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

JULY 1, 2018 – JUNE 30, 2024
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This Agreement is made and entered by and between the Hartford Board of Education (hereinafter referred to as the (Board) and the Hartford Federation of School Secretaries - H.F.S.S., Local 1100 (hereinafter referred to as the Union.)

**ARTICLE I**
**RECOGNITION**

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

**ARTICLE II**
**BOARD PREROGATIVE**

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

**ARTICLE III**
**FAIR PRACTICES**

A. The Board and the Union agree not to unlawfully discriminate in the application of the terms of this contract against any member protected under state or federal discrimination laws, as may be amended from time-to-time.

B. The provisions of this article are included in the agreement for informational purposes only, and shall not be subject to the grievance procedure.
ARTICLE IV
GRIEVANCE PROCEDURE

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

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

C. Procedures:

1. Level One -

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

2. Level Two -

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

D. Arbitration:

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

2. The parties may, by mutual agreement, select and retain one or more arbitrators to act as permanent umpire(s). If no agreement is reached regarding the selection of said umpire, or in the event either party wishes to discontinue the permanent umpire system, then the American Arbitration Association shall be used as the arbitration agency in accordance with its respective rules. Fees and expenses of the arbitration are to be borne equally by the Board and the Union.

3. The Union shall have the right to take to arbitration any grievance arising out of interpretation of this Agreement if the decision of the Senior Executive Director of Human Resources is unsatisfactory.

4. The arbitrator shall hear and decide only one grievance in each case. He/she shall have no power to add to, delete from or modify in any way the provisions of this Agreement. The decision of the arbitrator shall be binding upon both parties and all employees during the life of this Agreement, unless the same is contrary to law.

E. General Provisions:

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

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

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

4. Meetings held under this procedure shall be conducted at a time and place, which will afford a fair and reasonable opportunity for all persons proper to be present. When such meetings are held during school hours, all persons who participate shall be excused without loss of pay for that purpose. Persons proper to be present for the purposes of this section are an aggrieved bargaining unit member or bargaining unit members, their appropriate Union representatives and qualified witnesses. The Board shall have the right to schedule said meetings after school hours.
5. Grievances arising from the action of an administrator will be initiated with the Senior Executive Director of Human Resources.

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

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

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

F. No work stoppage:

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

ARTICLE V
SALARY PROVISIONS

A. Effective July 1, 2018 and retroactive thereto, and lasting until June 30, 2024, all bargaining unit members shall be paid in accordance with the salary schedule annexed hereto and designated as Appendix A. Salaries shall be improved as follows.

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

1. Effective July 1, 2021, each step of the salary schedule will be improved by 2%.
2. Effective July 1, 2022, each step of the salary schedule will be improved by 2%.
3. Effective July 1, 2023, each step of the salary schedule will be improved by 3%.

A member is only eligible for retroactive payments if the member is actively employed in the bargaining unit at the time the Board of Education ratified the new collective bargaining agreement and no person shall receive retroactive payment if not actively employed in the HFS at the time of the Board of Education ratification.
B. 1. Increments shall be granted to eligible members as set forth in this agreement. Upon expiration of this agreement, members shall not be granted increments unless and until a successor agreement so provides. However, an increment may be withheld by reason of unsatisfactory service.

2. In years when increments are granted, increments for satisfactory service shall be in accordance with the attached salary schedule (Appendix A).

   a. There shall be step movement for July 1, 2021 and July 1, 2022 for eligible members.

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

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

E. Overtime:

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

F. Promotion:

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

G. Reclassification:

   If an employee's position is reclassified, then the employee shall be placed on that step of the salary schedule which gives him/her no less than (1) full increment over his/her present salary. One full increment shall be defined as at least $1,500. For example, if a member on Grid 100-12, Step 4 in 2007-2008 ($35,418) and his/her position was reclassified to a 105-12, she would be placed on Step 4 of 105-12 ($37,715). This is the appropriate placement because Step 3 does not exceed $35,418 + $1,500 and he/she must be placed on that step which gives him or her no less than $1,500.
H. Recognition for Professional Improvement:

1. When an employee completes two (2) years of job-related post-secondary business or college credit, and has not reached maximum on the salary schedule, he/she shall be given an additional increment in either July or September, whichever falls first. An employee who receives a B.A. or B.S. degree and has not attained maximum, shall receive an additional increment on the salary schedule as set forth above.

2. The Board desires to encourage the professional improvement of its employees in areas directly related to their employment. Bargaining unit members who have completed one year of satisfactory service in the Hartford Public Schools and have successfully completed the semester course shall be eligible for tuition reimbursement of up to $675 per credit, up to a maximum of six (6) credits per year provided said courses have relevancy to his/her job and are approved in advance by the Superintendent or his/her designee. Courses shall be eligible for reimbursement only during the school year in which the employee took the course(s). Employees must submit any course for reimbursement within three (3) months of receipt of the final grade, or the claim for reimbursement shall be waived. For purposes of this article, successful completion means, at a minimum, receipt of a C or a Pass for the completed coursework.

I. Salary Placement Upon Initial Employment:

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

J. Work Year

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

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

L. One (1) step on the salary schedule will be granted to all part-time Board employees who worked for a minimum of 1,500 hours within a period of two (2) years prior to their appointment.

M. Part-time employees under regular contract who work twenty (20) hours or more per week are entitled to benefits of full-time employees on a pro-rated basis.
N. When a position will be vacant for at least one (1) week, employees temporarily assigned to work in a higher classification will be paid immediately on that step of the salary schedule which will give him/her an increase of no less than one (1) full increment on the new schedule over his/her present salary. One full increment shall be defined as at least $1,500. For example for 2007-2008, a member whose salary classification is 90-10 Step 1, making $24,084, and is assigned to work in a higher classification (95-10) must be placed on Step 2, $26,684 because Step 1 ($25,404) does not exceed $24,084 + $1,500 or $25,584.

O. If a member is assigned increased duties or responsibilities in an equal or lower classification, where approved by the supervisor to work additional time, the only compensation shall be overtime pay for extra time worked.

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

ARTICLE VI
FRINGE BENEFITS

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

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

July 1, 2017: 17%
Effective upon MARB Approval 17.5%

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

All employees hired on or after July 1, 2016 may only enroll in the HDHP with HSA and not have access to the PPO plan. Any employee already enrolled in the PPO who becomes a HFSS member after July 1, 2016, shall be permitted to remain in the PPO plan. Any member who elects the High Deductible Health Plan with the HSA shall not thereafter return to the PPO.

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

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

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

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

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

Employees enrolled in the Board’s Preferred Provider Plan are eligible for the Board’s managed three-tier drug rider as follows:

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

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

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

1. High Deductible Health Plan with a Health Savings Account ("HSA")

Members shall contribute the following percentages toward the annual premium or the Anthem allocation rate plus not more than four percent (4%) for individual, individual + 1 or family coverage on the HDHP with HSA:

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<tr>
<th>Date</th>
<th>Percentage</th>
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<tr>
<td>July 1, 2017</td>
<td>14%</td>
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<tr>
<td>Effective on MARB approval</td>
<td>14.5%</td>
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<tr>
<td>July 1, 2023</td>
<td>15.0%</td>
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In-Network services shall be subject to a $2,000 deductible for an individual plan and $4,000 per family. The plan pays 100% in network services after the deductible, except for prescription drugs (Rx).

Out-of-Network services shall be subject to a 20% coinsurance for an individual plan up to a yearly maximum of $2,000 individual and $4,000 per family. Out of network out of pocket maximum is $4,000 per individual and $8,000 per family (including the deductible).

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

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

Up to an out of pocket maximum of $1,000 per individual and $2,000 per family

Employee payroll deductions shall be made in accordance with the Board’s Section 125 Premium Conversion Plan.
Effective July 1, 2022, the Board shall contribute fifty percent (50%) of the applicable HDHP deductible amount. The Board’s contribution toward the HDHP deductible will be deposited into the HSA accounts in two equal installments, the first on or about July 1, 2022 and the second on or about January 1, 2023. In subsequent years, the Board’s contribution will be deposited into the HSA accounts in two equal installments, the first on or about July 1st and the second on or about January 1st. The Board’s contribution will be pro-rated for members hired after July 1st in any year.

For the 2023-2024 school year only, the Board shall contribute seventy-five percent (75%) of the applicable HDHP deductible amount for those members who were not enrolled in the HDHP for the 2021-2022 school year and are transitioning to the HDHP for the 2023-2024 school year (“transitioning members”). For the 2023-2024 school year for transitioning members, two-thirds of the Board’s contribution toward the HDHP deductible will be deposited into the HSA account during the first week of July 2023, and one-third of the Board’s contribution toward the HDHP deductible will be deposited into the HDHP during the first week of January 2024. For the 2023-2024 school year, the Board shall contribute fifty percent (50%) of the applicable HDHP deductible for all other members enrolled in the HDHP. The Board’s contribution toward the HDHP deductible for non-transitioning members will be deposited into the HSA accounts in two equal installments, the first during the week of July 1, 2023 and the second during the week of January 1, 2024. The parties acknowledge that the Board’s contribution toward the funding of the HDHP plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for active employees. The Board shall have no obligation to fund any portion of the HDHP deductible for retirees or other individuals upon their separation from employment. The Board’s contribution toward the HDHP deductible will be deposited into the HSA accounts in two equal installments, the first during the week of July 1, 2023 and the second during the week of January 1, 2024. The Board’s contribution will be pro-rated for members hired after July 1st in any year or for members who leave prior to June 30th.

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

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

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

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

3. Coverage will be provided for handicapped or disabled dependent children who are 25 years of age or older. The employee and their dependent(s) must meet with Anthem Blue Cross/Blue Shield's periodic medical certification requirements in order to qualify for the medical coverage contributions.

4. If the employee or the employee's dependent(s) become ineligible for medical or dental coverage they can purchase the coverage at their own expense at the group rate plus the 2% administration fee in accordance with the Consolidated Omnibus Budget Reconciliation Act (COBRA).

5. All employees shall receive an amount of group life insurance, without cost, equal to approximately one and one half (1.5) times his/her salary. The city will make available to all unit members a Supplemental Universal Life Insurance Program. Such program will be voluntary, provide discounted rates, and will be paid by each employee through payroll deductions. The program will offer portability and guaranteed rates at the time of separation from the Board.

6. The Board reserves the right to study alternative insurance plans to the plans outlined in this section provided the following steps are taken:

   a. The plan suggested as an alternate must contain at least a substantially equal benefit level as the present plan at no additional cost to the employee.

   b. The Union will have the opportunity to study the plan for a period of twenty (20) working days.

   c. At the end of the twenty (20) day period, the Board and the Union will mutually agree to an impartial arbitrator if comparability is an issue, for the purpose of a comparability study. If the parties are unable to agree on an arbitrator, the American Arbitration Association shall be requested to appoint an arbitrator with expertise in the health insurance field in accordance with its rules and regulations. The decision of the arbitrator as to whether the proposed plan is substantially equal to the then current plan shall be binding on the parties.

   d. If the proposed plan is comparable and portable through the United States, the Board may substitute as soon as possible.

   e. Proposed changes are limited to no more than one (1) proposed change for each type of health insurance during the life of the contract.
7. **Medical and Dental Insurance Waiver/Withdrawal from Health Care Coverage**

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

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

B. HFSS agrees that any portion of the health, dental or prescription drug plan may be self-insured or insured at the sole discretion of the Board. Further, the Board has the discretion to change the Pharmacy Benefits Manager to use the State vendor.

C. If the total cost of a group health plan or plans offered under this contract triggers an excise tax under Internal Revenue Code Section 49801 or any other local, state or federal statute or regulation, the Board reserves the right to offer a group health plan or plans with a total combined cost that falls below the excise tax thresholds. Eligible employees will be given the option to enroll in the lower cost coverage option(s). If the employee chooses to enroll themselves or their eligible family members in a coverage option or options that triggers an excise tax, 100% of any such excise tax will be borne solely by the employee.

The Board will allocate $1,000 for the purpose of reimbursing secretarial staff members for damage or loss, excluding cash, to personal property incurred during an employee's working hours and/or performance of duty. All reimbursements will be held until the end
of the fiscal year, at which time reimbursement will be made in full if the $1,000 is sufficient; otherwise, prorated reimbursement will be made according to the demands on the fund.

D. Sick Leave:

1. All twelve (12) month employees will accrue two (2) days per month of active pay status up to twenty-four (24) sick leave days per full year, the unused portion of which may be accumulated to a total of 188. All eleven (11) month employees shall accrue two (2) days per month of active pay status or up to twenty-two (22) sick leave days per full year, accumulated to a maximum total of 169. All ten (10) month employees shall accrue two (2) days per month of active pay status or up to twenty (20) days per full years, accumulated to a maximum total of 150.

2. Ten (10) and eleven (11) month employees who work beyond their scheduled work year, either in their appointed position or in a summer position, shall have access to their unused personal and sick days.

3. Upon retirement of an employee, such employee shall be entitled to receive, on the basis of his/her current wages, a maximum of sixty (60) days for twelve (12) month employees, a maximum of fifty-five (55) days for eleven (11) month employees, and a maximum of fifty (50) days for ten (10) month employees or twenty percent (20%) of the total unused sick leave days of the person’s total period of employment, whichever is greater. And, provided further that no employee shall be entitled to severance pay hereunder unless he/she shall have notified the administration sixty (60) days prior to his/her retirement of his/her intention to retire. This proviso shall not be applicable to employees who die or become physically disabled in such a way as to force their retirement.

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

5. If an employee who is on an approved leave of absence with pay returns to employment, he/she shall receive credit for accrued seniority and all benefits.

E. Vacations:

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

b. Exceptions to these policies may be made at the discretion of the immediate supervisor with the approval of the Superintendent or his/her designee.

c. All twelve month employees shall earn vacations in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Allotment</th>
<th>Per Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-2</td>
<td>10 days</td>
<td>0.83 days</td>
</tr>
<tr>
<td>3-5</td>
<td>15 days</td>
<td>1.25 days</td>
</tr>
<tr>
<td>6-10</td>
<td>20 days</td>
<td>1.66 days</td>
</tr>
<tr>
<td>11 or more</td>
<td>24 days</td>
<td>2.00 days</td>
</tr>
</tbody>
</table>

2. Ten and eleven month employees shall not be expected to work during student winter recess or spring recess.

3. Pro rata accumulated vacation pay shall be granted to an employee in the event he/she terminates his/her services with the Board. In no case shall a member be paid out more than twenty-four (24) vacation days.

4. In the event of the death of an employee, his/her spouse and/or minor children shall receive his/her pro rata vacation pay. In the event the employee has neither a spouse or children, the pay shall be given to the estate of the deceased employee.

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

F. Personal Days:

1. Employees shall be permitted absences, without loss of pay and without deduction from sick leave accumulation, up to a total of not more than five (5) personal days in any school year for any and all of the listed reasons noted below. Any days used for personal purposes beyond the five (5) days, will be days of personal leave without pay. An employee who has taken personal leave on an emergency basis, must make the necessary arrangement to file the Personal Leave Request Form upon the date of his/her return from leave. Failure to do so will mean loss of pay for that day.
Reasons:

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

b. Holy days (not to exceed three (3) days in any school year);

c. Quarantine;

d. Absence of spouse for birth of child to spouse (not to exceed two (2) days in any school year). Absence for parent for adoption of child not to exceed two (2) in any work year.

e. Temporary absence for personal reasons is limited to situations not under the control of the applicant which make such absence from service necessary. Prior approval must be given by the appropriate supervisor. Such approval shall not be unreasonably withheld.

2. Employees shall be notified when their leave is approved.

G. Longevity:

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

<table>
<thead>
<tr>
<th>YEARS</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>6-9</td>
<td>$ 500</td>
</tr>
<tr>
<td>10-14</td>
<td>550</td>
</tr>
<tr>
<td>15-19</td>
<td>675</td>
</tr>
<tr>
<td>20-49</td>
<td>775</td>
</tr>
<tr>
<td>50-PLUS</td>
<td>1,225</td>
</tr>
</tbody>
</table>

2. For purposes of said longevity payments, employees on paid sick leave shall be included under the longevity payment schedule.

3. In the event of an employee's death, pro rata longevity payments will be made to the employee's spouse or dependent children, or in the absence of survivors, to the estate of the deceased.
ARTICLE VII
PENSIONS

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

A. The present retirement benefits of the MERF and RAF plans of the City of Hartford shall continue in effect.

B. MERF provides that final average pay for employees within the bargaining unit shall mean the average annual rate of pay for the highest five (5) years of his/her earnings during the last ten (10) years of his/her service immediately preceding his/her retirement.

C. The Hartford Board of Education agrees to recommend to the Hartford Court of Common Council that the following additional benefits in the retirement plan be extended upon adoption to members of the bargaining unit by amending Chapter XVII, Section 3 of the Charter of the City of Hartford:

1. An employee with at least twenty-five (25) years of service and at least fifty-five (55) years of age, or an employee with at least ten (10) years of service and at least sixty (60) years of age will be eligible for a pension based on two percent (2%) of the employee's final average pay per whole year of service.

2. The normal retirement allowance shall amount to two percent (2%) of the final average pay for each year of service to a maximum of seventy percent (70%) of the final average pay. The final average pay will be computed on the basis of the employee's highest five of the last ten (10) years of his or her gross earnings.

3. Any employee who is age fifty-five (55) with at least ten (10) years of service but less than twenty-five (25) years of service shall be eligible to receive a pension based on the above formula but reduced by four percent (4%) for each whole year the employee retires short of age sixty (60).

4. Any disability or disability allowance shall be computed as provided above and shall be subject to the limitations of Chapter XVII, Sections 3(e) and 3(f).

5. Commencing July 1, 1988 all employees shall contribute to the pension fund a total of four percent (4%) of the employee's earnings on which Social Security taxes are paid and seven percent (7%) of the balance of the employee's earnings to be deducted at each pay period and credited to his or her account in the fund. This contribution shall be in lieu of any previous contributions required.

6. The employee contributions to the pension fund of employees represented by Local 1018C Hartford Federation of School Secretaries, HFT, CSFT, AFT, AFL-CIO will be credited with three percent (3%) interest on such contributions. Present
employees will be credited with such interest on their contributions as of June 30, 1988 or to the date of their employment whichever is later. Each July 1, after July 1, 1988 contributions and interest shall be credited with three percent (3%) interest. Once credited, the interest and contributions made by the employee to the pension fund shall be payable to the employee upon separation from the city employment except that no such payment will be made to an employee granted a pension in accordance with Chapter XVII, Section 3.

7. Members of the bargaining unit shall be allowed to buy four (4) years of military service provided that the employee pays the prescribed contributions with interest in accordance with the provisions and stipulations of the plan.

D. Insurance:

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

ARTICLE VIII
HOLIDAYS

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

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

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

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

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

A. Child-Bearing Disability Leave:

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

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

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

B. Child-Rearing Leave:

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

Upon return, a bargaining unit member shall be assigned to his/her former position or an equivalent position at the discretion of the Administration. Leaves of absence for child rearing shall be without pay, unless otherwise ordered by an applicable final decision of a Court of competent jurisdiction.

C. Professional Leave:

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

ARTICLE X
WORK DAY - WORK YEAR

A. The work year for ten (10) month employees shall be 193 days.

B. The work year for eleven (11) month employees shall be 213 days, effective July 1, 2007.

C. The work year for twelve (12) month employees shall consist of fifty two (52) weeks, (40 hours each) excluding earned vacation days, sick days, personal days, and holidays as set forth in this Agreement. Effective July 1, 2014, the standard work week shall be up to 40 hours a week. A supervisor may require a member to work forty (40) hours in a week and shall compensate at the hourly rate, not at time and a half, for hours over 35 and under 40.

D. All bargaining unit employees who work a seven (7) hour work day shall do so between the hours of 7:00 a.m. and 5:00 p.m. with at least a half hour work-free lunch period Monday through Friday. However for any new position, the seven or eight hour day may be posted based on the needs of the school/district.

ARTICLE XI
UNION RIGHTS

A. The Board agrees to deduct via payroll dues for all members of the bargaining unit who authorize such payments in writing. Effective with the date of the union’s notification of the employee’s written authorization, the proper deduction will be made each pay period from the employee’s salary and forwarded to the Union monthly. The Board shall be held free and harmless from any liability in handling such Union dues. Employees on unpaid leaves of absence must make suitable arrangements in advance of such leave to pay the Union dues directly to the Union.

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

C. Exclusive Bulletin Board:

At least one (1) bulletin board shall be reserved at an accessible place in each work location for the cooperative use of the Union in conjunction with the other Federation Chapters for the posting of Union notices or announcements.

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

E. Delegate Release Time:

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

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

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

ARTICLE XII
SENIORITY

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

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

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

B. Seniority shall continue to accrue during all authorized leaves of absence with pay and sick
leave. Seniority shall freeze during all authorized leaves without pay and any absence
without pay which continues for more than thirty (30) continuous days, in accordance with law.

C. During July of each year the Union shall notify the Executive Director of Human Resources of the names of the Union Executive Board at each work location. Elected Officers but not more than four (4) persons shall be accorded super-seniority for the purpose of protecting the officers from layoff and involuntary transfer, except if there is a position elimination/layoff.

D. In case of a tie, seniority shall be determined by the last four (4) digits of the bargaining unit member’s social security number. The higher number shall have more seniority. If an employee has no social security number, then the last four (4) digits of the employee’s identification number will be used.

E. The following is a non-exhaustive list of circumstances where an employee shall lose his/her seniority rights:

1. If he/she resigns;
2. If he/she is discharged for just cause;
3. If he/she is laid-off for lack of work and such layoff continues for more than two (2) years, and
4. If he/she fails to report to work within ten (10) working days, after due notice by the Board to the employee’s last known address to return to work after layoff or leave of absence has expired.

**ARTICLE XIII**

**LAYOFF PROVISIONS**

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

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

B. 1. Layoffs shall take effect as follows:
   a. Probationary employees (initial employment);
   b. Full-time employees shall be laid-off in the reverse order of their seniority. The Board may deviate from seniority for need of specific job qualification(s) and skills directly related to the job. Such determination shall be made by the Board in its discretion and shall not be arbitrary or capricious.
c. No executive assistant in the district shall be bumped from his/her specific position at a specific location by any other member.

d. No data entry specialist in the district shall be bumped from his/her specific position at a specific location by any other member.

e. In the position category Payroll Specialist, bumping shall occur by seniority within the category. No member outside of the category shall bump into a Payroll Specialist position.

f. In the position category Account Clerk, bumping shall occur by seniority within the category. No member outside of the category shall bump into an Account Clerk position.

2. In the above categories regularly appointed employees shall be laid-off by inverse seniority within classifications.

3. a. The layoff provisions of this Agreement may not be applied to roster employees hired after January 1, 1976. The application of such layoff provisions in this Agreement shall not be applied to such employees if it would conflict with the Affirmative Action Program of the Board.

b. Whenever a position is to be eliminated due to a lay-off (as defined above), the employee holding that position shall be entitled to replace or "bump" the employee with the least seniority in the same or a lower classification for which the employee is qualified, subject to the provisions of "a" above unless there is a vacancy within the same classification to which the employee may be transferred first. Employees in the bargaining unit may not "bump-up" into a higher classification.

4. When the position to be eliminated, due to a lay-off (as defined above), is one (1) of a number of identical positions, the person with the least seniority shall be the person who is laid-off or bumped. For example, elementary secretaries, payroll clerks, and account clerks will each be considered as identical positions.

5. Laid-off roster employees, within the job classification, who are qualified and with the most seniority, shall be rehired first.

6. Where possible, if a position is eliminated or absorbed due to a lay-off (as defined above), the employee in said position shall be transferred to a position within the same classification. If the employee is placed in a lower classification, he/she shall be paid at his/her present classification rate for a period not to exceed three (3) months or until a position within the original classification is available, whichever is sooner. If the position reopens, the employee shall have the first right to be transferred to said position. If more than one (1) position within the job classification for which he/she is qualified is eliminated, then seniority shall prevail in transfers to other positions within the same or a lower job classification.

7. Any bargaining unit member on layoff shall be mailed a recall notice by certified mail sent to his/her last known address and must respond to the Administrator for
Personnel and Labor Relations within fifteen (15) postal days from the mailing date of such notice. To insure coverage under this provision, bargaining unit members must keep the Board informed of all address changes.

8. An updated seniority list shall be furnished to the Union prior to the execution of any layoff.

ARTICLE XIV
TRANSFERS AND OPPORTUNITIES

A. Vacancies and new positions within the bargaining unit which are to be filled shall be posted at each work location. The posting will set forth the qualifications, schedules, rates of pay and the procedure for application. Employees in the bargaining unit shall have ten (10) working days from the date of the posting to apply for the position. The position shall be held open for the full ten (10) days.

B. 1. A secretary will be qualified for a posted position provided that he/she meets the reasonable qualifications related to the job description and has passed the appropriate test for the job classification of the posted position either before the posting or at the test immediately following the posting.

2. A secretary who has not passed the appropriate test may apply for a posted position. He/she may be appointed to the position in an acting capacity only if there are no qualified applicants for the position.

C. In determining who shall be selected from among the qualified applicants, the following criteria shall be applied:

1. Job Performance
2. Prior Experience
3. Professional Improvement
4. Qualifications of the Position
5. Seniority
   Where applicants are substantially equivalent, seniority shall be a prime factor.
6. Special Need
7. Interview results.

D. Unless all applicants are not qualified, vacancies which are to be filled will be filled no later than thirty (30) calendar days after the closing date of the posting. Written notice of
the decision will be forwarded to each applicant and the Union when the decision is made. This paragraph shall not be subject to the grievance procedure.

E. The Union shall receive a copy of every appointment letter at the time the appointment is made.

F. Any employee who voluntarily transfers to a different position, whether a promotion or not, shall have a three (3) month probationary period. During the probationary period, the employee's immediate supervisor will prepare a written evaluation and present a copy to the employee. Normally, no formal evaluation shall be conducted prior to the completion of at least six (6) weeks experience in the position. If improvement in services is necessary, it will be clearly stated in this evaluation. Based on the evaluation, the probationary period may be extended an additional three (3) months. If at the end of either the original or the additional period it has been demonstrated that the employee is not able to perform the duties of a new position, where possible, he/she will be placed in a position equivalent to the former classification with no loss of rights under this Agreement.

G. 1. When a secretary is requested to transfer to a state or federally funded position, his/her status as a regular Board employee shall not be jeopardized.

2. a. Involuntary transfers shall not be made without prior consultation with the secretary concerned, at which time the secretary shall be notified of the reasons for the transfer. Secretaries shall receive written notice of a transfer. Where possible, said notice shall be sent at least two (2) weeks prior to the effective transfer date.

b. During the summer, ten (10) month and eleven (11) month secretaries shall be notified, in writing, and by certified mail at the address on file with the Board, of any involuntary transfers and the reasons therefore.

H. New employees shall be considered probationary during their first one hundred twenty (120) working days (excluding any authorized or unauthorized leave). During the probationary period, the employee shall not have recourse to the grievance procedure. Furthermore, new employees will not attain seniority rights during the probationary period; however, upon completion of the probationary period, his/her seniority shall date back to the date of his/her original employment.

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

I. Biennial Appeals Procedure:

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

2. Review, Discussion and Disposition Period:

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

3. Validity of Appeals:

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

4. Exception Policy and Procedure:

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

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

6. Upgrading Appeal Procedure:

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

**ARTICLE XV**

**LONG-TERM SUBSTITUTES, ACTING APPOINTMENTS**

A. Acting Appointments:

Secretaries appointed acting will:

1. Be placed on the appropriate salary classification and will be given credit for previous experience and/or college degree.
2. Have their employment terminated not later than one (1) year after their appointment date if qualifying test has not been passed.

ARTICLE XVI
TESTING

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

A. Any bargaining unit member who wishes to be permanently appointed to a position in a different classification must have taken and passed any applicable. However, the unit member need not have passed any applicable test(s) in order to apply for said position.

B. All bargaining unit members who pass any applicable examination(s) will have their names placed on the eligibility list for any position within the category of the examinations that they have passed.

ARTICLE XVII
PERSONNEL FILE

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

B. Right to Review File.
The bargaining unit member shall, upon request, be given the opportunity to review the contents of his/her file.

C. Right to Reply.
The bargaining unit member has the right to reply to any document with a formal letter addressed to the Superintendent of Schools. This letter will be placed in the file.

D. Right to Copy Material.
Each bargaining unit member shall receive, upon request, a copy of supervisory records and reports of competence, personal character and efficiency, maintained in his/her personnel file with reference to evaluation of his/her performance. The cost of facsimile copies shall be borne by the Board. The cost of facsimile copies of materials other than those cited above (e.g. transcripts, recommendations other than employment recommendations, commendatory letters from outside, etc.) shall be borne by the bargaining unit member.
ARTICLE XVIII
DISCIPLINARY PROCEDURES

A. All disciplinary actions shall be for just cause and shall not be inconsistent with the infraction for which the disciplinary action is being applied.

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

ARTICLE XIX
GENERAL PROVISIONS

A. It is understood that present policy as written in the Board Policies remains in effect and is binding on both parties except as amended or eliminated therein.

B. Secretaries shall not be responsible for supervising or otherwise monitoring students sent to or left in the office.

C. Secretarial help shall not be expected to move and/or unpack supplies of unreasonable size or weight.

D. Upon request, the Superintendent or his/her designated agent will meet with representatives of the Union to discuss matters such as, but not limited to, staffing, office coverage, equipment and its use. An agenda will be provided by the Union at least one (1) week prior to such meetings and the Administration shall have the right to add items to the agenda if it wishes.

E. When grievance hearings or contract negotiations are held during the work day, members of the negotiating and grievance committees of the Union shall be allowed to attend such hearings or negotiations without loss of pay.

F. Parking:

The Board and the Union will work in cooperation with each other and the Policy Department and/or the Parking Authority to establish parking facilities for the employees wherever necessary and possible.

G. No non-bargaining unit employee shall be assigned to work which falls within the purview of this bargaining unit on a regular basis.

H. In time of student or other disturbances at specific schools, principals should provide escorts when their office staff members leave for home when he/she releases them.

I. With input from the Federation, the Superintendent or his/her designee shall develop in-service and orientation programs for bargaining unit members.
J. The Board shall pay the reasonable expenses incurred by one (1) secretary delegate of the Union who attends a workshop, seminar, conference, or other professional improvement session at the request or with the advance approval of the Superintendent or his/her designated agent for a particular purpose of special benefit to the school system. A written report prepared by the delegate will be distributed by the Union to all bargaining unit employees.

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

L. A copy of the public agenda of the regular Board meetings shall be available to the Union President twenty-four (24) hours prior to the meetings. The Union shall be notified prior to all special meetings.

M. Assumption of Liability for Damage Caused by Employees:

1. Employees in the bargaining unit shall be protected in accordance with Section 10-235 of the Connecticut General Statutes, as amended from time to time.

2. Solely for the purpose of informing employees in the bargaining unit, the following language is offered as a paraphrase of the provisions of Section 10-235:

   The Board shall pay on behalf of any employee all sums which such employee becomes obligated to pay by reason of the liability imposed upon such employee by law for physical damages to person or property if the employee at the time of the occurrence, accident, physical injury or damages complained of, was acting in the performance of his/her duties and within the scope of his/her employment, and if such occurrence, accident, physical injury or damage was not the result of any willful or wanton act of such employee in the discharge of such duty.

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

**ARTICLE XX**

**SAVINGS CLAUSE**

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

A. Negotiation over successor Agreement.

1. This Agreement shall be in full force and effect from the date of its signing through the 30th day of June, 2024. The parties shall enter into negotiations for a successor agreement as provided by applicable state law.

2. During negotiations, the Board and the Union shall confer at reasonable times appropriately scheduled with regard for the budgetary calendar and exchange relevant data, points of view and proposals and counterproposals. The Board shall provide the Union with materials and/or information necessary to discuss salaries, fringe benefits and working conditions. It is understood that the materials relate only to the Union.

B. In the event the Board and the recognized representative shall fail to secure a successor Agreement, as herein provided in Article II prior to the termination of this Agreement, this Agreement will remain in force pending the negotiating of a successor Agreement.

ARTICLE XXII
NOTICE OF ARREST

If a bargaining unit member is arrested for sexual assault, child abuse or a violent felony involving the death of a human being, he/she shall immediately notify the Senior Executive Director of Human Resources.

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

ARTICLE XXIII
PERFORMANCE INCENTIVE

Performance Incentive – Each member who works in a school that shows significant school improvement shall be paid $1,250 after the conclusion of the work year. The measure of improvement shall be through improvement as determined by the Superintendent of Schools, which shall apply to all eligible employees in the district. To be eligible, the member must appear and work a full day in such a school on at least 97% of the work days in the relevant work year.

The Board may issue a performance incentive up to $1,250 for extraordinary efforts to a member who does not work within a school, location or program which can be eligible for the OSI improvement.

This provision shall not be subject to the grievance procedure.
In witness whereof, the parties have set their hands this 26th day of July, 2022.

The Hartford Board of Education

By: Edward Wilson, Jr., Staff Attorney

The Hartford Federation of Schools Secretaries

By: Karen D. Russ, President
# APPENDIX A

## July 1, 2018 – June 30, 2021 Salary Scale

<table>
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## July 1, 2021 – June 30, 2022 Salary Scale

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## July 1, 2022 – June 30, 2023 Salary Scale

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July 1, 2023 – June 30, 2024 Salary Scale
APPENDIX B

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

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

085  Library Resource Secretary
     Office Assistant

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

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

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

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

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

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

120 Executive Assistant (Central Office)

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

2. There shall be one (1) position of Executive Assistant in each school.
APPENDIX C

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

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

State Board of Trustees for
The Hartford Public Schools

By: Robert A. Stacy,
Executive Director of Operations

The Hartford Federation of
Schools Secretaries

By: Deirdre L. Howard,
President 2000-2002
APPENDIX D

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

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

10 month (193 work days)
Bargaining unit members will work the student calendar year (currently 182 days), an in-service day (which may be scheduled before or during the school year), and an additional ten (10) days. This time shall be within the fiscal year of July 1 through June 30. Normally, this would be the five (5) working days before the first day of school for students and the five (5) working days after the last day of school for students.

11 month (effective July 1, 2007 – 213 work days, prior to July 1, 2007, there were 208 work days)
Bargaining unit members will work the student calendar year (currently 182 days), an in-service day (which may be scheduled before or during the school year), and an additional thirty (30) days. This time shall be within the fiscal year of July 1 through June 30. Normally, this would be the first fifteen (15) working days in the fiscal year, the ten (10) working days before the first day of school for students, and the five (5) working days after the last day of school for students.

12 month – 52 weeks

The Hartford Board of Education

By: Jill Cutler Hodgman,
Labor Relations Manager

The Hartford Federation of Schools Secretaries

By: Tanya Crump,
President
Appendix E

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

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

**Board’s Modified PPO:**
- Office Visit Co-Payment: $30
- Specialist Visit Co-Payment: $40
- In-patient Co-Payment: $150
- Out-patient Co-Payment: $100
- Emergency Room Co-Payment: $100
- Urgent Care Co-Payment: $25

**High Deductible Health Plan with HSA:**

Upon reaching the deductibles, there shall be a Rx co-payment applied as follows:
- Generic: $5
- Brand (formulary): $15
- Brand (non-formulary): $30

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

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

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

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

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

The Hartford Federation of Schools Secretaries

By:
Sharon Wamble,
President
Appendix F

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

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

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

By: Patricia D. Mitchell
President
MEMORANDUM OF UNDERSTANDING
BETWEEN THE
HARTFORD PUBLIC SCHOOLS
AND THE
HARTFORD FEDERATION OF SCHOOL SECRETARIES

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

The Hartford Board of Education

The Hartford Federation of
Schools Secretaries

By: [Signature]
Kil Cutler Hodgman,
Chief Labor and Legal Services Officer

By: [Signature]
Patricia Mitchell,
President
MEMORANDUM OF UNDERSTANDING
BETWEEN THE
HARTFORD PUBLIC SCHOOLS
AND THE
HARTFORD FEDERATION OF SCHOOL SECRETARIES

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

The Hartford Board of Education

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

The Hartford Federation of Schools Secretaries

By: Sharon Mabire

ACTIVE/78402.13/MKAUFMANN/10468345v1