls within the purview of this bargaining unit on a regular basis.

- E. The Board shall continue its practice of posting and distributing all official circulars from the Superintendent's office and from the Board which are intended for the information of bargaining unit members.
- F. 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.
- G. Assumption of Liability for Damage Caused by Bargaining Unit Member:
  - 1. Employees in the bargaining unit shall be protected in accordance with section 7-465 of the Connecticut General Statutes, as it is 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 7-465:
    - a. The Board shall pay on behalf of any bargaining unit member all sums which such bargaining unit member becomes obligated to pay by reason of the liability imposed upon such bargaining unit member by law for physical damages to person or property if the bargaining unit member 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 bargaining unit member in the discharge of such duty.

## **ARTICLE XXV SAVINGS**

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 XXVI ANNUAL CERTIFICATION/NOTIFICATION**

All bargaining unit members shall certify on an annual basis that they have not been convicted of a felony. Such certification shall be made on a form approved by the Board. If a bargaining unit member is arrested for a crime against a person, sexual assault, child abuse or family violence, he/she shall immediately notify the Chief Labor and Legal Officer. It is required that all such matters be kept in the strictest confidence by the appropriate department personnel.

Further, members are obligated to sign a release to allow DCF to share the outcomes of any investigation of abuse/neglect of children connected to employment with the Hartford Public Schools.

Further, the Administration may, in its sole discretion, require a member to submit to a drug/alcohol test. Testing shall not be done on a random basis but shall be utilized if the Administration has suspicion of use or influence.

## **ARTICLE XXVII PERFORMANCE INCENTIVE**

The Administration may offer a performance incentive to bargaining unit members. The performance incentive shall not exceed ten percent (10%) of the base salary. The decision to pay such a performance incentive shall not be subject to the grievance procedure.

## **APPENDIX A HSSSA POSITIONS AND GRIDS**

Nothing herein shall be construed to limit the Board's right to create or eliminate positions.

### **SCHEDULE**

### **ASSIGNMENT**

6A	FOOD SERVICE SUPERVISOR - 2 YEAR DEGREE
6C	FOOD SERVICE SUPERVISOR - 4 YEAR DEGREE
6C	EXTENDED DAY SITE ARTS SUPERVISOR
A715	NUTRITION EDUCATION COORDINATOR
A725	OCCUPATIONAL THERAPY & PHYSICAL THERAPY SUPERVISOR
A725	CLINIC MANAGER
A795	MEDICAL DIRECTOR
B745	COORDINATOR OF ASSESSMENT PROGRAMS
C681	FOOD SERVICE FIELD SUPERVISOR
C690	WAREHOUSE/TRANSPORTATION SUPERVISOR
C690	COORDINATOR, FOOD SERVICES & SNACK PROGRAM
C700	CENTRAL REGISTRATION ADMINISTRATIVE SUPERVISOR
C710	SPECIAL EDUCATION STUDENT BASED COORDINATOR
C710	SPECIAL EDUCATION TUTORING COORDINATOR
C710	PRE-K COLLECTION MANAGER
C710	ATTENDANCE MANAGER
C710	MEDICAID COORDINATOR
C710	SUPERVISOR PRINTING & DUPLICATING CENTER
C720	TRANSPORTATION MANAGER
C725	CLINIC NURSING AND SUPPORT SUPERVISOR
C725	ELEMENTARY SCHOOL NURSE SUPERVISOR
C725	DATA COLLECTION SYSTEM COORDINATOR
C725	PARENT, FAMILY RESOURCES & COMMUNITY AFFAIRS ADMINISTRATOR
C730	ACCOUNTANT/SUPERVISOR, FOOD SERVICE
C730	OPERATIONS MANAGER - FOOD SERVICES

C730	COORDINATOR OF SPECIALLY FUNDED PROGRAMS
C735	END USER SUPPORT MANAGER
C735	PAYROLL MANAGER
C735	SPECIAL FUNDS - ACCOUNTING MANAGER
C735	BUDGET MANAGER AT FINANCE & BUSINESS SERVICES
C735	TECHNOLOGY/HARDWARE SUPPORT COORDINATOR
C740	ASSISTANT DIRECTOR – FOOD SERVICES
C740	SUPPORT SERVICES SYSTEM MANAGER
C745	STUDENT DATA & TECHNOLOGY MANAGER
C745	ADULT EDUCATION PROGRAM ADMINISTRATOR
C745	COORDINATOR OF SCHOOL TO WORK STUDENT SUPPORT SERVICES
C755	SYSTEMS INTEGRATION MANAGER
C755	MANAGER OF CONVERGENT SERVICES
C760	SMARTSTREAM FINANCIAL SYSTEM ADMINISTRATOR
C760	COORDINATOR OF HEALTH SERVICES
C760	DIRECTOR FOR THE SAFE SCHOOLS HEALTHY STUDENTS PROGRAM/PREVENTION MANAGER
C765	DIRECTOR - BUILDINGS AND GROUNDS
C765	DIRECTOR – FOOD SERVICE
C780	DIRECTOR OF TECHNICAL SERVICES

All bargaining unit members are paid on a bi-weekly basis.

**APPENDIX B  
SALARY GRIDS**

**Hartford Schools Support Supervisors Association**

**2014-15  
3% GWI**

**2015-16  
3% GWI**

Grid	Min	Max	Grid	Min	Max
6A	41,707	56,430	6A	42,958	58,123
6C	46,646	61,896	6C	48,045	63,753
A710	58,536	70,691	A710	60,292	72,812
A716	61,603	74,453	A716	63,451	76,687
A722	68,811	83,103	A722	70,875	85,596
A725	68,811	83,103	A725	70,875	85,596
A735	72,540	87,500	A735	74,716	90,125
A796	142,401	171,419	A796	146,673	176,562
B735	81,756	98,636	B735	84,209	101,595
B746	87,808	105,875	B746	90,442	109,051
B750	94,960	114,481	B750	97,809	117,915
C667	39,737	51,501	C667	40,929	53,046
C681	48,032	62,138	C681	49,473	64,002
C690	53,381	69,000	C690	54,982	71,070
C700	61,265	76,884	C700	63,103	79,191
C710	69,154	83,511	C710	71,229	86,016
C715	72,806	87,893	C715	74,990	90,530
C720	75,966	91,690	C720	78,245	94,441
C725	79,135	95,488	C725	81,509	98,353
C730	82,300	99,290	C730	84,769	102,269
C735	85,463	103,088	C735	88,027	106,181
C740	88,630	106,884	C740	91,289	110,091
C745	91,795	110,682	C745	94,549	114,002
C750	94,960	114,481	C750	97,809	117,915
C755	98,125	118,280	C755	101,069	121,828
C760	101,289	122,077	C760	104,328	125,739
C765	104,456	125,875	C765	107,590	129,651
C780	114,471	137,948	C780	117,905	142,006

2016-2017  
3% GWI

Grid	Min	Max
6A	44,247	59,867
6C	49,486	65,666
A710	62,101	74,996
A716	65,355	78,988
A722	73,001	88,164
A725	73,001	88,164
A735	76,957	92,829
A796	151,073	181,859
B735	86,735	104,643
B746	93,155	112,323
B750	100,743	121,452
C667	42,157	54,637
C681	50,957	65,922
C690	56,631	73,202
C700	64,996	81,567
C710	73,366	88,596
C715	77,240	93,246
C720	80,592	97,274
C725	83,954	101,304
C730	87,312	105,337
C735	90,668	109,366
C740	94,028	113,394
C745	97,385	117,422
C750	100,743	121,452
C755	104,101	125,483
C760	107,458	129,511
C765	110,818	133,541
C780	121,442	146,349

**APPENDIX C**

1. Health Insurance

Employee health contributions shall have a pre-tax status under Section 125 Plan.

A. PPO

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

2014-2015:	15%
2015-2016:	19%
2016-2017:	20%

All employees starting work in HSSSA on or after July 1, 2015, 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 with a Health Savings Account ("HSA")

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

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

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.

**B. HSA Plan:**

Effective July 1, 2015, 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, 2015 and the second during the week of January 1, 2016. Effective July 1, 2016, the Board shall contribute fifty percent (50%) of the applicable HSA deductible amount. The Board's contribution toward the HSA deductible will be deposited into the HSA accounts in two equal installments, the first during the week of July 1, 2016 and the second during the week of January 1, 2017. The Board's contribution will be pro-rated for members hired after July 1<sup>st</sup> in any year.

HSSSA 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. This provision shall not be subject to the grievance procedure.

- C. Dental Plan subject to premium cost sharing specified above.
- D. 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)
- E. A Long-Term Disability policy will be made available to bargaining unit members at group rates.
- F. The Board reserves the right to study alternative insurance plans to the plans outlined in this section provided the following steps are followed:
  - a. The plan suggested as an alternative must contain at least substantially equivalent benefit level as the present plan at no additional costs to the employee.
  - b. The Union will have an 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 or the purpose of the comparability study.
  - d. If the proposed plan is comparable, portable through the United States, the Board may substitute as soon as possible.

- e. Proposed changes are limited to no more than one proposed change for each type of insurance during the life of the contract.

2. Life Insurance -

All bargaining unit members shall receive an amount of group life insurance, without cost to the member, equal to two times his/her salary. There is no limit or cap on the insurance amount. Amounts over \$50,000 are subject to federal taxation and may be waived.

3. Sick Leave

- A. All ten (10) month bargaining unit members hired prior to November 20, 2002 shall receive twenty (20) sick days per full year, which shall be earned at a rate of two (2) sick days per month for ten (10) months.
- B. All ten (10) month bargaining unit members hired after November 20, 2002 shall receive fifteen (15) sick days per full year, which shall be earned at a rate of 1.5 sick days per month for ten (10) months.
- C. All eleven (11) month bargaining unit members hired prior to November 20, 2002 shall receive twenty-two (22) sick days per full year, which shall be earned at a rate of two (2) sick days per month for eleven (11) months.
- D. All eleven (11) month bargaining unit members hired after November 20, 2002 shall receive fifteen (15) sick days per full year, which shall be earned at a rate of 1.36 sick days per month for eleven (11) months.
- E. All twelve (12) month bargaining unit members hired prior to November 20, 2002 shall receive twenty-four (24) sick days per full year, which shall be earned at a rate of two (2) sick days per month for twelve (12) months.
- F. All twelve (12) month bargaining unit members hired after November 20, 2002 shall receive fifteen (15) sick days per full year, which shall be earned at a rate of 1.25 sick days per month for twelve (12) months.
- G. All current bargaining unit members of the Hartford Board of Education who subsequently transfer into the bargaining unit shall use their date of hire, not their date of transfer, in determining monthly accrual of sick days.
- H. All bargaining unit members hired after November 20, 2002 shall be entitled to accumulate up to one hundred and fifty sick (150) days. All bargaining unit members hired on or prior to November 20, 2002 shall be entitled to accumulate up to two hundred twenty-five (225) sick days

5. Vacations

- A. All twelve (12) month bargaining unit members hired prior to November 20, 2002 shall be entitled to twenty-four (24) vacation days per year, which shall be earned at a rate of two vacation days per month for twelve (12) months.
- B. All twelve (12) month bargaining unit members hired on or after November 20, 2002 shall be entitled to twelve (12) vacation days per year, which shall be earned at a rate of one vacation day per month for twelve (12) months. Vacation days shall be increased on the bargaining unit member's anniversary date in accordance with the table below.

Years:	Total Amount:	Accrual Rate
6 – 9	15 vacation days	1.25/month
10 – 14	20 vacation days	1.66/month
15 plus yrs	24 vacation days	2.0/month

Current Board employees transferring into this unit will utilize their Board of Education hire date for vacation day accrual.

Effective August 30, 2011, the accrual rates shall be as follows:

Years:	Total Amount:	Accrual Rate
2 – 4	15 vacation days	1.25/month
5 – 9	20 vacation days	1.66/month
10 plus yrs	24 vacation days	2.0/month

- C. Bargaining unit members shall be allowed to carry over up to fifteen (15) vacation days when authorized by the Superintendent or the Superintendent's designee. Requests for carry-over vacation in excess of fifteen (15) days may be made to the Superintendent and/or designee, who will in his/her sole discretion approve or deny the request. Such decision is not subject to grievance or arbitration.
- D. If a holiday occurs during the week in which the bargaining unit member is on vacation, the bargaining unit member shall not be charged vacation time for that day.
- E. Prior approval by appropriate supervisor is required for all vacations.
- F. Any bargaining unit member who is separated from service with the Board for any reason, prior to taking his/her vacation shall be fully compensated for the unused vacation accumulation at the time of separation. In no case, shall the bargaining unit member be paid for more than twenty-four (24) vacation days.
- G. In the event of the death of a bargaining unit member, his/her spouse and/or minor children or the employee's estate if no spouse or minor children, shall receive the employee's pro rata vacation pay.

H. The Board reserves the right to designate periods where vacation time must be taken. If a member is unable to take vacation during a designated period of shutdown or vacation window due to specific work requirements, such member may receive permission to work and not use vacation time from the Cabinet member who ultimately oversees his/her department. Such request and approval must be confirmed in writing.

6. Severance

Upon retirement a bargaining unit member shall be entitled to severance. The severance shall be paid for unused accumulated sick days at the per diem value of the bargaining unit member's annual salary at the time of retirement and shall be calculated according to the following formula:

- a. the number of unused accumulated sick days not to exceed sixty (60) days; or
- b. thirty percent (30%) of the unused accumulated sick days, whichever is greater.

For bargaining unit members who work a twelve (12) month work year, the per diem rate shall be calculated using 224 workdays.

Retirees and their legally dependent survivors (including spouse) shall be entitled to purchase group health insurance benefits at the same rate as current working bargaining unit members.

7. Life Insurance

Upon retirement a bargaining unit member shall receive paid-up life insurance coverage in the amount of five thousand dollars (\$5,000) for bargaining unit members below Grid 710 and fifteen thousand dollars (\$15,000) for bargaining unit members at or above Grid 710.

## APPENDIX D

### Work year defined

Current work years:

Schedule A – 193

Schedule B – 213

Schedule C – a twelve-month work year less any holidays and/or vacation to which the bargaining unit member may be entitled

In witness whereof, the parties hereto set their hand:

HARTFORD BOARD OF EDUCATION

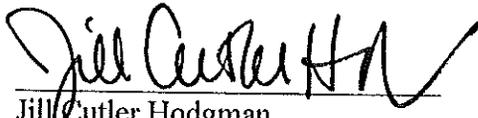
HARTFORD SCHOOLS SUPPORT  
SUPERVISORS ASSOCIATION

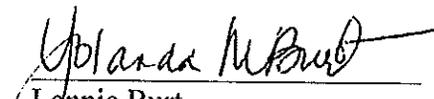
10/8/2014  
Date

10/8/2014  
Date

Negotiating Team:

Negotiating Team:

  
Jill Cutler Hodgman  
Chief Labor and Legal Officer

  
Lonnie Burt  
President

Natasha Durrant

John Perkins  
Charlene Mastria  
Patrick Welch

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**THE HARTFORD BOARD OF EDUCATION  
AND THE  
HARTFORD SCHOOLS SUPPORT SUPERVISORS ASSOCIATION  
LOCAL 78, AFSA, AFL-CIO**

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

Effective July 1, 2014, the Board shall be able to implement the following:

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

Board's Modified PPO:

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

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

Should the Board implement an HSA Plan, the Board will contribute fifty percent (50%) of the applicable HSA deductible amount. 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 individuals upon their separation from employment or departure from the Union.

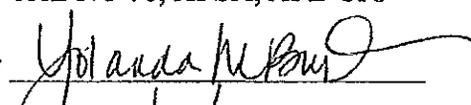
Any member who is enrolled in Medicare may not participate in the HSA and must participate in a health retirement account (HRA).

FOR THE HARTFORD BOARD  
OF EDUCATION

By   
October 8, 2014

Date

FOR THE HARTFORD SCHOOLS SUPPORT  
SUPERVISORS ASSOCIATION  
LOCAL NO 78, AFSA, AFL-CIO

By   
10/8/2014

Date