

**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN**  
**THE HARTFORD BOARD OF EDUCATION**  
**AND**  
**THE BUILDINGS AND GROUNDS SUPERVISORS**  
**LOCAL #818 OF COUNCIL #4, AFL-CIO**  
**AMERICAN FEDERATION OF STATE, COUNTY, AND**  
**MUNICIPAL EMPLOYEES**

**JULY 1, 2014 – JUNE 30, 2018**

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**AGREEMENT BETWEEN THE  
HARTFORD BOARD OF EDUCATION  
AND  
LOCAL 818 OF COUNCIL 4, AFC/SME**

This Agreement is entered into by and between the Hartford Board of Education, herein after referred to as the "Board", and the Connecticut Council #4 of the American Federation of State, County and Municipal Employees, Local No. 818, Buildings and Grounds Supervisors, AFL-CIO, hereinafter referred to as the "Union".

**ARTICLE I**

**UNION RECOGNITION**

The Board recognizes the Union as the sole and exclusive bargaining agent for the purposes of collective bargaining on all matters relating to wages, hours of work, and all other conditions of employment for the supervisors working in the Buildings and Grounds Department of the Board, certain supervisors in the Food Services Department of the Board, and all other employees not excluded by Section 7-471(3) of the Connecticut General Statutes as more particularly described in Decision No. ME-4876 of the Connecticut State Board of Labor Relations.

**ARTICLE II**

**BOARD PREROGATIVES**

- A. 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 aspect, including, but not limited to the following: to maintain public elementary and secondary schools and such other facilities as in its judgment will best serve the City of Hartford; to determine the care, maintenance, and operation of buildings, lands, apparatus, and other property plans for school buildings; to prepare and submit budgets to the City Council and, in its sole discretion, expend monies appropriated by the City for the maintenance of the schools; and to make such transfers of funds within the appropriated budget as it shall deem desirable.
- B. These rights, responsibilities, and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in a manner inconsistent with the specific provisions of this Agreement.
- C. Notwithstanding the foregoing paragraph, it is recognized by the parties that all matters pertinent to wages, hours and conditions of employment are negotiable under the terms of the Municipal Employee Relations Act and such rights are neither waived nor diminished by the foregoing language which shall be subject to all of the terms of this agreement.

### ARTICLE III

#### UNION SECURITY

- 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 during the last payroll period of said month 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. Bulletin board space shall be reserved at an accessible place in each principal place of employment for bargaining unit members for the exclusive use of the Union for the posting of all official union notices. Postings required by this Agreement shall be posted on all aforesaid boards.
- D. The Board shall provide each employee with a copy of this Agreement within thirty (30) days of its signing. New employees shall be provided with a copy of this Agreement at the time of hire. The cost of reproducing the document shall be equally borne between the Board and the Union.
- E. The Administration shall notify the Union of newly hired bargaining unit members by copying the Union President on the hire letter.
- F. All employees shall, as a condition of continued employment, join the Union or pay to the Union a representation fee not greater than the amount of dues uniformly required of members of the exclusive bargaining representative organization, set by the Union in accordance with law.
- G. 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 as a result of the administration of the provisions of this article.

## ARTICLE IV

### SENIORITY

- A. The length of full-time service of the employee with the Board shall determine the seniority of the employee for all provisions of this agreement. In the event that an employee voluntarily resigns from the Board and is rehired more than five (5) days from the date of the resignation, said rehired employee's previously accrued seniority shall not be reinstated.
- B. The Board shall prepare an updated list of all full-time employees in the bargaining units showing their seniority in length of service with the Board and deliver the same to the Union, upon request no more than twice a year.
- C. All job openings shall be posted ten (10) days prior to any action taken by the Board to fill such vacancies or new positions permanently.
- D. New employees shall serve a probationary period of one hundred and twenty (120) working days, excluding all leaves whether authorized or unauthorized and shall have no seniority rights during this period, but shall be subject to all other provisions of this Agreement. All employees who have completed their probationary period shall be full-time employees and shall acquire length of service records as of their date of employment.
- E. During such probationary period, discharge shall be left to the discretion of the employer.
- F. When a vacancy or new position exists the bargaining unit members shall be given first opportunity to fill the position provided he/she is qualified in the reasonable judgment of the Board administration. Qualifications shall include, but shall not be limited to, time and attendance, disciplinary record, and evaluation ratings. Any bargaining unit member deemed qualified as stated above, who applies for a position in a higher classification, will be required to pass a written test and/or oral test/interview given by the following individuals or his/her designee: Executive Director of Facilities, Chief Talent Officer, and President of Local 818. A bargaining unit member, deemed qualified as stated above, who is transferred to a new or vacant position within classification shall have the probationary period to meet the specific qualifications described in the posting/job description. If the employee fails to qualify, the Board will make reasonable efforts to transfer the employee to a vacant position for which the employee is qualified. In the event that the highest scoring bidder or the more senior lateral candidate (whichever applies) does not accept the position, then the position shall be offered to the bargaining unit member with the next highest score, and so on. All positions will be posted, bid, and filled, provided funds to fill the positions are available.

G. Probationary employees shall be laid off prior to any full-time employees.

1. Whenever a position is eliminated and if more than one bargaining unit member is in such a position, the least senior member holding the position shall be laid off first. The Administration may, in its discretion, in conjunction with notification to the Union, deviate from seniority where evaluations reflect less than satisfactory service. The employee whose position is eliminated, pursuant to this paragraph, shall follow the following:
  - (a) to any open position within his seniority unit for which he/she qualified as provided in ARTICLE IV, F;
  - (c) to any open position within the bargaining unit for which he/she qualifies as provided above;
  - (d) to bump the least senior employee within his/her classification;
  - (e) to bump the least senior employee in any position with his/her seniority unit for which he/she is qualified as provided in ARTICLE IV, F; or
  - (f) to bump the least senior employee in any position within the bargaining unit for which he/she is qualified as provided above.

2. Employees cannot bump into a higher classification.

3. Seniority units shall be defined as follows:

Unit 1        Maintenance

Unit 2        Custodial

The President and Secretary of the Union shall be the last to be laid off.

4. Where possible, a displaced employee will be given the opportunity to return to his former position if the same is reinstated within a year of his being displaced.

H. Full-time bargaining unit members, who are laid off, according to the above, shall be placed on a recall list for two (2) years 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 two (2) years, 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, only if offered the position which he/she held at the time of lay-off. Laid off bargaining unit members shall be permitted to maintain insurance benefits at their own expense whenever possible.

A laid off bargaining unit member shall be permitted to maintain pension benefits at his/her own expense, where possible. This paragraph is included for informational purposes only and shall not be subject to the grievance procedure contained in this Agreement.

I. In the event that an employee is assigned to temporarily fill a vacant position within the bargaining unit due to the temporary absence of the employee who is permanently assigned to that position, the permanently assigned employee shall be reinstated to that position upon their return regardless of seniority.

## ARTICLE V

### HOURS OF WORK, OVERTIME, AND STAND-BY ASSIGNMENTS

- A. The regular hours of work for each employee in the Union shall be defined by the Board. All employees shall be entitled to at least a half an hour for lunch.
- B. Time and one-half shall be paid for:
  - 1. All work performed in one day in excess of the employee's normal workday and all work performed in any one week in excess of the employee's normal workweek.
  - 2. All work performed on Saturday, as such.
  - 3. All overtime work performed on a day other than an employee's regular workday.
  - 4. All work performed on Sunday, as such.
  - 5. All overtime work performed on holidays plus regular holiday pay.

## ARTICLE VI

### HOLIDAYS

- A. The following holidays shall be observed by the employees covered under this Agreement as days off, on the days designated by the Board:
  - 1. New Year's Day
  - 2. Martin Luther King Day
  - 3. Presidents' Day
  - 4. Good Friday
  - 5. Memorial Day
  - 6. Independence Day
  - 7. Labor Day
  - 8. Thanksgiving Day
  - 9. Day after Thanksgiving Day
  - 10. Christmas Day
- 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.
- D. Whenever any of the holidays listed in ARTICLE VI, A, occurs while an employee is out on sick leave, the employee will not suffer a loss of his/her sick leave bank and said day will be charged as a regular holiday.

## ARTICLE VII

### VACATIONS

- A. Employees shall start to earn vacation allowances as of their seniority date, once the probationary period described in ARTICLE IV, F, of this Agreement has been completed. Employees may borrow from their vacation accumulation usually allocated the following July 1, provided they have been employed by the Board of Education for a minimum of six (6) months and the number of days borrowed does not exceed that to which he/she would be entitled at the time of borrowing.
- B. Vacations shall be earned on the following basis:
1. Effective July 1, 2003, bargaining unit members shall earn vacation on the following basis:
    - a) Upon initial employment in the bargaining unit, twelve (12) days annually, accrued on a monthly basis
    - b) After 5 years - 15 days annually, accrued on a monthly basis
    - d) After 10 years - 20 days annually, accrued on a monthly basis
    - e) After 15 years - 25 days annually, accrued on a monthly basis
- C. Employees shall not be allowed to carry their vacation into the next school year unless the Superintendent or his/her designee authorizes it. Requests to carry over vacations shall not be unreasonably denied.
- D. Vacations shall be granted at the time requested by the employee whenever possible. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority shall be given preference in his/her choice of vacation, wherever possible.
- E. If a holiday occurs during the calendar week in which an employee takes a vacation, the employee's vacation accumulation shall not be charged for such date.
- F. Any employee who is requested to and does work during his/her vacation period shall have his/her unused vacation (with pay) rescheduled to any future period the employee may request whenever possible.
- G. Any employee who is laid-off, discharged, retired, or separated from the service of the Board for any reason, prior to taking his vacation, shall be compensated in cash for the unused vacation he/she has accumulated at the time of separation. In no case shall a bargaining unit member be paid for more than twenty-four (24) vacation days.

## ARTICLE VIII

### LEAVE PROVISIONS

- A. Sick Leave – Bargaining unit members hired on or after the date the Board ratifies the agreement (June 3, 2003) shall be entitled to an allowance of full salary for sick leave not to exceed in the aggregate eighteen (18) days a year, which shall be accrued at a rate of one and a half (1.5) days per month on active payroll status. Bargaining unit members hired before the date the Board ratifies the agreement (June 3, 2003) shall be entitled to an allowance of full salary for sick leave not to exceed in the aggregate twenty-four (24) days a year, which shall be accrued at a rate of two (2) days per month on active payroll status. The maximum accumulation of sick days shall be two hundred (200) days. The Parties agree that any member, in the unit as of June 30, 2008, who has more than 200 sick days as of June 30, 2008, shall be permitted to accumulate up to the number of sick days earned as of June 30, 2008.
- B. Upon request, the Board shall notify each employee, in writing, in the month of September of each year as to the amount of sick leave used in the past year and the amount accumulated and allocated as of July 1.
- C. Sick leave and personal leave provisions of the Administrative Manual shall remain in effect except in cases where provisions of this contract conflict in which case the contract shall prevail.
- D. Bargaining unit personnel are entitled to carry their accumulated sick leave from another bargaining unit in the City of Hartford or the Hartford Board of Education and such sick leave may be applied for severance pay at the time of their retirement in accordance with ARTICLE VIII, E.

E. Severance

Any employee hired into the bargaining unit after January 9, 2006, shall receive, upon retirement, on the basis of his/her current wages, full compensation for up to the first forty (40) days, or thirty percent (30%), of his/her unused sick leave accumulation, capped at the greater of his/her actual sick leave accumulation as of June 30, 2008 or two hundred (200) days, whichever is greater.

Any employee hired into the bargaining unit before June 3, 2003, shall receive, upon retirement, on the basis of his/her current wages, full compensation for up to the first forty (40) days, or forty percent (40%), of his/her unused sick leave accumulation, capped at the greater of his/her actual sick leave accumulation as of January 9, 2006, or two hundred (200) days.

Any employee hired into the bargaining unit on or after June 3, 2003 and on or before January 9, 2006, shall receive, upon retirement, on the basis of his/her current wages, full compensation for up to the first forty (40) days, or forty percent (40%) of his/her unused sick leave accumulation capped at the greater of his/her actual sick leave accumulation as of June 30, 2008 or two hundred (200) days, whichever is greater.

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

F. Leaves of Absence - Employees shall be granted special leave of absence with full pay for the following reasons:

1. Jury Duty - Employees shall be entitled to full pay at current base rate for absence due to jury duty provided that reimbursement for same and regular pay together does not exceed employee's regular wage. An employee wishing not to serve, or to delay serving, shall notify the court and the Human Resource Office as soon as possible.
2. Injury Leave (Workers' Compensation) - The Board shall follow all applicable laws with regard to workers' compensation.
3. Military Leave - An employee who is a member of the National Guard or Naval Militia, or of the military or naval forces of the United States, and is required to undergo field training for a short period will receive the difference between his/her salary and payment received from the government, exclusive of the travel allowance.
4. Union Conventions - Not more than two (2) Union officials shall be allowed the required time without loss of pay to attend official Union conventions and conferences. The maximum time per year shall be limited to five (5) days off per delegate.
5. Professional Improvement - With the approval of the Board, employees may attend conferences or take courses of study, all of which will contribute to or increase the knowledge of the employee with regard to the job or position.
6. Personal Days - Employees shall be allowed a total of not more than five (5) days a year, to be deducted from accrued sick time, for any or all of the following:
  - a. Holy days not to exceed three (3) days in any year;
  - b. Quarantine;
  - c. Absence of husband for birth of child to wife not to exceed two (2) days in any year and absence for parent for adoption of child not to exceed two (2) in any work year;
  - d. Temporary absence for personal reasons limited to situations not under the control of the employee, which make such absence from service necessary;

- e. In the event of serious illness or death of wife, husband, mother, father, son, daughter, grandfather, grandmother, grandchildren, father-in-law, mother-in-law, uncle, aunt, or child related by blood or marriage or member of his immediate household, not to exceed five (5) days in any school year.

An employee who has taken personal leave on an emergency basis, must make the necessary arrangement to file the Confidential Leave Request Form upon the date of his/her return from leave. Failure to do so will mean loss of pay for that day.

- G. The Superintendent of Schools may grant leave of absence without pay for a period not to exceed one (1) year. Requests for such leave shall be made in writing to the Superintendent and shall include a statement of the reasons therefore and of the length of leave requested. Leaves without pay shall be granted as professional, childbearing, or family hardship leaves.
- H. During the period of a leave without pay, except for military leave, the employee shall not be credited for length of service. In addition, employees shall not be credited with such time for the purpose of accruing sick leave or vacation time.
- I. Any employee who is on leave of absence without pay shall not be paid for any holiday or sick leave during the period of the absence.
- J. No employee shall lose any seniority standing because of any military service, including service in the National Guard or Organized Reservists.
- K. On return from military service, an employee shall be reinstated in his former job or one of like rank provided that he/she reports for duty within ninety (90) days of his/her discharge from the military service.
- L. The employee's accumulation of sick leave upon leaving shall be retained to his/her credit when he/she returns.

## ARTICLE IX

### WAGES

- A. The Board acknowledges the Union's right to demand and the Board's obligation to bargain over the impact, if any, of any changes in hours, wages, and other conditions of employment.
- B. Employees who are assigned work which is not part of their regular duties, shall be remunerated in accordance with terms agreed to between the Board and the Union. The minimum rate for said work shall be ten dollars (\$10) per day.
- C. Effective July 1, 2014, bargaining unit members shall receive a 3% general wage increase.  
  
Effective July 1, 2015, bargaining unit members shall receive a 3% general wage increase.  
  
Effective July 1, 2016, bargaining unit members shall receive a 3% general wage increase.  
  
Effective July 1, 2017, bargaining unit members shall receive a 3% general wage increase.  
This provision is subject to the provisions of Appendix A.
- D. Any employee whose regularly scheduled work begins after twelve noon shall be paid a premium of ten (10) percent of his/her regular rate.
- E. The Board shall reimburse employees for the cost of obtaining and maintaining a license or degree, which is related to the duties that the employee is performing for the Board in accordance with Appendix C of this Agreement.
- F. The Board shall compensate employees for the use of their car for work at the rate of thirty (30) dollars per month plus mileage reimbursement at the current IRS rate.
- G. Bargaining unit members who have completed one year of satisfactory service in the unit may be reimbursed for up to two (2) courses or six (6) credits per fiscal year up to \$300 per credit from an accredited institution. Reimbursement will only be provided if said course(s) are relevant to the bargaining unit member's position and the bargaining unit member provides evidence that he/she successfully completed the course. Members must submit any course for reimbursement within three months of receipt of the final grade, or the claim for reimbursement shall be waived. For the purposes of this article, successful completion means, at a minimum, receipt of a C or pass for the completed course work.

## **ARTICLE X**

### **RETIREMENT PLAN**

Any person in the bargaining unit before January 1, 2012, shall continue to participate in the City MERF pension plan. Any person hired into the bargaining unit 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 the State Pension, CMERS, and shall not be eligible for a City MERF plan.

## **ARTICLE XI**

### **LOSS COVERAGE**

The Board will allocate \$1,000 for the purpose of reimbursing employees in the bargaining unit for damage or loss, excluding cash, not covered by the employee's insurance, such damage or loss to have taken place during the employee's working hours and discharge of his/her duties. 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. Such payment may not duplicate the amount paid by the employee's insurance.

## **ARTICLE XII**

### **DISCIPLINARY PROCEDURES**

- A. All disciplinary actions shall be applied in a fair manner and shall not be inconsistent with the infraction for which the disciplinary action is being applied.
  - B. When misconduct is charged, the disciplinary action shall include:
    - 1. verbal warning
    - 2. written warning
    - 3. suspension without pay
    - 4. discharge
- and shall generally follow this order, except in cases of serious misconduct.
- C. All suspensions and discharges must be stated in writing with reason given and a copy provided to the employee at the time of suspension or discharge.
  - D. Written reprimands shall be removed from the employee's file after two (2) years.
  - E. Records of disciplinary action shall be removed from the employee's file after three (3) years.

## **ARTICLE XIII**

### **PRIOR PRACTICE**

Nothing in this Agreement shall be construed as abridging any written right; benefit or privilege that employees have enjoyed heretofore, except as they may be amended from time to time by mutual agreement between the parties.

## **ARTICLE XIV**

### **SAFETY AND HEALTH**

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

## **ARTICLE XV**

### **GRIEVANCE PROCEDURES**

- A. Grievances arising out of matters covered by this Agreement and disputes and consultations of any questions arising out of the employer-employee relationship will be processed in the following manner at the request of either party:

#### **Step 1**

The first step of a grievance must be raised within ten (10) workdays of the alleged occurrence between the Union Representative, the aggrieved party, and the Immediate Supervisor. The Immediate Supervisor shall adjust the grievance at once or notify the Union Representative of his/her decision within two (2) working days from the day the grievance was presented.

#### **Step 2**

If the grievance is not resolved, the Union Representative may reduce the grievance to writing and present it to the department head within ten (10) days after the time limit allowed to render a decision in Step 1. The department head shall arrange a meeting with all those concerned present to review the facts and shall adjust the grievance at once or notify the Union Representative of his/her decision in writing within ten (10) days from the day the grievance was submitted to him/her.

### Step 3

If the Union is not satisfied with the department head reply, the Union may ask the Superintendent of Schools for a meeting to discuss the grievance further. Such meeting shall be held within five (5) working days after the day of the Union's request and may be attended by the Steward, the aggrieved party, the Council #4 Representative, the Superintendent of Schools, and/or his/her designated committee. The Superintendent or designee shall give written answer to the Union President, with a copy to the Council #4 Representative, within five (5) working days after the day of the meeting.

### Step 4

If the Union is not satisfied with the Superintendent's reply, the Union may submit the grievance to arbitration by the State Board of Mediation and Arbitration within thirty (30) days after the time limit allowed to render a decision in Step 3. The Arbitration Award shall be final and binding on both parties unless contrary to law and the rules and regulations of the State Board of Mediation and Arbitration.

- B. Notwithstanding the foregoing paragraph, it is recognized by the parties that all matters pertinent to wages, hours, and conditions of employment are negotiable under the terms of the Municipal Employee Relations Act and such rights are neither waived nor diminished by the foregoing language which shall be subject to all of the terms of this agreement.
- C. Failure at any step by either party to appeal within the specified time limits shall be considered acceptance of the last position of the other party and shall be binding by both parties.
- D. When any Officer and/or Steward of the Union is required to participate in adjusting grievances or contract negotiations during the working day then he/she shall be afforded the necessary time off, without loss of pay, to conduct such business.

## **ARTICLE XVI**

### **SAVINGS CLAUSE**

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

## ARTICLE XVII

### MISCELLANEOUS

- A. Whenever there is a conflict between the administrative manual and this Agreement, the Agreement shall prevail.
- B. In the event that a dispute arises between the parties that is not specifically covered by this Agreement, both parties may agree to submit the dispute to arbitration in the manner set forth in ARTICLE XV of this Agreement.
- C. No employee covered under this Agreement shall perform, or be compelled to perform any duties, which would constitute a violation of law or violate any contract agreement between the Board and its employees.
- D. Fringe benefits afforded employees shall be those described in Appendix B and incorporated herein.
- E. Bargaining unit members shall be paid on a bi-weekly basis, on the twenty-six pay plan.
- F. Any reference in this agreement to "day" shall also include the equivalent in hours.
- G. When negotiations with the Board are held during working hours, up to four (4) members of the negotiating committee for the Union shall be permitted to attend negotiations without loss of pay for the purposes of negotiations with the Board.
- H. 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 XVIII

### 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 an incentive shall not be subject to the grievance procedure.

ARTICLE XIX

EFFECTIVE DATE

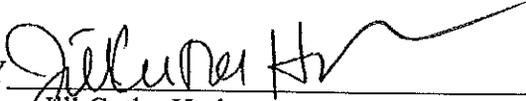
- A. This Agreement shall be in full force effective upon signing and shall remain in full force and effect until the Thirtieth day of June 2018 and thereafter shall continue in effect from year to year, if both parties so agree. It may be amended at any time by mutual agreement or upon the anniversary date of said Agreement by giving to the other party not less than sixty (60) days written notice of intention to propose amendments.

IN WITNESS WHEREOF, the parties have set their hands this 23<sup>rd</sup> day of JANUARY, 2015.

HARTFORD BOARD OF EDUCATION

LOCAL 818, BUILDINGS & GROUNDS  
SUPERVISORS

BY

  
\_\_\_\_\_  
Jill Cutler Hodgman,  
Chief Labor and Legal Services Officer

BY

  
\_\_\_\_\_  
Scott Kanaitis,  
President

Negotiating Team:  
C. Bazzano  
N. Durrant

Negotiating Team:  
J. Wells  
J. Fenton  
S. Pereira

**APPENDIX A**

**Salary Schedule 2014-2015**

**Classification Ranges**

63	\$49,234	\$61,442
64	\$57,311	\$68,984
65	\$60,165	\$72,749
67	\$63,017	\$78,246
68	\$68,852	\$85,522
69	\$77,414	\$92,520

**Salary Schedule 2015-2016**

**Classification Ranges**

63	\$50,711	\$63,286
64	\$59,030	\$71,053
65	\$61,970	\$74,932
67	\$64,908	\$80,593
68	\$70,917	\$88,087
69	\$79,737	\$95,295

**Salary Schedule 2016-2017**

**Classification Ranges**

63	\$52,233	\$65,184
64	\$60,801	\$73,185
65	\$63,829	\$77,180
67	\$66,855	\$83,011
68	\$73,045	\$90,730
69	\$82,129	\$98,154

**Salary Schedule 2017-2018**

**Classification Ranges**

63	\$53,800	\$67,140
64	\$62,625	\$75,380
65	\$65,744	\$79,495
67	\$68,861	\$85,501
68	\$75,236	\$93,452
69	\$84,593	\$101,099

At the Administration's sole discretion, any member not at the top of the salary range, may be given a salary placement greater than the agreed upon increase. Any member newly hired to the unit or placed in another classification within the unit, shall be placed anywhere within the applicable salary range. This paragraph shall not be subject to the grievance procedure.

## APPENDIX B

- A. Participating employees shall contribute the following percentages based on the fully insured equivalent rate towards their annual premiums for individual or family coverage during the life of this Agreement:

Effective July 1, 2014 – 16% (effective upon signing)

Effective July 1, 2015 – 18%

Effective July 1, 2016 – 20%

The Board shall pay the remainder of the cost of the annual premium for individual and family coverage. Employee deductions shall be made pursuant to a Section 125 Trust.

There shall be a mandatory generic consistent with the State of Connecticut Benefit Design.

Local 818 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.

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

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

### Board's Modified PPO for eligible members of Local 818:

Office Visit Co-Payment:	\$30
Specialist Visit Co-Payment:	\$30
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.

\$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”):

Effective July 1, 2015, any member who meets the eligibility requirements may elect to participate in the High Deductible Health plan with a Health Savings Account.

All employees initially hired by the Board and starting work in Local 818 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.

Members who participate in the HDHP/HSA shall contribute the following percentages toward the annual premium or fully insured premium equivalent costs, including employer contribution to the HSA, for individual coverage on the HSA plan:

July 1, 2015: 15%

July 1, 2016: 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)

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

In-Network visits shall be subject to a \$2,000 deductible coinsurance for an individual plan. In-Network visits shall be subject to a \$4,000 deductible coinsurance for a family plan.

Out-of-Network visits shall be subject to a 20% coinsurance for an individual plan up to a yearly maximum of \$2,000. Out-of-Network visits shall be subject to a 20% coinsurance for a family plan up to a yearly maximum of \$4,000.

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.

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

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

1. The Union agrees that the Health Insurance Plan may be self-funded or insured. The Alternate Insurance language contained herein shall apply only to the benefit levels and portability of the plan.

NOTE: The above benefit descriptions may be subject to the terms and conditions of the City of Hartford's Split Funded contract, if such contract is in place.

1. 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 (DC) up to age 25) at no cost. Currently, the Board uses the Anthem BlueCross/Blue Shield product.
2. 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).

B. Alternative Health Insurance Plans

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

1. The plan suggested as an alternate must contain substantially equal coverage, benefits, portability and administration as the present plan(s) at no additional cost to the employee.
2. The Union shall have an opportunity to study the proposed plan for a period of sixty (60) working days.
3. If at the end of the aforementioned sixty (60) working days there is disagreement between the parties on whether or not the plan offers substantially equal coverage, benefits, portability and administration, then the issue will be sent to a mutually selected arbitrator. If the parties are unable to agree on an arbitrator, the American Arbitration Association shall be requested to appoint an arbitrator with expertise in the health

insurance field in accordance with its rules and regulations. The decision of the arbitrator as to whether the proposed plan is substantially equal to the then current plan shall be binding on the parties.

4. The Board may propose an alternate health insurance plan only one (1) time during the life of the contract.

C.

1. Life Insurance - All employees shall receive an amount of group life insurance, without cost to the employee, equal to two times his/her salary. There is no limit or cap on the insurance amount.
2. Group Life Insurance: May be converted according to the conversion schedule in effect at the time of the retirement. If the employee is a member of the City Retirement Plan, the Group Life Insurance may be continued in a reduced amount.

SIDE LETTER  
BETWEEN

THE HARTFORD BOARD OF EDUCATION

AND

THE BUILDINGS AND GROUNDS SUPERVISORS  
LOCAL NO. 818 OF COUNCIL 4, AFL-CIO, AFSCME

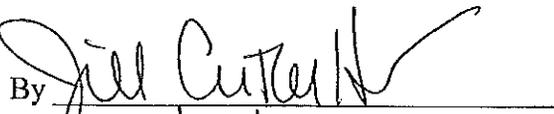
Effective July 1, 2015, the Board shall contribute fifty five percent (55%) of the applicable HSA deductible amount. The Board's contribution toward the HSA deductible will be deposited into the HSA accounts in two equal installments, the first on or about July 1, 2015 and the second on or about January 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 on or about July 1, 2016 and the second on or about January 1, 2017. The Board's contribution will be pro-rated for members hired after July 1<sup>st</sup> in any year.

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

If the contract expires and a new contract has not been negotiated, the Board's contribution toward the deductible shall continue at the last applicable rate.

FOR THE HARTFORD BOARD  
OF EDUCATION

FOR THE BUILDINGS AND  
GROUNDS SUPERVISORS, LOCAL  
818 OF COUNCIL 4, AFL-CIO,  
AFSCME

By   
Date 1/23/2015

By   
Its President,  
Date 1/23/15

SIDE LETTER  
BETWEEN

THE HARTFORD BOARD OF EDUCATION

AND

THE BUILDINGS AND GROUNDS SUPERVISORS  
LOCAL NO. 818 OF COUNCIL 4,, AFL-CIO, AFSCME

NOTICE OF ARREST & DRUG/ALCOHOL TESTING

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

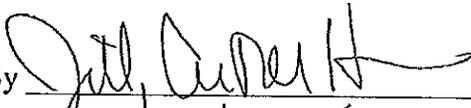
Further, the Administration may, in its sole discretion, require a member to be fingerprinted and/or to submit to a drug/alcohol test.

The employee and Union must be notified of the request for a drug/alcohol test and the Union representative shall be permitted to be present during the testing. Testing shall not be done on a random basis but shall be utilized if the Administration has suspicion of use or influence.

The Board and the Union agree that all members of the Union, as a condition of employment, must permit the Department of Children and Families to release outcomes of investigations of abuse or neglect to the district. In the event that DCF releases anything other than the outcome in the case of a non-substantiation, the information from DCF shall not be used in any proceedings.

FOR THE HARTFORD BOARD  
OF EDUCATION

FOR THE BUILDINGS AND GROUNDS  
SUPERVISORS, LOCAL 818 OF COUNCIL 4,  
AFL-CIO, AFSCME

By   
Date 1/23/2015

By   
Its President  
Date 1/23/15